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

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 6, 2016 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 23, 2016 meeting.

Acknowledge receipt of the Landfill Supervisor's report for the month of August 2016.

Unfinished Business
New Business

Consideration of an agreement between City of Sterling and Logan County for the donation of a used mobile home for use as an office structure at Logan County Shooting Sports Complex.

Consideration of the approval of Resolution 2016-26 for providing the requested certifications for Logan County Treasurer's account at Eastern Colorado Bank.

Consideration of the renewal of an agreement between Logan County and Banner Health for the provision of medical supplies for Logan County Ambulance Service.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, September 13, 2016, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

August 23, 2016

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rob Quint	Logan County Planning and Zoning
Don Stieb	Stieb Brothers
Pat Kloberdanz	
Rich Kloberdanz	
Leo Stieb	Stieb Brothers
Kenneth Pomeroy	
Callie Jones	Journal Advocate

Chairman Samber called the meeting to order at 9:01 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 9, 2016, meeting.
- Acknowledgement of the receipt of the Clerk and Recorder's report for the month of July, 2016.

Commissioner Meisner moved to approve the Consent Agenda for Tuesday, August 23, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:
Commissioner Donaldson made a motion to approve a Fourth Amendment to the Lease between Logan County and Northeastern Junior College for use of the Logan County Fairgrounds and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2016-22 and an application for vacation of a Subdivision Exemption Plat previously approved for Richard E. and Patricia A. Kloberdanz in the SW4SE4 of Section 4, Township 8 North, Range 52 West of the Sixth Principal Meridian,

Logan County, Colorado. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2016-23 and an application for Subdivision Exemption on behalf of Richard E. and Patricia A. Kloberdanz to create a 12.20-acre parcel and a 3.97-acre parcel from a 157-acre Agricultural parcel in an "A" Agricultural District located in the Southeast Quarter (SE1/4) of Section 4, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber opened a public hearing on Resolution 2016-24 an application for renewal of a Special Use Permit and an amendment authorizing expansion from a 2,000-head to a 10,000-head feedlot on behalf of Stieb Brothers, Inc. in the West Half of the Southwest Quarter (W2SW4) of Section 3 and the East Half of the Southwest Quarter (E2SE4) of Section 4 which lie North and West of the Iliff and Platte Valley Irrigation Canal all being in Township 9 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado.

- Rob Quint of Planning and Zoning addressed the board.
- Don Stieb Addressed the board.

Chairman Samber closed the public hearing relating to 2016-24.

Commissioner Meisner moved to approve Resolution 2016-24 and an application for renewal of a Special Use Permit and an amendment authorizing expansion from a 2,000-head to a 10,000-head feedlot on behalf of Stieb Brothers, Inc. in the West Half of the Southwest Quarter (W2SW4) of Section 3 and the East Half of the Southwest Quarter (E2SE4) of Section 4 which lie North and West of the Iliff and Platte Valley Irrigation Canal all being in Township 9 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Donaldson seconded the motion. Chairman Samber requested clarification on the request of the 100 foot setback.

Commissioner Donaldson made a motion to amend the set back to 100 feet on the east side for Resolution 2016-24. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber addressed the original motion on the table that had been moved and seconded to approve Resolution 2016-24 as described in the agenda as amended to include the 100 foot set back east of County Road 55 and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2016-25 and an application for a Minor Subdivision on behalf of Russell L. and Jewelie S Yetter to create a two-(2) lot minor subdivision consisting of Lot 1, containing 23.37 acres, and Lot 2, containing 16.69 acres, located in the Southeast Quarter of the Southeast Quarter (SE4SE4) of Section 26, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 8, 2016 and authorize the chairman to sign. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and the RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 8, 2016 and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the Capacity Commitment agreement between Logan County and Clean Energy Collective, LLC for participation in the community solar garden Solar Rewards Program. Commissioner Donaldson seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, August 30, 2016 at 9:00 a.m. in the hearing chambers 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: Pamela M. Bacon

Logan County Clerk & Recorder

Approved: August 30, 2016

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 AUGUST 2016		TONS	PRICE	CHARGES
City of Sterling (Packers)CHG	SF	573.2	@ $1.17	$670.64
City of Sterling (Dump Trucks)CHG	CL	141.56	@ $20.00	$2,831.20
City of Sterling Cleanup CHG	SFCC		@ $1.17	$0.00
Commercial (Packers & Roll Offs)	C	1102.88	@ $21.00	$23,160.48
Out of County	OC	105.73	@ $42.00	$4,440.66
General Public		427.20	@ $21.00	$8,971.20
Area Town Clean-ups	CPC		@ $1.00	$0.00
Petroleum Contaminated Soil	PCS		@ $25.00	$0.00
<5 TONS ON FREE CERTIFICATES	XTON	1.93	@ $21.00	$40.53
Rural Free Certificate Days	NC	95.68	NC	
TOTAL TONS		**2448.18**		
$10.00 MINIMUM DIFFERENTIAL				**$1,091.08**
E-Waste Recycling		95 items		$624.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)		740	lb $0.08	$59.20
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		255	@ $5.00	$1,275.00
Truck Tires (CHG)		7	@ $8.00	$56.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		2	@ $12.00	$24.00
Earth Moving Tires (CHG)			@ $20.00	$0.00
Tractor/Earth Moving Tires (NC)			NC	
R&B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		2	@ $5.00	$10.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@	$0.00
Unsecured/Unauthorized Loads (CHG)			@ $10.00	$0.00
CASH				**$8,211.78**
CHARGE				**$35,042.21**
TOTAL				**$43,253.99**
TOTAL # OF VEHICLES		911		

Pam Terdig
09-01-2016

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

AUGUST	TONS	CPC (CLOSURE)
CASH	403.50	626.79
CHARGE	1329.92	1354.56
CITY OF STERLING	714.76	NA
TOTAL	**2448.175**	**$1,981.35**
E-WASTE	0	NA
GEW	0.37	NA
RECYCLED METAL		NA
RECYCLED TIRES		NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	2448.545	

Pam Ferdig
09-01-2016

CONTRACT TO BUY AND SELL PERSONAL PROPERTY

1. PARTIES AND PROPERTY. The **Board of County Commissioners of Logan County, Colorado,** "Buyer", agrees to buy, and **The City of Sterling, Colorado,** a Colorado municipal corporation, "Seller", agrees to sell, on the terms and conditions set forth in this contract, the following described personal property in the County of Logan, State of Colorado, to-wit: that mobile home pictured on Exhibit A attached hereto (the "Property") ***"as is"*** and ***"where is"*** and presently located upon the following described real estate:

DESCRIPTION

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 33; THENCE NORTH 88°11'25" EAST ALONG THE SOUTH LINE OF SAID SECTION 33 A DISTANCE OF 1218.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 22°30'05" EAST A DISTANCE OF 722.79 FEET; THENCE NORTH 28°54'00" EAST A DISTANCE OF 176.10 FEET; THENCE NORTH 25°59'10" EAST A DISTANCE OF 1405.87 FEET; THENCE SOUTH 86°05'55" WEST A DISTANCE OF 923.70 FEET; THENCE NORTH 0°53'30" WEST A DISTANCE OF 646.40 FEET TO A POINT ON THE NORTH LINE OF SAID SW1/4 OF SECTION 33; THENCE NORTH 88°49'35" EAST ALONG THE NORTH LINE OF SAID SW1/4 OF SECTION 33 A DISTANCE OF 1293.33 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 OF SECTION 33; THENCE SOUTH 1°10'40" EAST ALONG THE EAST LINE OF SAID SW1/4 OF SECTION 33 A DISTANCE OF 2652.15 FEET TO THE SOUTHEAST CORNER OF SAID SW1/4; THENCE SOUTH 88°11'25" WEST ALONG THE SOUTH LINE OF SAID SW1/4 OF SECTION 33 A DISTANCE OF 1394.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 60.77 ACRES, MORE OR LESS.

2. INCLUSIONS/EXCLUSIONS. The purchase price includes any and all items of personal property presently inside the Property. The following attached fixtures are excluded from this sale: none.

3. PURCHASE PRICE AND TERMS. The purchase price shall be ***$10.00***, payable in U.S. dollars by Buyer as follows:

$10.00 hereby receipted for by Seller.

4. NOT ASSIGNABLE. This contract shall not be assignable by Buyer without Seller's prior written consent. Except as so restricted, this contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.

5. EVIDENCE OF TITLE. Seller makes no warranties of any type relative to the condition and/or title of/to the Property.

6. OMITTED.

7. **INSPECTION.** Buyer waives inspection of the Property and hereby agrees to take title and possession of the Property ***as is*** and ***where is, and the physical condition of the Property shall be deemed to be satisfactory to Buyer.***

8. **DATE OF CLOSING.** The date of closing shall be ***on or before October 1, 2016.***

9. **TRANSFER OF TITLE.** Subject to tender or payment at closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller shall execute and deliver a personal property bill of sale to Buyer on closing conveying the Property ***as is*** and ***where is - without any warranty of title.***

10. **OMITTED.**

11. **OMITTED.**

12. **POSSESSION.** Possession of the Property shall be delivered to Buyer at closing. Buyer shall remove said Property from the above described real estate at its own risk and expense no later than ***November 1, 2016.***

13. **CONDITION AND DAMAGE TO PROPERTY.** The Property shall be delivered to Buyer in the condition existing as of the date of closing.

14. **OMITTED.**

15. **OMITTED.**

16. **MODIFICATION OF THIS CONTRACT.** No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

17. **ENTIRE AGREEMENT.** This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract.

SELLER
CITY OF STERLING, COLORADO

By_____
Mayor

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney

BUYER:
BOARD OF COUNTY COMISSIONERS
OF LOGAN COUNTY, COLORADO

_____

ATTEST:

_____
Clerk

APPROVED AS TO FORM:

_____
County Attorney

Exhibit A

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: LOGAN COUNTY TREASURER
315 MAIN STREET
STERLING, CO 80751

Financial Institution: The Eastern Colorado Bank
Cheyenne Wells Branch
10 South First; P.O. Box 888
Cheyenne Wells, CO 80810

Account No:

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, hereby CERTIFY AND STATE UNDER PENALTY OF PERJURY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

ACCOUNT HOLDER. LOGAN COUNTY TREASURER is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on Sept. 8, 2015-Reso. #2015-27 Sept 6, 2016-Reso. #2016-26, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of money bearing the following appropriate number of signatures: Any **one** (1) of the following named officers or employees of this Entity ( ) whose actual signatures are shown below:

X Patricia Bartlett
PATRICIA BARTLETT, COUNTY TREASURER of LOGAN COUNTY TREASURER

X Virginia Hoffmann
VIRGINIA HOFFMANN, DEPUTY TREASURER of LOGAN COUNTY TREASURER

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above hold the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on _____, **2016 and attest that the signatures set opposite the names listed above are their genuine signatures.**

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X_____
*Official

X_____
Co-*Official

*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.

STATE OF COLORADO)
) SS
COUNTY OF _____)

Subscribed and sworn to before me on this _____ day of _____, 20_____, by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

_____

Notary Public

DEPOSIT PRO, Ver. 16.2.10.016 Copr. D+H USA Corporation 1996, 2016. All Rights Reserved. CO - - c:\harland\CFI\TIS\L716 TR-28682

FIFTH AMENDMENT TO MEDICAL SUPPLY RESTOCKING AGREEMENT
(Banner Health Contract Number 0310-03-30237 A5)

THIS FIFTH AMENDMENT TO MEDICAL SUPPLY RESTOCKING AGREEMENT ("Fifth Amendment") is made and entered into as of the signature dates set forth below, to be effective as of October 7, 2016 ("Effective Date") by and between **Banner Health**, an Arizona nonprofit corporation, d/b/a **Sterling Regional MedCenter** ("Banner") and **Logan County Ambulance** ("Logan County"). Banner and Logan County may collectively be referred to as the Parties.

RECITALS:

A. Banner and Logan County are parties to that certain Medical Supply Restocking Agreement dated October 7, 2011, and as amended from time to time by the First through Fourth Amendments (as amended, the "Agreement"), wherein Banner agreed to provide restocking of needed medical supplies and pharmaceuticals to Logan County, as more particularly described therein.

B. The Parties have agreed to extend the term and modify certain provisions of the Agreement.

C. The Parties desire to evidence these modifications by execution of this Fifth Amendment.

NOW THEREFORE, the Parties agree as set forth below:

1. Amendment of Agreement.

   a. Section 4 of the Agreement is hereby amended to extend the term of the Agreement for a period of one (1) year as of the Effective Date and continuing through October 6, 2017, subject to earlier termination as provided in the Agreement.

   b. The notice address of Banner listed in Section 10.D. is hereby deleted in its entirety and replaced with the following:

      "with a copy to: Banner Health Legal Department
      2901 N. Central Avenue, Suite 160
      Phoenix, AZ 85012-2700
      Attn: SVP/General Counsel"

2. Agreement Effective. Except as amended by this Fifth Amendment, the Agreement attached hereto and hereby made a part of this Fifth Amendment shall remain in full force and effect.

3. Precedence of Amendment. In the event of a conflict between the terms and conditions of this Fifth Amendment and the terms and conditions of the Agreement, the terms and conditions of this Fifth Amendment shall govern and control.

4. Capitalized Terms. All capitalized terms used in this Fifth Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

5. Incorporation. This Fifth Amendment shall be attached to, and made a part of, the Agreement.

This Fifth Amendment will not be in effect until signed by both Parties.

Banner Health, an Arizona nonprofit corporation, d/b/a Sterling Regional MedCenter

By:_____
Jeffrey D. Shelton
Its: Chief Executive Officer

Signature Date :_____

Logan County Ambulance

By:_____

Its:_____

Signature Date :_____