Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

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

Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, April 7, 2015 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions/Corrections to Agenda
Consent Agenda

Approval of the Minutes of the March 24, 2015 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of March, 2015.

Unfinished Business
New Business

The Board will open bids for concrete projects at the Fairgrounds.

Consideration of the approval of Resolution 2015-8 and an application for Conditional Use Permit on behalf of the Town of Merino for the operation of a water treatment facility in the North 210 feet of the SW1/4 of the SW1/4 of Section 7, Township 6 North, Range 53 West of the 6th PM, lying east of CR 25 and containing 6.06 acres more or less.

Consideration of the approval of an Agreement between Logan County Fair and Rodeo and Go-Derby Promotions to promote and presentation of a Demolition Derby for the Logan County Fair and Rodeo on Sunday, August 9, 2015.

Consideration of the approval of Resolution 2015-9 a resolution granting the establishment of a Historical Structure Designation for Dowis Women's Dormitory, currently known as Dowis Residence Hall, located at 145 College Avenue on the Northeastern Junior College campus in Sterling, Colorado.

Other Business

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, April 14, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

March 24, 2015

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner - Absent
Pamela M. Bacon	Logan County Clerk
Marie Granillo	Logan County Clerk Deputy
Rob Quint	Logan County Planning & Zoning
Erik Smith	Tallgrass Inc.
Cody Wagner	Tallgrass Inc.
Cody Adams	Logan OEM
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairmen Samber asked if there were any revisions or corrections that needed to be looked at for the agenda? Commissioner Donaldson commented none.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the March 17, 2015 business meeting.

Commissioner Donaldson made a motion to approve the Consent Agenda for March 24, 2015. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber opened a Public Hearing on the consideration of the approval of Resolution 2015-7 which is granting the amendment of Conditional Use Permit number 216.

- Rob Quint of the Planning and Zoning Department explained the amendment to the conditional use permit number 216 for Tall Grass Pony Express Pipeline Company Inc. to the Board.
- Cody Wagner Representative for Tallgrass addressed the Board to explain the amendment.

Chairman Samber closes Public Hearing on the amendment of the Conditional Use Permit 216.

Commissioner Donaldson made a motion to approve Resolution 2015-7 which is a resolution granting the amendment of Conditional Use Permit number 216 to include the right to install and operate a fiber optic communication line and associated appurtenant equipment to provide for more efficient reliable communication along the pipeline operating and control systems as

describe by the Planning and Zoning staff:

Township 7 North Range 55 West:
N1/2 Sec 6, N1/2 Sec 5, N1/2 Sec 4, N112 Sec 3, NW1/4 Sec 2
Township 8 North Range 55 West:
S1/2 Sec 35, SE1/4NE1/4 Sec 35, N1/2 Sec 36
Township 8 North Range 54 West:
N1/2 Sec 31, N1/2 Sec 32, N1/2 Sec 33, N1/2 Sec 34, NW1/4 and E1/2SW1/4 and SW1/45E1/4 Sec 35
Township 7 North Range 54 West:
N1/2NE1/4 Sec 2, N1/2 Sec 1
Township 7 North Range 53 West:
NW1/4 and N1/2S1/2 Sec 6, N1/2SW1/4 and SE1/4NW1/4 and S1/2NE1/4 Sec 5, SW1/4NW1/4 and NW1/4SW1/4 and N1/2SE1/4 Sec 4, SW1/4 Sec 3, NE1/4 NW1/4 and N1/2NE1/4 Sec 10, NW1/4 and NE1/4 Sec 11, S1/2NW1/4 and S1/2NE1/4 Sec 12
Township 7 North Range 52 West:
S1/2N1/2 Sec], S1/2N1/2 and N1/2S1/2 Sec 8, SW1/4NW1/4 and SW1/4 and SE1/4 and SE1/4NE1/4 Sec 9, NW1/4 and NW1/4NE1/4 Sec 10, SE1/4 Sec 3, SW1/4, SE1/4, NE1/4 Sec 2, NW1/4 and N1/2 NE1/4 Sec 1
Township 8 North Range 51 West:
S1/2 Sec 31, 5W1/4 and N1/2 Sec 32, NW1/4 and NW1/4NE1/4 Sec 33, SE1/4SE1/4 Sec 28, SW1/4 and NE1/4 Sec 27, NW1/4NW1/4 Sec 26, SW1/4 and SE1/4 and NE1/4 Sec 23
Chairman Samber seconded and the motion carried 2-0.

Commissioner Donaldson made a motion to approve agreements including 20 right of way crossings and 4 driveway access agreements between Logan County and Tallgrass Pony Express (Colorado) Incorporated as described by Planning and Zoning staff:
2015-3 at the intersection of HWY 14 and CR 1. 410 feet south of HWY 14 on the west side of CR 1.
2015-4 at the intersection of HWY 14 and CR 3. 180 feet south of HWY 14 on the west side of CR 3.
2015-5 at the intersection of HWY 14 and CR 5. 320 feet south of HWY 14 on the west side of CR 5.
2015-6 at the intersection of HWY 14 and CR 7. 1550 feet south of HWY 14 on the west side of CR 7.
2015-7 at the intersection of HWY 14 and CR 9. 1570 feet south of HWY 14 on the west side of CR 9.
2015-8 at the intersection of HWY 14 and CR 11. 1400 feet south of HWY 14 on the west side of CR 11.
2015-9 at the intersection of HWY 14 and CR 17. 225 feet south of HWY 14 on the west side of CR 17.

2015-10 at the intersection of CR 26 and CR 25. 120 feet south of CR 26 on the west side of CR 25.
2015-11 at the intersection of CR 26 and CR 27. 2810 feet south of CR 26 on the west side of CR 27.
2015-13 at the intersection of CR 26 and CR 29. 2710 feet south of CR 26 on the west side of CR 26.
2015-14 at the intersection of CR 26 and CR 31. 2870 feet south of CR 26 on the west side of CR 31.
2015-15 at the intersection of CR 290 and CR 31. 2802 feet east of CR 31 on the south side of CR 290.
2015-16 at the intersection of CR 33 and CR 24. 2764 west of CR 33 in the south side of CR 24.
2015-17 at the intersection of CR 22.5 and CR 35. 540 feet north of CR 22.5 on the east side of CR 35.
2015-18 at the intersection of CR 24 and CR 39. 2575 feet south of CR 24 and on the east side CR 38.
2015-19 at the intersection of HWY and CR 370. 11,981 feet south of hwy6 on the east side of CR 370.
2015-20 at the intersection of the old pole road and CR 47. 1121 feet south of the old pole road and on the east side of CR 47.
2015-24 at the intersection of HWY 14 and CR 21.5. 5060 feet south of HWY 14 and on the east side of CR 21.5.
Logan county right of way permits for driveways or permanent access.
2015-12 at the intersection of CR 26 and CR 29. 2710 feet south of CR 26 on the west side of CR 29.
2015-21 at the intersection of HWY 14 and CR 9. 1570 feet south of HWY 14 on the west side of CR 9.
2015-22 at the intersection of CR 26 and CR 25. 120 feet south of CR 26 on the west side of CR 25.
2015-23 at the intersection of CR 24 and CR 39. 2575 feet south of CR 24 on the east side of CR 39. Chairman Samber seconded and motion carried 2-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting of the Logan County Board of County Commissioner's is scheduled for Tuesday, March 31, 2015 at 9:00 a.m., here at the Commissioner's Hearing Room at the Logan County Courthouse.

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

Submitted by:

Marie T. Granillo
Logan County Clerk & Recorder (Deputy)

Approved: March 31, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

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

FOR MARCH 2015		TONS	PRICE	CHARGES
City of Sterling (Packers)CHG	SF	442.98	@ $1.07	$473.99
City of Sterling (Dump Trucks)CHG	CL	150.23	@ $20.00	$3,004.60
City of Sterling Cleanup CHG	SFCC		@ $1.07	$0.00
Commercial (Packers & Roll Offs)	C	1077.33	@ $21.00	$22,623.93
Out of County	OC	1.43	@ $42.00	$60.06
General Public		210.98	@ $21.00	$4,430.58
Area Town Clean-ups	CPC		@ $1.00	$0.00
Petroleum Contaminated Soil	PCS	137.96	@ $22.00	$3,035.12
				$0.00
>5 Tons on Free Cert.	XTON	2.45	@ $21.00	$51.45
Rural Free Certificate Days	NC	19.15	NC	
TOTAL TONS		**2042.51**		
$10.00 MINIMUM DIFFERENTIAL				**$1,056.65**
E-Waste Recycling		101 items		$511.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)			lb $0.08	$0.00
Outgoing Recycled Tires/Metal/Wood		8.58 tons		
Car Tires (CHG)		124	@ $5.00	$620.00
Truck Tires (CHG)		4	@ $8.00	$32.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		4	@ $12.00	$48.00
Earth Moving Tires (CHG)			@ $20.00	$0.00
Tractor/Earth Moving Tires (NC)			NC	
R&B Illegally Disposed Tires & Matts (NC)		72 tires	NC	
Mattresses/Box Spring (CHG)		112	@ $3.00	$336.00
Mattresses/Box Spring (NC)			NC	
Appliances (CHG)		1	@ $5.00	$5.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@	$0.00
Unsecured/Unauthorized Loads (CHG)			@ $10.00	$0.00
CASH				**$4,042.14**
CHARGE				**$32,246.24**
TOTAL				**$36,288.38**
GALLONS OF OIL RECEIVED		194 gallons		
TOTAL # OF VEHICLES		742		

Apryl Owensaw
4/1/2015

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

MARCH	TONS	CPC (CLOSURE)
CASH	150.05	303.21
CHARGE	1299.25	1332.11
CITY OF STERLING	593.21	NA
TOTAL	2042.51	$1,635.32
E-WASTE	0	NA
GEW		NA
RECYCLED METAL		NA
RECYCLED TIRES	8.58	NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	2051.09	

4/1/2015

REQUEST FOR BIDS

The Logan County Board of Commissioners is accepting bids for labor and materials for two separate projects at the Logan County Fairgrounds.

°Concrete flatwork between the south end of the cattle pavilion and the bingo pavilion.
°Replace concrete steps at the south entrance to the Exhibit Center.

Project must be completed by June 30, 2015. Interested contractors may contact Chance Wright at 970-520-9919 to see and measure the project areas.

Sealed bids clearly marked "Fairgrounds Pavilion Concrete Project and/or Exhibit Center Steps" must be received in the Commissioners Office, 315 Main Street, Sterling, CO by 5:00 p.m., Monday, April 6, 2015. Bids will be opened Tuesday, April 7, 2015 at 9:00 a.m. at the Logan County Courthouse, Commissioners Meeting Room, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all bids and to accept the bid which is in the best interest of the County. Bids may be awarded separately.

Journal-Advocate will publish a 2 x 3 display ad on March 30 and 31
South Platte Sentinel please publish a 2 x 4 display ad on April 1

RESOLUTION
NO. 2015 - 8

CONDITIONAL USE PERMIT

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO THE TOWN OF MERINO FOR THE OPERATION OF A WATER TREATMENT FACILITY IN LOGAN COUNTY, COLORADO.

WHEREAS, the Town of Merino has applied for a Conditional Use Permit to operate a reverse osmosis water treatment facility, which will consist of three (3) residual evaporation ponds, constructed of earthen berms with a double synthetic membrane liner, related equipment and structures, as well as an access road to the ponds; and

WHEREAS, the water treatment facility will be located on property described as:
The North 210 feet of the SW1/4 of the SW1/4 of Section 7, Township 6 North, Range 53 West of the 6th Principal Meridian, lying East of County Road 25 and containing 6.06 acres more or less;

Also known as Lot 1, Gafford Minor Subdivision, located in that part of Lot 4 lying North of the Farmer's Pawnee Canal in Section 7, Township 6 North, Range 53 West of the 6th Principal Meridian in Logan County, Colorado; and

WHEREAS, a public hearing of the Logan County Planning Commission concerning the application for the Conditional Use Permit was held on November 18, 2014, and the Planning Commission approved the request for the Conditional Use Permit; and

WHEREAS, the Conditional Use Permit is to run for five years, subject to review and renewal thereafter.

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

I. APPROVAL:

The application of the Town of Merino, Colorado for the Conditional Use Permit to operate a reverse osmosis water treatment facility, consisting of three (3) residual evaporation ponds, constructed of earthen berms with a double synthetic membrane liner, related equipment and structures, as well as an access road to the ponds is hereby GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The proposed use is compatible with existing land uses in the area, which is zoned Agricultural District.

III. CONDITIONS:

1. The permit is limited to the construction and operation of three (3) residual evaporation ponds, constructed of earthen berms with a double synthetic membrane liner, related equipment and structures, and an access road to the ponds on the site located within the following legally described parcel:

The North 210 feet of the SW1/4 of the SW1/4 of Section 7, Township 6 North, Range 53 West of the 6th Principal Meridian, lying East of County Road 25 and containing 6.06 acres more or less;

Also known as Lot 1, Gafford Minor Subdivision located in that part of Lot 4 lying North of the Farmer's Pawnee Canal in Section 7, Township 6 North, Range 53 West of the 6th Prime Meridian in Logan County, Colorado.

2. The applicant shall apply for and obtain a separate Certificate of Designation to operate the facility as required by C.R.S. section 30-20-103 and applicable regulations of the Colorado Department of Public Health and Environment. The applicant must supply all required design and operational information (including an Engineering Design and Operations Plan (EDOP)) and receive the favorable recommendation of that Department. Final approval of the Certificate of Designation must be granted by the Board of County Commissioners after conducting a separate public hearing, applying the factors set forth in C.R.S. section 30-20-104.

3. The applicant must remain in continued compliance with all applicable Federal, State, and County regulations at all times, and submit to ongoing monitoring and approval by the Northeast Colorado Health Department (NCHD) and the Colorado Department of Public Health and Environment (CDPHE).

BE IT THEREFORE RESOLVED, that the Conditional Use Permit 224 is granted for the construction and operation of three (3) residual evaporation ponds, constructed of earthen berms with a double synthetic membrane liner, related equipment and structures, and an access road to the ponds, subject to the conditions set forth above and subject to application for renewal for continued permitted use after April 7, 2020. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations or Colorado Department of Public Health and Environment Regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 7th day of April, 2015.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

_____ (Aye)(Nay)
Rocky L. Samber

_____ (Aye)(Nay)
Gene A. Meisner

_____ (Aye)(Nay)
David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County and State of Colorado, in regular session on the 7th day of April, 2015.

_____
County Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

TOWN OF MERINO
NDITIONAL USE PERMIT
SW 1/4 SW 1/4 SECTION 7, TOWNSHIP 6
NORTH, RANGE 53 WEST

Applicant
Name: Town of Merino Phone: 970-520-1871

Address: 210 Colorado Ave., Merino, CO 80741

Landowner
Name: Same as Applicant Phone: _____

Address: _____

Description of Property:
Legal: ¼ Section _____ Section 7 Township 6N Range 53W

Address: _____ Access off CR or Hwy: CR 35

New Address Needed: (Y) or N Subdivision Name: Gafford Minor Subdivision

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: _____ **Current Land Use:** Agricultural

Proposed Conditional Use: Evaporation ponds for a new RO water treatment plant

Terms of Conditional Use: _____

Building Plans: Three lined ponds used for RO brine waste and an access road.

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

Dated at Sterling, Colorado, this 13 day of October.

Signature of Applicant: Jada Gatt Town Clerk

Signature of Landowner: Jada Gatt Town Clerk

TOWN OF MERINO
CONDITIONAL USE PERMIT
SW 1/4 SW 1/4 SECTION 7, TOWNSHIP 6 NORTH, RANGE 53 WEST

FOR COUNTY USE

Application Fee: One Hundred Dollars ($100.00) pd 10/14/2014 ck# 16487

Date of Planning Commission: _____

Recommendation of Planning Commission: ✓ Approval _____ Denial

Recommended Conditions of Conditional Use Permit: _____

_____

_____

_____

_____

_____

_____

_____

_____

Chairperson, Planning Commission

==========

COUNTY COMMISSIONERS ACTION:

Conditions of Conditional Use Permit: _____

_____

_____

_____

_____

Date Granted: _____

Date Denied: _____

_____
David G Donaldson (Aye) (Nay)

_____
Gene Meisner (Aye) (Nay)

_____
Rocky Samber (Aye) (Nay)

721334 09/12/2014 01:22 PM B: 01008 P: 507 WD
Page: 1 of 1 R $11.00 D $3.33 T $14.33
Pamela M. Bacon Clerk & Recorder, Logan County, Co

State Documentary Fee
Date 9-12-14
$ 3.33

THIS IS CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE SIGNED ORIGINAL DOCUMENT.
BY _____

WARRANTY DEED

State Doc Fee: $3.33
Recording Fee: $11.00

THIS DEED is dated the 12th day of September, 2014, and is made between

Max Rodney Gafford and Ruby Yvonne Gafford

(whether one, or more than one), the "Grantor" of the County of Logan and State of Colorado and

Town of Merino, Colorado

(whether one, or more than one), the "Grantee", whose legal address is 206 Colorado Avenue, P.O. Box 211, Merino, CO 80741 of the County of Logan and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **Thirty Three Thousand Two Hundred Fifty Dollars and No Cents ($33,250.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Logan and State of Colorado described as follows:

Lot 1, Gafford Minor Subdivision located in that part of Lot 4 lying North of the Farmer's Pawnee Canal in Section 7, Township 6 North, Range 53 West of the 6th P.M., Logan County, Colorado

also known by street address as: TBD County Road 25, Merino, CO 80741

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, and the Grantees' heirs and assigns forever.

The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns: that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to:

2014 taxes and all subsequent years, restrictions, reservations, covenants, easements and rights-of-way of record, if any.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees, and the heirs and assigns of the Grantees, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

Max Rodney Gafford

Ruby Yvonne Gafford

State of Colorado
County of Logan

The foregoing instrument was acknowledged before me this 12th day of September, 2014 by Max Rodney Gafford and Ruby Yvonne Gafford.

ERIN TILTON NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Notary Public
My commission expires: 04-02-2016

Stewart Title File Number: 01330-39643
932A WARRANTY DEED STCO

STEWART TITLE 08901

Town of Merino
Conditional Use Permit
SW 1/4 SW 1/4 Sect 7
Town 6 N, R 53 West

721335 09/12/2014 01:22 PM B: 01009 P: 508 STMTAUTH
Page: 1 of 1 R $11.00 D $0.00 T $11.00
Pamela M. Bacon Clerk & Recorder, Logan County, Co

STATEMENT OF AUTHORITY
(38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity named Town of Merino, Colorado

   And is executed on behalf of the entity pursuant to the provisions of Section 38-30-172 C.R.S.

2. The type of entity is a government

3. The mailing address for the entity is:
   P.O. Box 211, Merino, CO 80741

4. The entity is formed under the laws of Colorado

5. The name of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is:

   Robert Jones- Mayor

   Jada Gettman- Town Clerk

6. The authority of the foregoing person(s) to bind the entity is ☐ Not limited OR ☐ Limited as follows:

7. Other matters concerning the manner in which the entity deals with interest in real property:

Dated this 12th day of September, 2014.

Robert Jones- Mayor

Jada Gettman- Town Clerk

State of Colorado

County of Logan

The foregoing instrument was acknowledged before me this 12th day of September 2014, by Robert Jones, Mayor and Jada Gettman, Town Clerk of the Town of Merino, Colorado.

ERIN TILTON NOTARY PUBLIC STATE OF COLORADO

Witness my hand and official seal.

Notary Public
My commission expires: 04-02-2016

SIEWART TITLE 0890

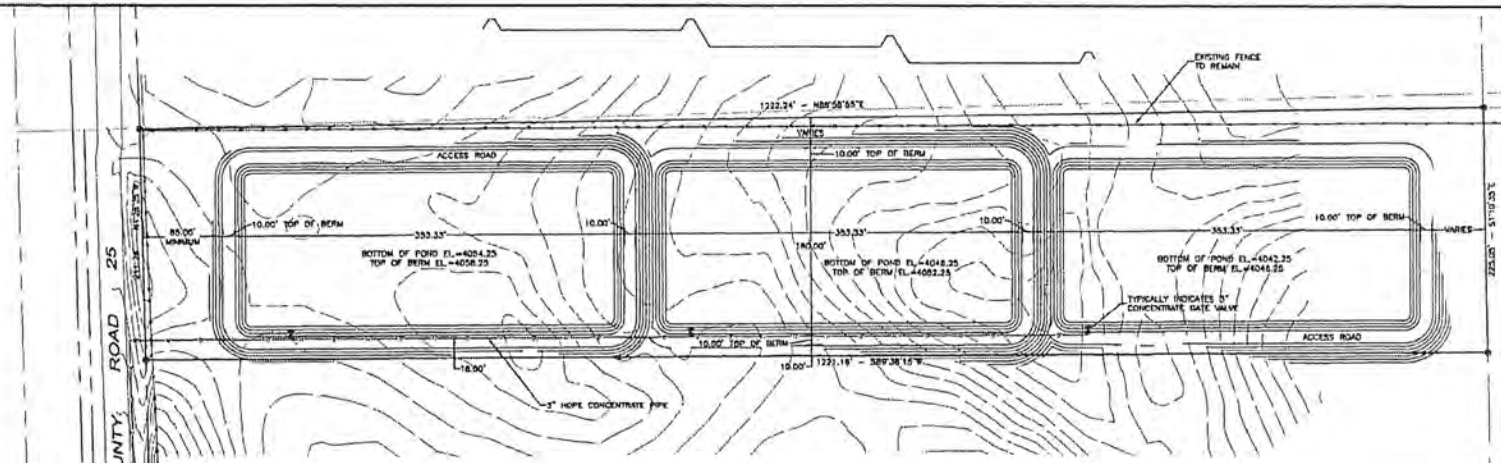
Town of Merino
Conditional Use Permit
SW 1/4 SW 1/4 Sect 7
Town 6 N, R 53 West

Merino Evaporation Pond Information

Information presented to the Logan County Planning Commission by Boyd Hanzon from Rocky Mountain Water Solutions at their regular meeting on November 18, 2014. The Planning Commission was considering the Town of Merino's application for a Conditional Use Permit to construct water treatment residual evaporation ponds at a site north of Merino in Logan County:

- The Town of Merino is planning to construct a new reverse osmosis water treatment facility. Residuals (wastes) generated by the treatment process will be pumped to the proposed evaporation ponds for solar drying prior to final residue disposal in the Logan County landfill.
- The new water treatment facility is necessary to address high uranium concentrations in the Merino raw water.
- There will be uranium present in the dried residue that accumulates in the evaporation ponds. There will also be many other constituents removed from the water present in the dried residuals. Calculations indicate that the uranium concentration in the dried residue will be approximately 0.0035 percent. As long as the uranium concentration in the waste is less than about 0.005 percent (equivalent to 30 pCi/gm) it can be disposed of in a regular municipal solid waste landfill.
- The site proposed for the evaporation ponds is approximately 4,500 feet north of Merino.
- The preliminary design includes three separate evaporation ponds. This will allow one or two ponds to be in a drying mode while the remaining pond(s) receives liquid wastes from the water treatment facility. When the material in a pond is completely dry it will be removed with a backhoe and hauled to the Logan County Landfill. After a pond has been cleaned it will again be available to receive liquid waste.
- The evaporation ponds will be constructed of earthen berms with a double synthetic membrane liner system. A leak detection system will be provided between the two liners to detect any water leaking through the upper liner.
- 12 to 18 inches of dirt will be placed over the liner system to allow the pond to be cleaned with a rubber tired or rubber tracked vehicle without damaging the liners.
- Calculations indicate that one pond will have to be cleaned out every five to eight years.
- The Town of Merino will be responsible for operating and maintaining the evaporation ponds.
- When sanitary surveys are performed by the Northeast Colorado Health Department or the Colorado Department of Public Health and Environment (CDPHE) they will check the pond system to be sure the facility is functioning properly.
- The evaporation ponds are technically classified as solid waste disposal facilities under the Colorado Solid Waste Disposal Regulations. This classification requires that the ponds be constructed in accordance with criteria documented in Section 9 of the Colorado Solid Waste Disposal Regulations which covers "Waste Impoundments". The Solid Waste Disposal Regulations also require that design of the ponds be documented in an Engineering Design and Operations Plan (EDOP) approved by the CDPHE and that they be issued a "Certificate of Designation" by Logan County prior to their construction.

Town of Merino
Conditional Use Permit
SW 1/4 SW 1/4 Sect 7
Town 6 N, R 53 West



SITE PLAN

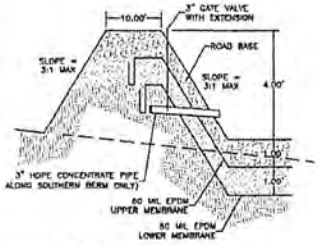
SCALE: 1" = 50'

EARTHWORK:
CUT 8,550 CY
FILL 11,290 CY
IMPORT 8,350 CY (ROAD BASE)
(8,550 + 8,350) x 0.8 COMPACTION FACTOR
= 11,920 CY ACTUAL CUT
= 11,290
630 CY EXPORT

ACREAGE OF WATER SURFACE AREA AT 1' ABOVE BOTTOM OF POND: 3.2 AC

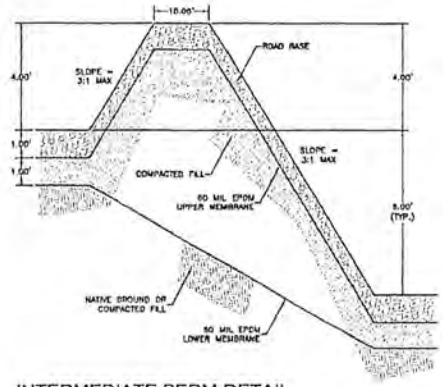
LEGEND

- EXISTING WATER LINE
- PROPOSED WATER LINE
- EXISTING SANITARY SEWER
- EXISTING STORM DRAIN
- EXISTING HIGH PRESSURE GAS
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRICAL
- EXISTING UNDERGROUND ELECTRICAL
- EXISTING TELEPHONE LINES
- EXISTING FIBER-OPTIC LINES
- EXISTING FENCE
- STREET RIGHT-OF-WAY
- EXISTING GROUND SURFACE CONTOUR
- PROPOSED FINISHED SURFACE CONTOUR



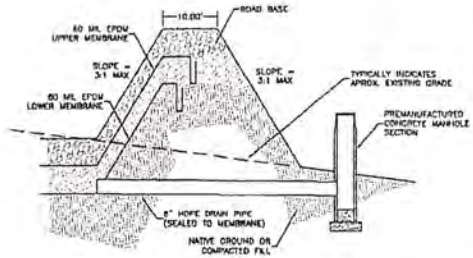
PERIMETER BERM DETAIL

HORZ. SCALE: 1" = 10'



INTERMEDIATE BERM DETAIL

HORZ. SCALE: 1" = 10'



SAMPLE MANHOLE DETAIL

HORZ. SCALE: 1" = 10'

JB Wright & Associates, Inc
Municipal / Civil Engineering Services
107 Vertical Street
Lyons, CO 80540
Phone: (303) 823-1034
Project Engineers

NO	DATE	BY	DWN	DESCRIPTION
REVISIONS				

Date: Nov. 3, 2014
Job No.:
Drawn: MTH
Design: JTW
Checked: JTW
Scale: AS SHOWN

TOWN OF MERINO
EVAPORATION PONDS

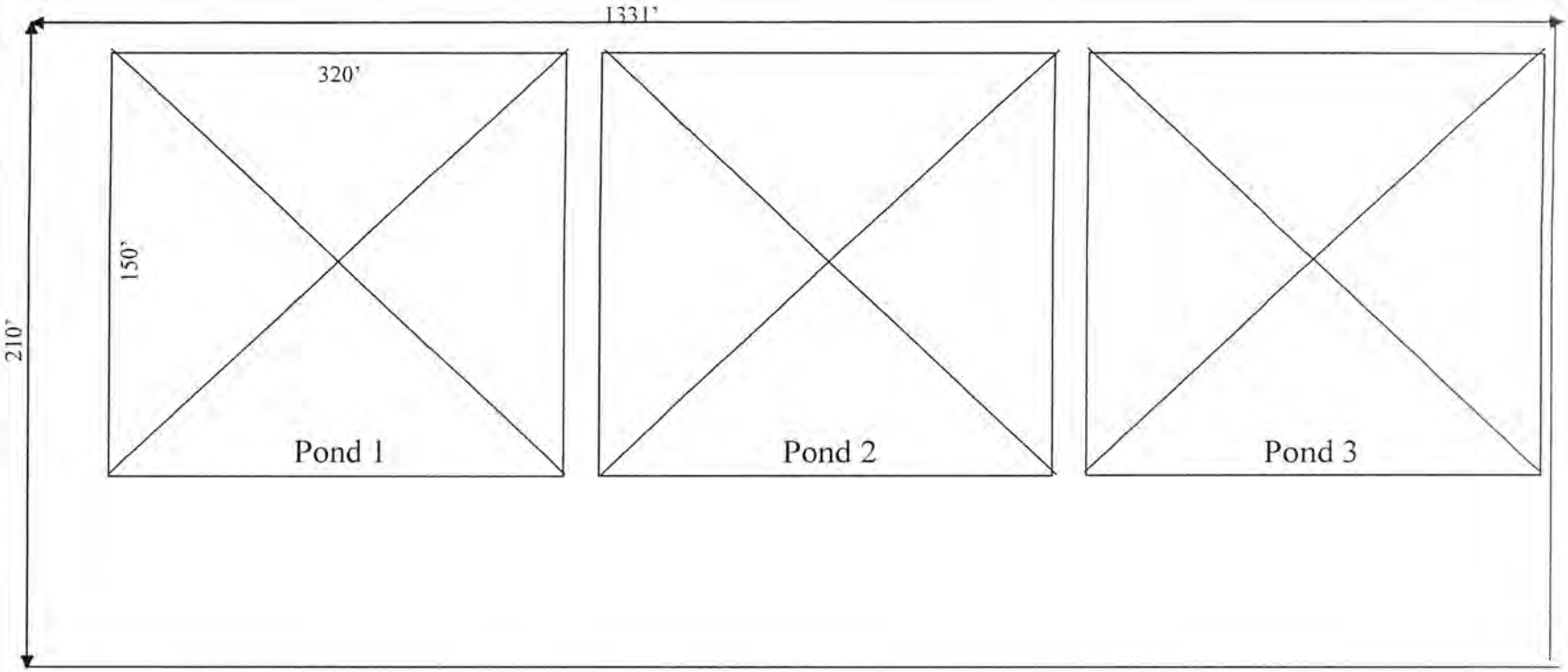
OVERALL SITE PLAN

Sheet: 2 of 1

Town of Merino
Conditional Use Permit
SW4 SW4 07-06-53

received by email
11/13/2014

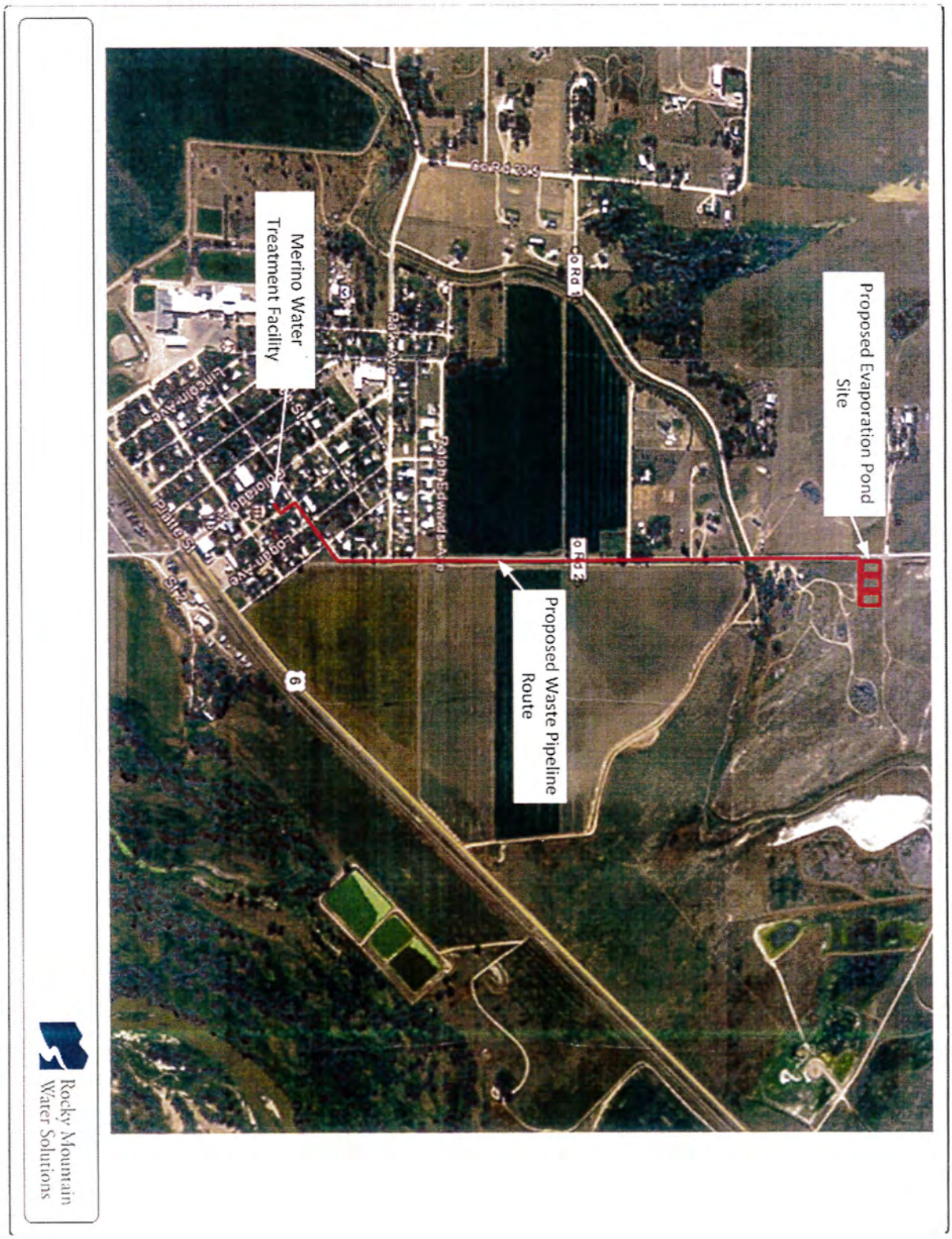
County Road 25



Town of Merino
Gafford Minor Subdivision
Lot 1

TOWN OF MERINO
CONDITIONAL USE PERMIT
SW 1/4 SW 1/4 SECTION 7, TOWNSHIP 6 NORTH, RANGE 53 WEST

Town of Merino
Conditional Use Permit
SW 1/4 SW 1/4 Sect 7
Town 6 N, R 53 West



AGREEMENT FOR SERVICE

THIS AGREEMENT is made this 31ST day of March, 2015, by and between the LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado, hereinafter called "LCFR," and GO-DERBY PROMOTIONS, 6002 Ashcroft Road, Greeley, Colorado, 80634, hereinafter called "Go-Derby."

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

WHEREAS, Go-Derby shall perform the duties of manager and consultant for LCFR to successfully promote and present a Demolition Derby for the LOGAN COUNTY FAIR & RODEO at Logan County Fairgrounds, Sterling Colorado, on Sunday, August 9, 2015 at 5:30 p.m. (the "Event"), as more specifically set forth in Section I.

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

SECTION I - SERVICE OF GO-DERBY

A. Go-Derby agrees to make all arrangements for the recruitment and registration of participants for the Event. Go-Derby will require that all event participants pay an entry fee of $50.00, purchase all necessary pit passes for $20.00 each, and pass a vehicle safety inspection.

B. Go-Derby will determine and provide the racing format, the scheduling of heats, the judging scoring, the timing of heats, and entertainment between heats, subject to approval by the LCFR.

C. Go-Derby will provide all judges and make appropriate provisions for any other clerical crew personnel needed for the Event, all at the sole expense of Go-Derby.

D. Go-Derby shall be responsible for recruiting and soliciting Event participants at its sole cost.

E. Go-Derby shall be responsible for coordinating the Event schedule and shall report all problems or concerns with the LCFR Demolition Derby Committee Chairman.

F. Go-Derby shall provide and assign duties and responsibilities to a sufficient number of unpaid volunteers to help with staging the Event.

G. Go-Derby shall determine the winner(s) of each heat, and the Event, and shall provide the LCFR with a list of winners. Go-Derby shall provide appropriate trophies to event winners at its sole cost.

H. Prior to the Event, Go-Derby shall determine the categories of winners entitled to receive purse monies, and the amounts that will be awarded to such winners, subject to approval by the LCFR Demolition Derby Committee Chairman.

I. Go-Derby shall provide the LCFR with all monies collected for the Event by the conclusion of the Event, on August 9, 2015. Payment of all monies collected must be made to the LCFR no later

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than the night of the event.

J. Go-Derby shall at its own cost provide an Announcer for the Event and the necessary amplifier and sound equipment for the Announcer, as well as incidental equipment and supplies, such as supply flags, stop watches, radios and other materials necessary for the Event.

SECTION II - RESPONSIBILITY OF THE LCFR

A. LCFR shall provide information as necessary or requested by Go-Derby to enable Go-Derby's performance under this Agreement.

B. LCFR shall promptly notify Go-Derby in writing whenever the LCFR becomes aware of unsatisfactory performance of services.

C. LCFR agrees to provide Go-Derby with the use of the Grandstand Arena at the Logan County Fairgrounds for the presentation of the Event. Location shall be clear of brush, trash, and other objectionable matter so as to be in a condition that the Event may be safely and conveniently set up.

D. LCFR shall provide the following site functions and physical services, and associated personnel, as reasonably required during the Event: Ambulance, fire truck, road grader, and water truck.

E. LCFR shall provide wreckers, front end loaders, and a road grader, and personnel to operate same, for removal of disabled cars after each heat and after the Event is concluded, and to groom the arena floor as reasonably required before the Event and between Event heats.

F. LCFR shall provide security for the Event.

G. LCFR shall advertise the Event to the public.

H. LCFR shall pay purse moneys and issue purse checks to participant winners the night of the Event. The total purse monies paid by LCFR and available for distribution shall be determined by mutual agreement of Go-Derby and the LCFR.

I. LCFR shall provide personnel for conducting general admission ticket sales for the event, collected at the rate of $15.00 per seat for all box seats, $10.00 per seat for adults thirteen (13) years of age and older, and $5.00 per seat for children twelve (12) years of age and under.

J. LCFR shall provide tickets and pit passes.

SECTION III - TERM

This agreement applies to the preparation for and presentation of the Demolition Derby to be conducted on August 9, 2015 at the 2015 Logan County Fair, and at each successive Logan County Fair if this agreement renews. Provided that Go-Derby fully complies with all material obligations under this agreement each year and performs the agreement to the sole satisfaction of LCFR, this Agreement shall automatically renew annually for successive annual Events, one occurring during the 2016 Logan County

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Fair and one occurring during the 2017 Logan County Fair. Written notice setting forth each successive Event and the associated dates and times for performance shall be provided by LCFR to Go-Derby within a reasonable amount of time after the dates for each ensuing county fair are determined, but no later than December 15 annually. As required by law, LCFR's obligation to perform this agreement as to any successive Event is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further obligation or liability of either party.

SECTION IV - PAYMENT AND FEE SCHEDULE

It is understood and agreed by the parties hereto, that the LCFR shall pay Go-Derby for services furnished, and that Go-Derby shall accept as full payment for the services furnished, an amount equal to Seven Thousand Eight Hundred Dollars ($7,800.00) per Event. Payment for services furnished shall be as follows:

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

B. Event
The LCFR shall pay Go-Derby on the night of the Event the sum of Six Thousand Three Hundred Dollars ($6,300.00).

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

SECTION V - INDEPENDENT CONTRACTOR

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

SECTION VI - INDEMNIFICATION

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

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SECTION VII - INSURANCE

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

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

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

Worker's Compensation Insurance: As Required by Colorado Statutes

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

A. Underwriters shall have no right of recovery or subrogation against the LCFR, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Go-Derby.

B. The insurance companies issuing the policy or policies shall have no recourse against the LCFR for payment of any premiums due or for any assessments under any form of any policy.

C. Any and all deductibles contained in any insurance policy shall be assumed by and paid at the sole expense of Go-Derby.

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

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

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

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

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SECTION VIII - TERMINATION FOR CAUSE

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

SECTION IX - MUTUAL UNDERSTANDINGS

A. Assignability

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

B. Waiver

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

C. Force Majeur

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

D. Notice

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

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

Go-Derby Promotions
6002 Ashcroft Road
Greeley, CO 80634
Attn: Terry Frank, President

E. Integration of Understanding

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

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F. Severability

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

G. Authorization

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

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

LOGAN COUNTY FAIR & RODEO	GO-DERBY PROMOTIONS
By:_____	By: Terry Frank
Name:_____	Name: Terry Frank
Title:_____	Title: President
Date:_____	Date: 3/31/2015

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Resolution

NO. 2015-9

Historical Structure Designation

A RESOLUTION GRANTING THE ESTABLISHMENT OF A HISTORICAL STRUCTURE DESIGNATION FOR DOWIS WOMEN'S DORMITORY, CURRENTLY KNOWN AS DOWIS RESIDENCE HALL, LOCATED AT 145 COLLEGE AVENUE ON THE NORTHEASTERN JUNIOR COLLEGE CAMPUS IN STERLING, COLORADO.

WHEREAS, Northeastern Junior College has requested a historical building designation of Dowis Residence Hall to facilitate the restoration, renovation and preservation of the structure, which is located within the following legally described property:

A tract of land lying in the SW 1/4 of the NW 1/4 (SW1/4NW1/4) of section 28, Township 8 North, Range 52 West of the 6th P.M., more particularly described as follows: Beginning at the Northeast corner of the SW1/4NW1/4 of Section 28, Township 8 North, Range 52 West, thence South 88° 25' West along the North line of the SW1/4NW1/4 of said section 28 a distance of 430 feet; thence South 1° 35' East a distance of 475.5 feet; thence North 88° 25' East a distance of 407.74 feet; thence North 29° 40' East 42.92 feet; thence North 1° 35' West a distance of 438.81 feet; to the point of beginning; Logan County, Colorado.

WHEREAS, Dowis Women's Dormitory was originally designed by renowned architect Eugene Sternberg in 1952 and was dedicated in April of 1953. The contractor was A.H. Jacobs, an assignee of the Mac-Neff Homes Company. Initially it housed 24 women students and a dormitory supervisory family. In 1959 an addition of 10,623 square feet was added to the original size of the building of 4,658 square feet to increase student capacity designed by Murrin, Kasch, Kahn and associates; and

WHEREAS, providing historic example of the "Modernistic" architectural design so popular in the fifties, Dowis Residence Hall epitomizes Sternberg's International style of architecture. It is characterized by many of the construction innovations Sternberg brought from his work in London, combining quality architectural design with economical construction. Many of the building's interior and exterior features retain integrity to their original appearance. Currently it is still being used as a dormitory and houses 73 students with 27 double rooms as well as a 6 apartment wing with private bathrooms in addition to two rooms for student recreation use; and

WHEREAS, the governing body of any county may, pursuant to C.R.S. § 30-11-107(1)(bb), provide for the preservation of the cultural, historic and architectural history within the county by ordinance or resolution, and has the authority to designate historic landmarks and historic districts; and

WHEREAS, Dowis Residence Hall is an outstanding example of Sternberg's work and can be viewed as an historical architectural legacy in Logan County.

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

Dowis Women's Dormitory, now known as Dowis Residence Hall, located at 145 College Avenue on the Northeastern Junior College Campus in Sterling, Colorado and situated within the parcel legally described above, is hereby designated an historic structure for purposes of restoration, renovation, and preservation consistent with the cultural and architectural history that it represents.

Adopted this 7th day of April, 2015

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

_____(Aye)(Nay)
Rocky L. Samber, Chairman

_____(Aye)(Nay)
David G. Donaldson, Commissioner

_____(Aye)(Nay)
Gene A. Meisner, 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, State of Colorado, in regular session on the 7th day of April, 2015.

_____
County Clerk and Recorder