



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, February 1, 2022 - 9:30 a.m.**

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

Approval of the Minutes of the January 18, 2022 meeting.

Acknowledge the receipt of the Sheriff's Fee report for the month of December 2021.

Acknowledge the receipt of the Veteran's Service Officer's Report and certification of pay form for the month of January, 2022.

Consideration of the approval of an application for renewal of a Fermented Malt Beverage License on behalf of PJ Marina, LLC.

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

The Board will open proposals for the purchase of one new tandem axle, heavy duty diesel conventional truck tractor chassis for use with a belly dump trailer.

The Board will open proposals for the purchase of one new tandem axle, heavy duty diesel dump truck.

Consideration of the approval of an agreement between Logan County and the Knights Home of Sterling to Extend the Contract entered into dated June 11, 2019 for the set up and operation of a Beer Garden at the Logan County fairgrounds during the 2019, 2020, 2021, 2022 and 2023, Logan County Fair.

Consideration of the approval of an agreement between Logan County and Kay's Life of the Party LLC for four (4) 20 x 30 commercial tents including set up and tear down of tents for the amount of \$5,000 each year from 2022-2026 and a Logan County Fair Platinum Sponsorship from 2022-2026.

Consideration of the approval of an agreement between Logan County and Rocky Mountain Derby Promotions to perform the duties of manager and consultant to promote and present a Demolition Derby for the Logan County Fair and Rodeo on Sunday, August 7, 2022.

Consideration of the approval of HVAC system maintenance agreements between Logan County and Diller Mechanical Services for the following locations:

- Logan County Courthouse - \$2,620.00,
- Logan County Central Services Building - \$2,638.00.

Consideration of the approval of an agreement between Logan County and Highline Electric Association and issuance of Right of Way Permit Number 2022-1 for use of the County Right of Way for a 4" poly pipe.

Consideration of the approval of Resolution 2022-10 imposing a temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.

Consideration of the approval of Resolution 2022-11 imposing a temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

#### **Other Business**

#### **Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, February 15, 2022, at 9:30 a.m. at the Logan County Courthouse.

#### **Executive Session as Needed**

#### **Adjournment**

January 18, 2022

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  
Commissioner  
Commissioner

Also present:

Alan Samber  
Pamela Bacon  
Rob Quint  
Jerry Casebolt  
Debbie Unrein  
Chance Wright  
Dave Conley  
Trae Miller  
Marilee Johnson

Logan County Attorney  
Logan County Clerk & Recorder  
Logan County Planning and Zoning  
Logan County EMS  
Logan County Finance  
Logan County Building and Grounds  
Logan County Lodging Tax Board  
Logan County Economic Development  
Tourist Information Center Director/County Public  
Information Officer  
Journal Advocate

Jeff Rice

Chairman Pelton called the meeting to order at 9:39 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the January 4, 2022 meeting.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of December, 2021.
- Acknowledge receipt of the Landfill Supervisor's cumulative reports for 2021.
- Acknowledge receipt of the Treasurer's Report for December, 2021.
- Acknowledge receipt of the Public Trustee's Quarterly Report for the Fourth Quarter, 2021.
- Acknowledge receipt of the Clerk and Recorder's Report for the month of December, 2021.
- Appointment of Janie Rasmussen as Queen Coordinator and Amanda Morgan as Assistant Queen Coordinator.

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

Chairman Pelton continued with Unfinished Business:

Commissioner McBride moved to award the bid for the purchase of two Utility Tractors to operate rotary mowers for Road and Bridge Department mowing procedures to Wickham Tractor Company in the amount of \$101,300.00. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to award the bid for the purchase of two extreme use single wing rotary mowers for Road and Bridge Department barrow pit mowing operations to Redlund Equipment in the amount of \$22,500 each for a total of \$45,000.00. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to deny the award of the bid for the replacement of Bridge LOG 93-60.5-243 crossing the South Platte River on Logan County Road 93 between State Highway 138 and I-76 east of Crook Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-4 approving the Re-subdivision and Replat of Lots 1, 2, and 3 Country Club Hills Subdivision Second Filing, located in Section 36, Township 8 North, Range 53 West of the 6<sup>th</sup> PM, Logan County, Colorado. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton continued with New Business:

The Board of Commissioners made the following appointments:

- Chairman of the Board – Byron Pelton
- Vice Chairman of the Board – Jane Bauder
- Administrative Officer to the Board of County Commissioners/Human Resources – Diana Korbe
- County Attorney – Alan Samber
- Attorney for Human Services Department – Kimberlee Keleher
- Budget Officer – Debbie Unrein
- Emergency Management Coordinator – Jerry Casebolt
- Veteran Service Officer - John Haynie
- Fair Manager – Guy McEndaffer
- Fair Admin. – Assistant Faith Blankenship
- Centennial Mental Health Board – Dave Long
- Northeast Colorado Health Department Board – Byron Pelton
- South Platte Regional Transportation Authority – Joe McBride and Jane Bauder
- Northeast Colorado Association of Local Governments – Primary: Byron Pelton
- Northeast Colorado Association of Local Governments – Alternate: Jane Bauder
- Board of Adjustment – Primary: Joe McBride
- Board of Adjustment – Alternate: Jane Bauder
- Logan County Economic Development Corporation – Joe McBride
- Logan County Lodging Tax Board – Byron Pelton
- Chamber of Commerce Board – Jane Bauder
- CCI Representative – Byron Pelton
- CTSI Worker's Compensation Pool Representative – Jane Bauder
- CTSI Casualty and Property Insurance Pool Representative – Joe McBride
- CTSI CCI County Health Pool – Primary: Diana Korbe
- CTSI CCI County Health Pool – Alternate: Jane Bauder
- Sterling Community Fund Board – Jane Bauder
- VALE Board – Joe McBride
- Official County Newspaper – Journal-Advocate



Commissioner Bauder moved to make the following appointments as stated. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton designated the Commissioner Office Bulletin Board in the Courthouse where notices of meetings and agendas will be posted for 2022 which is outside of the Commissioner Office.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board Project on behalf of Brochure Distribution in the amount of \$974.07. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2022-6 concerning the review of the sufficiency of the official bonds of the following county officers: County Commissioner, Clerk and Recorder, Registrar of Titles, Examiner of Titles, Sheriff, Coroner, Treasurer, Public Trustee, and Assessor. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-7 providing for the closure of the Logan County Justice Center Fund and the transfer of the remaining fund balance of \$859,877.07 to the Logan County Sales and Use Tax Capital Improvement Fund. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve the 2022 Logan County Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a letter of agreement between Logan County and Lauer Szabo and Associates, PC for the audit of the financial statements for the year ended December 31, 2021 and authorize the Chairman to sign. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2022-8 deferring county commissioner redistricting until 2023 as allowed by House Bill 21-1047. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-9 approving precinct boundaries for elections conducted in Logan County. Commissioner McBride seconded and the motion carried 3-0.


### **Other Business**

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, Lodging Tax Board and Logan County Fair Board Event Seating Position and Commercial Exhibits Position. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioner's Office or on the county website: [www.logancounty.colorado.gov](http://www.logancounty.colorado.gov). Applications are due by 5:00 p.m., January 28, 2022.

The next meeting will be scheduled for Tuesday, February 1, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:55 a.m.

Submitted by:

  
\_\_\_\_\_  
Logan County Clerk

Approved: February 1, 2022

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Byron Pelton, Chairman

Attest:

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

CIVIL PAYMENTS						
Dec-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/6/2021	866	CASH	2021-696	\$ 35.00	\$ 7.00	\$ 28.00
12/29/2021	867	26305	20221-723	\$ 40.00	\$ 15.00	\$ 25.00
				Total Owed to County		\$ 53.00

CIVIL PAYMENTS CREDIT CARDS					
Dec-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/3/2021		2021-695	\$ 35.00		\$ 35.00
12/6/2021		2021-691	\$ 80.00		\$ 80.00
12/13/2021		2021-704/705	\$ 45.00		\$ 45.00
12/13/2021		2021-703	\$ 40.00		\$ 40.00
12/17/2021		2021-709	\$ 49.00		\$ 49.00
12/17/2021		2021-713	\$ 40.00		\$ 40.00
12/21/2021		2021-720	\$ 40.00		\$ 40.00
12/28/2021		2021-726	\$ 35.00		\$ 35.00
12/30/2021		2021-721	\$ 40.00		\$ 40.00
12/30/2021		2021-717	\$ 35.00		\$ 35.00
				Total Owed to County	\$ 439.00

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS					
Dec-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
12/2/2021			\$ 108.00		\$ 108.00
12/3/2021			\$ 12.00		\$ 12.00
12/7/2021			\$ 13.50		\$ 13.50
12/21/2021			\$ 12.00		\$ 12.00
12/22/2021			\$ 12.00		\$ 12.00
12/29/2021			\$ 12.00		\$ 12.00
				Total Owed to County	\$ 169.50

CHP CREDIT CARDS			
Dec-21			
Date		Amount	Amount Owed to County
12/2/2021		\$ 63.00	\$ 63.00
12/8/2021		\$ 152.50	\$ 152.50
12/10/2021		\$ 63.00	\$ 63.00
12/13/2021		\$ 63.00	\$ 63.00
12/13/2021		\$ 63.00	\$ 63.00
12/15/2021		\$ 63.00	\$ 63.00
12/17/2021		\$ 63.00	\$ 63.00
12/17/2021		\$ 63.00	\$ 63.00
12/17/2021		\$ 152.50	\$ 152.50
12/20/2021		\$ 152.50	\$ 152.50
12/28/2021		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 1,051.00

CIVIL CHECKS \$ 53.00  
 CIVIL CREDIT CARDS \$ 439.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 169.50  
 CHP CREDIT CARDS \$ 1,051.00  
**TOTAL PAID TO GENERAL FUND \$ 1,712.50**  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 75.00

\*emailed to  
 Jennifer  
 01.26.2022  
 @9:20 AM (8)





Colorado Department of Military and Veterans Affairs  
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of Jan. 2022

Telephone Calls	from vets: 60 prof: 14 to vets: 59 about vets: 19	> total: 152
Appointments	office: 27 home: 20	> total: 47
Outreach	meetings: 14 events: 05	> total: 19
Total Served	emails to vets: 16 emails from vets: 20	> total: 36

Surveys Submitted	- 0 -	- 0 -
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**Certification by County Veterans Service Officer**

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- ☒ 34 hours per week or fewer  
☐ 35 hours per week or more

For the month of January, 2022 from Logan county.

Wayne  
Signature of County Veterans Service Officer

01/31/2022  
Date

**Certifications by County Commissioner or Designee**

- ☐ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.  
☐ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

\_\_\_\_\_  
County Commissioner or Designee of  
\_\_\_\_\_  
County  
\_\_\_\_\_  
Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month to:

Colorado Division of Veterans Affairs  
cdvainfo@dmva.state.co.us



**Submit to Local Licensing Authority**

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	312.50
Storage Permit \$100 X _____	\$ —
Sidewalk Service Area \$75.00	\$ —
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$ —
Related Facility - Campus Liquor Complex \$160.00 per facility	\$ —
<b>Amount Due/Paid</b>	<b>\$ 362.50</b>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <u>PJ MARINA, LLC</u>		Doing Business As Name (DBA) <u>PJ MARINA, LLC</u>		
Liquor License # <u>03-11192</u>	License Type <u>LIQUOR STORE COUNTY</u>	Sales Tax License Number <u>36734858-0000</u>	Expiration Date <u>12/31/2023</u>	Due Date <u>2/6/2022</u>
Business Address <u>24005 CO RD 330 STERLING, CO 80751</u>				Phone Number <u>(970) 466-2279</u>
Mailing Address <u>12427 CO RD 35 STERLING, CO 80751</u>			Email <u>JAMES.FIX@9MHILO.COM</u>	
Operating Manager <u>JAMES FIX</u>	Date of Birth <u>11/14/1963</u>	Home Address <u>12427 CO RD 35 STERLING CO 80751</u>		Phone Number <u>(970) 466-2279</u>

- Do you have legal possession of the premises at the street address above? ☐ Yes ☒ No  
 Are the premises owned or rented? ☐ Owned ☒ Rented\* \*If rented, expiration date of lease Sept 2023
- Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. ☐ Yes ☐ No
- Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) ☐ Yes ☒ No
- If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No
- Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No
- Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ Yes ☒ No
- Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ Yes ☒ No

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

JAMES P. FIX

Title

MANAGER

Signature

*James P. Fix*

Date

1/23/2022

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Date

Signature

Title

Attest





## REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase of

One (1) new tandem axle, heavy duty diesel conventional truck tractor chassis for use with a belly dump trailer.

Specifications follow.

Proposals must be submitted to the Commissioners' Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 5:00 p.m., January 31, 2022. Said proposals will be opened at 9:30 a.m. February 1, 2022, at the Logan County Courthouse.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO



## REQUEST FOR PROPOSALS

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One (1) new tandem axle, heavy duty diesel Dump Truck

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Proposals must be submitted to the Commissioners' Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 5:00 p.m., January 31, 2022. Said proposals will be opened at 9:30 a.m., February 1, 2022, at the Logan County Courthouse.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO



## AGREEMENT TO EXTEND CONTRACT

This Agreement is between KNIGHTS HOME OF STERLING, 421 South 11<sup>th</sup> Avenue, Sterling, Colorado, a Colorado non-profit corporation, and BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, 315 Main Street, Suite 2, Sterling, Colorado (the "Parties").

WHEREAS, the parties to this Agreement To Extend Contract entered into an Agreement dated June 11, 2019 for the set up and operation of a Beer Garden at the Logan County Fairgrounds during the 2019, 2020, 2021, 2022 and 2023 Logan County Fair ("the Contract"). The Contract, consisting of five (5) pages, is attached and insofar as it is not inconsistent with the terms of this agreement, is made a part of this Agreement.

WHEREAS, the set up and operation of the Beer Garden at the 2020 Logan County Fair was rendered impossible due to the ongoing COVID-19 pandemic and the associated governmental restrictions on social gatherings, which were deemed necessary to protect the public health, safety and welfare.

WHEREAS, the Parties remain desirous of fulfilling their respective obligations in the Contract for the duration of the five year term originally anticipated, and therefore agree to extend the Contract, under the same terms and conditions, to include the set up and operation of a Beer Garden at the 2024 Logan County Fair.

NOW, THEREFORE, the Parties hereto mutually agree as follows:


1. The obligations specified of the Parties in the Contract for the set up and operation of a Beer Garden at the 2019, 2020, 2021, 2022, and 2023 Logan County Fairs shall be extended to include the 2024 Logan County Fair, under identical terms and conditions.

Dated effective this \_\_\_\_ day of February, 2022.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

KNIGHTS HOME OF STERLING

\_\_\_\_\_  
Byron H. Pelton, Chairman

  
\_\_\_\_\_  
Donald Masin, Chairman

\_\_\_\_\_  
Joseph A. McBride

\_\_\_\_\_  
Jane E. Bauder

## AGREEMENT

THIS AGREEMENT is made effective this 11<sup>th</sup> day of June, 2019, by and between the LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado, hereinafter called LCFR, and Knights Home of Sterling, 421 S. 11<sup>th</sup> Avenue, Sterling, Colorado, a Colorado nonprofit corporation, hereinafter called, Knights.

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

WHEREAS, the Logan County Fairgrounds includes a Grandstand and Exhibit Center, which is used by the County and by other persons or entities for entertainment and other events during the Logan County Fair; and

WHEREAS, for the safety of the patrons, the Board of Logan County Commissioners desires to adopt this agreement regarding the sale and use of alcoholic beverages sold by the Knights at the Logan County Fairgrounds Grandstand, Exhibit Center and Pavilion (Beer Garden) during the 2019 Logan County Fair to be held August 1, 2019 through August 11, 2019, and the 2020, 2021, 2022 and 2023 Logan County Fairs, dates to be determined.

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ACCORDINGLY, the following mutually agreed conditions shall apply to the sale and use of alcoholic beverages during the Logan County Fair in the Grandstand, Exhibit Center and Beer Garden:

- A. Knights will sell alcoholic beverages only in full accordance with all statutes, rules and regulations of the State of Colorado (as stipulated in the Special Events permit issued), as well as these Logan County imposed conditions.
- B. Knights will obtain a Special Events permit to be used for the LCFR at the expense of Knights.
- C. The Fire Marshal shall set occupancy limits for any events or premises at which alcoholic beverages will be sold.
- D. No minors are to be allowed access to the beer garden (defined as the fenced area and Pavilion immediately south of the Grandstands) after 7:00 p.m. Minors may be present prior to 7:00 p.m. only if accompanied by one or more of their parents or guardians.
- E. Knights shall provide a minimum of eight (8) people in the beer garden prior to 7:00 p.m. and after 7:00 p.m., sixteen (16) people will be provided. After 7:00 p.m., the entry gates will also be monitored by four (4) additional people on the slower traffic nights and up to forty two (42) people working in the fenced area south of the grandstands on busier heavy traffic nights. Last call will be 11:30 p.m. and the beer garden will be empty of



patrons by 12:00 o'clock midnight. Knights shall also post two people at each Grandstand entrance, no later than five minutes prior to the conclusion of all Grandstand events where alcoholic beverages are sold and until all event attendees have exited, to monitor persons exiting and prevent them from removing any alcoholic beverages purchased in the beer garden for consumption in the Grandstand. All persons working in the beer garden or serving alcoholic beverages at other locations shall be at least twenty-one (21) years of age.

- F. Knights will not sell alcoholic beverages, at any time, to any person who is visibly intoxicated or is under the legal age twenty-one (21). Representatives of the Knights will participate in training on identification checking procedures, presented by Pioneer Distributing prior to the Fair.
  - G. No person or employee of Knights who will be selling alcoholic beverages shall consume the same while on duty.
  - H. Patrons are allowed to bring their own food into the beer garden, but no drinking containers may be brought into or taken out of the beer garden. Knights must also provide a non-alcoholic beverage for their patrons. All cups used in the beer garden will be an off brand, not otherwise readily available to the public while on the fairgrounds.
- 
- I. Alcoholic beverages shall be sold only in the designated areas. These are limited to: the fenced area located on the south end of the grandstands and within the Pavilion structure, (the "beer garden"); on the north side of the arena during heavy traffic nights (water, soft drinks, beer, hard beers, and Mike's Hard in various flavors). In addition, a van selling the same beverages as above may be set up in the area east of the grandstand arena, behind the chutes, during PRCA rodeo events, in a mutually determined area south of the Event Center during the county roping event, in mutually determined areas on the north and south sides of the Grandstand arena during the Night Show concert, and in a mutually determined area on the south side of the Grandstand arena during the Tuesday night bull riding event.
  - J. All alcoholic beverages sold in any area will be sold in plastic cups, aluminum cans or pre-packaged plastic bottles. A combination of beverages that may contain all or some of the following will be offered: Various flavors of beer, various flavors of Mike's Hard beverages, various flavors of Hard Beers, water, various flavored waters, and various soft drinks. Prices and cup size for the 2019, 2020, 2021, 2022, and 2023 Logan County Fairs will be determined by the Knights and the LCFR and will be reviewed annually.
  - K. No food will be sold by Knights unless approved in advance of the Fair by the Fair Manager, Commercial Exhibitor Chairperson, or the Board of County Commissioners.

- L. Heavy traffic events will include up to six-tap keg vans staffed by a minimum of sixteen (16) workers on the north side of the arena and seven (7) on the south side of the arena, and as otherwise permitted in paragraph I, above.
- M. Knights will provide suitable seating and service tables for fourteen tap-handle serving areas for the beer garden, and shall be solely responsible for the rental cost, if any.
- N. In consideration of this agreement, Knights agree to purchase and install roll up doors or other suitable barriers and donate same to LCFR for installation on the west side of the Beer Pavilion. Knights shall purchase and pay the actual cost for these improvements annually, in an amount not to exceed One Thousand Dollars (\$1,000.00) per year for five consecutive years commencing in 2019. Installation shall occur under the supervision of LCFR. In addition, Knights agree to pay LCFR a guaranteed fixed sum of Twelve Thousand Dollars (\$12,000.00) per year for years 2019, 2020, 2021, 2022, and 2023. This amount shall be paid to LCFR annually within twenty (20) days following the conclusion of each applicable Logan County Fair.
- O. Knights shall obtain a policy and furnish a certificate of insurance naming Logan County as additional insured for comprehensive general liability, in the amounts set forth below, at the expense of Knights and no less than thirty (30) days prior to the 2019, 2020, 2021, 2022 and 2023 Logan County Fairs. Work shall not commence under this Agreement until Knights has submitted to LCFR and received approval of, a certificate of insurance showing compliance with the following minimum types and coverage of insurance:

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, property damage and personal injury.

Combined Single Limit for Each Occurrence \$ 1,000,000

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

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

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Knights.

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



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

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

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

- P. No beverages will be given away or consumed by anyone free of charge or without payment being made at the time the beverages are sold. Beverage sales will begin daily at 4:00 p.m. and continue until last call at 11:30 p.m. and closing at 12:00 o'clock midnight.
- Q. The Board of Logan County Commissioners or the Logan County Sheriff may suspend or terminate the sales of alcoholic beverages in the beer garden or in other locations without notice and without further obligation of either Knights or the LCFR.
- R. This is a FIVE year Agreement applicable only to the 2019, 2020, 2021, 2022 and 2023 Logan County Fair and Rodeo.
- S. Knights will supply identification wristbands at its own expense for all alcoholic beverage sales for the duration of the 2019, 2020, 2021, 2022 and 2023 Logan County Fairs.
- T. LCFR will provide the Sheriff's Posse or other law enforcement officers for security at the beer garden, at no cost to the Knights. At a minimum, this will consist of two Posse members or other law enforcement officers stationed within 100 feet of the perimeter of the beer garden from 7:00 P.M. until 10:00 P.M., and three Posse members or other law enforcement officers within 100 feet of the perimeter of the beer garden from 10:00 P.M. until closing at midnight, each night. Two officers will walk through the Beer Garden every 2 hours, approximately from 7:00 p.m. until 12:00 midnight. Representatives of the Knights and LCFR, and Sheriff's Posse representatives, will meet no later than one week prior to the opening of the 2019, 2020, 2021, 2022 and 2023 Logan County Fair to develop a mutually acceptable security action plan.
- U. In the event County Roping events are moved inside, a beer van will be allowed to move to a mutually determined location on the lot south of the Event Center for selling of any of the beverages permitted by this agreement.

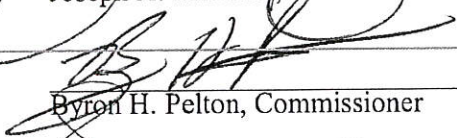
- V. Music shall not be allowed in the beer garden at any time during the performance of any events attended by persons seated in the Grandstands.

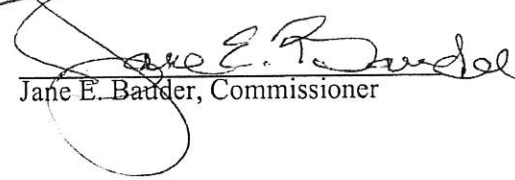
IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year set forth above.

THE BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

LOGAN COUNTY FAIR & RODEO

  
Joseph A. McBride, Chairman

  
Byron H. Pelton, Commissioner

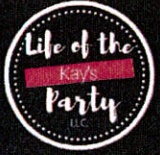
  
Jane E. Baader, Commissioner

KNIGHTS HOME OF STERLING

  
Name

  
Title



**Brian and Kayleigh Fisher, Owners**1132 Glenora St.  
Sterling, CO 80751

970-630-0997

lifeofthepartysterling@gmail.com

www.lifeofthepartysterling.com

By signing below the renter is accepting the following terms and conditions for rental equipment provided by Kay's Life of the Party LLC and has been provided full disclosure:

\_\_\_\_ **LOGAN COUNTY FAIR** \_\_\_\_\_ (event)

DELIVERY @ **SUNDAY, JULY 31, 2022 @ 1:30-2:30 PM**

PICKUP @ **MONDAY, AUGUST 7 @ 10-11 AM**

**THIS CONTRACT SHALL BE FOR SUNDAY PRIOR TO FAIR UNTIL MONDAY AFTER FAIR FROM 2022-2026.**

Equipment will be delivered to **LOGAN COUNTY FAIRGROUNDS** (physical address)

ITEM	QUANTITY	PRICE PER ITEM	ITEM	QUANTITY	PRICE PER ITEM
63" round table			10 x 10 tent		
8' rectangle table			10 x 20 tent		
2' x 4' table			20 x 30 tent	<b>4</b>	
31" cocktail table			40 x 40 tent		
White, plastic chair			40 x 60 tent		
Dance floor			Tent flooring		
Serving chafer with fuel (4 or 8 quart)			48' string Edison lights		
Linens			Lectern/Podium		
Propane Patio Heater					

-Kay's Life of the Party LLC will provide 2 sections of commercial tents. One equivalent to 20x60 and another section of tent equivalent to 20x60. No sidewalls.

-Logan County will provide all cement blocking for tents (32 - 2x4 cement blocks).

-Logan County will provide equipment and manpower to move all cement blocking for tents.

-Kay's Life of the Party LLC is responsible for set up and tear down of the tents.

-Logan County will pay Kay's Life of the Party LLC \$5,000 each year from 2022-2026 in cash/check/card totaling \$25,000.

-Logan County will recognize Kay's Life of the Party LLC as a Logan County Fair Platinum Sponsor, from 2022-2026, providing all of the recognition and benefits incident to such county fair sponsorship – an equivalent value of \$25,000 (\$5,000 per year).

Person receiving & Phone number (feel free to add another person) Chance Wright 970-520-9919

**Total - first payment of \$5,000 & \$5,000 sponsorship package due July 31, 2022**

Deposit due \$ WAIVED

Renter's Signature \_\_\_\_\_

Date \_\_\_\_\_

Kay's Life of the Party LLC Brian Fisher

Date 7/20/2022



### Terms & Conditions

1. A deposit of **50% of full rental price** is required to hold rental items and event date. Deposit will be applied to final bill and balance will be due upon delivery. The date and rental items are **not reserved** until deposit and signed rental agreement are submitted to and received by Kay's Life of the Party LLC.
  2. **DUE TO COVID-19:** Cancellation of any item within 48 hours of scheduled delivery or pick up will result in forfeiture of deposit. **Cancellation of entire order must be done 15 days prior to event date (EXCEPT DUE TO NEW STATE/COUNTY/CITY ORDERS)** or a cancellation fee of 25% of deposit will be forfeited. Refund requests must be made in writing, and will be responded to promptly by management. If equipment is ordered and delivered but not used, no refund will be approved. **WHILE KAY'S LIFE OF THE PARTY LLC SUPPLIES SANITIZING EQUIPMENT FOR THE SAFETY OF OUR CLIENTS, WITH ANY SOCIAL GATHERING THERE ARE INHERENT RISKS OF SPREADING INFECTIONS AND VIRUSES. CLIENTS ASSUME ALL RISKS AND ARE RESPONSIBLE FOR CHECKING WITH LOCAL GOVERNMENTS FOR ANY VARIANCES NEEDED.**
  3. Invoice is to be paid in full prior to or at time of customer pick-up or Kay's Life of the Party LLC delivery.
  4. Renter takes full responsibility for proper set up of tables to ensure proper leg locking for full stability.
  5. Owner and renter agree that the current value of the equipment is \$ 115 per table, \$ 35 per chair, \$ \_\_\_\_\_ per dinnerware, \$ \_\_\_\_\_ per table linen.
  6. The renter agrees that Kay's Life of the Party LLC holds no liability for any damage or injury caused by the use of rental items to renter or any third party. The renter assumes all risk of personal property damage or personal injury and if any accident involving Kay's Life of the Party LLC's rental items has occurred while it is in renter's possession, renter shall make Kay's Life of the Party LLC aware by written statement of details of occurrence of event including police report. Renter acknowledges that use of the equipment creates some risk of personal injury to renter and third parties, as well as a risk of damage to property, and renter EXPRESSLY ASSUMES THAT RISK. Renter will hold Owner harmless from and against any injury or damage claims arising from renter's use of equipment.
  7. All chairs and tables must be returned clean. All food service items must be left for pick up or returned wiped free of food. A \$100 fee will be charged if items are not left in this condition.
  8. A **late fee of \$40/hour** but not exceeding \$200 will be assessed if items are delayed for pickup or not returned at specified time.
  9. **Tents are weather permitting!** This will be at the sole discretion of Kay's Life of the Party LLC. If strong winds or storms make erecting the tents unsafe in any way, Kay's Life of the Party LLC may decide to not erect it or remove the tent if it is already erected. All money paid for the tents will be refunded.
  10. **Tents are NOT shelter!** In severe weather, please do not try to shelter in the tent. While these are commercial tents rated for our Colorado/Nebraska weather, they are not designed to protect you during inclement weather.
  11. Renter will not be responsible or liable for damage to tents from any cause. Kay's Life of the Party LLC will monitor weather conditions at all times and temporarily disassemble tents when and if adverse weather poses a risk of harm to the tents.
- 
-



## Tent Information

PLEASE READ CAREFULLY AND COMPLETELY

PLEASE FILL OUT IN ITS ENTIRETY

The tent will be set-up in what type of soil? \_\_\_\_\_ asphalt / cement blocking \_\_\_\_\_

Would you like sidewalls? \_\_\_\_\_ no \_\_\_\_\_

Would you like tent flooring (extra charges apply)? \_\_\_\_\_ no \_\_\_\_\_

Any other special requests or things to be aware of? \_\_\_\_\_

---

All utility lines must be located prior to the event and clearly marked for set-up. Please call 811 and have this done. This is a free service. Call and schedule your locate as early as possible.

These are large commercial tents and require at least an hour and a half set-up time. Please keep this in mind when scheduling, and wait until tent is completely erect before trying to decorate, hang lights, or move tables and chairs under the tent.

The tent price includes set-up and tear-down of the TENT ONLY. Any tables and chairs are the clients' responsibility to set-up, wipe down, and reload.

Tent lights are NOT included. We do offer Edison-style string lights for a separate, reasonable rental charge. It is the clients' responsibility to hang any lights and to take them down prior to Kay's Life of the Party LLC arriving to take down the tent.

## **AGREEMENT FOR SERVICE**

THIS AGREEMENT is made this \_\_\_\_ day of February, 2022, by and between the LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado, hereinafter called "LCFR," and ROCKY MOUNTAIN DERBY PROMOTIONS, P.O. Box 154, Berthoud, Colorado, 80513, hereinafter called "Promoter."

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

WHEREAS, Promoter shall perform the duties of manager and consultant for LCFR to successfully promote and present a Demolition Derby for the LOGAN COUNTY FAIR & RODEO at Logan County Fairgrounds, Sterling Colorado, on Sunday, August 7, 2022 at 5:30 p.m. (the "Event"), as more specifically set forth in Section I.

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

### **SECTION I - SERVICE OF PROMOTER**

- A. Promoter agrees to make all arrangements for the recruitment and registration of participants for the Event. Promoter will require that all event participants pay an entry fee of \$50.00, purchase all necessary pit passes for \$20.00 each, and pass a vehicle safety inspection.
- B. Promoter will determine and provide the racing format, the scheduling of heats, the judging and scoring, the timing of heats, and entertainment between heats, subject to approval by the LCFR.
- C. Promoter will provide all judges and make appropriate provisions for any other clerical crew personnel needed for the Event, all at the sole expense of Promoter.
- D. Promoter shall be responsible for recruiting and soliciting Event participants at its sole cost.
- E. Promoter shall be responsible for coordinating the Event schedule and shall report all problems or concerns with the LCFR Demolition Derby Committee Chairman.
- F. Promoter shall provide and assign duties and responsibilities to a sufficient number of unpaid volunteers to help with staging the Event.
- G. Promoter shall determine the winner(s) of each heat, and the Event, and shall provide the LCFR with a list of winners. Promoter shall provide appropriate trophies to event winners at its sole cost, and shall disburse purse moneys to event winners using funds provided by LCFR as indicated in section II., H., below.
- H. Prior to the Event, Promoter shall determine the categories of winners entitled to receive purse monies, and the amounts that will be awarded to such winners, subject to approval by the LCFR Demolition Derby Committee Chairman.

- I. Promoter shall provide the LCFR with all monies collected for the Event by the conclusion of the Event, on August 7, 2022. Payment of all monies collected must be made to the LCFR no later than the night of the event.
- J. Promoter shall at its own cost provide an Announcer for the Event and the necessary amplifier and sound equipment for the Announcer, as well as incidental equipment and supplies, such as supply flags, stop watches, radios and other materials necessary for the Event.

## **SECTION II - RESPONSIBILITY OF THE LCFR**

- A. LCFR shall provide information as necessary or requested by Promoter to enable Promoter's performance under this Agreement.
- B. LCFR shall promptly notify Promoter in writing whenever the LCFR becomes aware of unsatisfactory performance of services.
- C. LCFR agrees to provide Promoter with the use of the Grandstand Arena at the Logan County Fairgrounds for the presentation of the Event. Location shall be clear of brush, trash, and other objectionable matter so as to be in a condition that the Event may be safely and conveniently set up.
- D. LCFR shall provide the following site functions and physical services, and associated personnel, as reasonably required during the Event: Ambulance, fire truck, road grader, and water truck.
- E. LCFR shall provide wreckers, front end loaders, and a road grader, and personnel to operate same, for removal of disabled cars from the arena after each heat and after the Event is concluded, and to groom the arena floor as reasonably required before the Event and between Event heats. LCFR shall not load damaged vehicles onto trailers or other vehicles for removal from the Logan County Fairgrounds.
- F. LCFR shall provide security for the Event.
- G. LCFR shall advertise the Event to the public.
- H. LCFR shall pay purse moneys to Promoter, in an amount determined by mutual agreement of Promoter and the LCFR, in one lump sum in the form of one LCFR check issued to Promoter at least seven (7) days prior to the Event, to be disbursed by Promoter to event winners the night of the Event in the form of separate checks issued by Promoter.
- I. LCFR shall provide personnel for conducting general admission ticket sales for the Event, collected at a price determined solely by the LCFR.
- J. LCFR shall provide tickets and pit passes.

## **SECTION III - TERM**

This agreement applies to the preparation for and presentation of the Demolition Derby to be conducted



on August 7, 2022 at the 2022 Logan County Fair, and at each successive Logan County Fair if this agreement renews. Provided that Promoter fully complies with all material obligations under this agreement each year and performs the agreement to the sole satisfaction of LCFR, this Agreement shall automatically renew annually for successive annual Events, on dates to be determined, one occurring during the 2023 Logan County Fair and one occurring during the 2024 Logan County Fair. Written notice setting forth each successive Event and the associated dates and times for performance shall be provided by LCFR to Promoter within a reasonable amount of time after the dates for each ensuing county fair are determined, but no later than December 15 annually. As required by law, LCFR's obligation to perform this agreement as to any successive Event is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further obligation or liability of either party.

#### **SECTION IV - PAYMENT AND FEE SCHEDULE**

It is understood and agreed by the parties hereto, that the LCFR shall pay Promoter for services furnished, and that Promoter shall accept as full payment for the services furnished, an amount equal to Ten Thousand Eight Hundred Dollars (\$10,800.00) per Event. Payment for services furnished shall be as follows:

A. Deposit

The LCFR shall pay Promoter a non-refundable advance in the amount of Two Thousand Dollars (\$2,000.00) upon execution of this Agreement, and Two Thousand Dollars (\$2,000.00) no later than February 28 in each successive year that this Agreement renews as provided in Section III.

B. Event

The LCFR shall pay Promoter on the night of the Event the sum of Eight Thousand Eight Hundred Dollars (\$8,800.00).

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

#### **SECTION V - INDEPENDENT CONTRACTOR**

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

#### **SECTION VI - INDEMNIFICATION**

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

## SECTION VII - INSURANCE

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

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

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

Worker's Compensation Insurance: As Required by Colorado Statutes

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

- A. Underwriters shall have no right of recovery or subrogation against the LCFR, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Rocky Mountain Derby Promotions.
- B. The insurance companies issuing the policy or policies shall have no recourse against the LCFR for payment of any premiums due or for any assessments under any form of any policy.
- C. Any and all deductibles contained in any insurance policy shall be assumed by and paid at the sole expense of Promoter.

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

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

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

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



## SECTION VIII - TERMINATION FOR CAUSE

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

## SECTION IX - MUTUAL UNDERSTANDINGS

### A. Assignability

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

### B. Waiver

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

### C. Force Majeure

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

### D. Notice

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

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

Rocky Mountain Derby Promotions  
P.O. Box 154  
Berthoud, CO 80513  
Attn: Trent Lutz, President



E. Integration of Understanding

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

F. Severability

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

G. Authorization

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

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

LOGAN COUNTY FAIR & RODEO

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

ROCKY MOUNTAIN DERBY PROMOTIONS

By: \_\_\_\_\_

Name: Trent Lutz

Title: President

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

By: \_\_\_\_\_

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

Title: Secretary/Treasurer

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

F. SEVERABILITY

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

G. Authorization

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

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

LOGAN COUNTY FAIR & RODEO

ROCKY MOUNTAIN DERBY PROMOTIONS

By: \_\_\_\_\_

By:  \_\_\_\_\_

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

Name: Trent Lutz

Title: \_\_\_\_\_

Title: President

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

Date: 01-22-2022

By: \_\_\_\_\_

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

Title: Secretary/Treasurer

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



Diller Mechanical Services, LLC  
9250 Bruin Blvd. STE F/G  
Frederick, CO 80504  
Main: 720-438-7243

<b>Proposal for:</b> Logan County Court House Annex	
<b>Contact:</b> Chance Wright	<b>Proposal Created by:</b> Nate Diller
<b>Company:</b> Logan County	<b>Phone:</b> 970-397-8362
<b>Address:</b> 315 Main St.	<b>Email:</b> <a href="mailto:natediller@dillermechanical.com">natediller@dillermechanical.com</a>
<b>City, State Zip:</b> Sterling, CO 80751	<b>Service Dispatch:</b> 720-438-7243
<b>Phone:</b> 970-520-9919	<b>HVACservice@</b> <a href="mailto:dillermechanical.com">dillermechanical.com</a>
<b>Building Address:</b> 315 Main St. Sterling, CO 80751 <b>Boiler, Cooling Tower, Pumps &amp; (4) Rotunda/Attic Heat Pumps</b>	
<b>Date:</b> 9/30/2021	
<b>Contract Amount:</b> <span style="border: 1px solid black; padding: 2px;">\$2,620.00</span>	<b>PM #:</b> 1091-K

This agreement is between Diller Mechanical Services and Logan County.  
Contract begins January 1, 2022 and terminates December 31, 2022.  
The value of this agreement is \$2,620.00.

The terms of payment are: Quarterly Payments

The **Service Task Summary** page and the material list that follow reflect all of the equipment, hours and parts required to maintain your equipment. Clarifications and exceptions are noted in the Notes and Comments page. In most cases, Diller Mechanical Services schedules bi-annual preventive maintenance visits into our service contracts. Visiting the clients building(s) equipment every six months provides proper maintenance coverage to allow DMS to catch developing problems before they become costly repairs. We target a specific month in which to perform each of our two maintenance visits included in our 12-month contract. Diller Mechanical Services reserves the right to perform visits up to 1 month before/after the date shown in the Summary Page. Service visits can be performed sooner than originally scheduled if necessary due to emerging service problems or scheduling conflicts with a process. Our goal is to provide timely maintenance to ensure the efficient operation of the customer's equipment at the lowest possible cost. Please review this proposal carefully. We wish to provide you and your facility with the highest quality service, repairs and maintenance.

Our response time is dependent on the urgency level of your service call. An *Emergency* call is for repairs on mission critical equipment. Mission critical equipment includes, but is not limited to, computer room A/C equipment or equipment that supports critical process equipment. An example of an *Urgent* service call would be an area that is either too hot or too cold. Scheduled preventive maintenance is considered a *Routine* call. Our response times are as follows.

**Emergency:** DMS will respond within 2.5 hours

**Urgent:** DMS will respond the same day the service call was made.

**Routine:** DMS will be at your facility as soon as our normal schedule will allow

**Termination:** Client and Contractor shall have the right to terminate this Agreement at any time upon giving at least sixty (60) days written notice of its intention to exercise its right of termination. DMS reserves the right to review final invoice and adjust accordingly to cover all expenses including labor, material, and any reasonable expenses incurred related to this maintenance contract.

**Payment Terms:** Net 30 from billing invoice date. A late payment charge of 1.5% per month (18% annually) will be assessed if payment is not received within 60 days of the invoice date. This applies to both maintenance and repair invoices

Our goal is to provide timely maintenance which ensures optimal, efficient operation of your equipment.  
Thank you,  
Diller Mechanical Services, LLC

January 24th, 2022

Signature

Date

Diller Mechanical Services, LLC

Signature

Date

Logan County Representative





PROFESSIONAL PERFORMANCE AT ALL LEVELS

315 Main St. Sterling, CO 80751  
9/30/21  
1091-K

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	2,206.75
<i>Preventive Maintenance Material Cost Per Year</i>	\$	413.66
<i>Tax</i>	\$	-
<b>TOTAL CONTRACT AMOUNT</b>	\$	2,620.00
<i>Semi-Annual Payment</i>	\$	1,310.00



PROFESSIONAL PERFORMANCE AT ALL LEVELS

## Service Task Summary Equipment List/Schedule

Building: 315 Main St. Sterling, CO 80751

Date: 9/30/2021

PM #: 1091-K

Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit	Winter	Spring May-22	Summer	Fall Nov-22
49	Large Attic Heat Pump-1 McQuay	Mid Season Seasonal	- 1.00	- 1.00		X	1.00	X 1.00
50	Rotunda Heat Pump-1 McQuay	Mid Season Seasonal	- 1.00	- 1.00		X	1.00	X 1.00
51	Rotunda Heat Pump-2 McQuay	Mid Season Seasonal	- 1.00	- 1.00		X	1.00	X 1.00
52	Attic Storage Heat Pump-1 McQuay	Mid Season Seasonal	- 1.00	- 1.00		X	1.00	X 1.00
53	Boiler-1	Mid Season Seasonal	- 2.00	- 2.00		X	2.00	X 2.00
54	Cooling Tower-1	Mid Season Seasonal	- 3.00	- 3.00		X	3.00	X 3.00
55	Circulating Pumps	Mid Season Seasonal	- 1.00	- 1.00		X	1.00	X 1.00
Total Hours for quarterly maintenance			20.00	20.00			10.00	10.00
Set Up, Report/Communication, & Travel Time per year			5.00	5.00				
Total PM Hours			25.00	25.00				
Condenser Cleaning Time			-	-				



315 Main St. Sterling, CO 80751  
PREVENTIVE MAINTENANCE MATERIAL LIST  
PM#: 1091-K  
Date: 9/30/2021

EQUIPMENT	MATERIAL DESCRIPTION	CHANGES PER YEAR	QUANTITY PER CHANGE	ANNUAL QUANTITY
Boiler	Combustion Analyzer	1	1	1
Consumables	Grease, Rags	1	1	1





315 Main St. Sterling, CO 80751

PM#: 1091-K

Date: 9/30/2021

## COMMENTS / NOTES / REVISIONS:

1. This maintenance proposal covers a check of equipment/components for proper operation 2 times per year on equipment listed on the "Service Task Summary, Equipment list, and Schedule" page.
2. DMS can modify this proposal to work with your budget, process and schedule. We can decrease/increase visits per year or number of checks performed per piece of equipment per visit.
3. This maintenance proposal does not cover part replacement, diagnosing of equipment failures or labor associated with such work. All such work will be at the T&M Contract Labor Rate plus material/parts and consumables charge.
4. **Payment Terms:** Net 30 from billing invoice date. A late payment charge of 1.5% per month (18% annually) will be assessed if payment is not received within 60 days of the invoice date. This applies to both maintenance and repair invoices.



315 Main St. Sterling, CO 80751

PM#: 1091-K

Date: 9/30/2021

## **Standard Time and Material Rates for PM Customers**

\$104.00 per hour plus materials

## **Overtime Time and Material Rates for PM Customers**

\$156.00 per hour plus materials

## **Standard Rates (non-contract customers)**

\$116.00 per hour plus materials

## **Overtime Rates (non-contract customers)**

\$174.00 per hour plus materials

## **Holiday Rates**

\$208.00 per hour for contract customers

\$232.00 per hour for non-contract customers

## **Standard Rates Hours of Operation**

8:00 am to 4:30 pm Monday through Friday

All other times are considered overtime.

## **Normal Business Hours Service & Emergencies**

Call 720-438-7243 or email: [HVACservice@dillermechanical.com](mailto:HVACservice@dillermechanical.com)

## **After Hours/Weekend Service & Emergencies**

Call 303-775-8672

**Time and Material Labor Rates are adjusted Jan. 1<sup>st</sup> of every year and or as needed based on economic conditions.**



Diller Mechanical Services, LLC  
9250 Bruin Blvd. STE F/G  
Frederick, CO 80504  
Main: 720-438-7243

<b>Proposal for:</b> Logan County Central Services Bldg.	
<b>Contact:</b> Chance Wright	<b>Proposal Created by:</b> Nate Diller
<b>Company:</b> Logan County	<b>Phone:</b> 970-397-8362
<b>Address:</b> 315 Main St.	<b>Email:</b> <a href="mailto:natediller@dillermechanical.com">natediller@dillermechanical.com</a>
<b>City, State Zip:</b> Sterling, CO 80751	<b>Service Dispatch:</b> 720-438-7243
<b>Phone:</b> 970-520-9919	<a href="mailto:HVACservice@dillermechanical.com">HVACservice@dillermechanical.com</a>
<b>Building Address:</b> Central Services Bldg. 508 S. 10th Ave. Sterling, CO	
<b>Date:</b> 9/29/2021	
<b>Contract Amount:</b> <span style="border: 1px solid black; padding: 2px;">\$2,638.00</span>	<b>PM #:</b> 1155-J

This agreement is between Diller Mechanical Services and Logan County.  
Contract begins January 1, 2022 and terminates December 31, 2022.  
The value of this agreement is \$2,638.00.

The terms of payment are: Quarterly payments

The **Service Task Summary** page and the material list that follow reflect all of the equipment, hours and parts required to maintain your equipment. Clarifications and exceptions are noted in the Notes and Comments page. In most cases, Diller Mechanical Services schedules bi-annual preventive maintenance visits into our service contracts. Visiting the clients building(s) equipment every six months provides proper maintenance coverage to allow DMS to catch developing problems before they become costly repairs. We target a specific month in which to perform each of our two maintenance visits included in our 12-month contract. Diller Mechanical Services reserves the right to perform visits up to 1 month before/after the date shown in the Summary Page. Service visits can be performed sooner than originally scheduled if necessary due to emerging service problems or scheduling conflicts with a process. Our goal is to provide timely maintenance to ensure the efficient operation of the customer's equipment at the lowest possible cost. Please review this proposal carefully. We wish to provide you and your facility with the highest quality service, repairs and maintenance.

Our response time is dependent on the urgency level of your service call. An *Emergency* call is for repairs on mission critical equipment. Mission critical equipment includes, but is not limited to, computer room A/C equipment or equipment that supports critical process equipment. An example of an *Urgent* service call would be an area that is either too hot or too cold. Scheduled preventive maintenance is considered a *Routine* call. Our response times are as follows.

**Emergency:** DMS will respond within 2.5 hours

**Urgent:** DMS will respond the same day the service call was made.

**Routine:** DMS will be at your facility as soon as our normal schedule will allow

**Termination:** Client and Contractor shall have the right to terminate this Agreement at any time upon giving at least sixty (60) days written notice of its intention to exercise its right of termination. DMS reserves the right to review final invoice and adjust accordingly to cover all expenses including labor, material, and any reasonable expenses incurred related to this maintenance contract.

**Payment Terms:** Net 30 from billing invoice date. A late payment charge of 1.5% per month (18% annually) will be assessed if payment is not received within 60 days of the invoice date. This applies to both maintenance and repair invoices.

Our goal is to provide timely maintenance which ensures optimal, efficient operation of your equipment.

Thank you,  
Diller Mechanical Services, LLC

January 24th, 2022

Diller Mechanical Services Signature

Date

Logan County Signature

Date





Central Services Bldg. 508 S. 10th Ave. Sterling, CO  
9/29/21  
1155-J

<i>Preventive Maintenance Labor Expense Per Year</i>	\$ 2,196.25
<i>Preventive Maintenance Material Cost Per Year</i>	\$ 442.02
<i>Tax</i>	\$ -
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$ 2,638.00</b>
<i>Payment per quarter</i>	\$ 659.00





PROFESSIONAL PERFORMANCE AT ALL LEVELS

# Service Task Summary Equipment List/Schedule

Building: Central Services Bldg. 508 S. 10th Ave. Sterling, CO

Date: 9/29/2021

PM #: 1155-J

Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit	Heating	Cooling	Heating
					May-22	Oct-22	
1	RTU-1	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
2	RTU-2	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
3	RTU-3	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
4	RTU-4	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
5	RTU-5	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
6	RTU-6	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
7	RTU-7	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
8	RTU-8	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
9	RTU-9	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
10	RTU-10	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
11	RTU-11	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
12	RTU-12	Mid Season	-	-			
		Seasonal	0.75	1.00	X	1.00	X 0.75
Total Hours for quarterly maintenance			21.00				
Set Up, Report/Communication, & Travel Time per year			4.00				
Total PM Hours			25.00				
Condenser Cleaning Time			-				



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Central Services Bldg. 508 S. 10th Ave. Sterling, CO  
PREVENTIVE MAINTENANCE MATERIAL LIST

PM#: 1155-J  
Date: 9/29/2021

EQUIPMENT	MATERIAL DESCRIPTION	CHANGES		QUANTITY		ANNUAL	
		PER YEAR		PER CHANGE		QUANTITY	
Consumables	Rags/Grease/Nitrogen/PPE	1		1		1	
Accommodations	Hotel	1		1		1	





Central Services Bldg. 508 S. 10th Ave. Sterling, CO

PM#: 1155-J

Date: 9/29/2021

## COMMENTS / NOTES / REVISIONS:

1. This maintenance proposal covers a check of components for proper operation 2 times per year on equipment listed on the "Service Task Summary, Equipment list, and Schedule" page.
2. DMS can modify this proposal to work with your budget, process and schedule. We can decrease/increase visits per year or number of checks performed per peice of equipment per visit.
3. This maintenance proposal does not cover part replacement, diagnosing of equipment failures or labor associated with such work. All such work will be at the T&M Contract Labor Rate plus material/parts and consumables charge.
4. **Payment Terms:** Net 30 from billing invoice date. A late payment charge of 1.5% per month (18% annually) will be accessed if payment is not received within 60 days of the invoice date. This applies to both maintenance and repair invoices.



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Central Services Bldg. 508 S. 10th Ave. Sterling, CO

PM#: 1155-J

Date: 9/29/2021

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\$104.00 per hour plus materials

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**Time and Material Labor Rates are adjusted Jan. 1<sup>st</sup> of every year and or as needed based on economic conditions.**

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 1<sup>st</sup> day of February, 2022, by and between the County of Logan, State of Colorado, hereinafter called "County", and HIGHLINE ELECTRIC ASSN 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): NW-24-8-48

1248 FEET EAST OF THE NWNW-SEC24-T8-R48; and

WHEREAS, Applicant desires to install and construct a ROAD BORE, which will be located (Circle One): along, bore under or trench across COUNTY ROAD 32, 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.  
1250 FEET EAST OF CR 95 ON CR 32, 4" POLY PIPE
- ☒ 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 A 4" ROAD BORE, described above, in the right of way of CR 32, 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 JUNE 1, 2022.
- ☒ 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.

**Highplains Electric Association**  
**Right of Way Permit**  
**ROW2022-1 January 2022**  
**Bore under County Road 32**



☒ Applicant hereby releases the County from any liability for damages caused by said ROAD BORE, 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:**

HIGHLINE ELECTRIC ASSN

Printed name

ERIK ANDERSON

Signature

Address: 1300 SOUTH INTEROCEAN AVE  
HOLYOKE CO 80734

Application Fee Paid \$100

Date 1/6/22

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)

**Highplains Electric Association**

Right of Way Permit

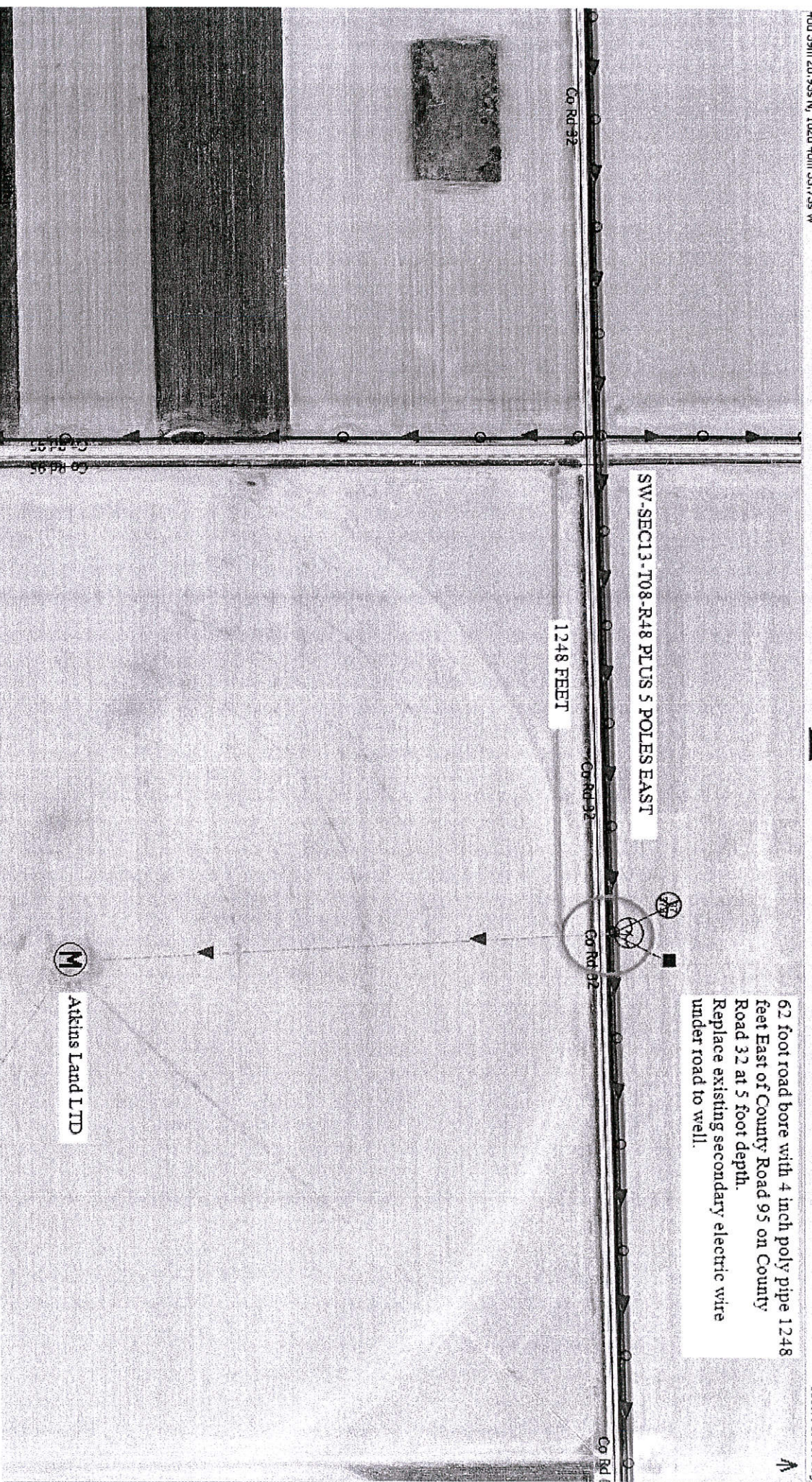
ROW2022-1 January 2022

Bore under County Road 32



40d 39m 20.93s N, 102d 40m 33.73s W

1009ft at 109deg



# Highplains Electric Association

Right of Way Permit

ROW2022-1 January 2022

Bore under County Road 32







## **RESOLUTION**

**NO. 2022 - 10**

**A Resolution of the Board of County Commissioners of Logan County, Colorado, imposing a temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.**

**WHEREAS**, Logan County has several wind power generating projects currently in operation and the Logan County Planning, Zoning and Building Department continues to receive inquiries regarding potential projects in the County; and

**WHEREAS**, the construction and operation of wind power generating facilities in Logan County presents complex regulatory issues and questions that the County's current land use rules and regulations do not fully address, and the development of more detailed regulations will improve and simplify the planning framework for proposed projects by providing more detailed and uniform standards; and

**WHEREAS**, imposing a temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of wind power generating facilities will allow county staff, the Planning Commission, and the Board to study the relevant issues and develop appropriate regulations relating thereto; and

**WHEREAS**, Logan County has the authority to adopt this Resolution pursuant to provisions of law provided in state statute, including those set forth below; and

**WHEREAS**, the duration of the moratorium imposed by this Resolution is reasonable in length and is no longer than necessary to properly investigate, develop, adopt and implement regulations deemed necessary with respect to wind power generating facilities.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that:

1. Upon adoption of this Resolution a moratorium is hereby imposed upon the submission, acceptance, processing, and approval of any application for a permit related to the operation of a wind power generating facility, including any associated wind turbine generators, pad mounted transformers, buried and overhead cable, substations, private gravel access roads, permanent meteorological data collection towers, operations and maintenance facilities and storage buildings, and any other related equipment and structures.

2. The temporary moratorium imposed by this Resolution shall commence as of the date of the adoption of this Resolution and shall expire on August 1, 2022 unless sooner repealed.

3. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.

4. The Board of County Commissioners hereby finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 1st day of February, 2022.

THE BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_(Aye) (Nay)  
Byron H. Pelton, Chairman

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

\_\_\_\_\_(Aye) (Nay)  
Jane E. Bauder

I, Pamela M. Bacon, Logan County Clerk and Recorder, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, sitting in regular session on the 1<sup>st</sup> day of February, 2022.

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



## **RESOLUTION**

**NO. 2022 -11**

**A Resolution of the Board of County Commissioners of Logan County, Colorado, imposing a temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.**

**WHEREAS**, Logan County has several community solar garden projects currently in operation and the Logan County Planning, Zoning and Building Department continues to receive inquiries regarding potential projects in the County; and

**WHEREAS**, the construction and operation of community solar garden facilities in Logan County presents complex regulatory issues and questions that the County's current land use rules and regulations do not fully address, and the development of more detailed regulations will improve and simplify the planning framework for proposed projects by providing more detailed and uniform standards; and

**WHEREAS**, imposing a temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of community solar garden facilities will allow county staff, the Planning Commission, and the Board to study the relevant issues and develop appropriate regulations relating thereto; and

**WHEREAS**, Logan County has the authority to adopt this Resolution pursuant to provisions of law provided in state statute, including those set forth below; and

**WHEREAS**, the duration of the moratorium imposed by this Resolution is reasonable in length and is no longer than necessary to properly investigate, develop, adopt and implement regulations deemed necessary with respect to community solar gardens.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that:

1. Upon adoption of this Resolution a moratorium is hereby imposed upon the submission, acceptance, processing, and approval of any application for a permit related to the operation of a community solar garden facility, including any associated solar modules, inverters, ground-mounted tracking systems, and any other related equipment and structures.
2. The temporary moratorium imposed by this Resolution shall commence as of the date of the adoption of this Resolution and shall expire on August 1, 2022 unless sooner repealed.
3. The Board of County Commissioners hereby finds and declares that this Resolution



is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.

4. The Board of County Commissioners hereby finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 1st day of February, 2022.

THE BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_(Aye) (Nay)  
Byron H. Pelton, Chairman

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

\_\_\_\_\_(Aye) (Nay)  
Jane E. Bauder

I, Pamela M. Bacon, Logan County Clerk and Recorder, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, sitting in regular session on the 1<sup>st</sup> day of February, 2022.

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