



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 17, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 3, 2021 meeting.

Acknowledge the receipt of the Treasurer's Report for the month of July, 2021

Acknowledge the receipt of the Sheriff's Fee Report for the month of July, 2021.

Acknowledge the receipt of the Clerk and Recorder's report for the month of July, 2021.

Acknowledge the receipt of the Landfill Supervisor's report for the month of July, 2021.

Unfinished Business

Consideration of the award of the proposal for the design, materials, and labor for construction of a 60' wide by 120' long metal building/pole barn to be built at the Logan County Landfill.

New Business

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of amendments to the Logan County Purchasing Policy and Procedures for the addition of an online bidding option to the policy.

Consideration of the approval of Resolution 2021-31 providing for the termination of a previously enacted tax credit to reduce Business Personal Property Taxes.

Consideration of the approval of an agreement between Logan County and PCtelcom and issuance of Right of Way Permit No. 2021-13 for use of the County Right of Way along and under County Roads 24, 26 and 67 for a fiber optic line.

Consideration of the approval of an agreement between Logan County and PCtelcom and issuance of Right of Way Permit No. 2021-14 for use of the County Right of Way along County Road 24 for a fiber optic line.

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for maintenance of the exterior architectural lighting and operating system on the Logan County Courthouse.

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for addition of lighting to the exterior architectural lighting system for the west side of the Logan County Courthouse.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed Monday, September 6, 2021 in observance of Labor Day.

The next meeting will be scheduled for Tuesday, September 7, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

August 3, 2021

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

Byron H. Pelton
Jane E. Bauder
Joseph A. McBride

Chairman- Absent
Commissioner
Commissioner

Also present:

Alan Samber
Pamela M. Bacon
Marilee Johnson

Logan County Attorney
Logan County Clerk
Tourist Information Center Director/County Public
Information Officer

Jerry Casebolt
Rob Quint
Matt Chrisp
Rick Cullip
Mike Yarrington
Steve Wagner

Logan County Emergency Manager
Logan County Planning and Zoning
Logan County Landfill
Logan County Landfill
American Building Systems

Tadd Thomas
Nicole Barry
Dean Settje
David Kncera
Justin Weber
Jeff Rice

Advantage
Advantage
Settje Agri Services
Advantage

Journal Advocate

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 20, 2021 meeting.
- Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of July, 2021.
- Acknowledge the receipt of the Sheriff's fee report for the months of May and June, 2021.
- Approval of an application for renewal of a Fermented Malt Beverage On/Off Retail Liquor License on behalf of Lu's Buffalo Stop, Inc. 32351 County Road #52, Iliff, CO 80736.

Commissioner McBride moved to approve the Consent Agenda. Commissioner Bauder seconded and the motion carried 2-0.

Vice Chairman Bauder continued with Unfinished Business:

Commissioner McBride moved to table the award of the proposal from an Energy Service Company (ESCO) for an investment grade audit and an energy performance contracting project proposal. Commissioner Bauder seconded and the motion carried 2-0.

Vice Chairman Bauder continued with New Business:

The Board will open proposals for the design materials and labor for construction of a 60' wide by 120' long metal building/pole barn to be built at the Logan County Landfill.

- American Building Systems for a metal frame building in the amount of \$302,936.00
- American Building Systems for a post frame building in the amount of \$183,246.00

Commissioner McBride moved to accept the proposals for the design materials and labor for construction of a 60' wide by 120' long metal building/pole barn to be built at the Logan County Landfill and refer them to Matt Chrisp for review and recommendation. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Buffalo RE-4J School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021 and allow the chairmen to sign. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021 and allow the chairmen to sign. Commissioner Bauder seconded and the motion carried 2-0.

Consideration of Resolution 2021-25 approving the amendment of Special Use Permit #199 issue to Advantage Land and Livestock, LLC to provide for additional waste water storage for an existing cattle feedlot in Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

- Dean Settje from Settje Agri Services Engineering Inc did a presentation for the board regarding the development and his company.

Chairmen Bauder opened a public hearing and hearing no public comment closed the public hearing.

Commissioner McBride moved to approve Resolution 2021-25 approving the amendment of Special Use Permit #199 issue to Advantage Land and Livestock, LLC to provide for additional waste water storage for an existing cattle feedlot in Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-26 for a Subdivision Exemption on behalf of BNC Ventures, LLC to create a 9.92-acre parcel from a 482-acre parcel in an Agricultural (A) zone district in the South Half of the Northeast Quarter of the Northeast Quarter of Section 33, Township 7, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-27 granting a Conditional Use Permit (CUP) #251 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northwest quarter of Section 29, Township 7 North, Range 49 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-28 granting a Conditional Use Permit (CUP) #252 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Northeast quarter of the Northeast quarter of Section 31, Township 6 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-29 granting a Conditional Use Permit (CUP) #253 to Pacific Wind Development, LLC for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Southeast quarter of the Southeast quarter of Section 34, Township 6 North, Range 51 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-30 for a Subdivision Exemption on behalf of Darrell and Esther J. Whittington to create a 3.85-acre parcel from a 160-acre parcel in an Agricultural (A) zone district in the Northeast Quarter (NE1/4) of Section 33, Township 6 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Doug Scholten and issuance of Right of Way Permit No. 2021-18 for use of the County Right of Way across County Road 95 for a water line. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Dennis Schulte and issuance of Right of Way Permit No. 2021-19 for use of the County Right of Way under County Road 25 for a water line. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an Agreement for Services between Logan County and International Data Base Corp. doing business under the trade name BidNet for provision of a web-based solicitation system, providing on-line bidding services, including maintenance and support services and allow the chairman to sign. Commissioner Bauder seconded and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, August 17, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:08 a.m.

Submitted by:


Logan County Clerk & Recorder

Approved: August 17, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JULY 2021

COUNTY FUNDS	6/30/21 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/21 BALANCE
COUNTY GENERAL	\$ 15,808,696.09	\$ 73,171.63	\$ 70,884.16	\$ 259,287.95	\$ -	\$ (901,975.15)	\$ (3,536.90)	\$ 15,306,527.78
ROAD & BRIDGE	\$ 6,328,340.29	\$ 17,922.83	\$ 20,293.20	\$ 489,131.70	\$ -	\$ (903,466.80)	\$ (5,930.39)	\$ 5,946,290.83
CONTINGENT	\$ 656,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,999.55
CAPITAL EXPENDITURES	\$ 661,415.97	\$ 1,754.73	\$ 1,691.12	\$ 98,731.23	\$ -	\$ (73,103.68)	\$ (35.09)	\$ 690,454.28
JUSTICE CENTER	\$ 860,183.83	\$ -	\$ -	\$ 11.42	\$ -	\$ -	\$ -	\$ 860,195.25
TELEVISION FUND	\$ 151,615.95	\$ 524.02	\$ 507.31	\$ 8.29	\$ -	\$ (2,577.93)	\$ (10.48)	\$ 150,067.16
PEST CONTROL	\$ 299,389.31	\$ 2,330.05	\$ 1,331.22	\$ 1,209.88	\$ -	\$ (17,456.46)	\$ (46.59)	\$ 286,757.41
LODGING TAX	\$ 179,978.33	\$ -	\$ -	\$ 7,153.79	\$ -	\$ (48,569.67)	\$ -	\$ 138,562.45
SOLID WASTE	\$ 1,950,041.97	\$ -	\$ -	\$ 60,542.00	\$ -	\$ (56,365.57)	\$ -	\$ 1,954,218.40
SOLID WASTE CLOSURE	\$ 651,353.77	\$ -	\$ -	\$ 6,098.57	\$ -	\$ -	\$ -	\$ 657,452.34
CONSERVATION TRUST	\$ 311,840.37	\$ -	\$ -	\$ 11.85	\$ -	\$ -	\$ -	\$ 311,852.22
FAIR FUND	\$ 239,580.14	\$ -	\$ -	\$ 122,400.00	\$ -	\$ (41,635.35)	\$ -	\$ 320,344.79
CAPITAL IMPROVEMENT	\$ 3,105,429.74	\$ -	\$ -	\$ 207,470.75	\$ -	\$ (77,337.23)	\$ (4,146.96)	\$ 3,231,416.30
AMBULANCE FUND	\$ 234,438.99	\$ -	\$ -	\$ 57,316.11	\$ -	\$ (8,125.22)	\$ -	\$ 283,629.88
% TAX COLLECTED TO DATE								98.22%
TOTALS	\$ 31,439,304.30	\$ 95,703.26	\$ 94,707.01	\$ 1,309,373.54	\$ -	\$ (2,130,613.06)	\$ (13,706.41)	\$ 30,794,768.64

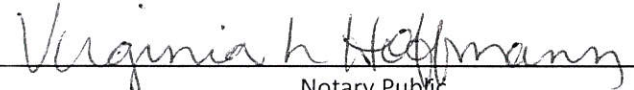
STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

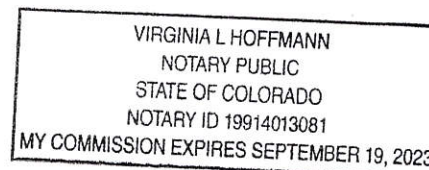
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 268,111.68 for the month of JULY 2021 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2021 is \$ 15,006.07 which includes fees for the County and all taxing authorities.


Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of AUGUST 2021, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: SEPTEMBER 19, 2023


Notary Public



emailed to
Jennifer
08.11.2021 (8)
@ 3:15 pm

CIVIL PAYMENTS						
Jul-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/13/2021	821	20414	2021-344	\$ 75.00	\$ 35.00	\$ 40.00
7/13/2021	822	167	2021-342/343	\$ 90.00	\$ 20.00	\$ 70.00
7/14/2021	823	1193410	2021-346	\$ 49.00	\$ 15.00	\$ 34.00
7/19/2021	824	26073	2021-359	\$ 35.00	\$ 15.00	\$ 20.00
7/22/2021	825	1194509	2021-365	\$ 40.00	\$ 15.00	\$ 25.00
7/26/2021	826	32433	2021-362	\$ 35.00	\$ 10.00	\$ 25.00
7/29/2021	827	1195129	2021-378	\$ 49.00	\$ 15.00	\$ 34.00
7/29/2021	828	1177	2021-379	\$ 43.00	\$ 15.00	\$ 28.00
7/30/2021	829	647909	2021-375	\$ 40.00	\$ 15.00	\$ 25.00
8/9/2021	830	301953	2021-390	\$ 35.00	\$ 15.00	\$ 20.00
		301960	2021-391	\$ 35.00	\$ 15.00	\$ 20.00
		301965	2021-392	\$ 48.00	\$ 15.00	\$ 33.00
		Total Owed to County				\$ 374.00

CIVIL PAYMENTS CREDIT CARDS					
Jul-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/1/2021		2021-321	\$ 35.00		\$ 35.00
7/6/2021		2021-328	\$ 46.00		\$ 46.00
7/6/2021		2021-324	\$ 35.00		\$ 35.00
7/8/2021		2021-330/331	\$ 45.00		\$ 45.00
7/13/2021	820	2021-341	\$ 35.00	\$ 15.00	\$ 20.00
7/16/2021		2021-354	\$ 35.00		\$ 35.00
7/16/2021		2021-352	\$ 75.00		\$ 75.00
7/21/2021		2021-351	\$ 38.00		\$ 38.00
7/23/2021		2021-366/367	\$ 58.00		\$ 58.00
7/23/2021		2021-361	\$ 14.00		\$ 14.00
7/28/2021		2021-374	\$ 80.00		\$ 80.00
7/30/2021		2021-376/377	\$ 160.00		\$ 160.00
8/2/2021		2021-386	\$ 40.00		\$ 40.00
8/9/2021		2021-395	\$ 46.00		\$ 46.00
8/10/2021		2021-400	\$ 35.00		\$ 35.00
8/10/2021		2021-399	\$ 35.00		\$ 35.00
8/10/2021		2021-398	\$ 35.00		\$ 35.00
Total Owed to County					\$ 832.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDI					
Jul-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/2/2021			\$ 12.00		\$ 12.00
7/7/2021			\$ 12.50		\$ 12.50
7/8/2021			\$ 12.00		\$ 12.00
7/9/2021			\$ 12.00		\$ 12.00
7/12/2021			\$ 15.00		\$ 15.00
8/2/2021			\$ 65.00		\$ 65.00
7/14/2021			\$ 12.00		\$ 12.00
7/23/2021			\$ 12.00		\$ 12.00
7/26/2021			\$ 12.00		\$ 12.00
7/27/2021			\$ 12.00		\$ 12.00
8/10/2021			\$ 12.00		\$ 12.00
7/19/2021			\$ 50.00		\$ 50.00
8/4/2021			\$ 50.00		\$ 50.00
Total Owed to County					\$ 288.50

CHP CREDIT CARDS			
Jul-21			
Date		Amount	Amount Owed to County
7/2/2021		\$ 152.50	\$ 152.50
7/2/2021		\$ 152.50	\$ 152.50
7/6/2021		\$ 63.00	\$ 63.00
7/9/2021		\$ 63.00	\$ 63.00
7/13/2021		\$ 152.50	\$ 152.50
7/15/2021		\$ 63.00	\$ 63.00
7/15/2021		\$ 152.50	\$ 152.50
7/16/2021		\$ 152.50	\$ 152.50
7/19/2021		\$ 63.00	\$ 63.00
7/19/2021		\$ 152.50	\$ 152.50
7/19/2021		\$ 152.50	\$ 152.50
7/21/2021		\$ 152.50	\$ 152.50
7/21/2021		\$ 152.50	\$ 152.50
7/22/2021		\$ 152.50	\$ 152.50
7/23/2021		\$ 152.50	\$ 152.50
7/26/2021		\$ 152.50	\$ 152.50
7/27/2021		\$ 152.50	\$ 152.50
7/27/2021		\$ 152.50	\$ 152.50
7/27/2021		\$ 152.50	\$ 152.50
7/28/2021		\$ 63.00	\$ 63.00
7/30/2021		\$ 152.50	\$ 152.50
Total Owed to County			\$ 2,755.00

CIVIL CHECKS \$ 374.00
CIVIL CREDIT CARDS \$ 832.00
RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 288.50
CHP CREDIT CARDS \$ 2,755.00
TOTAL PAID TO GENERAL FUND \$ 4,249.50 Check#831
DEPOSIT TAKEN TO BANK OF COLORADO \$ 574.00

Clerk Fees Collected 2021

July

	<u>2020</u>	<u>2021</u>	
<u>Recording Fees Retained</u>	52,488.56	13,208.21	
<u>Motor Vehicle Fees Retained</u>	343,632.33	339,467.06	
Total \$	396,120.89	\$ 352,675.27	\$43,445.62

Fees & Taxes Distributed

State of Colorado	301,383.24	275,048.73	
City of Sterling	42,637.62	54,007.68	
Town of Fleming	1,627.20	1,162.60	
Total \$	345,648.06	\$ 330,219.01	\$15,429.05

Fees Retained Year to Date \$2,437,739.05

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR JULY 2021		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	579.51	@ \$23.17	\$13,427.25
City of Sterling Dump Trucks	CL	115.46	@ \$23.17	\$2,675.21
General Public		67.07	@ \$23.17	\$1,554.01
Commerial (Packers & Roll Offs)	C	990.45	@ \$23.17	\$22,948.73
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	655.77	@ \$36.17	\$23,719.20
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	122.71	@ \$46.34	\$5,686.38
Industrial Waste Out of County	IDOC	68.36	@ \$72.34	\$4,945.16
Rural Free Certificates	NC	77.34	NC	
All County Vehicles	NCC	53.9	NC	
TOTAL TONS		2730.57		
\$10.00 MINIMUM DIFFERENTIAL				\$907.66
\$20.00 MINIMUM DIFFERENTIAL				\$15.89
E-Waste Recycling		18 ITEMS		\$111.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		9.02		
Car Tires (CHG)		72	@ \$5.00	\$360.00
Truck Tires (CHG)		4	@ \$8.00	\$32.00
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 (RBT)			NC	
Appliances (CHG)		6	@ \$5.00	\$30.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		1023		
TOTAL OC & IDOC				\$10,647.43
TOTAL IN COUNTY				\$65,789.05
GRAND TOTAL				\$76,436.48

SIGNED BY: Pam Jerdig
 DATE: August 2, 2021

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jul-21	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	355.95	1201.22	\$10,303.52
CHARGE	1679.65	3297.74	\$49,885.38
CITY OF STERLING	694.97	1392.26	\$16,247.58
TOTAL	2730.57	\$5,891.22	\$76,436.48
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	9.02		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	2739.59		

SIGNED BY: *Pam Jerdig*
 DATE: *Aug. 2, 2021*

American Building Systems, LLC

614 S 10th Avenue
Sterling, CO 80751
970-580-9481

www.americanbuildingsystems.net

The above name Builder, hereafter referred to as "Contractor", proposes to sell such structures, equipment, foundation materials, and services as listed below

Logan County Landfill	1-970-522-8657	8/ 02/2021
NAME	PHONE	DATE

ADDRESS	LOCATION
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Hereafter referred to as "Owner", subject to Standard Terms of Agreement on attached sheet.

DESCRIPTION OF BUILDINGS, EQUIPMENT AND SERVICES

Proposed Scope of Work:

This proposal is for a 60' wide x 120' Length x 18' tall.

Bid proposal ins only good for 5 days due to steel cost variation's

Proposed Structures and Equipment:

American Building Systems is pleased to provide you with a quote for B&C metal building system for the Logan County Landfill l. This is a quote based on information provided by Matt,

The following is included in the quote:

1. shop – Double slope roof Metal Building 60' W x 120' L x 18' high eave. Clear span Steel building.
2. 26 ga Metal R panel Walls. Colored
3. 26 ga Metal R panel Roof system
4. (5) 24' Bays

5. Engineered and stamped drawings
6. Two 3'0" x 7'0" steel walk-in doors to be installed complete with trims and lockset.
7. (2) 3070 preassembled doors including standard hardware and lockset
8. R10 roof insulation and wall insulation. 3" stretch over.
9. Trim package including gutters, downspouts and trim for framed openings
10. Engineered concrete foundation. (Foundation specs may change after engineering in complete)
11. Four 14' wide x 16' tall S-24C insulated over head doors to be installed on side walls complete with weather seal. (all wiring by others)
12. One 16' wide x 16' tall insulated S-24C over head door to be installed on side wall complete with weather seal. (all wiring by others)
13. Freight to Sterling, Colorado job site.

Proposal Price:

\$ 302,936.00

OPTION #1 To have operator's installed for overhead doors ADD: \$6,752.00

American Building Systems, LLC Buildings Systems LLC.

OWNER.

Proposed By, _____

By, _____

Terms of Payment will be Down Payment of **\$ 30,293.00** due upon acceptance. Material Delivery Payments will be billed upon receipt of materials, and due 10 days later. Monthly Progress Payments will be billed through the 30th day of the month work is performed with payment due 10 days after billing. Past due balances subject to finance charge of 1 ½% monthly, 18% annual.

In accepting this proposal, Owner creates a Contract between Owner and American Building Systems, LLC. for the sale of materials and services as described above. It is agreed that this Contract will include all of the Standard Terms and Provisions as outlined on the attached sheet. This proposal is subject to revision after 30 days.

All proposals are estimates until reviewed and accepted by American Building Systems, LLC. Sales Manager and/or Operations Manager.

Exclusions:

1. Site conditions are assumed to be clear of all utilities, obstacles and anomalies.
2. Work areas to be cleaned and ready for Hot Work by Owner's Personnel prior to the start of this project.

3. Hidden damage and/or undiscovered conditions are specifically excluded.
4. Factory Mutual Requirements are Specifically Excluded.
5. Electrical Work to be provided by the Owner.
6. No site work is included in this proposal.
7. No building permits are included.
8. No Air Quality permits are included.
9. Location and Protection of private utilities is not included and is to be provided by the owner. Location and protection of public utilities is included in this proposal.
10. Performance and payment bonds are not included.
11. City, County and State building permits, fees and taxes are excluded unless specifically included and listed above.
12. All discussions regarding estimated project start and completion dates are strictly made in a good faith effort based upon current information. Project scheduling commitments, whether expressed or implied, are subject change without notice due to weather conditions, material deliveries and/or crew availability. Material deliveries are predicated by plant scheduling and are not a commitment by the contractor to have erection crews ready to start at that time.
13. American Building Systems, LLC Buildings Systems LLC. is not responsible for any damages to landscaping, curbing, roadways or other facilities incurred during construction.

Included In Proposal	YES	NO
Grading & Leveling of Site		X
Delivery to Job Site	X	
Turnkey Erection	X	
Fill Material for Site		X
Labor & Material for Concrete	X	
Building Permit		X
Electrical Work and Permits		X
Plumbing Work and Permits		X
EPA and/or Public Health Department Permits		X

WE APPRECIATE YOUR BUSINESS. THANK YOU!

STANDARD TERMS OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

1. The Owner warrants to the Contractor that he has the legal right to build on the Owner designated Jobsite and that the Jobsite is properly zoned for the agreed upon Building construction and being the Work. The Owner is responsible for obtaining and paying for Building Permits for the Work if required by any governmental authority and providing good and sufficient access to the Jobsite with reasonable space for storage of materials for the Work.

2. The Contractor assumes no obligation to check Jobsite boundaries, including any required set backs, The Contractor will be responsible for grading and constructing the Building on the designated Jobsite where indicated and accepted by the Owner on the Owner's plot plan.
3. Soil: All prices in this Agreement are based on dry soil with a minimum load bearing condition of at least 3,000 pounds/square feet or as required for the Building, whichever is greater. The Owner will be responsible for costs incurred by the Contractor in correcting deficient soil. The Owner will be consulted prior to the Contractor undertaking corrective work.
4. The Contractor will not be responsible for any sub-surface conditions or obstructions including water, utility lines and rock requiring heavy construction equipment or blasting to grade or remove. The Owner will be responsible for costs incurred by the Contractor in correcting subsurface conditions to enable it to properly perform the Work at the Jobsite. The Owner will be consulted prior to the Contractor undertaking the corrective work.
5. The Contractor warrants to replace or repair, within one year from the date of completion of the Building, the Work which requires repair or replacement due to a defect in the material or workmanship supplied or performed by the Contractor. The Contractor will not be responsible for any other damages in tort or contract of any kind. The Owner will notify the Contractor, in writing, of any defects in the Work within one month of discovery, and failure to do so shall cause this warranty to lapse with regard to the defect.
6. The Contractor may, at It's own expense and from time to time, employ subcontractors as needed to complete any phase of the Work as It deems necessary.
7. No cost to Erect or Install any materials is included unless expressly shown on the Agreement.
8. Any specification, addition or extension errors or Agreement errors Inconsistent with the specifications are subject to the right of correction by the Contractor.
9. It is agreed that this Agreement is not subject to cancellation by the Owner unless so agreed in writing by the Contractor and the termination provisions provided for In Paragraph 24 are paid for by the Owner.
10. When any part of the building is used or occupied by the Owner or the Work Is completed, whichever event occurs first, All liability for the Building shall become the responsibility of the Owner, and the Contractor's a Builder's Risk Insurance shall no longer apply.
11. All construction materials shall remain the property of the Contractor until the Work is complete and the Agreement is paid for in full. The Owner will, upon the request of the Contractor, execute and deliver a Uniform Commercial Code Security Agreement and Financing Statement to evidence this covenant.
12. The Building shall remain locked or inoperative or unoccupied until paid for by the Owner and the keys to the Building are turned over from the Contractor to the Owner.
13. The Owner shall not assign his rights in whole or in part to this Agreement without the previous written consent of the Contractor. The Contractor may assign this Agreement as collateral for construction financing.
14. This Agreement Is binding on the parties hereto and their heirs, executors, successors and assigns.
15. Materials delivered to the Jobsite by the Contractor for use In the Work will remain the property of the Contractor until such time as the Work is completed, and any materials not used shall remain the property of the Contractor.
16. In the event of any litigation by the Contractor or the Owner for enforcement of any provision of this Agreement. The exclusive venue for the litigation, except mechanic lien actions, shall be the District or County Court, Logan County, Colorado, and none other and notwithstanding the location of the Work or execution of the Agreement. The Agreement progress payments and price shall be due and payable as set forth in the Agreement and final payment when the Work is complete. Warranty Work shall not delay final payment. Interest shall be earned, at the rate of 18% per annum, on all unpaid amounts from the date due and payable until paid in full.
17. Labor and/or materials supplied by the Owner shall not be allowed for credit against this Agreement unless terms are specifically agreed to in the Agreement or via a Change Order prior to use by the Contractor.
18. The Contractor shall be responsible for removing its excess materials and rubbish from the Jobsite. This Contract is for a building unit as described on the Sales Agreement. Excess materials on site will remain the sole property of the Contractor. If the Owner elects to keep the excess materials, the normal retail selling price will be charged.
19. The Contractor will maintain Builder's Risk Insurance and Workman's Compensation Insurance covering all workmen employed to perform the Work. Amounts and Certificates of Insurance will be made available to the Owner on written request.
20. The Owner shall be responsible for providing such Insurance as he deems necessary to protect him from any liability as may arise from this Work performed by the Contractor under this Agreement.
21. Except as set forth herein, the Owner agrees to not interfere with the progress of the Work and to not allow any occupation of the Building or Foundation by persons not directly employed on the Work by the Contractor. The Contractor will make reasonable effort to coordinate its Work with that of the Owner to minimize any conflicts with normal day to day activities of the Owner and to Insure smooth operations for the Work performance.
22. The Owner may, prior to execution of the Agreement, order extra work or deduct from the original Building plans. Changes to the original Agreement shall thereafter be in writing on a Contractor Change order form, which will reflect the addition or deletion of materials or services and the respective costs. Change orders will not affect the Standard Terms of Agreement as outlined herein.
23. There are no promises, agreements or understandings outside of this Agreement. All terms expressed in this Agreement are not to be modified in any way except in written Change Orders and such Change Orders will be signed and agreed to by the Owner and the Contractor prior to becoming effective.
24. If the Owner shall direct the Contractor to stop the Work for any reason whatsoever before completion of the Work, he, if permitted by the Contractor, pursuant to Paragraph 9, shall pay immediately to the Contractor (a) the cost of all Work performed and materials delivered to the Jobsite; (b) all materials ordered and not cancelable; and (c) an amount equal to ten percent (10%) of the total amount of this Agreement as a liquidated damage/mobilization/termination/lost profit fee.
25. Any unauthorized occupancy or use of the Building shall constitute final acceptance of the Work to date and without regard to any stage of completion, and the entire unpaid balance of the Agreement price shall be immediately due and Payable.
26. Drawings, copies, specifications and manufacturer literature will remain the property of the contractor and are not to be used by the Owner on other work. All Contractor documentation used in unsuccessful bid situations is to be returned to the Contractor.
27. The Contractor shall not be liable for damages for failure to perform the Agreement as the result of any delay or failure resulting or caused directly or indirectly by Acts of God, labor disturbance or shortage, embargoes, inclement weather, delays in manufacturing or transportation of materials or any other delays beyond the reasonable control of the Contractor. The place of product fabrication and method of shipping shall be determined by the Contractor. Any delay In the Contractor's Work due to any of the above causes will be reason for the Contractor to extend the time period for completion of the Work and at no penalty to the Contractor.
28. The Owner may, upon written advice delivered to the Contractor, directly contract with other contractors for concurrent work (such as the removal or containment of asbestos, hydrocarbons and other Hazardous materials, fuel tank removal and installation of telephone and communication systems) on the Jobsite and outside of the scope of performance of the Contractor's Work pursuant to this Agreement. The Owner shall provide in any other contracts that such work shall not unreasonably interfere with the Work of the Contractor and the Contractor's Work performance shall have superior right in time and place to the use and occupation of the Jobsite. The Owner indemnifies and holds harmless the Contractor from all claims, damages, impositions and fines (such as OSHA determinations) imposed or attempted to be imposed upon the Contractor as the result of work performed by the Owner or others for the Owner on the Jobsite.

American Building Systems, LLC

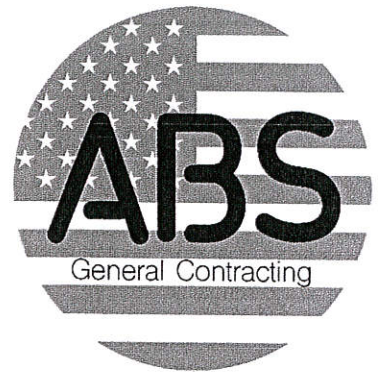
OWNER.

By, _____ By, _____

AMERICAN BUILDING SYSTEMS, LLC

PO Box 1792
Sterling, CO 80751
Mike Yarrington (970) 580-9481
Todd Curlee (970) 520-1437

www.americanbuildingsystems.net



American Building Systems LLC, hereafter referred to as "Contractor", proposes to sell such structures, equipment, foundation materials, and services as listed below to:

Date 08-02-2021

Name: Logan County Landfill

Phone/ Cell: 970-520-9451

Billing Address:

Jobsite Address:

City: Sterling

State: Co

Zip: 80751

Hereafter referred to as "Owner", subject to Standard Terms of Agreement on attached sheet.

Description of Building, Options, Equipment and Services

One 60' wide x 120' long x 18' tall Post Frame Building complete with the following:

End Use: Storage		
Occupancy:		
Building Code: 2012		
Width: 60'	Length: 120'	Clear Height: 18'
RoofLiveLoad: 20lbs	Ceiling Load: 4lbs	Wind Load: 115mph
Exposure Rating: C		

- Three Ply Laminated Columns treated below grade complete with a concrete footing. All Treated columns are a .6 pcf CCA treated material used below finished floor.
- Screw fasteners with neoprene backed washers for leak resistance
- 2 x 6 wall girds
- 2 x 6 roof purlins with fastener to prevent purlin roll
- One row of 2 x 6 treated splash plank treated to a .6pcf CCA
- Bottom cord truss bracing standard
- Full trim and flashing for corners, gable which provide an attractive finish, plus protection from blowing rain and snow
- Foam closures at eave and ridge
- Uni-rib walls and roof with long lasting siliconized polyester color coated sheeting with a 30-year warranty

Accessories Included

- Two 3' wide x 6'8" tall walk-in doors to be installed complete with weather seal and lock set.
- Four 14' wide x 16' tall overhead doors to be installed on side wall. Complete with all trims and Weather seal.
- One 16' wide x 16' tall overhead doors to be installed on end wall. Complete with all trims and Weather seal.
- R-6 insulation to be installed in roof and walls.
- One concrete footer to be installed complete with #4 rebar to building manufacture specs.
- This quote provides labor and equipment to unload building. Erect building on level site.

OPTION #1: To have operators installed on overhead doors. (No Wire included). **ADD:**
\$6,752.00

Bid good for 5 days

BASE BUILDING TOTAL: \$176,494.00

TOTAL COST WITH ALL OPTIONS: \$183,246.00

Wall Color		Wainscot	N/A
Roof Color		Slide Doors	N/A
Soffit Color	N/A	Post Wraps	N/A
Gable Trim		OHD Door Trim	
Corner Trim		Slide Door Trim	N/A

Labor and Equipment to erect 60' wide x 120' long x 18' clear height with the above accessories.

EXCLUSIONS

1. Site conditions are assumed to be clear of all utilities, obstacles and anomalies.
2. Locating and protecting private and/ or public utilities is not included.
3. Additional works required by code review are not included.
4. Hidden damage and/ or undiscovered conditions are not included.
5. Factory mutual requirements are not included.
6. No air quality permits are included.
7. Performance and payment bonds are not included.
8. City, County and State building permits, fees and taxes are not included.
9. American Building Systems LLC is not responsible for any damages to landscaping, curbing, roadways or other facilities incurred during construction erection and/ or removal of wall panels.

Included in Proposal	YES	NO
Grading & Leveling of Site		X
Delivery to Job Site	X	
Turnkey Erection	X	
Fill Material for Site		X
Building Permit		X
Electrical Labor & Permits		X
Plumbing Work & Permits		X
Air Quality Permits		X

In accepting this contract, Owner creates a binding agreement between Owner and American Building Systems LLC, for sale of materials and services as signed and described above. It is agreed that this Contract will include all of the Standard Terms and Provisions as outlined on the following sheets.

TOTAL CONTRACT PRICE: \$

Terms of Payments

10% ACCEPTANCE FEE: \$

65% DELIVERY FEE: \$

ALL OTHER BILLING WILL BE DONE AS A MONTHLY PROGRESSIVE BILLING WITH PAYMENTS DUE UPON RECEIPT

CONTRACT ACCEPTANCE BY:

American Building Systems, LLC Representative

Date

Owner

Date

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American Building Systems, LLC

OWNER.

By, _____ By, _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602		CONTACT NAME: PHONE (A/C, No. Ext): (800) 688-1984 FAX (A/C, No): 877-826-9067 E-MAIL ADDRESS:	
INSURED American Building Systems LLC PO BOX 1792 , Sterling, CO, 80751		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Kinsale Insurance Company	
		INSURER B: Scottsdale Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01001405650	2/8/2021	2/8/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> BI & PD applies per Claim						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		XBS0138663	2/8/2021	2/8/2022	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Logan County Landfill 24235 US Highway 6 Sterling, CO 80751	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



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CERTIFICATE HOLDER

CANCELLATION

Logan County Landfill
24235 US Highway 6 Sterling, CO 80751

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 2, 2021

AUG 06 2021

CLERK & REC

THIS AGREEMENT is made and entered into this 6 day of Aug, 2021, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **RE-1 Valley School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 2, 2021**, as a **"Coordinated Election"** as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a **"Mail-in Ballot Election."** The type of election to be held is:
 Ballot Issue (TABOR) Ballot Questions X Candidates
2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk, and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 24, 2021**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,

temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. BALLOT CERTIFICATION:

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where

appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 24, 2021.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 3, 2021.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 20, 2021.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to baconp@logancountyco.gov . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

Tuesday, August 31, 2021 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 8, 2021 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside

vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021.**

The certified list of candidates, ballot issue and or ballot questions shall be final and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be

charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 13, 2021 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center, and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

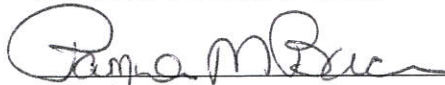
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021, and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

LOGAN COUNTY CLERK AND RECORDER



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

APPROVED:

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

RE-1 Valley School District

By: 

Printed Name: Shila J. Adolf

Title: Superintendent

Designated Election Official for the Entity:

Shila Adolf

Mailing Address: 301 Hagen Street
Sterling, CO 80751

Phone: (970) 522-0792

Fax: (970) 522-0525

Email: Superintendent@RE1Valley.org

LOGAN COUNTY

AUG 06 2021

CLERK & REC



LOGAN COUNTY PURCHASING POLICY AND PROCEDURES

BOARD OF LOGAN COUNTY COMMISSIONERS

LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

Jane E. Bauder, Commissioner

Joseph A. McBride, Commissioner

Adopted July 3, 2012, Revised June 21, 2016, Amended September 4, 2018,

Amended March 5, 2019, Amended August 18, 2021

Effective Period: Until Superseded

Review Schedule: Annual

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STATEMENT OF POLICY AND PURCHASING ETHICS

Logan County presents this Purchasing Policy to assist each County employee or officer who directly buys goods and services.

The County Finance Department will assist with procedural questions and processing of paperwork, but the individual department is responsible for following County policies in purchase decisions.

The purpose of the Logan County Purchasing Policies and Procedures is to provide a framework for efficient and cost-effective purchasing for all county operations. The contents of these policies and procedures do not create any property or contractual rights between the county and any supplier of goods and services.

Except when specifically authorized by statute or regulation to act otherwise, this policy shall apply to all Elected Officials, Department Heads, employees, contractors, and agents for Logan County. The ultimate authority to purchase items or contract for services lies with the Board of County Commissioners and may only be delegated or authorized pursuant to the provisions of this policy.

The purchasing policy's primary purpose is to communicate policies and give guidance to personnel with delegated purchasing authority. This policy has been designed to:

- Comply with Colorado Revised Statutes, as amended
- Encourage maximum competition on a basis of fair and equal opportunity to qualified and interested bidders
- Provide a uniform procedure for the procurement of material, equipment, supplies and services
- Ensure that the county is getting the best overall value for tax dollars. Some of the factors considered when determining the "best overall value" are:
 - Price
 - Warranty
 - Service
 - Availability
 - Past Performance
 - References

Logan County's goal is to procure materials, supplies, equipment, and services at the lowest possible cost and consistent with quality required. All authorized employees purchasing on behalf of the County are expected to use public monies wisely; therefore, any employee making any purchases must buy in an honest and prudent manner that results in getting the best product or service for the fewest tax dollars.

It is also suggested to delay large purchases until February or later in the New Year to allow for receipt of property tax revenue.

The purchaser's timely completion of all the proper documents results in overall efficiency of county purchasing as a whole and ensures complete communication. It can also help the County take advantage of payment/price discounts.

Throughout this policy, responsibilities are defined. You can generally answer questions by referring to this policy. Requests for exceptions are to be reviewed by the Finance Department prior to final approval by the Board of County Commissioners.

RESPONSIBILITIES:

- The initiating department has the responsibility for the procurement of goods and services or give functional directions to others delegated the authority to perform such services.
- The initiating department is responsible for initiating and maintaining effective and professional relationships with suppliers, actual and potential.
- The initiating department will conduct all correspondence with suppliers involving prices or quotations. In cases where technical details are necessary, the initiating department may correspond with suppliers regarding technical issues. In such cases, copies of all such correspondence should be attached to the purchase order requisition.
- ***Some items may require additional review and approval prior to purchase. Examples of these items, although not all inclusive, are:***
 - Computer Equipment and Software
 - Vehicle Purchases
 - Communication Equipment (pagers, cell phones, usage plans, etc).
 - Maintenance contracts
- Personnel involved in purchasing activities will recognize and practice good public relations by giving all callers and visitors courteous treatment, and will strive to maintain and enhance the County's image by their personal conduct and methods of doing business.
- Purchasing personnel are to obtain and purchase goods at the lowest possible total end-use cost, considering the guidelines of prices, service, quality, and delivery. The initiating department is to assume full authority to question the quality and kind of material sought in order that the best interests of the County may be served.
- Initiating departments shall work with the Finance Office to ensure budgetary compliance. A purchase may not be made without a prior appropriation.

EXCEPTIONS:

The provisions of this policy are mandatory on all Logan County purchases and contracts unless Colorado Statutes or regulations require a different procedure.

In addition, exceptions are allowed for purchases or services necessary due to General Maintenance or Repairs of the following items -

- Buildings
- Equipment
- Vehicles

A minimum of three (3) quotes is required with documentation attached to the voucher when submitting for payment. If three (3) quotes are not available, detailed justification is required. If any pertinent information is missing it will be returned to the department for completion.

Any purchase or contract which does not follow the provisions of this policy may become the personal responsibility of the individual who authorized the purchase or signed the contract. Failure to follow the provisions of this policy may be grounds for disciplinary action or modification of budgets.

DEFINITIONS:

Bid – The response to an Invitation for Bids.

Bidder – Any person or vendor who submits a bid.

Capital Assets - Non-consumable items, such as vehicles, operating equipment, furniture, copiers, computers, etc. valued \$5,000 or greater.

CFR – Code of Federal Regulations.

Competitive Bid – A procedure inviting available vendors to compete with each other to provide goods or services to the County.

Declared Emergency – A declaration made by the Board of County Commissioners or Colorado Department of Local Affairs in which some normal functions of the County are affected. Such declarations usually come during a time of natural or manmade disasters and emergency preparedness plans may need to be used and put into action.

Department – For purposes of these rules, department includes all Elected Officials and Department Heads.

Durable Equipment – goods that yield utility over time rather than being completely consumed in one use.

Emergency Purchase – Purchases made in the event of a Declared Emergency where the County's ability to serve the public would be impaired if purchases are not made immediately.

General Maintenance or Repairs – The care and servicing of equipment and facilities due to normal wear and tear.

Invitation to Bid – A means of notifying vendors that the County has specific requirements for materials and/or supplies and the County is offering vendors an opportunity to fulfill those requirements. This is a formal means of soliciting price quotes requiring formal advertising, and sealed bids.

Local Business – A business which maintains a physical place of business in Logan County.

Price Quote – A price for goods or services obtained by telephone, email, fax, or in writing.

Purchase Order – A legally binding document provided to a vendor requesting that the vendor supply the County with goods and services as specified.

Purchasing Authority – The authority approved by the Board of County Commissioners authorizing Department Heads, Finance Director, or other authorized designees the authority to purchase goods or services for the County within specified limits.

Purchasing Ethics – Rules defining ethical conduct of County employees and vendors participating in the purchasing process as stated in Article 18 of Title 24 of the Colorado Revised Statutes.

Request for Proposals – A means of notifying vendors that the County has specific requirements for goods or services and the County is offering vendors an opportunity to fulfill those requirements.

Requisition – A document requesting a purchase to be made on behalf of the County. This is the first step after the need for a good or service is recognized.

Small Assets – Durable items such as computers, laptops, or office furniture and is valued between \$1000 and \$4,999.99.

Small Inventory – record keeping of durable items that are valued between \$1,000.00 and \$4,999.99.

Specification – A concise description of a good or service the County is seeking to buy and the requirements the vendor must meet in order to be considered for the award.

Voucher – A document authorizing a purchase and receipt of items signed by the Elected Official or Department Head.

QUOTATIONS AND BIDS

REQUIREMENTS FOR INFORMAL BIDS

Purchases of goods or services \$2,499.99 and under:

- It is at the discretion of the Department Head, Elected Official, or designated person to determine what is in the best financial interest of the County for individual single item purchases under \$2,499.99 and such persons are authorized to make these budgeted expenditures without further authorization.
- ***Purchases in excess of \$2,499.99 shall not be purposely divided into smaller components so as to avoid the more formal requirements of requisitioning and formal bidding.***
- Purchases in amounts less than \$2,499.99 do not require a Purchase Requisition. However competitive price quotes from multiple sources is encouraged and should be noted on the voucher when submitting for payment.
- This policy applies to purchases made with grant funds, unless otherwise required by grant contract, and for repairs resulting from insurance claims.

Purchases of goods or services in the amount of \$2,500 but less than \$5,000:

- A Purchase Requisition form is required and must be signed by the Department Head or Elected Official and submitted to the Finance Office with supporting bid or quote documentation attached.
- It is required that competitive bids are received from a minimum of three (3) sources for purchases of at least \$2,500 but less than \$5,000. List minimum of three suppliers contacted and their response. **If three suppliers are not available note this information in the remark section of the requisition.**
- ***Purchases in excess of \$5000 shall not be purposely divided into smaller components so as to avoid more detailed purchasing requirements.*** The general practice is to accept the lowest bid;

however, in the case the low bid is not the preferred choice a detailed reason needs to be included in the remarks section.

- ***Two signatures from the Board of County Commissioners are required PRIOR to any purchase of \$2,500 or greater.***
- Finance Department will issue a purchase order upon approval by the Board of County Commissioners.
- Once the initiating department receives the purchase order, the approved purchase may be made. Under no circumstance will exceptions be given to vary from this policy unless ***approved by the Board of County Commissioners***. Any exception requires the signature of two County Commissioners.
- This policy applies to purchases made with grant funds, unless otherwise required by grant contract, and for repairs resulting from insurance claims.

****Exception: A purchase requisition is not required on those items that have been approved at budget meetings and are placed under Capital Expenditures.***

REQUIREMENTS FOR FORMAL BIDS

Purchases of goods or services, Capital Assets, Remodeling or Construction of any County Property \$5,000 or greater:

The term "formal bid" is used to identify solicitations which represent major purchases by Logan County. The difference between an informal and a formal bid is that a formal bid must be sealed and in writing.

1. The department desiring to purchase any goods or service, Capital Assets, or remodeling/construction of any County Property involving the expenditure of \$5,000 or more, shall prepare the specifications and submit the same to the Board of County Commissioners for review.
2. The initiating department shall solicit bids so as to obtain as many bids as possible in order to obtain the best price, with the additional objective that all contractors and/or retailers having a place of business in Logan County, Colorado, have an opportunity to submit bids. Invitation for bids shall be solicited directly, by publication in the County newspaper, or by BidNet web-based solicitation and bidding service.
3. In accordance with Federal regulations CFR (code of federal regulations) 200.321, Logan County will take necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
4. In cases when an item is "one of a kind" or there is little likelihood of competitive bidding, the Board of County Commissioners, unless prohibited by law, upon the affirmation vote of a majority of the Commissioners, may waive the requirement of soliciting bids in accordance with the provisions of this policy.
5. Bids shall be required on all motor vehicle purchases regardless of price. If a County-owned vehicle is available for trade-in on the purchase of a new motor vehicle, the Board of County Commissioners may consider the value of any trade-in allowance offers from prospective vendors in making its purchasing decision, but shall not be bound to accept any trade-in offers, regardless of amount.

6. All invitations for bids, whether by direct solicitation or newspaper advertisement, shall require that responses be mailed or delivered to the Office of the County Commissioners in a sealed envelope and clearly labeled as a sealed bid. Invitations submitted through the BidNet web-based solicitation and bidding service will require responses to be submitted electronically to the Office of the County Commissioners in the form provided by that service.
7. Each invitation for bid shall specify the date and time the bids will be opened, which shall not be less than ten (10) days after the invitation is solicited. Each invitation shall also further reserve the right to reject any and all bids, and unless prohibited by law, each invitation shall also reserve the right to accept a bid other than the lowest bid.
8. The Board of County Commissioners shall securely maintain each bid received, and no bid shall be opened by anyone at any time other than the time specified in the invitation. Each bid opening shall be public and the bidders shall have the opportunity to be present at such time, but no further bids or modification of bids shall be accepted at such time.
9. All request for bids for road construction projects likely to involve expenditures of \$50,000 or more shall be advertised in the County newspaper no less than 10 days before the contract is let, as required by **Section 43-2-209 C.R.S.** The Board of County Commissioners may waive advertisement in this manner if it determines that doing so would be detrimental to the immediate preservation of the public peace, health and safety.
10. Any purchases(s) of goods, service, or proposed construction submitted by any Elected Official or Department Head not in accordance with the provisions of this Resolution shall be rejected and any voucher submitted for payment shall be disallowed.
11. The issuance and acceptance of a formal bid is best accomplished by a cooperative effort between County Departments and the Board of County Commissioners.

REQUEST FOR PROPOSAL

At the discretion and authority of the Board of County Commissioners, an RFP (Request for Proposal) process may be used in lieu of the formal bid process.

1. Requests for this process may be prepared by the initiating department and reviewed by the Commissioner's Office with final approval to be made by the Board. Justification for such request may be required and be provided in written form.
2. The specifications are written using performance standards rather than the description of the good or services in a proposal. The specification also lists the factors by which the proposal will be judged, and the weight to be given to each factor.
3. Vendors submit proposals of their own design for a product to satisfy the requirements set forth in the proposal.
4. The County may consult with a prospective bidder in preparation of an RFP, however the RFP must be written in such a way that it does not prohibit other bidders from bidding and should in no way give preference to any prospective bidder's product.
5. After proposals are received, the County may enter into negotiations with as many vendors as have submitted feasible proposals to find the best possible proposal for each vendor.

6. Terms will not be disclosed until final negotiations are concluded.

BID REVIEW AND ACTION:

The Commissioner's Office will retain all original bids, bid summary sheet, and sign-in sheet, and will make them available for review to all interested parties upon request.

The initiating department evaluates the bids and recommends to the Board the award in the best interest of Logan County. The Board of County Commissioners makes the final award. It is possible that all bids may be rejected and the project abandoned, postponed, or the bid process reinitiated.

After final award, the office of the Board of County Commissioners shall then process and send to all bidders an announcement of award.

All original bid documents will be retained by the Commissioner's Office where they will be kept on file in accordance with applicable state archive rules.

FINAL AWARD:

The final award shall be made by the Board of County Commissioners in the best interest of Logan County. The Board of County Commissioners has the authority to accept or reject any or all bids and waive any required procedures except those required by law.

Board of County Commissioners may consider up to a 10% preference to local businesses. A local business shall be a business which maintains a physical place of business in Logan County.

REJECTION OF ALL BIDS:

Should no award be made, letters of rejection will be mailed from the Board of County Commissioners or initiating department.

CONTRACTS:

The Board of County Commissioners has the authority to enter into and sign any contracts made on behalf of Logan County. An Elected Official may have specific statutory authority to enter into them independently. The Board of County Commissioner's authority may be delegated in writing or by formally adopted written policy.

If the vendor is doing business with the county for the first time, a completed IRS Form W-9 from the vendor must be submitted to the Finance Department prior to any payment.

EMERGENCY PURCHASES:

- (1) After declaration of an emergency by Board of County Commissioners or Colorado Department of Local Affairs, emergency procurements may be made without complying with the usual procurement requirements if there is an existing threat to public health, welfare or safety, or risk of a serious disruption of business operations, or risk of harm to county property. The Department Head or authorized Representative may consider this option in lieu of going through the Quotation and Bids process if that process would unduly disrupt department operations or endanger the public's health and safety.

- (2) Emergency procurements may NOT be used as a replacement for normal purchasing procedures except in an emergency which is a threat to public health, safety or welfare, the financial interests of Logan County, or the business operations of the county.
- (3) Emergency procurements shall be made with such competition as is practicable under the circumstances. In prolonged emergency situations, Department Heads or Elected Officials authorized to make emergency purchases shall request assistance of the Board of County Commissioners. The basis for the emergency and for the selection of the particular contractor shall be maintained as a public record with vendor payment records.
- (4) A written record of emergency purchases should be kept in order for the Finance Department to process payment.
- (5) The Department Head or Elected Official should attempt to secure by informal bid, if possible, the "best value" on any emergency materials, supplies, equipment, or services. Written documentation defining the emergency and the selection of the contractor or vendor shall accompany the voucher form signed by the Department Head, Elected Official, or Authorized Person.

RESOLUTION
NO. 2021 - 31

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, PROVIDING FOR THE TERMINATION OF A PREVIOUSLY ENACTED TAX CREDIT TO REDUCE BUSINESS PERSONAL PROPERTY TAXES.

WHEREAS, to reduce business personal property taxes, the Board of County Commissioners adopted Resolution No. 2019 - 50 on December 10, 2019, which provided for the extension of a tax credit for the actual value of business personal property in excess of \$7,700, up to a maximum of \$23,000 in actual value, for personal property listed on a single personal property schedule; and

WHEREAS, the Resolution applied to taxes levied for tax year 2019, to be collected in 2020, and continuing in all subsequent tax years until further action by the Board; and

WHEREAS, House Bill 21-1312, signed by the Governor and effective July 1, 2021, increased the exemption of business personal property subject to levy and taxation and not otherwise exempt from taxation, from \$7,900 in actual value per tax schedule to \$50,000 in actual value per tax schedule; and

WHEREAS, the exemption is effective beginning in tax year 2021, for taxes to be collected in 2022, and continuing each year thereafter; and

WHEREAS, the substantial increase in the value of business personal property that is exempt from levy and taxation pursuant to House Bill 21-1312 supersedes the benefit of the tax credit previously adopted by the Board and makes the tax credit unnecessary and ineffective in any subsequent years.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the business personal property tax credit previously approved in Resolution No. 2019 - 50 is hereby terminated, effective in tax year 2021 for the taxes to be collected in 2022 and thereafter.

Adopted and Signed this _____ day of August, 2021.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Joseph A. McBride, Chairman

_____(Aye) (Nay)
Byron H. Pelton, Commissioner

_____(Aye) (Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the ___ day of August, 2021.

County Clerk and Recorder

COPY

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 17 day of August, 2021, by and between the County of Logan, State of Colorado, hereinafter called "County", and PCtelcom the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): (T7N, R50W, W1/2 Sec 3) (T7N, R50W, NE1/4 Sec 9)
(T7N, R50W, SE1/4 Sec 4) (T8N, R50W, SW1/4 Sec 34); and

WHEREAS, Applicant desires to install and construct a Fiber Optic Line, which will be located (Circle One): (along) bore under or trench across Co Rd 67, to benefit the above described premises; and
Co Rd 24, Co Rd 26, Co Rd 67

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☐ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☐ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☐ Applicant shall have the right to install and construct Fiber Optic Line, described above, in the right of way of Co Rd 67, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☐ All work authorized by this Agreement shall be completed no later than July 16 2021.
- ☐ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☐ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☐ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

PCtelcom
ROW2021-13
County Road 67

☐ Applicant hereby releases the County from any liability for damages caused by said Fiber Optic Line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

☐ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☐ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: _____

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Signature Printed name

Owner #2

Signature Printed Name

Signature

Individual Right-of-Way Permit Applicant:

PCtelcom (Steve Beavers)

Printed name

Steve Beavers

Signature

Address: 240 S. InterOcean

Holyoke, CO 80734

(970) 854-2201

Application Fee Paid \$350.00

Date 6/4/2021

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

PCtelcom
ROW2021-13
County Road 67

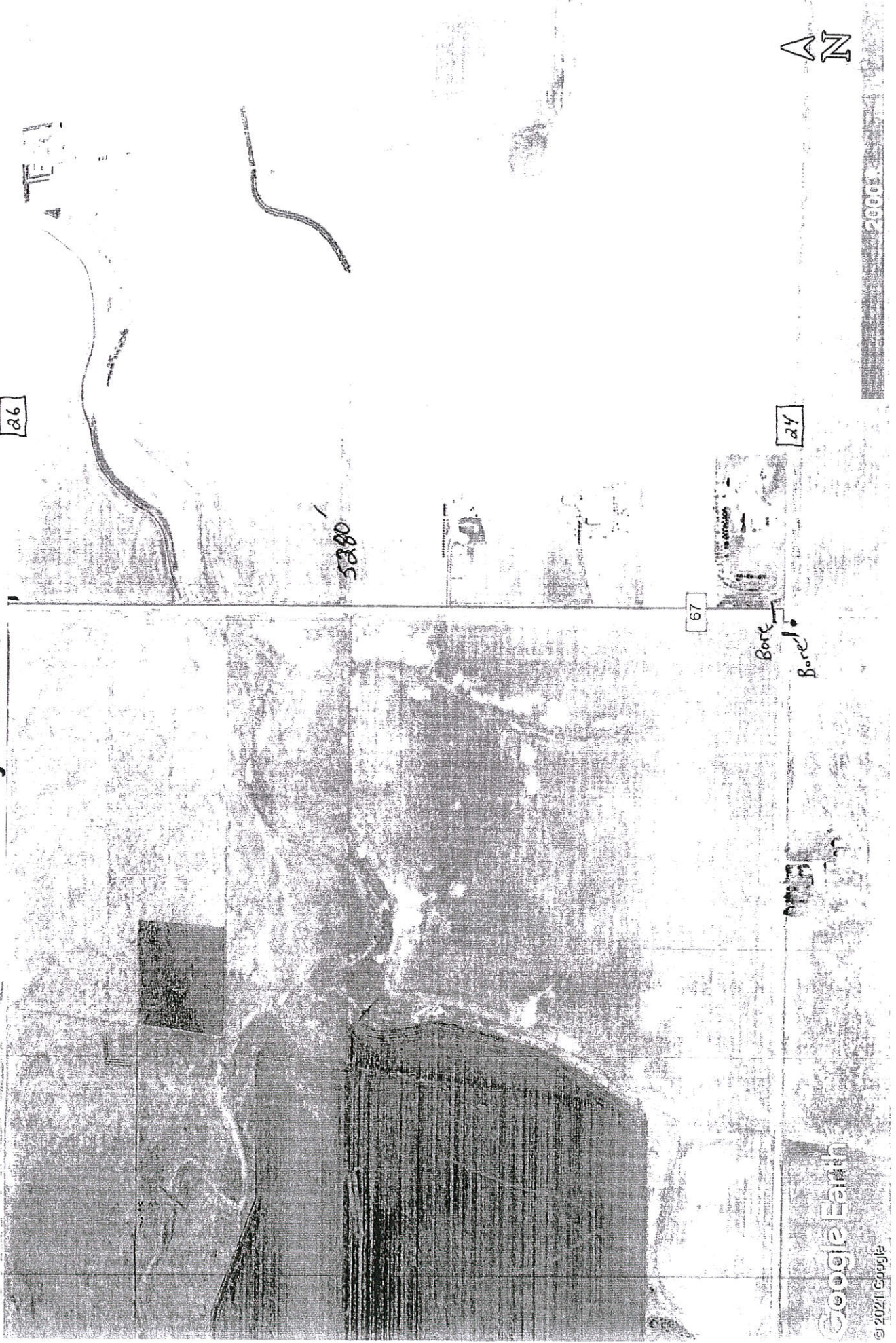
PCtelcom
ROW2021-13
County Road 67

Untitled Map

Write a description for your map.

Legend

WindFarm



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 17 day of August, 2021, by and between the County of Logan, State of Colorado, hereinafter called "County", and PCtelcom the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): (T7N, R50W, S1/2 Sec 4); and

WHEREAS, Applicant desires to install and construct a Fiber Optic Line, which will be located (Circle One): (along) bore under, or trench across Co Rd 24, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- ☐ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☐ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☐ Applicant shall have the right to install and construct Fiber Optic Line, described above, in the right of way of Co Rd 24, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☐ All work authorized by this Agreement shall be completed no later than July 16, 2021.
- ☐ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☐ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☐ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

PCtelcom
ROW2021-14
County Road 24

— Applicant hereby releases the County from any liability for damages caused by said
— Fiber Optic Line, whether caused by employees or equipment of
the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless,
and indemnify the County from and against all liability, loss, damages, personal injuries or
expenses suffered by or imposed against the County by reason of the construction, installation or
maintenance of the above described improvement.

— No perpetual easement or right of way is granted by this instrument and should Applicant's use
of said right-of-way interfere with the County's use, or intended use of said right-of-way,
Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all
costs of such removal or relocation.

— This Agreement shall be a covenant running with the above-described real property and shall be
binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

— Other Provisions: _____

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If
easements containing signatures have been obtained and are in hand for the appropriate permit, then the
landowner signatures required below can be waived.

Owner #1 _____ Printed name _____

Signature _____

Owner #2 _____ Printed Name _____

Signature _____

Individual Right-of-Way Permit Applicant:

PCtelcom (Steve Beavers)

Printed name _____

Signature Steve Beavers

Address: 240 S. Interoccean Ave.

Holyoke, CO 80734

(970) 854-2201

Application Fee Paid \$50.00

Date 6/4/2021

Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

PCtelcom
ROW2021-14
County Road 24

Untitled Map

Write a description for your map.

Legend

• Ashley Fanning

PCtelcom
ROW2021-14
County Road 24

Google Earth

© 2021 Google

65

24

67



2000 ft

5280

MAINTENANCE CONTRACT

THIS MAINTENANCE CONTRACT ("Contract") is made and entered into on **August 1, 2021** by and between **Blazen Illuminations ("Service Company")**, and **Logan County Courthouse ("Customer")**, sometimes referred to collectively as "parties":

WHEREAS Service Company is a company engaged in the business of servicing and maintaining the exterior architectural lighting and operating system currently installed on a portion of Logan County Courthouse, and is willing to provide such services to Customer per the terms herein;

WHEREAS Customer desires to have the Service Company furnish maintenance on said exterior architectural lighting and operating system on Logan County Courthouse;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services

- (a) **System Checks:** Each month, Service Company shall provide both remote and/or on-site labor to maintain and manage basic updates, as well as maintenance and make basic repairs to the lighting and associated networking equipment. In addition, Service Company shall provide unscheduled remedial maintenance ("on-call service") when needed.
- (b) Both scheduled and unscheduled service maintenance shall include what is outlined in Attachment A, as deemed necessary by Service Company. Service Company agrees to document completed maintenance and / or upcoming maintenance on the shared "Monthly Maintenance & Special Events Log" spreadsheet.
- (c) **Programming and Special Event Scheduling:** Service Company will provide the remote labor necessary for additional programming for special events as part of the monthly maintenance plan. The Customer acknowledges that careful planning of the special events' schedule is required to properly manage maintenance hours.
- (d) Work hours are tracked by Service Company in the "Monthly Maintenance & Special Events Log" spreadsheet.
- (e) Any service calls or special event programming requests outside of the allotted hours will be billed at \$85.00 per tech, per hour with a one (1) hour minimum.

2. Excluded Services

- (a) The following services are not included within the present Contract:
 - (i) Maintenance of equipment not installed or authorized by Service Company;
 - (ii) Installation of new equipment;
 - (iii) Extensive maintenance;
 - (iv) Repairs / maintenance due to misuse, and/or use that is outside the terms of the Contract;
- (b) In the event that these services are required by the Customer, the Service Company shall provide an additional quote to Customer for review. These services are not considered "on-call services." Additional quotes will be considered as separate from this Contract.

3. Trained Employees

- (a) Trained personnel, employed and supervised directly by Service Company, will perform all services required by the terms of the Contract. Service Company agrees to ensure that each employee will be properly qualified to carry out duties with reasonable care.

4. Working Hours

- (a) Service Company shall perform remote maintenance for a minimum of one half-hour (30 minutes) each week. The work hours allotted per month will be applied toward all maintenance and special programming services performed (See Section 1. Maintenance Services).
- (b) "On-call service" may be performed outside of the normal maintenance schedule. Customer shall contact Service Company to schedule "on-call service" whenever required. Monthly work hours will be applied toward on-call maintenance services.
- (c) A total of **three (3) work hours are allotted each month**. Any contracted hours not used by the Service Company within the designated month may be rolled over to the next, and accumulated until the end of the present Contract on **July 31, 2022**. Any remaining unused contracted hours at the end of that twelve (12) month period will be forfeited by the Customer.

5. Contract Price

- (a) The Customer shall pay the Service Company at the monthly rate of **\$255.00**, which includes a total of **3 contracted hours** per month, with an annual total of **\$3,060.00 for 2021 - 2022**.
- (b) Any additional services required beyond the **36 work hours allotted annual** will be at \$85.00 per tech per hour with a 1 hour minimum and overtime at \$127.00 per tech per hour. Labor charges may be adjusted and agreed to in writing periodically to compensate for changes in the cost of labor.

6. Change Order

- (a) Customer shall initiate a change order with Service Company in the event that maintenance services become necessary which are not included in the present Contract. Service Company shall then submit to Customer a separate and distinct pricing quote and amend the Contract.

7. Term of Contract

- (a) The term of this Contract shall commence on **August 1, 2021** and shall continue in full force and effect until **July 31, 2022**, at which time it will automatically renew each year on **August 1**, and remain in effect for the entirety of the next twelve (12) months.

8. Termination

- (a) Either party, by giving thirty (30) days' written notice to the other party, may terminate this Contract. The Customer shall be liable to pay the Service Company for maintenance performed as of the effective date of termination but shall not be liable to the Service Company for monthly charges following the termination date of this Contract.
- (b) **Default:** Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default:
 - (i) If the defaulting party does not cure said breach within ten (10) days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other;

- (ii) In the event of such termination due to the Customer's uncured default, if applicable, the Customer shall be liable to pay the amount due for services already rendered.
- (iii) In the event of termination due to Service Company's uncured default, the Service Company shall be liable to the Customer for payments received where services were not yet rendered.

9. Miscellaneous Provisions

- (a) Parties Bound: This Contract is binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Contract.
- (b) Legal Construction: In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- (c) Prior Contracts Superseded: This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- (d) Amendments: This Contract may be amended by the parties only by a written modification of the Contract.

10. Hold Harmless

- (a) Anything in the Contract to the contrary notwithstanding, Customer shall hold Service Company fully harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of Customer, and for which recovery is sought against Blazen Illuminations by that third party.

11. Signatures

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 17, 2021.

CUSTOMER

Logan County Commissioners
Attn: Byron Pelton, Chairman
315 Main Street
Sterling, CO 80751
(970) 522-0888

SERVICE COMPANY

Nate Webb, Co-Owner
Blazen Illuminations
1437 N. Denver Ave., #222
Loveland, CO 80538
(800) 980-4155 ext. 104

Printed Name _____

Signature_____

Signature_____

Date _____

Date _____

Attachment A

Description of Maintenance Plan

The purpose of this Maintenance Contract is to maintain the high quality look and feel of the exterior architectural lighting system currently installed on a portion of Logan County Courthouse, as well as assist in special event programming. The total amount of service hours are proposed as an annual block broken into monthly service hours. If the monthly service hours are not used, they may be "banked" from month to month. This will be helpful as we can pull from these banked service hours in the event a large amount of work or programming is needed but would allow us to do the work without requiring additional billing. However, if the amount of service hours banked are less than the hours needed for a repair, additional billing may be needed but will be quoted in writing prior to any work commencing.

Systems Checks

Each month a Blazen Illuminations technician will log into the server and check that all settings are in compliance with the installed approval. The technician will then check any recorded requests in the Monthly Maintenance Log. These updates or service items will be addressed one by one. In the event that additional materials or parts and labor are needed, the technician will submit a report to the service manager and Blazen Illuminations will issue a quote for the additional work needed.

Programming and Special Event Scheduling

Each month special events arise that you may want to participate in and additional programming may be required. This can also be done in the Monthly Maintenance Plan. **Careful planning of the schedule is a must as these programming requests can quickly use up all of your maintenance hours.**

Blazen Illuminations and Logan County Courthouse will document upcoming events on the shared "Monthly Maintenance & Special Events Log" and will provide the special event programming information at least 24 hours in advance to allow Blazen Illuminations time to complete the requested programming. This will ensure that we are all on the same page and no surprises come up.

SERVICE AGREEMENT

Project Name: Lighting the Western Facade of Logan County Courthouse
Contract Date: August 11, 2021

THIS CONTRACT is made and entered into effective August 17, 2021 by and between **Blazen Illuminations ("Service Company")**, and **Logan County Colorado ("Customer")**;

WHEREAS Service Company is a company engaged in the business of installing and maintaining the exterior architectural lighting and operating system at the Logan County Courthouse, and is willing to provide such services to Customer per the terms herein;

WHEREAS Customer desires to have the Service Company conduct an exterior LED lighting installation on the western facade of the Logan County Courthouse;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. SCOPE OF WORK

- a. The Service Company shall execute the entire Scope of Work described in the contract documents, except those specified under "Assumptions" (ARTICLE IIIC) below.
- b. As outlined in ATTACHMENT A, Service Company will provide all necessary technical services and equipment to install an exterior, architectural lighting system on the western facade of the Logan County Courthouse in Logan County, Colorado (see ATTACHMENT B). The new LED lighting system is designed to adjust color schemes using a computer controller. This can be done either on-site or remotely. The technology allows programming of the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

2. PROJECT SCHEDULE

- a. The following installation schedule is set by the Service Provider
 - Date of Commencement:** **Date of Signing**
 - Estimated Project Start Date:** September 27, 2021
 - Estimated Completion Date:** October 1, 2021
- b. Service Provider shall not be held liable for inclement weather, and in the event of such conditions, Service Provider shall submit a revised schedule to Customer for approval.
- c. Project schedule may be amended by either Service Company or Customer if agreed to by both parties in writing.

3. CONTRACT SUM

- a. The Customer shall pay the Service Company in the sum of **\$52,900.00**
- b. Pricing fully covers the costs necessary for completion of the project:
 - i. Full-color (RGB) LED tape (includes all hardware for mounting and wiring)
 - ii. Power supply boxes (includes hardware and enclosures)
 - iii. DMX integration with current lighting system
 - iv. Labor (assembly, installation, and programming)
 - v. Travel and/or per diem
- c. Assumptions: The contract sum is predicated on Customer providing the following:
 - i. Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - ii. This installation requires on-site use of a high-reach lift.

4. PAYMENT SCHEDULE

- a. The payment schedule is as follows:

- i. **A 50% down payment in the amount of \$26,450.00** is due at least 30 days before the estimated project start date to assist Service Company with material purchasing, staffing, etc.
- ii. **A final payment in the amount of \$26,450.00** is due upon project completion

5. GENERAL PROVISIONS

- a. Service Company is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of the worker.
- b. Service Company shall re-execute any work that fails to conform to the requirements of the contract. All work shall be completed in a workmanlike manner and in compliance with all codes and other applicable laws.
- c. To the extent required by law, all work shall be performed by trained individuals duly licensed and authorized by law to perform said work.

6. CHANGE ORDERS

- a. Additions, deletions, modifications, and substitutions regarding the aforementioned scope of work shall be specified in a change order submitted in writing by Service Company to Customer
- b. Change orders must be agreed to and signed by the Customer and Service company before additions, deletions, modifications, and substitutions may be implemented.

7. WARRANTIES

- a. Service Company provides limited warranties on work completed (see "ATTACHMENT C") under the scope covered by this Agreement

8. TERMINATION

- a. For Default: Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default.
 - i. If the defaulting party does not cure said breach within ten (10) days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other.
 - ii. In the event of such termination due to the Customer's uncured default, if applicable, the Customer shall be liable to pay 50% of the down payment (or 25% of the total project amount) for the purpose of reimbursing the purchase of any materials already purchased by the Service Company
 - iii. In the event of termination due to Service Company's uncured default, the Service Company shall be liable to the Customer for the full amount of the down payment, if already received.

9. MISCELLANEOUS PROVISIONS

- a. Parties Bound: This Contract is binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Contract.
- b. Legal Construction: In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- c. Prior Contracts Superseded: This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- d. Amendments: This Contract may be amended by the parties only by a written modification of the Contract.

10. INSURANCE AND INDEMNITY

- a. To the extent allowed by the law, the Customer agrees to indemnify, defend and hold harmless the Service Company, its respective agents, officers, servants, and employees, of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of actions whatsoever arising out of the Customer’s intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the Service Company agrees to indemnify, defend and hold harmless the Customer, its respective agents, officers, servants, and employees, of and from any and all costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of the Service Company’s intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants, and employees, relating to this Agreement.

11. SIGNATURES

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 17, 2021.

Customer

Logan County Commissioners
Attn: Byron Pelton, Chairman
315 Main Street
Sterling, CO 80751
(970) 522-0888

Printed Name _____

Signature_____

Date _____

Service Company

Nate Webb, Co-Owner
Blazen Illuminations
1437 N. Denver Avenue, #222
Loveland, CO 80538
800-980-4155 x 104
970.980.6725
Nate@blazenilluminations.com

Signature_____

Date _____

Logan County

Lighting the Western Facade // Logan County Courthouse

Blazen Illuminations will provide all of the necessary technical services and equipment to install an exterior, architectural lighting system on the western facade of the Logan County Courthouse in Logan County, Colorado. The new LED lighting system is designed to allow for adjusting color schemes using a computer controller. This can be done either on-site or remotely. The technology will enable our team to program the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

Assumptions

- ★ **Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed.** The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
- ★ **This installation will also require the on-site use of a high-reach lift.** Our team will arrange this with Logan County employee Chance Wright.

Pricing

The lighting equipment we propose is resilient, high-quality, and will match and integrate completely with the lighting system as it currently exists. Prior to installation, the Blazen Illuminations technical team would like to meet on-site with your team and inspect the western facade in greater depth.

Lighting the Western Facade // Logan County Courthouse

- ★ **Full-color (RGB) LED tape** (includes all hardware for mounting and wiring)
- ★ **Power supply boxes** (includes hardware and enclosures)
- ★ **DMX integration with current lighting system**
- + *Labor (assembly, installation, and programming)*
- + *Travel + Per Diem*

Total Cost \$52,900 *

** Updated August 11, 2021 to account for increased material costs post-pandemic*

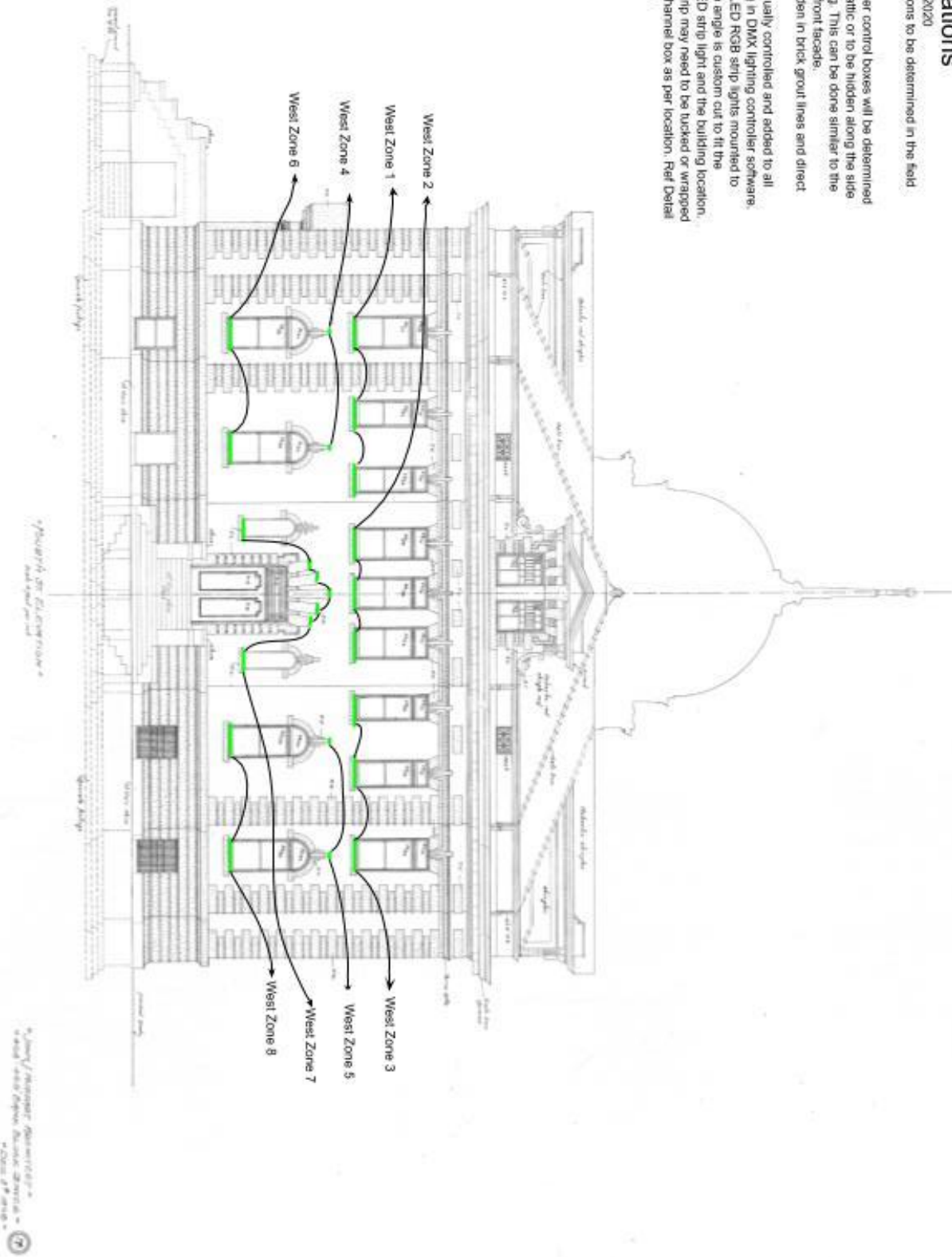


Blazen Illuminations

West Side Lighting Plan 3/9/2020

Actual locations and dimensions to be determined in the field

- Locations of the power control boxes will be determined based on access to attic or to be hidden along the side facade of the building. This can be done similar to the power boxes on the front facade.
- All cables will be hidden in brick, grout lines and direct routes are preferred.
- 8 Zones to be individually controlled and added to all current programming in DMX lighting controller software.
- All fixtures are 24v LED RGB strip lights mounted to aluminum angle. The angle is custom cut to fit the dimensions of the LED strip light and the building location.
- In some cases the strip may need to be tucked or wrapped inside of aluminum channel box as per location. Ref Detail Verify in Field (V.I.F.)



ATTACHMENT “C” // Warranties

WARRANTY STATEMENT

Workmanship Integration

Blazen Illuminations warrants against defects in material and workmanship in the mounting and the interconnection of permanently installed audio-visual, security and network equipment. This workmanship integration warranty is valid for 90 days. The warranty begins on the date listed on the Certificate of Substantial Completion. This warranty includes miscellaneous items that are required to complete the equipment installation, such as low voltage cabling and termination hardware. This integration warranty coverage is during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays.

Manufactured Equipment

All new equipment installed by Blazen Illuminations is warrantied under the manufacturer’s terms and conditions. No other equipment warranty is provided or implied with the installation. Manufacturers’ warranties generally do not cover the expense of removing, shipping or re-installing serviced equipment. Blazen Illuminations will cover these expenses associated only with new equipment during the 90 day workmanship integration warranty period. Warranty service provided by the manufacturer for parts and labor is typically performed at the manufacturer's facility. All warranty inquiries from the Customer will receive a return telephone call within 24 hours. On-site warranty service is conducted during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays

Exclusions

This warranty does not apply to any equipment whose interior or exterior has been damaged, defaced, tampered with or altered in any form at any time. Coverage will also be terminated when any equipment is subjected to misuse, abnormal service, handling or damage caused by natural phenomenon, such as: flooding, fire, lightning, tornado, earthquake, unstable atmospheric conditions, power surges, outages, or similar disturbances. Moving or tampering with wiring or connective hardware associated with the power supply, network connectivity, control, or equipment rack arrangement will also terminate warranty coverage. If any installed equipment is serviced by an entity other than Blazen Illuminations , it will not be covered by Blazen Illuminations’s warranty. This warranty does not cover consumable items such as batteries, lamps etc.; these are normal use items which are to be replaced by the customer as needed.

For the period shown below, equipment sold by Blazen Illuminations is warrantied to be free of operational defects.

Under this warranty, parts and labor necessary to repair equipment malfunctions *, shall be provided at no cost **

Warranty Period: 1 year
Dates Valid: October 1 2021 through September 30, 2022

Thank you again for allowing us to serve you!

** Equipment malfunction is defined as any malfunction that occurs during normal operation, as determined by Blazen Illuminations*

*** Warranty Labor is provided, subject to availability, Monday – Friday from 8:00am to 5:00 pm MDT. By requesting warranty service on Saturday, Sunday, Holidays, or weekdays from 5:01pm to 7:59 am MDT, the customer agrees to be billed at applicable overtime rates and agrees to pay the bill on or before the due date indicated on the invoice.*