



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, April 30, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the April 16, 2019 meeting.

Unfinished Business

The Board will award the proposal for the Asphalt Overlay Projects to be done in 2019.

New Business

Approval of an agreement between Logan County and McAtee Construction DBA Simon Construction for furnishing all of the materials, equipment and labor necessary to perform all work described in the specifications for the 2019 Overlay Program.

The Board will award bids for various items/services for the Logan County Fair:

- Beer Garden, Knights of Columbus \$12,000 + upgrades.
- PBR, Kevin Rich – Wild West Cattle Company \$48,500.
- Gate Keepers – Anthony Waldon \$1,900.
- Restroom Cleaning - \$3,400.
- Parking Attendants - Sterling Titans Baseball Team \$2 per car.
- Ticket Sales/Box Office – Caliche After Prom (negotiated bid).
- Ticket Takers – Caliche After Prom \$3,000.
- Superintendent's BBQ – Jimmy L's BBQ \$6.50/plate; Logan County 4-H \$9.00/plate.
- Tractor Pull – Heartland Pulling \$10,395.

Consideration of the approval of a Logan County Lodging Tax Board Project for Ambassador Feature Film Production in the amount of \$6,700.

Consideration of the approval of a Project Agreement between Logan County and Buffalo RE-4J School District for grant administration of a Great Outdoors Colorado (GOCO) grant for construction of a Track & Field Facility located on property owned by the Buffalo RE-4J School District at Merino Schools, 315 Lee Street, Merino, Colorado.

Consideration of the approval of Resolution 2019-21 and an application for approving the final plat for the Thompson Minor Subdivision located in the SW1/4 of Section 30, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2019-22 and an application granting the renewal and amendment of Special Use Permit #189 issued to Lardyn Consulting, LLC, for the operation of a 5,000 head cattle feedlot located in the N ½ of Section 19, Township 9 North, Range 52 West of the Sixth Principal Meridian, in Logan County, Colorado.

Consideration of the approval of proposals from Blazen Illuminations in the amount of \$14,250 (labor) and \$12,950 (materials) for repair of the exterior lighting system on the Logan County Courthouse.

Consideration of the approval of a proposal for replacement of balancing valve cartridges (\$15,200) and “Y” (\$5,045) strainers on the Logan County Courthouse from Diller Mechanical Services, LLC.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, April 30, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

April 16, 2019

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Dave Conley	Lodging Tax Board
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Planning and Zoning
Jerry Casebolt	Emergency Management
Dave Long	Department of Human Services
Yvonne Draxler	Family Resource Center
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Chairman McBride made a revision to Resolution 2019-20 amending Section 7.2 should read Resolution 2019-20 amending Section 7.3.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 2, 2019 meeting.
- Acknowledgment of the receipt of the Treasurer's report for the month of March, 2019.
- Acknowledgment of the receipt of the Public Trustee's report for the first quarter of 2019.
- Acknowledgment of the receipt of the Clerk and Recorder's report for the month of March, 2019.
- Acknowledgment of the receipt of the Sheriff's fee report for the month of March, 2019.
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of March, 2019.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner Pelton seconded and the motion carried 3-0.

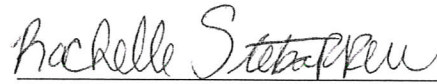
Chairman McBride continued with Unfinished Business:

Commissioner Pelton moved to award the bid for the purchase of a single axle chassis snowplow package dump/hydraulics/hitch to Kois Brother Equipment Company Inc. for \$157,218.00 for the Logan County Road and Bridge Department. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Romeo Entertainment Group, Inc., to secure Blackhawk, Restless Heart, & Shenandoah as the entertainment for the Logan County Fair Night Show to be held August 10, 2019 and authorize the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

There being no further business to come before the Board, the meeting adjourned at 10:00 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: April 30, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

Logan County 2019 Asphalt Program
Specifications


The Logan County Board of Commissioners is accepting sealed proposals for the 2019 Asphalt Program. All proposers shall submit proposals in accordance with the following specifications:

1. It shall be the responsibility of the proposer to furnish all the necessary equipment, materials, and personnel to complete the project in an efficient, thorough and workman-like manner.
2. Overlay/Reconstruction Requirements:
 - a. The new asphalt mat shall be laid in two lifts. The first lift shall be a leveling course with a compacted thickness of not less than 1½". The finish lift shall have a compacted thickness of 1½" or a 2" overlay without leveling course as specified by county on each selected road.
 - b. New asphalt shall be laid on approved subgrade (approved by county) in 1½" lifts with a minimum of a 3" finished mat.
 - c. Reclamation Requirements (depth, haul off, grading, stabilization, etc.) will be discussed on a per project basis when reclamation is required. It is the responsibility of the contractor to contact the road and bridge manager when projects list (attached) requires reclamation.
 - d. The asphalt aggregates shall meet the Colorado Department of Highways Standard Specifications for Road and Bridge Construction, Grade F or greater.
 - e. ¾ inch screened aggregate shall be utilized by successful proposer.
 - f. The new asphalt mat shall have a width of the existing road.
 - g. The tack coat shall be CSS.1-H or equivalent, and must be applied not more than 1 hour before asphalt paving is to be laid.
 - h. The amount to be overlaid will depend on the price of the final contract. Actual roads to be overlaid will need final approval of road and bridge Manager if price exceeds budgeted dollars for all roads proposed for overlay for 2019.
 - i. All asphalt products should meet specifications of Grade F or Greater.
3. All Proposers shall include a bid bond with their proposal. The bid bond shall be in the amount of 5% of the proposal submitted.
4. The successful proposer shall furnish a performance bond and a payment bond prior to the commencement of any work on the project. Said bonds shall be for 100% of the total proposal.
5. Logan County shall be responsible for furnishing all equipment, materials and personnel to complete any base course preparations in an efficient, thorough and workman-like manner.

18. The Contractor is responsible for all signage in accordance with the Manual on Uniform Traffic Control Devices. Flag persons as necessary will also be the responsibility of the contractor.
19. The County may periodically have a specimen tested to ensure compliance with the specifications. A minimum density of 93% will be required. The County will be responsible for such testing to ensure that the Grade F and minimum density requirements are met.
20. To be considered, all proposers must file a current copy of the Colorado Department of Highways qualified bidder letter.
21. If anticipated funds become available, additional miles may be added to the contract.
22. Temporary striping will be provided by the Contractor. Cost for the striping shall be included in the proposal of the contractor. The temporary striping will be in place prior to the end of the first working day after the asphalt mat has been completed.

Proposal Price Using Grading F Unit Price PerTon: \$ 97.10

Company Name: McAfee Construction DBA Simon

By: 

Title: Construction Manager

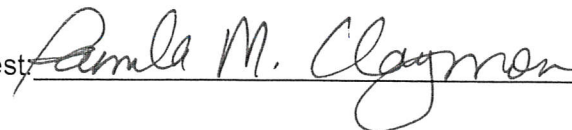
Address: 220 Edward Ave. PO Box 1908

City/State/Zip: Sterling, CO 80751

Phone: 970-522-3647

Fax: 970-522-9725

E-mail: Jharms@simon team.com

Attest: 

Logan County 2019 Overlay Program
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2019 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and _____, hereinafter called Contractor.

It is understood that the representative of the County shall be the Logan County Road and Bridge Manager.

WITNESSETH, that the Contractor and the County for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2019 Overlay Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed by October 15, 2019.
- B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

- A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of road and bridge foreman.
- B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

Hot Bituminous Paving Grading F - Unit Price Per Ton \$ 97.10



TO Logan County

EAST REGION

220 Edward Ave. Sterling, CO 80751

OFFICE 970.522.3647 FAX 970.522.9725

simonteam.com

PROJECT 2019 Logan County Overlays

PROPOSAL BREAKDOWN

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
CottonWood Subdivision					
	Full Depth Reclamation	9111	SY	\$5.00	\$45,555.00
	Remove Excess Material	850	CY	\$15.00	\$12,750.00
	3" Asphalt Paving	1525	TN	\$90.00	\$137,250.00
	Utility Adjustments	12	EA	\$800.00	\$9,600.00
					\$205,155.00
	CR 22 Overlay	6450	TN	\$87.50	\$564,375.00
	Proctor Bidge Repair	375	TN	\$110.00	\$41,250.00
				Total	\$810,780.00
				Price/Ton for 8350 Tons	\$97.10

TERMS

- 1 Price includes one move-in For each bid item
- 2 Price does not include cold weather protection, survey, testing, weed control, & striping,
- 3 Prices are for the 2019 construction season.
- 4 Invoice will be based on actual installed quantities.

All legal fees and expenses incurred in the collection of monies due will be the responsibility of the owner

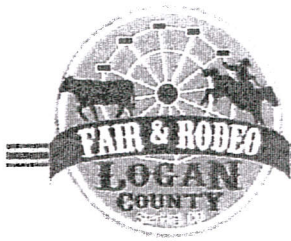
PREPARED BY
Jeff Harms

970-232-5636

CUSTOMER SIGNATURE OF ACCEPTANCE

DATE





Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This proposal is submitted to the Commissioners for Logan County for the bid of \$ 12,000

Knights of Sterling Ron Schroeder - 970-580-3344
Name of Organization Additional Contact Person

Don Masin 970-520-0121 (C)
Agent Telephone Number at Fair Time (cell phone)

14727 Rebecca Drive Sterling, CO 970-522-6467 (H)
Address Telephone Number

The Knights of Sterling are placing this bid of \$12,000.00/yr for five consecutive years. Placing the bid for multiple years will provide the Knights to the opportunity to make improvements, suggested by our clients, to the beer garden facility.

The Knights of Sterling would offer those improvements in a separate proposal to this bid. We envision a process similar to the construction of the current beer garden building, for which the Knights paid \$2500/yr for six years for the total cost of \$15,000 for the new building, in addition to the \$9500/yr separate cost for the previous Beer Garden bid. The details of the improvements would be negotiated, and Logan County would receive an enhanced asset to the Fair Grounds.

Logan County Fair & Rodeo 2019 Bids

Beer Garden Bid – One Bid Received:

Approved for Knights of Sterling for \$12,000.00 plus upgrades, i.e. curtains on the West side, etc.

PBR Bid – One Bid Received:

Approved for Kevin, Wild West for \$48,500 which is an increase of \$1,000 from last year.

Gate Keepers – One Bid Received:

Approved for Anthony Waldon for \$1,900

Restroom Cleanup – One Bid Received:

Approved for Anthony Waldon for \$3,400

Parking Attendants – One Bid Received:

Approved for Titans if agreement is no more than \$2.00 fee.

Ticket Sales/Box Office - One Bid Received:

- Todd has Bid.

Caliche After Prom - Todd to negotiate based on bid being over budget

Ticket Takers – One Bid Received:

Approved for Caliche After Prom for \$3,000

Superintendent BBQ - Two bids received and deferred to Commissioners to make decision

1) Jimmy L's BBQ for \$6.50 per plate

2) Logan County 4-H \$9.00 PP. Funds to be used for 4-H

Tractor Pull – One Bid Received:

Approved for Heartland Pulling at \$10,395



Logan County PBR
August 6th, 2019 @7:00 pm

Expenses

PBR		
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Added Purse Money	\$	10,000.00
Approval Fee	\$	2,500.00
Sanctioning Fee		
Championship Round Insurance	\$	900.00
Judges / Bullfighter Insurance	\$	360.00
Reride Insurance (ave.)	\$	540.00

Bucking Stock		
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62 Bucking Bulls	\$	10,850.00
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Personnel		
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Announcer	\$	1,200.00	PBR Min.
Clown	\$	1,200.00	PBR Min.
Pickup Man	\$	700.00	PBR Min.
Bullfighter	\$	1,000.00	PBR Min.
Bullfighter	\$	1,000.00	PBR Min.
Back Pens Labor	\$	1,000.00	
Sound	\$	1,200.00	PBR Min.
Asst Secretary	\$	500.00	
Secretary	\$	850.00	PBR Min.
Judge	\$	850.00	PBR Min.
Judge	\$	850.00	PBR Min.
Arena Labor / Director	\$	1,000.00	
Chute Boss	\$	500.00	PBR Min.

Arena Expense		
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Arena	\$	5,000.00
Set Up / Tear Down	\$	2,500.00
Event Insurance	\$	1,000.00

Event Expense W/O Specialty Act	\$	45,500.00
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Specialty Act Options	\$	3,000.00
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3 Freestyle Bullfighting \$ 3,000.00

Total With Specialty Acts	\$	48,500.00
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Fair Manager, Todd Thomas
ThomasT@LoganCountyCO.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-Kapteyna@LoganCountyCo.gov

315 Main Street | Sterling, CO 80751

970.522.0888 x 222 | LCFair.org

2019 Gate Keepers

Gate Keepers are needed for the DeSoto Gate and South Gate at the fairgrounds.

The following are the date and times:

DeSoto Gate & South Gate Time Table – (DeSoto is closed to all vehicles except Emergency vehicles)

Friday, August 2 - 11 p.m. to 3 p.m. / 3 p.m. to 6 p.m. / 6 p.m. to 8 p.m.

Tuesday, August 6 - 4 p.m. to 6 p.m. / 6 p.m. to 8 p.m.

Wednesday, August 7 - 7:30 a.m. to 10 a.m. / 10 a.m. to 1 p.m. / 1 p.m. to 4 p.m. / 4 p.m. to 7 p.m. / 7 p.m. to 10 p.m.

Thursday, August 8 - 7:30 a.m. to 10 a.m. / 10 a.m. to 1 p.m. / 1 p.m. to 4 p.m. / 4 p.m. to 7 p.m. / 7 p.m. to 10 p.m.

Friday, August 9 - 7:30 a.m. to 10 a.m. / 10 a.m. to 1 p.m. / 1 p.m. to 4 p.m. / 4 p.m. to 7 p.m. / 7 p.m. to 10 p.m.

Saturday, August 10 - 7:30 a.m. to 10 a.m. / 10 a.m. to 1 p.m. / 1 p.m. to 4 p.m. / 4 p.m. to 7 p.m. / 7 p.m. to 10 p.m.

Sunday, August 11 - 12 p.m. to 3 p.m. / 3 p.m. to 6 p.m. / 6 p.m. to 8 p.m.

The services provided include checking parking passes and handicapped passes at the gates. Each gate requires 2 people minimum per shift (one adult is needed if students will be performing job duties). Supervisor(s) will not be employees of Logan County, but will work in close cooperation with County official.

By July 19, the supervisor for the group will complete and provide a copy of the sign up sheet to the Fair Coordinator. Sign up sheet and guidelines will be provided to Proposer upon acceptance of proposal.

Specifications will be met or payment will be withheld.

Submit your proposal to the Logan County Fair Board by 5 p.m. on March 29, 2019. All proposals should be submitted in a sealed envelope and marked with "Gate Keepers". The Fair Board will be opening the proposals on April 11, at the Fair Board meeting. Notification will be April 19, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This proposal is submitted to the Commissioners for Logan County for the bid of \$

1900.⁰⁰

Name of Organization

Anthony WALDON

Name of Supervisor

TONY WALDON

Telephone Number at Fair Time (cell phone)

214-642-3611

Address

2932 - ROSS CLARK CIR.
DOTHAN ALA. 36301

Telephone Number

214-642-3611

Fair Manager, Todd Thomas
ThomasT@LoganCountyCO.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-Kapteyna@LoganCountyCo.gov

315 Main Street | Sterling, CO 80751

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2019 Fairgrounds Restroom Clean Up

Proposal to provide clean up services and Grandstand, Pavilions and Exhibit Center restroom areas and sweeping of the Exhibit Center at the Logan County Fairgrounds during the 2019 Logan County Fair on each day and hours as indicated on the following dates and times:

Cleaning Time Table for Grandstand Restrooms / Pavilion Restrooms

Thursday	August	1	9:00 a.m. (Preliminary Cleanup)
Friday	August	2	9:00 a.m. to 11:00 p.m.
Monday	August	5	9:00 a.m.
Tuesday	August	6	6:00 a.m. to 11:00 p.m.
Wednesday	August	7	6:00 a.m. to 11:00 p.m.
Thursday	August	8	6:00 a.m. to 11:00 p.m.
Friday	August	9	6:00 a.m. to 11:00 p.m.
Saturday	August	10	6:00 a.m. to 11:00 p.m.
Sunday	August	11	6:00 a.m. to 11:00 p.m.
Monday	August	12	9:00 a.m.

Cleaning Time Table for Exhibit Center Restrooms

Thursday	August	1	9:00 a.m. (Preliminary Cleanup)
Friday	August	2	9:00 a.m.
Saturday	August	3	9:00 a.m.
Sunday	August	4	8:00 a.m.
Monday	August	5	9:00 a.m.
Tuesday	August	6	6:00 a.m. to 11:00 p.m.
Wednesday	August	7	6:00 a.m. to 11:00 p.m.
Thursday	August	8	6:00 a.m. to 11:00 p.m.
Friday	August	9	6:00 a.m. to 11:00 p.m.
Saturday	August	10	6:00 a.m. to 11:00 p.m.
Sunday	August	11	12:00 p.m. (Noon) to 11:00 p.m.
Monday	August	12	9:00 a.m.

Restrooms for the grandstands consist of men's and women's restrooms with entrances located on both ends of the grandstands. Restrooms for the exhibit center include inside restrooms and the outside restrooms west of the lobby. Exhibit Center lobby will be swept on "as needed basis". Pavilion Restrooms located by main arena.

Fair Manager, Todd Thomas
ThomasT@LoganCountyCo.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-Kapteyna@LoganCountyCo.gov

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2019 Ticket Takers & Usher Services

This page must accompany proposal.

Please initial each item that you have read and understood.

- _____ The services provided will include taking tickets at the gate, ushering ticket holders to the seats noted on the ticket stub, assisting with handicapped seating and other duties that may be deemed necessary by the Fair Board – Event Seating Chairperson. This proposal will include the grandstand gates, cowboy drive thru gate, and the cowboy walk thru gate.
- _____ All persons will be 18 years of age or older. *Pending authorization of the bid, there will be 16 and 17 year olds working. They will be accompanied by an adult.*
- _____ Each will provide a flashlight for their use, and will be prepared for wet weather and able to work with the public.
- _____ Be there at allotted times prior to event (shown below in table).
- _____ Stay until one half hour (30 minutes) after the end of the event.
- _____ Proposer shall provide no fewer than the number of people noted (shown below in table).
- _____ Proposer will appoint one member of the organization to perform continual supervision for group members and who will serve as liaison between workers performing services that County officials. Ticket takers and ushers will work in close cooperation with the Fair Board – Event Seating Chairperson. Supervisor, ticket takers and ushers will not be employees of Logan County.
- _____ By July 19, the supervisor for the group will complete and provide a copy of the signup sheet to the Fair Coordinator. Sign up sheet and guidelines will be provided to Proposer upon acceptance of proposal.
- _____ Upon a successful proposal, applicants will meet with the Fair Board – Event Seating Chairperson to clarify the details of the contract.
- _____ If agreement is not fulfilled, payment will be withheld.



2019 Ticket Takers & Usher Services page 3

Submit your proposal to the Logan County Fair Board by 5 p.m. on March 29, 2019. All proposals should be submitted in a sealed envelope and marked with "Ticket Takers & Usher Services". The Fair Board will be opening the proposals on April 11, at the Fair Board meeting. Notification will be April 19, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This proposal is submitted to the Commissioners for Logan County for the bid of \$

\$3000.⁰⁰

Name of Organization Caliche After Prom Committee

Name of Supervisor Craig Schumacher Telephone Number at Fair Time (cell phone) _____

Address 19052 CR 40, Sterling, 80751 Telephone Number 970-520-4905

Fair Manager, Todd Thomas
ThomasT@LoganCountyCo.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-KapteynA@LoganCountyCo.gov

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2019 Superintendent Barbecue

Each year the Logan County Fair Board provides a Superintendent's Barbecue to show our appreciation for the work done in preparing for the County Fair. This year the barbecue is to be held on August 1, at 6 p.m. in the Gary DeSoto Building at the Logan County Fairgrounds.

Proposal should be for supplying and serving the following menu for an estimated 200-250 people.

Sample Menu:

Barbecue beef and buns; two side dishes; potato chips; pop (3 flavors); ice tea; dessert; table service (plates, utensils, napkins); condiments

The menu can be changed, but still along the lines of the sample menu.

Specifications will be met or payment will be withheld.

Submit your proposal to the Logan County Fair Board by 5 p.m. on March 29, 2019. All proposals should be submitted in a sealed envelope and marked with "Superintendent Barbecue". The Fair Board will be opening the proposals on April 11, at the Fair Board meeting. Notification will be April 19, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This proposal is submitted to the Commissioners for Logan County for the bid of \$ 60.50 per person

Jimmy L's BBQ

Name of Organization

Jim Lenz

Name of Supervisor

308-249-1765

Telephone Number at Fair Time (cell phone)

1423 Maple St, Sidney NE 69162

Address

Telephone Number

Menu: Brisket sandwich, Baked beans, Coleslaw, Chips, cookies
Pepsi, Dr Pepper, Root beer - Ice tea
Plates/silverware

Fair Manager, Todd Thomas
ThomasT@LoganCountyCo.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-KapteynA@LoganCountyCo.gov

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This proposal is submitted to the Commissioners for Logan County for the bid of \$ 9.⁰⁰

Logan County 4-H Foundation
Name of Organization

Bonnie Amos
Name of Supervisor or Marlene Masin
or Marilyn Nutt

970-580-8212
Telephone Number at Fair Time (cell phone)

26966 CR 63, Cliff, Co.
Address

970-522-8211
Telephone Number

**LOGAN COUNTY 4-H FOUNDATION BID
2019**

**FOR THE SUPERINTENDENT'S
Stars, Strips and Summer Nights BBQ**

PRICE PER PLATE: \$9.00

This would include all paper products, kitchen clean up and serving. The 4-H members will be serving and helping with the preparation. Any profit from the meal would be used to help send 4-H members to leadership conferences and to Washington D.C. on the Washington Focus Trip.

Planned Menu: BBQ Beef on a Bun

**Fresh Relishes or a slice of
watermelon**

Mom's Summer Potato Salad

Rancher Baked Beans

Chips & Pickles

Drinks (3 kinds of pop, Iced Tea)

**Dessert Bar (cakes, cookies, pies
& cheesecake)**



HEARTLAND PULLING, LLC.

PO BOX 431

BRIDGEPORT, NE 69336

heartlandpullingseries@gmail.com

308-279-0232 or 308-279-1790

2019 Event Contract

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

SECTION I. Event Information

HPS agrees to sanction the following event:

Location: _____ Event Date: _____ Event Time: _____

SECTION II. Rates

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

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

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

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

SECTION III: What We Provide

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

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

SECTION IV: What You Must Provide

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

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

(mailing address)

(affiliation)

2)

(name)

(mailing address)

(affiliation)

3)

(name)

(mailing address)

(affiliation)

SECTION VII: Contract Terms

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

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

SECTION VIII: Cancellation / Non-Performance

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

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

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

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

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

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



2019 Parking Attendant Services page 2

Submit your letter of interest to the Logan County Fair Board by 5 p.m. on March 29, 2019. All letters should be submitted in a sealed envelope and marked with "Parking Attendants". The Fair Board will be opening the letters on April 11, at the Fair Board meeting. Notification will be April 19, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This letter of interest is submitted to the Logan County Commissioners and Logan County Fair Board by:

Sterling Titans Baseball

Name of Organization

Scott DiOrio

Name of Supervisor

970-580-1981

Telephone Number at Fair Time (cell phone)

13811 Beal Rd. Sterling, CO 80751 970-522-2260

Address

Telephone Number

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

**** Please print and review BOTH pages and bring to the meeting ****

Date: 4/01/19 Project Title: AMBASSADOR FEATURE FILM PRODUCTION

Responsible Party: (Signature) Marilee Johnson, Tourist Ctr Director

Funds Payable to: (Organization) Herrmann Global

Mailing Address: to be determined

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2019

Total cost of project: \$16,400

Amount requested: \$13,400

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

To produce and promote a branded content video about Logan County (including North Sterling State Park) as a major attraction for the outdoor audience. Logan County would receive full rights to the video for use in any and all promotional endeavors. Colorado Parks & Wildlife will contribute \$3,000 towards the project.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words **"Funds provided by www.ExploreSterling.com"**.
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

Ambassador Feature Film Production Paid Digital Campaign

Executive Summary

The following Feature Film production program was uniquely crafted for the Colorado Division of Parks and Wildlife by Visit USA Parks, a publishing platform managed by Herrmann Global.

All our campaign work, implementation procedures are based on the results of extensive analysis, study of content marketing trends, and application of specifics unique to Colorado Division of Parks and Wildlife. This includes details of **creating an inspirational feature film style video that speaks to domestic road trip audiences**. We recommend sending our ambassador couple Reesie & Shawn to create an inspirational story, along with photos and a short film, but we have a variety of road trip experts that would be great fit for a road trip film.

Objectives

1. **Create** visually compelling itinerary-based content that will assist in making a travel decision to visit your destination by US Drive markets.
2. **Promote** branded content (video) to potential domestic travelers interested in a road trip experience via Visit USA Parks and paid social.
3. **Measure** results and data leading to actual conversions. We apply the latest analytical tools measuring online booking behavior.

Budget

MEDIA BUY & ANALYTICS

AMPLIFY - Via Visit USA Parks FB/IG to reach 150k domestic road trip enthusiasts.	\$2,500
---	---------

US Drive Markets

MEASURE - Final report	\$400
------------------------	-------

Total reach, inspiration, engagement, considerations and conversions.

EXPENSES

Travel expenses for in destination content creation.	\$2,000
--	---------

Airfare, rental car, meals and lodging etc.

Total \$16,400

Timeline

Spring/Summer - Content Creation

Fall/Winter 2019/2020 - Content Distribution

Measurable Deliverables

- *Total reach organic & paid:* we estimate a reach of 75k - 150k impressions.
- *Brand conversations:* we measure success based on the (travel) engagement rate, including such data as comments, likes, shares, and retags. For comparison, an engagement rate between 4% and 8%, as we usually obtain, is twice the industry standard.
- *Brand considerations:* we reach the same audience multiple times, to refine the most interested travelers to choose your destination, based on our ad sets, meaning focused data on likes/clicks
- *Conversions & leads* based on stories/itineraries, and your site content: we estimate a CPC between 5cts - 30cts, and a minimum of 1k clicks/online leads.

References & Case Studies

[Visit USA Parks - Media Kit](#)

materials, elements and services provided by Publisher.

Payment & Compensation Policy: In consideration of all services to be rendered by Herrmann Global to Client, Client will pay the listed amount for all work completed on behalf of Client from the Effective Date through termination of this Agreement. Herrmann Global will send invoice within 10 business days after this agreement has been signed. All invoices are due and payable upon receipt. The standard payment term is net 30 unless special payment terms have been agreed on prior of contract execution. If Client does not pay the balance of an invoice 30 days from its issuance. Client shall be granted a 10-day grace period. Once this period has elapsed, the principle balance of the invoice will accumulate interest at at the rate of 1.5% monthly (18% annually) compounded continuously.

Print & Digital Publishing Rights: Herrmann Global endorses the AAAA's "Standard Terms and Conditions for Internet Advertising for Media Buys One Year or Less" Version 2.0 and has adopted it as a guideline for executing business on the Internet. Please note that signing this contract indicates that you have read and agree with the Ts and Cs. Ts and Cs can be viewed at www.iab.net/media/file/standards_educationdoc2.pdf. Please also note, if Herrmann Global is to create the Advertisement, Service or Deliverables, or if the Advertiser is to provide Advertising or Service components (in full or in part) to Herrmann Global, then Advertiser agrees that it will provide the necessary information to meet the deadlines and perform the services as outlined in the Insertion Order. This information (including but not limited to text, pictures, graphics, sound, video, programming code, URL's, Internet links and other data to perform such service) must be provided to Herrmann Global on or before the due date(s) established by Herrmann Global. Should the Advertiser fail to provide necessary information, approvals (in a timely manner) or fails to comply with Herrmann Global's production specifications or schedule, and such failure prohibits Herrmann Global from meeting its launch deadlines, there will be no reduction in the amount owed to Herrmann Global and Herrmann Global shall not be obligated to provide Advertiser with any "make good", term extension or otherwise provide alternative services. Furthermore, if Herrmann Global is to create any multi-platform program on behalf of Advertiser (including, but not limited to any combination of roadblocks, ROS, custom microsite, sponsored special sections, sweepstakes, lead generation programming, email blasts and eNewsletter sponsorships), terms and conditions may vary from the Ts and Cs state above. Should Advertiser cancel any one component of the multi-platform program, there will be no reduction in the amount owed to Herrmann Global and Herrmann Global shall not be obligated to provide Advertiser with any alternative services.

Reproduction Of Materials/Compliance With Laws/Indemnity: Advertiser hereby authorizes and grants to Herrmann Global (DBA of Travel On Global LLC) the right to publish (in print, online on websites, on social media pages, or any other media represented by Herrmann Global) supplied advertisements (print ad, web banners, newsletter banners, social media posts, or any other supplied advertisement) in the issue/edition

Severability: If any term or provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

Attorneys' Fees: In the event of a dispute related in any way to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, expert witness fees, and other reasonable out-of-pocket expenses incurred in the preparation and presentation of that Party's claim or defense.

Furnishing Materials, Services, Releases: Client may supply scripts, storyboards, product props, production notes, music, creative guidance and related clearances, unless otherwise agreed on. Client may supply track or musical compositions and rights clearances unless otherwise specified.

Publisher shall deliver the completed project media pursuant to this Agreement and the requirements.

Publisher shall deliver to Client consents, waivers or releases from all talent and all persons or entities who have rendered services to Publisher in connection with the Specified Media to the extent permissible by applicable union or guild agreements. Publisher shall supply everything else required for the delivery of the Specified Media(s) unless exceptions are agreed.

Changes In Specifications: If at any time, Client desires to make any changes or variations from the script or storyboard in the Specified Media or from any material or work in progress, and such changes result in additional costs to Publisher. Publisher agrees to notify the Client of the amount before any such additional costs are incurred and Publisher shall proceed only after receiving approval (written or oral) from Authorized Representative, approval by Client shall be binding and incorporated into the terms of this Agreement. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment

Ownership: Except as otherwise provided herein, Client owns all rights, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as to all the exposed negatives, positives, out-takes and clips. Client grants Publisher an exclusive, worldwide, sublicenseable, transferable, royalty free license to all media clips produced during the course of the contracted work.

Security/Confidentiality: Publisher understands that some information for said media(s) may be of a confidential and/or sensitive nature. Publisher agrees at Client's written request, to require, within reason, those engaged for the production to sign appropriate agreement not to discuss or disclose information about the product or the Specified Media(s) except as such disclosure may be necessary for Producer to produce media(s) in the usual and customary manner under this Agreement.

Delivery Of Materials: Delivery of Specified Media(s) shall mean delivery of the referenced media(s) in the paragraph 1 by Publisher to Client.

Contingency/Weather Days

PERSONS: Client employees, directors, officers, representatives, agents, and the activity holders, sponsors, and volunteers;

2. INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.
3. The Publisher/Producer acknowledges that the Client's employees, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.
4. The Publisher/Producer acknowledges that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.
5. The Publisher/Producer hereby consents to receive medical treatment for its employees and contractors which may be deemed advisable in the event of injury, accident, and/or illness during this activity.
6. The Publisher/Producer understands while participating in this activity, employees, associates and contractors may be photographed. It has been agreed to allow photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

Acceptance

Your signature below indicates acceptance of this custom marketing proposal.

Colorado Division of Parks and Wildlife
200 East Colfax Avenue, Denver, CO 80203
303.866.3203
debbie.lininger@state.co.us

Representative:

Debbie Lininger

PROJECT AGREEMENT

This Agreement is made this _____ day of _____, 2019, by and between **LOGAN COUNTY, COLORADO** ("County") and **BUFFALO RE4-J SCHOOL DISTRICT** ("District").

Witnesseth:

I. Recitals

1. The County has applied for and received a grant from Great Outdoors Colorado, (GOCO) for construction of a Track & Field Facility located on property owned by the Buffalo RE4-J School District at Merino Schools, 315 Lee Street, Merino, Colorado.

2. The District is an ineligible recipient of the grant and the parties intend by this agreement for the County to be the conduit through which the District will receive the benefit of the grant.

3. The Grant Agreement is attached to this agreement as exhibit "A".

4. The District intends to bind itself to the County for all of the County's obligations stated in the Grant Agreement.

5. The District intends to convey to the County a limited interest in the real property described in Exhibit "B" which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement.

Therefore, in consideration of the mutual promises stated below and other valuable consideration, the parties agree:

II. Agreement

6. The County shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The District will cooperate with the County and provide all documents necessary for the County to fulfill the conditions precedent. The District further assumes all other County liabilities, and binds itself to the County for all the County's obligations to GOCO, contained in the Grant Agreement.

7. The County does not assume any obligation to the District to construct, operate, or maintain the improvements contemplated by the grant.

8. Unless a claim by GOCO arises out of the negligence or other wrongful act of the County, the District shall be responsible to the County for any claim under the Grant Agreement, in the same manner and extent as the County may be responsible to GOCO.

9. The District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established District policy for track and field maintenance. Should any claim for personal injuries, property damage or wrongful death be asserted as a result

GRANT AGREEMENT

Project Name: Buffalo Track and Field Project
Project Completion Date: March 7, 2021
Great Outdoors Colorado
Contract No.: 19007

PARTIES TO AGREEMENT

Board/GOCO: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1900 Grant Street, Suite 725
Denver, CO 80203

Telephone: (303) 226-4520
Contact name: Matt Brady

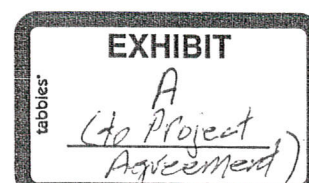
Grantee: Logan County
Address: 315 Main, Sterling, CO 80751

Contact name: Robert Sanders

Date: March 28, 2019

EXHIBITS

Exhibit A Project Summary
Exhibit B Resolution
Exhibit C Approved Budget
Exhibit D Intergovernmental (or other) Agreement (if required)



4. Project Scope. Grantee shall not materially modify the Project without the prior written approval of the Executive Director of GOCO ("Executive Director") or the Executive Director's designee, such approval to be in GOCO's sole discretion. Any material modification to the Project undertaken without GOCO's prior written consent may be deemed a breach of this Agreement, entitling GOCO to all remedies available under this Agreement. If Grantee determines with reasonable probability that the Project will not or cannot be completed as approved by the Board, Grantee will promptly so advise the Board and cooperate in good faith to seek a resolution before any further funds are advanced.

5. Grantee Efforts. Grantee agrees to use its best efforts to complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and GOCO's approvals related to the Project.

6. Approved Budget. Grantee has completed a detailed budget that reflects all anticipated sources and uses of funds for the Project, including a detailed accounting of Grantee's anticipated direct costs associated with the Project, a copy of which is attached and incorporated as Exhibit C ("Budget"). Eligible costs are described in Paragraph 10 of this Agreement. The Project Application contains a budget that may not match the approved version attached as Exhibit C and which, therefore, shall not be relied upon by GOCO or Grantee. Where discrepancies exist, the approved Budget in Exhibit C shall control until such time as GOCO approves the final version.

7. Property Ownership. All properties on which GOCO-funded projects are located must be owned by or under the control of the grant recipient for the useful life of the project. Grantee warrants that it has good and sufficient title to the property or properties on which the Project is to be located (the "Property"). GOCO may require Grantee to provide evidence of its ownership of the Property and encumbrances against the Property satisfactory to GOCO in GOCO's discretion prior to funding..

8. Waiver. Prior to the disbursement of funds, the Executive Director in his or her discretion may waive certain conditions set forth in this Agreement. Anything else to the contrary notwithstanding, the exercise by GOCO staff ("Staff"), the Executive Director, or GOCO of any right or discretion reserved to them under this Agreement shall not be deemed a waiver. Furthermore, no waiver by them under this Agreement shall constitute a waiver of any other requirements, actions, or conditions, nor shall any waiver granted be deemed a continuing waiver. No waiver by the Staff, the Executive Director, or GOCO shall be effective unless in writing executed by them. Additionally, any failure by the Staff, the Executive Director, or GOCO to take any actions as set forth in this Agreement shall have no legal effect on the contractual duties of Grantee. Further, no waiver with respect to this Project, Grant, or Agreement shall constitute a waiver in any other GOCO-funded project.

9. Project Operation and Maintenance.

A. Subject to annual appropriations, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified and for the useful life of the Project stated in the Project Application, in accordance with product warranties and/or the generally accepted standards in the parks/recreation community. Grantee has estimated a useful

matching funds may not be used to pay for maintenance costs, administrative costs (such as salaries associated with administering the Grant, office supplies, telephone, or travel expenses), non-fixed assets (such as athletic or maintenance equipment), or any other costs deemed to be ineligible by the Board, at the Board's sole discretion.

14. Payment of Grant.

A. *Progress Payment.* Grantee may opt to receive a portion of the Grant after starting but prior to completing work on the Project ("Progress Payment"). Grantee shall provide GOCO with a progress report detailing expenditures and progress made to date ("Progress Report"). The Progress Report must be submitted using GOCO's Progress Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed 50% of the Grant or the maximum percentage of funds GOCO can expend for the project to date based on the program's matching requirements, whichever is less. A Progress Payment shall be considered a loan until the Project is complete and Final Payment (as defined below) has been made.

B. *Final Payment.* Grantee shall submit a final report to GOCO detailing the accomplishments of and expenditures related to the Project and its completion ("Final Report"). The Project is "complete" when all facilities, trails, or other improvements included in the GOCO-approved Project scope have been built and are ready for their intended use. The Final Report must be submitted using GOCO's Final Report form (available at www.goco.org or by contacting GOCO). GOCO may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon GOCO's review and approval of the Final Report, GOCO shall pay the outstanding balance on the Grant ("Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

C. *GOCO Review.* GOCO shall have 30 days to review any Progress Report and Final Report and respond to Grantee.

D. *Waivers of Liens and Claims.* GOCO may, in its discretion, depending on the nature of the Project, require documentation of mechanics' lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.

E. *Modifications.* Payment of the Grant is subject to the Project being completed with no material modifications made, except as otherwise agreed to in advance by GOCO in accordance with this Agreement. The Grant will not be increased, but GOCO may reduce the Grant if the Project changes in any way that GOCO deems material. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project, a reduction in the size or number of recreational development components to be constructed, changes to the nature of the recreational development components to be constructed, or any other variance from the Project as presented in the Project Application. It is the sole responsibility of Grantee to inform GOCO of any such modifications to the Project. GOCO strongly encourages Grantee to contact GOCO in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

SECTION 3 – CONDITIONS PRECEDENT

16. Completion Date. Grantee shall complete the Project and submit its Final Report no later than March 7, 2021 (“Completion Date”), which is 24 months after the date of GOCO’s approval of the Project. Grantee may request an extension of the Completion Date in compliance with GOCO’s *Overdue Grants* procedure, as may be amended from time to time by GOCO in its sole discretion. GOCO may elect to terminate this Agreement and deauthorize the Grant in the event this Completion Date is not met and/or Grantee fails to comply with the *Overdue Grants* procedure.

17. Conditions Precedent to Funding. Anything else in this Agreement or otherwise to the contrary notwithstanding, the Grant is expressly conditioned upon Grantee’s fulfillment of all terms and conditions of this Agreement to GOCO’s satisfaction in its sole discretion, including but not limited to the following:

A. Matching Funds. Matching funds in the minimum amount required by GOCO policy or procedure and as set forth in the approved Budget, or as modified and approved in compliance with GOCO procedures, must have been received by Grantee, or the status of efforts to secure matching funding was disclosed and has been deemed satisfactory by Staff. Grantee shall provide evidence of matching funds as GOCO may require in its reasonable discretion.

B. GOCO Policies and Procedures. The Project must comply with all of GOCO’s policies and procedures, which may be amended from time to time by GOCO in its sole discretion, and must meet any special Board conditions as listed in the attached Project Summary (Exhibit A).

SECTION 4 – OTHER PROVISIONS

18. Publicity and Project Information. GOCO has the right and must be provided the opportunity to use information gained from the Project; therefore, Grantee shall acknowledge GOCO funding in all news releases and other publicity issued by Grantee concerning the Project. If any events are planned in relationship to the Project, GOCO shall be acknowledged as a contributor in the invitation for the event. GOCO shall be notified of any such events 30 days in advance. Grantee shall cooperate with GOCO in preparing public information pieces, providing access to the Property for publicity purposes, and providing photos or other imagery of the Project from time to time, which GOCO reserves the right to use and duplicate in any print or electronic publication or platform for publicity, illustration, advertising, web content, and other purposes at any time without the need to seek pre-approval from Grantee. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly and members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with GOCO or acting on behalf of GOCO.

D. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors, and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or any other basis prohibited by local, state, or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Further, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

21. Audits and Accounting Records. Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, operation, and maintenance of the Project. Grantee shall retain the accounts, documents, and records related to the Project for five years following the date of disbursement by GOCO of the Grant funds, and they shall be subject to examination and audit by GOCO or its designated agent during this period. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records under this Agreement.

22. Inspection. Throughout the term of this Agreement, GOCO shall have the right to inspect the Project to ascertain compliance with this Agreement.

23. Breach. In addition to other remedies available at law or in equity, in the event that Grantee breaches any of the terms or conditions of this Agreement, GOCO shall have the following non-exclusive remedies:

A. *Prior to Payment of Grant.* GOCO reserves the right to withdraw funding, terminate this Agreement, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

B. *After Any Payment of Grant.* GOCO reserves the right to seek specific performance of Grantee's obligations under this Agreement, receive reimbursement in full of any disbursements made under the Grant, including in the event that Grantee does not fulfill its obligations under Paragraph 8 due to lack of annual appropriations, and/or deny Grantee eligibility for participation in future GOCO grants, loans, or projects.

In the event GOCO must pursue any remedy under this Agreement and is the substantially prevailing party, GOCO shall be awarded its costs and reasonable legal fees, including costs of collection.

24. GOCO Policies and Procedures. With regard to all named GOCO policies and procedures referenced in this Agreement, Grantee acknowledges it has received a copy of the policies and procedures or otherwise has access to the documents in connection with this Agreement and is familiar with their requirements.

K. *Construction; Severability.* Each party has reviewed this Agreement, and therefore any rules of construction requiring that ambiguities be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement. If any provision in this Agreement is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Agreement is declared void or unenforceable, it shall be deemed severed from this Agreement, and the balance of this Agreement shall otherwise remain in full force and effect.

L. *Entire Agreement.* Except as expressly provided, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid unless made in writing and signed by the parties to this Agreement.

M. *Termination of the Board.* If Article XXVII of the Colorado Constitution, which established GOCO, is amended or repealed to terminate GOCO or merge GOCO into another entity, the rights and obligations of GOCO under this Agreement shall be assigned to and assumed by such other entity as provided by law, but, in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of 4/8/2019

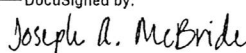
STATE BOARD OF THE GREAT
OUTDOORS COLORADO TRUST FUND

GRANTEE:
Logan County

By:
DocuSigned by:

7DFD6A65E1034F5...

Chris Castilian
Executive Director

By:
DocuSigned by:

8E80A91E5208407...

Title: County Commissioner, Chair

GOCO Program Staff:
Route Grant Agreement to
Executive Director for signature:

DocuSigned by:

F85A9C38F13044C...

NOTE Signee should be the same individual authorized to sign the grant agreement per Grantee's resolution

The community, students, teachers and parents raised over \$150,000 to be used as match. Additionally, the school is leveraging funds from their general budget, Burlington Northern Santa Fe, and Weld County Conservation Corps.

RESOLUTION

No. 2018 - 41

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A LOCAL PARKS AND OUTDOOR RECREATION GRANT FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND AND THE COMPLETION OF THE MERINO TRACK & FIELD PROJECT.

WHEREAS, Logan County Government supports the Great Outdoors Colorado grant application for the Merino Track & Field Project and, if the grant is awarded, Logan County supports the completion of the project.

WHEREAS, the Logan County Government has partnered with the Buffalo RE4-J School District to request \$350,000 from Great Outdoors Colorado to construct a track and field facility.

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

Section 1: The Logan County Board of County Commissioners strongly supports the application to Great Outdoors Colorado.

Section 2: If the grant is awarded, the Logan County Board of County Commissioners strongly supports the completion of the project.

Section 3: The Logan County Board of County Commissioners anticipates that it will enter into an intergovernmental agreement with Buffalo RE4-J School District to confirm the funding necessary to meet the terms and obligations of any Grant awarded.

Section 4: The project site is owned by Buffalo RE4-J School District and will be owned by the District for the next 25 years.

Section 5: Logan County and Buffalo RE4-J School District recognize that, as the recipient of a Great Outdoors Colorado Local Government Grant, the project site must provide reasonable public access.

Section 6: The Logan County Board of County Commissioners anticipates that it will enter into an intergovernmental agreement with Buffalo RE4-J School District to ensure the maintenance of the Merino Track & Field project in a high quality condition for its useful life and the obligation of Buffalo RE4-J School District to appropriate funds for maintenance in its annual budget.

EXHIBIT C
Approved Budget

Hellas Construction, Inc.	Track radius monuments	2.00	1,500.00	3,000.00			\$3,000.00
Drainage System							
Hellas Construction, Inc.	Drainage system	1.00	84,545.00	84,545.00			\$84,545.00
Track Asphalt & Base							
Hellas Construction, Inc.	6" Flex base oval running track TN	1,510.00	45.70	9,436.00	59,572.00		\$69,008.00
Hellas Construction, Inc.	Asphaltic Concrete Pavement	4511 SY	25.76		116,200.00		\$116,200.00
Synthetic Running Track Surface							
Hellas Construction, Inc.	epiQ Tracks S200 permeable paved mat and structural spray polyurethane	4,521 SY	\$34.03		25,878.00	128,000.00	\$153,878.00
Field							
Weld County Youth Conservation Corps	Installation of field events	48 hours	31.25		1,500.00		\$1,500.00
TBD by bid process	Long & Triple Jumps	1.00	7,000.00			7,000.00	\$7,000.00
TBD by bid process	Pole Vault	1.00	5,000.00			5,000.00	\$5,000.00
TBD by bid process	Discuss	1.00	4,000.00			4,000.00	\$4,000.00
TBD by bid process	Shot Put	1.00	1,000.00			1,000.00	\$1,000.00
USE OF FUNDS - CASH SUBTOTAL				\$350,000.00	\$203,150.00	\$145,000.00	\$698,150.00
IN-KIND	Use of Funds	No. of Units / Hours / Acres	Cost Per Unit / Hour / Acre	GOCO Funds	Applicant Funds	Partner Funds	Total Funding (\$)
Professional Services							
Weld County Youth Conservation Corps	Fence installation around retaining pond	48 hours	31.25			1,500.00	\$1,500.00
Equipment							
Lynn Kerschner	Backhoe	40 hours	37.50			1,500.00	\$1,500.00
Lynn Kerschner	Box scraper	32 hours	13.75			440.00	\$440.00
Lari Mertens	Tractor	54 hours	15.00			810.00	\$810.00
Labor							
Lynn Kerschner	Labor to run heavy equipment	40 hours	24.14			956.00	\$956.00
Lynn Kerschner	Labor to run heavy equipment	32 hours	24.14			772.00	\$772.00
Lari Mertens	Labor to run heavy equipment	54 hours	24.14			1,304.00	\$1,304.00
	USE OF FUNDS - IN-KIND SUBTOTAL			\$0.00	\$0.00	\$7,282.00	\$7,282.00

EXHIBIT D
Intergovernmental (or other) Agreement (if required)

RESOLUTION

NO. 2019 - 21

THOMPSON MINOR SUBDIVISION

A RESOLUTION APPROVING THE FINAL PLAT FOR THE THOMPSON MINOR SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 30, TOWNSHIP 7 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, Warren H. and Rita L. Thompson have petitioned the Board of County Commissioners, Logan County, Colorado, to create a one (1) lot minor subdivision consisting of Lot 1, containing 26.89 acres located within the following legally described property:

A parcel of land in the Southwest Quarter (SW1/4) of Section 30, Township 7 North, Range 52 West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Commencing at the Southwest corner of said Section 30; thence North 1°10'30" West along the West line of said SW1/4 of Section 30 a distance of 633.60 feet to the true point of beginning, said point being the Northwest corner of a parcel of land described in Subdivision Exemption Number 95-11 recorded in Book 893 at Page 54 of the Logan County Records; thence continuing North 1°10'30" West along the West line of said SW1/4 of Section 30 a distance of 1110.89 feet; thence North 89°58'40" East a distance of 998.63 feet; thence South 25°18'20" East a distance of 520.42 feet; thence South 28°33'40" West a distance of 707.00 feet to the Northeast corner of said Subdivision Exemption Number 95-11; thence South 88°41'45" West along the North line of said Subdivision Exemption Number 95-11 a distance of 860.49 feet to the point of beginning and containing 26.89 acres, more or less, subject to a county road right-of-way along the West line of said SW1/4 of Section 30, **together with a well** easement in the Southwest Quarter (SW1/4) of Section 30, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said well easement being more particularly described as follows:

Commencing at the Southwest corner of said Section 30, thence North 1°10'30" West along the West line of said SW1/4 of Section 30 a distance of 633.60 feet to the Northwest corner of a parcel of land described in Subdivision Exemption Number 95-11 recorded in Book 893 at Page 54 of the Logan County Records; thence North 88°41'45" East along the North line of said Subdivision Exemption Number 95-11 a distance of 346.42 feet to the true point of beginning; thence North 88°41'45" East along the North line of said Subdivision Exemption Number 95-11 a distance of 21.39 feet; thence South 19°28'00" West a distance of 39.06 feet; thence North 70°32'00" West a distance of 20 feet; thence North 19°28'00" East a distance of 31.47 feet to the point of beginning; and

WHEREAS, Warren H. and Rita L. Thompson, as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and subdivided the same into a lot under the name and style of Thompson Minor Subdivision in the SW1/4 of Section 27, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the above-described parcel consists of a 26.89 acre tract located in the "AG", Agricultural District, and all notices and posting requirements for hearing on Preliminary and Final Minor Subdivision applications were properly given, and the statements of interested parties were received; and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final application submitted by Warren H. and Rita L. Thompson, after reviewing the application, studying the staff review, and taking testimony at its regular meeting on April 16, 2019. The Chairman of the Logan County Planning Commission approved and signed the Final Plat on April 26, 2019.

Date Received in the Office of the Director of Planning: _____
Application (is) (is not) complete as submitted.
Named individual reviewing the submitted application: _____

FORM 5. APPLICATION FOR FINAL PLAT APPROVAL

(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date March 4, 2019

Major _____

Minor X

1. Name of Subdivision Warren H. Thompson and Rita L. Thompson
Warren H. Thompson
2. Name of Applicant Rita L. Thompson Phone 970-522-5254
Address 7092 County Road 37 Atwood Co. 80722
(Street No. and Name) (Post Office) (State) (Zip Code)
Doug Kaufman
3. Name of Local Agent Omni West Real Estate Phone 970-522-8660
Address 103 Sierra Vista Sterling Co. 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
Warren H. Thompson
4. Owner of Record Rita L. Thompson Phone 970-522-5254
Address 7092 County Road 37 Atwood Co. 80722
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Engineer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert McAtee & Associates Phone 970-522-1960
Address 615 South 10th Avenue Sterling Co. 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Location: on the East side of County Road 37, Atwood, Co. 80722
_____ Feet _____ of _____
(direction)
9. Postal Delivery Area Atwood 80722 School District RE-1 (Street)
10. Total Acreage 26.89 Zone AG Number of Lots 1
11. Tax Map Designation: Article _____ Lots _____

Warren & Rita Thompson
2019 Minor Subdivision
SW4 30-07-52

Ret. # 702

FOR COUNTY USE: \$100 pd 3/4/19 ck #4365 \$13 pd 3/4/19 ck 3103

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR

Twenty-three Dollar (\$23.00) two pages - Separate check for Recording fee

Date of Planning Commission: April 16, 2019

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Minor Subdivision Final Plat Approval: _____

Mihl B

Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Minor Subdivision Final Plat Approval: _____

Date Granted: _____

Date Denied: _____

580 - cell.
9081
Warren.

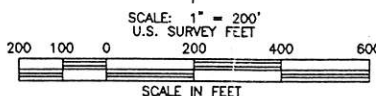
Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Warren & Rita Thompson
2019 Minor Subdivision
SW4 30-07-52

R 53 W	R 52 W
--------	--------



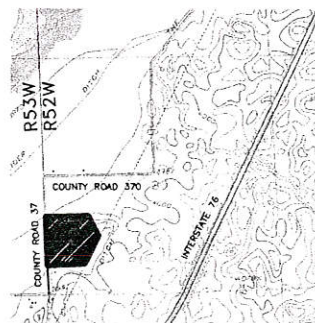
♦ AUGUST CORNER AS DESCRIBED

○ SET NO. 5 REBAR 24" LONG AT GROUND LEVEL WITH PURPLE PLASTIC CAP STAMPED "PLS 38044"

● FOUND POINTS AS DESCRIBED

—○—○— OVERHEAD ELECTRIC LINE

⚡ PP POWER POLE



VICINITY MAP
NOT TO SCALE

NOT TO SCALE

I, NICOLE F. HAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THIS SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO. STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: NICOLE F. HAY
FOR AND ON BEHALF OF
LEIBERT-McATEE & ASSOCIATES, INC.
P.L.S. NO. 38044

LEIBERT-McATEE & ASSOCIATES, INC.
P.L.S. NO. 38044

PRELIMINARY

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND
RECORDER OF LOGAN COUNTY AT _____ O'CLOCK _____ M. ON THE _____ DAY
OF _____ A.D., 20_____, IN BOOK _____
PAGE NO. _____, MAP _____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

BY: DEPUTY

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #99-50
RECORDED SEPTEMBER 21, 1999, IN BOOK 925 AT PAGE 430 OF THE LOGAN COUNTY RECORDS.
PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

EASEMENT INFORMATION AS PER

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE WEST LINE OF THE SW1/4 OF SECTION 30, T7N, R52W BEARS NORTH 11°10'35" WEST. THE SOUTHWEST AND NORTHWEST CORNERS OF SAID SW1/4 ARE MONUMENTED AS SHOWN. SUBDIVISION EXEMPTION NUMBER 95-11 RECORDED IN BOOK 893 AT PAGE 54 OF THE LOGAN COUNTY RECORDS SHOWS THE WEST LINE OF THE SW1/4 OF SECTION 30, T7N, R52W AS BEARING NORTH 1°09'45" WEST.

DISTANCES IN PARENTHESES ARE DEED DISTANCES.

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS, UNDER THE NAME AND STYLE OF **THOMPSON MINOR SUBDIVISION IN THE SW1/4 OF SECTION 30, T7N, R52W OF THE 6TH P.M., LOGAN COUNTY, COLORADO**, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON.

EXECUTED THIS _____ DAY OF _____, 20____

WARREN H. THOMPSON RITA L. THOMPSON

STATE OF COLORADO)
COUNTY OF LOGAN) ss.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
DAY OF _____, 20____.

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES

THIS PLAT APPROVED BY THE LOGAN COUNTY PLANNING COMMISSION
THIS _____ DAY OF _____, A.D., 20_____.

CHAIRPERSON

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, STATE OF COLORADO

CHAIRPERSON

WITNESS MY HAND AND THE CORPORATION SEAL OF LOGAN COUNTY
THIS _____ DAY OF _____, A.D., 20____

ATTEST:

COUNTY CLERK AND RECORDER

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC. P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1960		
	TITLE THOMPSON MINOR SUBDIVISION IN THE SW1/4 OF SECTION 30, T7N, R25W OF THE 8TH P.M. LOGAN COUNTY, COLORADO		
	SCALE: 1" = 200'	DR. BY: AK	DRAWING NO.
	DATE: 3-11-19	PROJECT: 210-19	SHEET 1 of 1

RESOLUTION

NO. 2019-22

A RESOLUTION GRANTING THE RENEWAL AND AMENDMENT OF SPECIAL USE PERMIT #189 ISSUED TO LARDYN CONSULTING, LLC, FOR THE OPERATION OF A 5,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO.

WHEREAS, Lardyn Consulting, LLC, has applied to amend and renew Special Use Permit #189 for a 5,000 head continued operation of and existing cattle feedlot operation lying in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado; and

WHEREAS, the Board of Logan County Commissioners established a Special Use Permit on the identified land for a 5,000 head cattle feedlot on the 26th day of January, 2010 for Jonathon Pauling dba Two Mile Ranch, with such operation continuing to present, and now under the ownership of Lardyn Consulting, LLC, under full compliance with all applicable Federal, State, County and Northeast Colorado Health Department (NCHD) regulations; and

WHEREAS, the Applicant submitted an Engineering Report and Site Plan in support of the application, detailing the proposed feedlot operation; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended approval of the application for the requested amendment and renewal of Special Use permit #189 at its April 16, 2019 meeting; and

WHEREAS, the State of Colorado Department of Public Health and Environment, Environmental Agriculture Program, has registered this facility to a maximum capacity of 2,500 animal units and the facility is operating at or below this cap; and

WHEREAS, on April 30, 2019, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended and renewed Special Use Permit #189 for Lardyn Consulting, LLC, to operate a 5,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

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

I. APPROVAL:

The application of Lardyn Consulting, LLC to renew and amend Special Use Permit #189 for a 5,000 head cattle feedlot, with related equipment and structures, as defined by CDPHE regulations, to be located in the North Half (N½) of Section 19, Township 9 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Also known as 18413 County Road 42.5, Sterling, Logan County, Colorado as described in the Engineering Report and Site Plan submitted by the Applicant, is hereby approved, subject to the following conditions:

1. The permit term shall be for ninety-nine (99) years on the identified and approved Special Use Permit #189. The use permitted must remain in ongoing compliance with the Logan County Zoning Resolution and all other Federal, State and local rules and regulations. Periodic reviews for compliance with such regulations shall be conducted every five (5) years. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

2. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

SPECIAL USE PERMIT AMENDMENT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING

Applicant

Name: Lardyn Consulting LLC Phone: 970-522-2549
Address: 18413 CR 42.5 Sterling, CO 80751

Landowner

Name: Lardyn Consulting LLC Phone: 970-522-2549
Address: 18413 CR 42.5 Sterling, CO 80751

Description of Property

Legal: $\frac{1}{4}$ Section NE, NW, SW Section 19 Township 9 Range 52
Address: 18413 CR 42.5 Sterling, CO 80751 Access off CR or Hwy: 42.5
New Address Needed: Y or ☒ (N) Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: Agriculture Current Land Use: Agriculture

Proposed Special Use: 5000 Head Feedyard

Terms of Special Use: _____

Building Plans: _____

I, (We), hereunto submit this application for a Special 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 Special 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 27 day of February

Signature of Applicant: Elyse M Yeck

Signature of Landowner: Elyse M Yeck

Amend SUP#189
Lardyn Consulting, LLC
5000 Head Feedyard
18413 C.R. 42.5. Sterling

Estimate

Date	Estimate #
4/8/2019	603

Name / Address
Logan County Commissioners Jennifer Crow 315 Main Street Suite 2 Sterling, Colorado 80751

Terms	Expiration Date	Project
Due On "Due Date"	04/29/2019	

Item	Qty	Description	Rate	U/M	Total
Installation	1	Installation and Trouble Shooting all Connections and Wiring - Labor Only	14,250.00		14,250.00

	Subtotal	\$14,250.00
Acceptance Signature	Sales Tax (0.0%)	\$0.00
Date	Total	\$14,250.00

Blazen Illuminations LLC,
 1437 North Denver Avenue, Unit #222
 Loveland, Colorado 80538

Estimate

Date	Estimate #
4/8/2019	602

Name / Address
Logan County Commissioners Jennifer Crow 315 Main Street Suite 2 Sterling, Colorado 80751

Terms	Expiration Date	Project
Prepay	04/29/2019	

Item	Qty	Description	Rate	U/M	Total
Non-inventory Item	1	17 New Blazen Controllers "Equipment Only" Package	12,950.00		12,950.00T
Non-inventory Item	2	This "package" contains the following equipment: Enclosure N4241206 NEMA 4/12/13, 24 x 12 x 6in (HxWxD)	0.00		0.00T
Non-inventory Item	1	Enclosure M1210HPL NEMA 1/3R/4X/6P/12, 12 x 10 x 5in (HxWxD)	0.00		0.00T
Non-inventory Item	17	Power Supply DIN Mount 24V 480Watt -HLG-600H	0.00		0.00T
Non-inventory Item	17	DMX Decoder DIN Mount 360Watt Euchips	0.00		0.00T
Non-inventory Item	2	Backplane for N241206 NP1224	0.00		0.00T
Non-inventory Item		Misc. Cable Glands			0.00T
Non-inventory Item		Misc. Cable interconnects			0.00T
Non-inventory Item		Misc. DIN Rail			0.00T
Non-inventory Item		Misc Hardware			0.00T
Non-inventory Item		Power Indicator Marker Light			0.00T
Non-inventory Item		DC Power Indicator Marker Light			0.00T
Non-inventory Item	5	Enclosure Feet set of 4			0.00T
Non-inventory Item	150	Wago 222 413			0.00T
Non-inventory Item	3	Indoor Windowed Enclosure H12104HCFNL-P10 NEMA 1/2/3/3R/3S/4/4X/12/13, 12 x 10 x 4in (HxWxD)			0.00T
Non-inventory Item	3	Backplane for H12104HCFNL-P10			0.00T
Non-inventory Item	3	Feet Kit			0.00T
Non-inventory Item	17	Interconnect Wire Set			0.00T

			Subtotal	\$12,950.00
Acceptance Signature _____			Sales Tax (0.0%)	\$0.00
Date _____			Total	\$12,950.00



9250 Bruin Blvd., Suite F & G
Frederick, CO 80504
Office: 720-438-7243
Mobil: 970-397-8362
www.dillermechanical.com

April 24th, 2019
Attn: Chance Wright
Logan County
315 Main St.
Sterling, CO 80751

Subject: 315 Main St. Court House – Heat Pump Balancing Valve's & Y Strainers
Proposal #: 50-598

Chance,

Diller Mechanical Services is pleased to provide pricing for the replacement of the balancing valve cartridges and "Y" strainers. In reviewing the heat pump failures for this past year we had a lot of compressor failures, many appear to have overheated based on the condition of the nameplate tag on the compressors. Overheating is typically due to low flow through the water coil to control head pressure. High head pressure leads to higher operating temperatures and breakdown of the oil. Once the oil breaks down it loses its ability to lubricate the internal compressor components leading to the compressor seizing. Some are losing flow due to debris in the system, please see attached picture, and some are not receiving adequate flow due to some balancing valves not operating correctly. If the balancing valves are not functioning correctly and are allowing too much GPM through the water coil it does cause some inherent issues at the heat pump but system wide it means another heat pump in the system, typically the ones furthest from the water pumps will not receive the GPM that is needed to operate correctly leading to failures. The water is going to take the path of least resistance.

To correct this situation and make sure all heat pumps are receiving adequate GPM/water flow we should replace all balancing valve cartridge inserts with original rated GPM cartridges. We would need to compile a list of all heat pumps with GPM requirements, M#, S#, and location. Many of these heat pumps are not in their original position so we would research each heat pump and make sure we have the correct sized cartridge to match factory GPM requirements. If there are any questions, concerns or comments please feel free to contact me.

#1 Balance Valve Cartridge Replacement Inclusions:

- Compile list of all heat pumps, model #'s, serial #'s and location.
- Research required GPM flow values for each model.
- Order new inserts based on above findings, install new cartridge inserts to match the correct heat pump.
- Check for leaks and that heat pump is operating upon completion of each balance valve cartridge.
- Work is to be ongoing without delay or interruption
- Work is priced to be performed during normal hours of operation.

Estimated Installation Cost: \$15,200.00



PROFESSIONAL PERFORMANCE AT ALL LEVELS

9250 Bruin Blvd., Suite F & G
Frederick, CO 80504
Office: 720-438-7243
Mobil: 970-397-8362
www.dillermechanical.com

#2 "Y" Strainer Installation:

- Provide and install new "Y" strainers before each balance valve at each heat pump.
- Verify system is leak free upon completion.
- Clean work area of tools, material and debris.
- Work is to be ongoing without delay or interruption
- Work is priced to be performed during normal hours of operation.

Estimated Installation Cost: \$5,045.00

Exclusions: Premium Time/Overtime (Nights & Weekends) unless noted, applicable taxes, permit fees, inspection fees, repair of existing equipment beyond above scope, special freight charges, Drywall Repair, Patching or painting, Flooring Repair and any work not specifically mentioned in the inclusions section.

This proposal is valid **30 days** from date of this proposal. We look forward to providing you and your facility with high quality installations, maintenance and service repairs. Thank you for the opportunity to offer you this proposal. Please do not hesitate to call if you have questions or concerns with this proposal. Upon acceptance of this proposal please email a signed copy to DMS at natediller@dillermechanical.com, call Nate Diller at 970-397-8362 to schedule proposed work and to expedite parts/material needed.

The terms of this Proposal are accepted by Customer. This Proposal becomes a Contract only if it is also signed below by an authorized company official. Company is authorized to do the work specified and payments will be made as outlined.

Agreed to and accepted this _____ day of _____, 2019.

Option(s) Chosen (If applicable): _____

P.O. # (If Required): _____

Customer: _____	Diller Mechanical Services, LLC.
By: _____	By: _____
Title: _____	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

This Proposal was prepared exclusively for the review and evaluation by Customer. The material supplied within this document contains proprietary information pertaining to Company and our development of the solution for your facility, and this Proposal remains the property of the Company. This Proposal and any enclosures are not to be copied or disclosed to other individuals, vendors, or companies.

Proposal #: 50-598

Respectfully,
Nate Diller
Diller Mechanical Services, Inc.
970-397-8362
natediller@dillermechanical.com