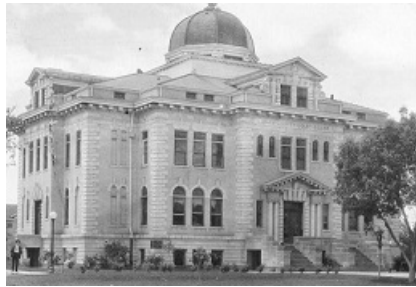


Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane Bauder
Commissioner District Three



Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383
Web: www.logancountyco.gov

email:commissioners@logancountyco.gov

**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**
315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, January 29, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the January 15, 2019 meeting.

Unfinished Business

The Board will award proposals for the construction of the Logan County Annex Co-working Space.

New Business

The Board will open proposals for HVAC Work for the Logan County Annex Co-working Space.

The Board will open proposal for the purchase of one new Snow Plow Truck for the Road & Bridge Department.

The Board will open proposal for the purchase of three (3) new Half-ton 4x4 Quad Cab/Supercab Pickup Trucks.

Consideration of the approval of a Government Obligation Contract between Logan County and Kansas State Bank for financing the purchase of five (5) Patrol Vehicles and one (1) Transportation Van 2019 for the Logan County Sheriff's Office.

Consideration of the approval of contracts between Logan County and Diller Mechanical Services, LLC for preventative maintenance on HVAC systems at the following Logan County buildings:

- °Heritage Center - \$1025.00.
- °Central Services Building - \$2,413.00.
- °Courthouse - \$2,397.00.
- °Justice Center - \$9,145.00.

Consideration of the approval of Resolution 2019-13 cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments.

Consideration of the approval of an Agreement between Logan County and OneOK Elk Creek Pipeline, LLC and the issuance of ROW Permit # 2019-1, for the use of the county right-of-way to bore under County Road 6 for driveway access and to Install a 20-inch Natural Gas Pipeline.

Consideration of the approval of an Agreement between Logan County and OneOk Elk Creek Pipeline, LLC and the issuance of ROW Permit #2019-2, for the use of the county right-of-way to bore under County Road 17.7 for driveway access and to install a 20-inch Natural Gas Pipeline.

Consideration of the approval of the Resolution #2019-14 and a Final Subdivision Application to create Northeast Ag Subdivision which will include the platting of two (2) lots as shown on the Final Plat in a portion of the South West ¼ of Section 27, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of CIC Software License Agreement between Logan County and Computer Information Concepts, Inc. a Colorado Corporation for use of the Employee Portal – Unlimited Paystub Inquiry Products.

Consideration of the approval of an Agreement between Logan County and Mountain Tower & Land and the issuance of ROW Permit # 2019-3, for use of the county right-of-way along CR 28.1 for a driveway.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, February 5, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

January 15, 2019

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

Joseph A. McBride
Jane Bauder
Byron H. Pelton

Chairman
Commissioner
Commissioner

Also present:

Alan Samber
Pamela Bacon
Rachelle Stebakken
Jerry Casebolt
Marilee Johnson

Logan County Attorney
Logan County Clerk
Logan County Deputy Clerk
Emergency Management Coordinator
Tourist Information Center Director/County Public
Information Officer
Logan County Economic Development

Trey Miller
James P. Fix
Chris Connor
Jeff Squire
Patricia Fix
Jeff Rice

Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Commissioner Pelton moved to strike the Sterling Community Fund Board, Family Resource Center Board and the VALE Board appointments on the agenda. Commissioner Bauder seconded and the motion carried 3-0.

The Board continued with the Consent Agenda item:

- Approval of the Minutes of the January 2, 2019 meeting.
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of December, 2018.
- Acknowledgment of the receipt of the Landfill Supervisor's cumulative report for the year 2018.
- Acknowledgment of the receipt of the Treasurer's Semi-Annual Financial Report for the period July 1, 2018 through December 31, 2018.
- Acknowledgment of the receipt of the Treasurer's report for the month of December 2018.
- Acknowledgment of the receipt of the Public Trustee's Fourth Quarter Report for 2018.

Commissioner Pelton moved to approve the Consent Agenda. Chairman McBride seconded and the motion carried 2-0. Commissioner Bauder abstained due to not being at that meeting.

Chairman McBride continued with New Business:

The Board of Commissioners will consider making the following appointments:

- Chairman of the Board – Joe McBride
- Vice Chairman of the Board – Jane Bauder
- Administrative Officer to the Board of County Commissioners/Human Resources – Diana Korbe

- Courty 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 – Todd Thomas
- Fair Finance Clerk – Amber St. Clair-Kapteyn
- Centennial Mental Health Board – Dave Long
- Northeast Colorado Health Department Board – Byron Pelton
- South Platte Reginal 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
- 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
- Official County Newspaper – Journal-Advocate

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

Chairman McBride designated the location in the Courthouse where notices of meetings and agendas will be posted for 2019 outside of the Commissioner Office and online.

Chairman McBride opened a public hearing to consider the approval of an application submitted by PJ Marina LLC for a Retail Liquor Store License at 24005 CR 330 Sterling, CO 80751. No comments were made. Chairman McBride closed the public hearing. Commissioner Bauder moved to approve the application submitted by PJ Marina LLC for a Retail Liquor Store License at 24005 CR 330 Sterling, CO 80751. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride opened a public hearing to consider the approval of an application submitted by the Sterling High School Athletic Booster Club for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on January 26, 2019.

- Jeff Squire – Representing the Booster Club for the baseball and softball programs, explained that the funds are to build an indoor batting cage.
- Commissioner Pelton questioned if the Sherriff's posse was notified.
- Commissioner Bauder questioned if they had liability insurance in place for the event and directed Jeff to speak with Jennifer Crow after the meeting.

No other comments were made. Chairman McBride closed the public hearing. Commissioner Pelton moved to approve the application for the Sterling High School Athletic Booster Club for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on January 26, 2019 as long as they have the proper insurance.

Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride opened proposals for the construction of the Logan County Annex CoWork Space.

- Better Electric for lighting – \$6,100.00
- Sterling Handyman, LLC for general labor bid - \$35,437.00
- Schlenz Builders for general labor – Bid option #1 - \$73,705.00; Bid option #2 - \$74,165.00

Commissioner Pelton moved to give the proposals to Trey Miller from Economic Development to give his recommendations to the Board for which proposal would be the best fit. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2019-10 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 Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2019-11 directing the allocation of Federal Mineral Leasing Funds received and held by the Logan County Treasurer. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2019-12 appointing Directors to serve as members of the Board of Directors of the Logan County Justice Center Finance Corporation. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an assignment of ROW Use Permit No. 2014-71 from Viaero Wireless to Viaero Fiber Networks, LLC. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the 2019 Annual Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County. Commissioner Pelton seconded and the motion carried 3-0.

- Jerry Casebolt – Logan County Emergency Management Coordinator explained the operating plan.

Commissioner Pelton moved to approve the Logan County Animal Emergency Response Annex to provide a collaborative framework for prevention, protection, preparedness, response and recovery efforts related to management of companion animals, livestock and other animals during emergency events and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

- Jerry Casebolt – Logan County Emergency Management Coordinator explained the program.


County Offices will be closed, Monday, January 21, 2019 in observance of Martin Luther King Junior Day.

Applications are being accepted for volunteers to serve on the following County advisory boards: Planning Commission, Board of Adjustment, EMS Council, Lodging Tax Board, Fair Board and the Logan County Representative to the NE Colorado Board of Health. Any Logan County resident interested in serving on one of these advisory boards, should complete an application available at the Commissioner's Office. Applications are also available on the county website (www.colorado.gov/logan). Applications are due by 5:00 p.m., January 25, 2019.

The next business meeting will be scheduled for Tuesday, January 29, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business, the meeting was adjourned on Tuesday, January 15, 2019 at 9:51 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: January 29, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

12/13/18

RE: REQUEST FOR PROPOSAL – LOGAN COUNTY ANNEX COWORKING PROJECT

The Logan County Annex Coworking Project is collaboration between Logan County Commissioners and Logan County Economic Development Corporation "LCEDC". The project includes remodel and updating of the north half of the main floor of the County Annex. The project will include painting, lighting and electrical upgrades, flooring, HVAC units to update and replace individual window units, wall repair and framing, and plumbing to reconfigure two existing restrooms into ADA compliant facilities.

The project is working on a limited and fixed budget.

The facility will be used as a shared office space and coworking facility aimed at helping to create new jobs and opportunities for Logan County residents and others. The facility will be operated and managed by the LCEDC, a 501 C 3 non-profit corporation. Through donated use of the space by the Logan County Commissioners LCEDC will offer flexible use areas for shared desks, conference room space, and private office space. The project is expected to encourage entrepreneurship, facilitate remote work and telecommuting, and build a network of similar minded people to create a sense of community.

Proposals must be picked up at the County Commissioners offices or can be sent electronically by contacting LCEDC. A mandatory project meeting will be held at the County Annex on Monday January 7th at 9:30AM. All sealed proposals are due to the County Commissioners office by 5pm on Monday January 14th. Proposals will be opened and reviewed at the Board of County Commissioners regular meeting on Tuesday January 15th.

Please itemize costs in proposals.

For more information about the project please contact the LCEDC at 970-521-7196, or email Director@Sterling-Logan.com.

BETTER

Electric, Inc.

PO Box 267
Sterling CO 80751

Estimate

Date	Estimate #
12/20/2018	62290-T

Name / Address
Logan County Commissioners 300 Main Sterling, CO 80751

Phone: (970) 521-1030
Fax # (970) 521-0176
E-mail: betterelectric@kci.net
Web Site: www.betterelectric.com

Description/Location
Estimate for lighting in co-working space

Item	Description	Qty	Cost	Total
Bid	<p>An estimate to supply labor, materials and equipment to renovate the upstairs co-working area at courthouse annex.</p> <p>Includes:</p> <ul style="list-style-type: none">-38, 1' x 4' LED wrap-type fixtures-Repairing and replacing any damaged equipment-Exit/emergency lighting <p>Does not include:</p> <ul style="list-style-type: none">-Service or panel retrofits <p>Bid</p>	1	6,100.00	6,100.00

This is an estimate only, not a contract for services. This is an estimate only and does not include material price increases or additional labor or materials which may be required during the scope of the job. This estimate is good for 20 days from the date hereof. Better Electric, Inc., its officers and employees are not responsible for repair or replacement of any underground or customer-owned utilities which are not clearly marked or identified, or for any work done by any employee that is not first authorized by an agent of the company. Customer agrees to pay all amounts due within 30 days. Any outstanding balance over 30 days will accrue interest at the rate of 18% per annum. Customer agrees to pay all collection costs, including reasonable attorneys' fees, court costs and other expenses.

Acceptance: The above prices, specifications and conditions are satisfactory and are hereby accepted. Better Electric is authorized to do the work as specified.

Subtotal	\$6,100.00
Sales Tax (0.0%)	
Total	\$6,100.00

Signature _____



1026 N Division Avenue ♦ Sterling, CO 80751 ♦ Phone: 970-522-4535

Logan County Economic Development
P.O Box 72
160 College Avenue
Sterling, Colorado 80751

January 14, 2019

All,

I am pleased to present this bid for the annex remodel as detailed below:

- **Framing** **\$2,833**
 - Alter bathroom framing according to plans.
 - Move door openings per plans.
 - Selective demo framing to accept new walls.

- **Electrical** **\$11,951**
 - New Recessed 2x4 LED lighting in new suspended ceiling on existing circuits and switches.
 - Relocate switches to accommodate new wall/door locations.
 - Install fan/light combos in bathrooms
 - Venting by others.

- **Plumbing** **\$19,521**
 - Demo both existing bathroom fixtures.
 - Rough in plumbing for ADA restrooms
 - Includes ADA toilet and lavatory.
 - Includes plumbing permit.

- **Drywall** **\$7,311**
 - Install new sheetrock at required locations:
 - New bathroom walls
 - Locations of new framing at hallway (Framing in existing doors)
 - Misc. patching as required.

- **Painting/Staining** **\$5,111**
 - Paint at interior walls only.
 - No steel ceilings will be painted or otherwise altered.
 - Stain and clear coat doors to match owners preference.

- **Doors** **\$4,364**
 - Replace 7 oak doors while reusing existing jambs.
 - Install 2 new oak doors on new jambs

- **Acoustic Ceilings** **\$7,266**

- Furnish and install N/R grid and Rockfon Pacific #200, 2' x 2' square edge tile.
- Applicable locations for installation are the following:
 - Office, File Storage, Bathrooms, Conference Room, Central Offices, Office
 - Not installed in Hallway or Stairwell/Entry
- **Flooring Option 1 (Vinyl @ Bathroom) \$13,545**
 - Engineered Floors-Pentz Commercial Carpet Tiles
 - 24" x 24" Solution dyed nylon.
 - Pressure sensitive adhesive. Patching Compound.
 - Shaw Luxury Vinyl in lieu of porcelain tile.
 - A clean subfloor should be present at installation time to insure proper installation.
- **Flooring Option 2 (Tile @ Bathroom) \$14,005**
 - Engineered Floors-Pentz Commercial Carpet Tiles
 - 24" x 24" Solution dyed nylon.
 - Pressure sensitive adhesive. Patching Compound.
 - Florida Tile – Savannah Porcelain 12" x 12" Tile and 3" x 12" Bullnose.
 - Power Grout and TEC Silicone Caulking
 - A clean subfloor should be present at installation time to insure proper installation.
- **Cabinets \$1,803**
 - Merillat Spring Valley Oak Cabinets
 - Plastic Laminate Top

Total (Option 1)	\$73,705
Total (Option 2)	\$74,165

Exclusions:

- Asbestos abatement.
- Demo of any kind (Selective demolition of bathroom framing included in framing)
 - Demo of wall and floor tile in bathroom buy others.
- Any basement work, other than that required by plumbing.
- Exhaust fans in bathrooms to be vented by HVAC contractor.
- All hot water heat or other heating by others.

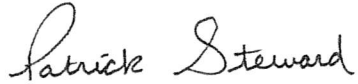
Notes:

- This bid is a complete bid. If any parts of this bid are not used, the total price may be affected. Full construction supervision and proper insurance is included with my complete bid, if contractors other than Schlenz Builders are hired to complete part of this project, no insurance, supervision, or scheduling will be included for those contractors. It will be solely the responsibility of the owner to schedule, manage, and otherwise communicate with those contractors.
- Fire Suppression by owner.
- Tax exemption paperwork must be provided before work commences.
- Locations that currently have steel ceilings but will not get acoustic ceilings (entry and stairwell) will not be painted, they will remain as is.
- Because Logan County owns the property, all permits required are assumed to be free of charge.

- Due to the fact that demo is by others, the subflooring will need to be adequately demoed and cleaned for flooring installation. Nails, staples, or other fasteners should all be completely removed. All glue or adhesives should also be removed so that the subfloor is clean and ready to accept new flooring material. Any damage occurring to the floor during demo should also be fixed by the demo contractor.

○

Sincerely

A handwritten signature in cursive script that reads "Patrick Steward". The signature is written in dark ink and is positioned above the printed name.

Patrick Steward
Schlenz Builders

Sterling Handyman, LLC
PO Box 1794
Sterling, CO 80751
308-631-6877
sterlinghandyman@yahoo.com

ESTIMATE

ADDRESS

Logan County Board of
Commissioners Office
315 Main Str
Sterling, Co 80751

ESTIMATE # 1033

DATE 01/14/2019

P.O. NUMBER

Logan County Annex CoWork Space

ACTIVITY	QTY	RATE	AMOUNT
Labor Labor to demo and remove any or all part of the project will be billed at additional rate of \$75/hour	0	75.00	0.00
Labor Build and install roughly 26LF of 2x4 wall for ADA Compliant Restrooms, frame in door and window opening per specs sheet, drywall,mud,tape,texture and prime new drywall two sides. Includes material and labor. Roughly 600 SF	600	5.00	3,000.00
Labor Prep walls, fill holes, caulk corners and trim, Paint with sprayer and back roll 2 coats paint/primer in one on all walls. Includes material and labor. Roughly 4900 SF	4,900	1.00	4,900.00
Labor Install carpet squares using pressure sensitive glue(meaning replaceable when damaged or stained) Includes material and labor. Roughly 2215 plus 5% waste=2326 SF. Does NOT include the staircase.	2,326	4.50	10,467.00
Labor Install drop ceiling in all rooms with exception of hallway. Includes material and labor. Roughly 2100 SF	2,100	5.00	10,500.00
Labor Install 1/4" Hardie Backer and floor tile in ADA restrooms. Labor only	130	8.00	1,040.00
Labor Hardie Backer 1/4" \$1.25/ sq ft., \$3.50/ sq ft. allowance for tile. \$1.25 for thinset and grout. Optional: Tile 4' up the walls on all sides of restrooms. Includes tile, thinset, grout and labor. 260 sq ft. Add \$3120 for this option.	130	6.00	780.00
Labor Mortise hinge placement and bore handle hole in 7 solid core pine 6-panel door slabs. Install doors to replace old. These will be painted to match trim color during painting process in this estimate. Includes material and labor.	7	250.00	1,750.00
Labor Cut out wall and install new 36" solid core pine 6-panel pre-hung doors for restrooms. \$125 allowance for door cost, \$25 allowance for door handle cost,	2	400.00	800.00

Scott Rubottom, Owner
General Contractor
Licensed and Insured

ACTIVITY	QTY	RATE	AMOUNT
\$200 install cost for door, door casing and door handle. These will be painted to match trim color during painting process. Includes material and labor			
Labor Install new cove base through-out renovated area. Includes material and labor. Roughly 550 LF	550	4.00	2,200.00

It is company policy to require 50% deposit on all work over \$5000 to purchase materials for the project. Remainder due upon completion.

Thank you for the opportunity to estimate your project!

TOTAL

\$35,437.00

Accepted By

Accepted Date

Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane Bauder
Commissioner District Three



Office Phone
970-522-0888
FAX 970-522-4018
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Web: www.logancountyco.gov
E-mail: commissioners@logancountyco.gov

**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase of one new Snow Plow Truck. Specifications are enclosed.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Snow Plow Truck Proposal" by 9:00 a.m., January 29, 2019. Said proposals will be opened at 9:30 a.m. Tuesday, January 29, 2019 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

LOGAN COUNTY SPECIFICATIONS - SINGLE AXLE SNOW PLOW TRUCK

	COMPLY	DOES NOT COMPLY
1. <u>CHASIS</u>		
A. International 7400 Series 4 x 2 single axles SFA package or equivalent.	_____	_____
B. Options to include heated rearview mirrors.	_____	_____
2. <u>DUMP BODY</u>		
A. TBEI DuraClass Model SL306 SS or equivalent	_____	_____
B. 10' long x 86" I.D. & 98" O.D. width	_____	_____
C. 6 to 8 cubic yard capacity	_____	_____
D. Front end 38" high, 10 gauge 201 stainless steel	_____	_____
E. Sides 28" high, 10 gauge 201 stainless steel	_____	_____
F. Top rail boxed, formed horizontal center brace with 35 degree slope, 35 degree sloping bottom rail, no weld seam visible to the outside of the body on the top, bottom or center rail supports. Sides 100 percent fully welded to front and rear corner posts for maximum strength.	_____	_____
G. 2" x 6" side board pockets.	_____	_____
H. Straight tailgate 38" high, 7 gauge 201 stainless steel, dirt shedding boxed perimeter, radius formed bracing, (6) panel design.	_____	_____
I. 1-1/2" upper tailgate pin, 1-1/4" lower tailgate pin	_____	_____
J. Electric over air tailgate lock.	_____	_____
K. Floor 1/4" AR abrasion resistant steel floor, bevel plate from floor to side bracing.	_____	_____
L. Understructure – crossmemberless with two 3/16" deep flared 12" full boxed longitudinals.	_____	_____
M. Cab guard 23" x 84", 10 gauge 201 stainless steel.	_____	_____
N. Pintle plate 3/4" x 34" welded and reinforced to rear truck frame, 30 Ton pintle hook, (2) "D" swivel rings	_____	_____
O. Shurco Armatic electric tarp system with tarp tamer and asphalt tarp.	_____	_____
3. <u>LIGHTING & ELECTRICAL</u>		
A. Fender mounted halogen snowplow lights with integrated turn signals installed on stainless steel brackets attached to truck convex mirror brackets, sealed wire harness with Deutsch DT connectors.	_____	_____
B. LED warning lights, (2) amber clear and (2) blue clear 24 LED, 6" oval recessed rubber grommet mounted on the front and side corners of the dump body cab shield. (1) amber clear and (1) blue clear 24 LED, 6" oval recessed rubber grommet mounted in rear dump body corner posts.	_____	_____
C. LED stop, tail, turn and back-up lights recessed rubber grommet mounted in rear dump body corner posts.	_____	_____
D. LED marker and clearance lights meet FMVSS 108. License plate bracket and light.	_____	_____
E. Weather resistant sealed wiring with Deutsch DT connectors throughout, tarp relay, e-stop, solenoids and fuses mounted in-cab enclosure for weather protection and easy access.	_____	_____

4. SNOWPLOW HITCH

- A. Henke or equivalent flat plate hitch front of truck with reinforced cheek plates. _____
- B. Plow selection and pricing upon final sale. _____

5. HYDRAULIC SYSTEM

- A. Front crank shaft driven load sense piston pump, 4.58 CID, 4 bolt mounting flange, drive line and flange yokes, load-sense signal unloader. _____
- B. 35 gallon hydraulic reservoir with hydraulic valve, return filter, level-temp sight gauge. 2" NPT brass ball valve. _____
- C. Hydraulic control valve – air over hydraulic with color coded air lines between valve and in cab air joy stick controls for easy diagnostics and maintenance. _____
- D. In-cab single dual axis joy stick for plow raise/lower and plow angle _____
- E. In-cab joy stick with RVC lock for double acting dump body hoist. _____

6. MESP 300 MUNCIE ELECTRIC GROUND SPEED SPREADER CONTROL

- A. 0 – 17 GPM Auger _____
- B. 0 -8 GPM Spinner _____
- C. Stainless steel line mounted on top of chassis frame rails secured with poly clamps. _____
- D. Rubber hoses plumbed directly to front pump, dump hoist and snowplow. _____
- E. Rubber lines to recessed rear quick disconnects for sander. _____

7. SWENSON OR EQUIVALENT 6.7 CUBIC YARD SANDER

- A. 12 gauge 201 stainless steel hopper _____
- B. Inverted "V" over conveyor chain _____
- C. Drop-n-loc top screen – powder coated _____
- D. 25:1 hydraulic gear box drive _____
- E. 1-1/2" drive shaft, 1-1/4" idler shaft, spring loaded chain take-up _____
- F. Bolt-it replaceable conveyor floor _____
- G. Rear chain wiper _____
- H. 18" carbon spinner disc _____
- I. Screw adjustable rear gate opening _____
- J. 12" adjustable spinner chute height _____
- K. Swing-up spinner _____
- L. (4) nylon strap tie downs _____
- M. Tailgate latch kit _____
- N. Short hydraulic hose kit with quick disconnects. _____
- O. LED sander light/switch in cab _____

8. HENKE OR EQUIVALENT POWER REVERSING SNOWPLOW

- A. 36" high x 12' long moldboard
- B. 10 gauge rolled steel moldboard
- C. (2) ECT – external compression trip springs
- D. (3) Angle adjusting points
- E. (2) 3" x 10" x 2" double acting reversing cylinders with cushion valve
- F. SQH/UQH universal quick hitch for flat plate
- G. 4" x 10" double acting plow raise cylinder
- H. 5/8" x 6" steel cutting edge
- I. Orange road markers
- J. Rubber deflector
- K. (2) jack stands

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

9. PARTS

- A. Bidders must show proof that a large stock of parts for the model of equipment upon which he/she is bidding is maintained at his facility.

_____	_____
-------	-------

10. AWARD

- A. Equipment is for use by the Logan County Road and Bridge Department and must meet the requirements of that agency as interpreted by the Logan County Commissioners.
- B. Prior to award, the purchasing agent may require a visit to the supplier's facility to assure supplier has plant capacity to manufacture and deliver equipment on time as required.
- C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation

_____	_____
_____	_____
_____	_____

11. WARRANTY

- A. The manufacturer shall warranty the equipment for one year or as otherwise note in the manufacturer's standard warranty policy.

_____	_____
-------	-------

12. QUALIFICATIONS OF BIDDERS

No bid will be considered unless the bidder can meet the following conditions:

- Bidder must have a parts/service location and keep a sufficient stock of parts on hand at all times.
- The equipment offered is the stock model chassis that meets the requirements of the specifications without material change or modifications.
- The model is regularly advertised and sold by the manufacturer.
- The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty four months.

_____	_____
_____	_____
_____	_____

TOTAL PROPOSAL PRICE - ONE SNOW PLOW AS PER ABOVE SPECIFICATIONS.

\$	_____
----	-------

LOGAN COUNTY SPECIFICATIONS - SINGLE AXLE SNOW PLOW TRUCK

APPROVED EQUAL

Bidders offering to supply equipment deviating from the included specifications must supply a detailed description of the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to award, an on-site demonstration of the equipment offered may be requested. All bidders offering other than the listed specifications will be required to provide an on-site demonstration at the agency's location within 7 days of request to verify that their unit complies with all specification requirements before their proposal will be considered. Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.

Equipment must include all applicable OSHA required equipment and meet all applicable OSHA regulations at time of manufacture. Include appropriate literature for model and list on a separate sheet all optional equipment with prices available above and beyond specifications.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Snow Plow Truck Proposal" by 9:00 a.m., January 29, 2019. Said proposals will be opened at 9:30 a.m. Tuesday, January 29, 2019 at the Logan County Courthouse.

Notify the Road and Bridge Department of any irregularities or any inability to meet the suggested minimum specifications no later than two days before proposal opening. Any proposals received without the blanks being completed, in detail, will not be considered.

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.

Please Print:

Company Name:
Representative Name:
Street Address:
City/State/Zip:
Phone:
E-mail:

Joseph A. McBride, Chairman
Commissioner District Two

Byron H. Pelton
Commissioner District One

Jane Bauder
Commissioner District Three



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

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

**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase of three (3) new half-ton 4x4 quad cab/supercab pickup trucks. Specifications are attached.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope labeled "Half-ton Pickup Proposal" by 9:00 a.m., January 29, 2019. Said proposals will be opened at approximately 9:30 a.m. Tuesday, January 29, 2019 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

Invitation to Bid #2019-01

Dealership name	Transwest Chevrolet
Street address	1200 W. Main Street
City, State, zip code	Sterling, CO 80751
Point of contact at dealership	Jacob Schneider
Primary contact telephone number	970-520-1143
Alternate contact telephone number	970-522-2700
E-mail address	
What make of vehicle does the local dealership perform warranty service work on?	

Vehicle Specifications			
3 - New ½ ton 4X4 pickup truck-Quad Cab/Supercab Chevy, RAM or Ford			
BASE PRICE OF ABOVE-LISTED VEHICLE		\$	
County Specific Options/Features	Additional Cost	County Specific Options/Features	Additional Cost
Gasoline engine V-8		Power windows	
Automatic transmission		Power door locks	
Single rear wheels		Tow package	
Four wheel drive		Air conditioning	
Off-road package		Cruise Control	
All terrain tires		AM/FM Radio	
Exterior color: white		Tilt Steering Wheel	
Interior color: dark		Cloth 40-20-40 Bench Seat	
Spray-in Bed liner		Full-size Spare Tire	
PRICE INCLUDING THE ABOVE-LISTED OPTIONS/FEATURES		\$	

Details of vehicle in bid	
Year – Make - Model	
Engine	
Transmission	
GVWR	
Gear ratio	
Warranty	
Proposed delivery date	

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. **Please print on single sided paper only.** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
 - ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
5. **Exhibit D - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
6. **Exhibit E - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
7. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
9. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice
2. Documentation Fee as stated on attached invoice

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by March 16, 2019, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligatee or its assignees; then Obligatee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Logan County, Colorado
315 Main Street
Sterling, Colorado 80751

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of January 25, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-renewed funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver to and cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit D. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has renewed as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Renewal

Section 4.01 Non-Renewal. The Contract shall terminate absolutely and without further obligation on the part of the Obligor at the end of each Budget Year during the Contract Term unless it is automatically renewed as set forth below. If Obligor chooses to not renew, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Budget Year without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. This Contract will automatically renew at the end of each Budget Year unless positive action is taken by Obligor as evidenced by a resolution passed by the Obligor's governing body to terminate the Contract. Obligor shall immediately notify the Obligee as soon as the decision to non-renew is made. If such non-renewal occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor chooses to not renew under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligatee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligatee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligatee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligatee deems necessary or appropriate to protect Obligatee's interest in the Equipment and in this Contract. Obligor shall allow Obligatee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligatee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligatee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligatee, unless Obligatee agrees in writing to an extension of time. Obligatee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligatee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligatee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligatee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligatee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligatee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligatee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligatee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligatee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligatee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligatee for all costs incurred by Obligatee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligatee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligatee in the event of a default or a non-renewal by delivering the Equipment and any additional collateral to the Obligatee to a location accessible by common carrier and designated by Obligatee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligatee all tangible items constituting such software. At Obligatee's request, Obligor shall also certify in a form acceptable to Obligatee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligatee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligatee by a common carrier unless the Obligatee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligatee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligatee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligatee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligatee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligatee to sell or lease it to a third party and be free of all liens. If Obligatee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligatee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligatee for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligatee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligatee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligatee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligatee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligatee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligatee selects that is acceptable to Obligor (including Obligatee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligatee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached hereto, Obligor authorizes Obligatee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligatee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligatee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligatee at the time this transaction was submitted for credit approval by the Obligor to the Obligatee.

Section 10.03 Disbursement upon Non-Renewal or Default. If an event of non-renewal or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligatee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligor based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligor shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligor and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Section 11.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 11.10 Acceptance of Obligation to Commence Contract Payments Under Exhibit B. By signing and attesting directly below, Obligor hereby warrants and certifies that: The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract. Obligor acknowledges that Obligor has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A; The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price; Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or portion thereof, for each withdrawal of funds from the Vendor Payable Account

Section 11.11 Obligor further warrants and certifies that: Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract; immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligor of Obligor's final acceptance of the Equipment by delivering to Obligor the Payment Request and Equipment Acceptance Form in the form set forth in Exhibit C attached to the Contract; in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-renewal or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract; regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Section 11.12 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligor and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Logan County, Colorado

KS StateBank

Signature

Printed Name and Title

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

Logan County, Colorado

Attested By Authorized Individual:

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of January 25, 2019, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Five (5) Patrol Vehicles and One (1) Transport Van

Physical Address of Equipment after Delivery : _____

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of January 25, 2019, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Date of First Payment:	At Closing
Original Balance:	\$238,745.00
Total Number of Payments:	Four (4)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	At Closing	\$65,000.00	\$0.00	\$65,000.00	\$181,689.77
2	25-Jan-20	\$65,000.00	\$10,425.12	\$54,574.88	\$123,266.94
3	25-Jan-21	\$65,000.00	\$7,150.49	\$57,849.51	\$62,729.20
4	25-Jan-22	\$65,000.00	\$3,679.39	\$61,320.61	\$0.00

Logan County, Colorado

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

EXHIBIT C

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of January 25, 2019, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$ _____ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: _____

3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: kbellinder@ksstate.bank

or

Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

Logan County, Colorado

Signature

Printed Name and Title

EXHIBIT D

SIGNATURE CARD

RE: Government Obligation Contract dated as of January 25, 2019, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Logan County, Colorado.

Logan County, Colorado

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT E

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of January 25, 2019, between KS StateBank (Obligee) and Logan County, Colorado (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Logan County, Colorado
315 Main Street
Sterling, Colorado 80751

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Five (5) Patrol Vehicles and One (1) Transport Van
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$238,745.00.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: kbellinder@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Logan County, Colorado

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinitiate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3354807	Payment Amount \$65,000.00	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 20th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Logan County, Colorado	
Signature	Printed Name and Title
Tax ID Number 84-6000782	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 01-16-2019

BILL TO:

LOGAN COUNTY, COLORADO
ATTN: ACCOUNTS PAYABLE
315 MAIN STREET
STERLING, COLORADO 80751

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3354807	At Closing	At Closing	\$65,350.00

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF JANUARY 25, 2019	PAYMENT AMOUNT: \$65,000.00
	DOCUMENTATION FEE: \$350.00
FIVE (5) PATROL VEHICLES AND ONE (1) TRANSPORT VAN	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$65,350.00
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name Logan County, Colorado		2 Issuer's employer identification number (EIN) 84-6000782	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 315 Main Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Sterling, Colorado 80751		7 Date of issue 01/25/2019	
8 Name of issue Government Obligation Contract		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Debbie Unrein, Finance/HR Director		10b Telephone number of officer or other employee shown on 10a (970) 522-0880	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► Five (5) Patrol Vehicles and One (1) Transport Van	18	244,970	88
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	01/25/2022	\$ 244,970.88	\$ 238,745.00	2.484 years	5.913 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	244,970	88
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	6,225	88
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V.	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V.	28		
29 Total (add lines 24 through 28)	29	6,225	88
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	238,745	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	►	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	►	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c	Enter the EIN of the issuer of the master pool bond ▶ _____			
d	Enter the name of the issuer of the master pool bond ▶ _____			
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b	Name of hedge provider ▶ _____			
c	Type of hedge ▶ _____			
d	Term of hedge ▶ _____			
42	If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.



Signature of issuer's authorized representative

Date



Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe	<i>H. Evan Howe</i> Digitally signed by H. Evan Howe Date: 2019.01.16 14:50:14 -06'00'	01/16/2019		P01438994
Firm's Name ▶	Baystone Financial LLC		Firm's EIN ▶	48-1223987
Firm's Address ▶	12980 Metcalf, Suite 310, Overland Park, KS 66213		Phone no.	(800) 752-3562



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

Proposal for:	Heritage Building	Proposal Created by:	Nate Diller
Contact:	Chance Wright	Phone:	970-397-8362
Company:	Logan County	Email:	natediller@dillermechanical.com
Address:	315 Main St.	Service Dispatch:	720-438-7243
City, State Zip	Sterling, CO 80751		HVACservice@dillermechanical.com
Phone:	970-520-9919		
Building Address:	Heritage Building 821 N. Division Ave. Sterling, CO		
Date:	1/11/2019		
	Contract Amount:	\$1,025.00	PM #: 1156-G

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2019 and terminates December 31, 2019.
The value of this agreement is \$1,025.00.

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

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC,
ou=Operations Manager, email=natediller@dillermechanical.com,
c=US
Date: 2019.01.11 13:11:10 -0700

Diller Mechanical Services Signature

Date

Logan County Signature

Date



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Heritage Building 821 N. Division Ave. Sterling, CO

1/11/19

1156-G

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	892.50
<i>Preventive Maintenance Material Cost Per Year</i>	\$	133.03
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	1,025.00
<i>Payment per quarter</i>	\$	256.00



Service Task Summary Equipment List/Schedule

Building: Heritage Building 821 N. Division Ave. Sterling, CO

Date: 1/11/2019

PM #: 1156-G

		Cooling		Heating	
		May-19		Oct-19	

Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit	May 15				Oct 15			
1	RTU-1	Mid Season	-	-								
		Seasonal	2.00	2.00		X	2.00		X	2.00		
2	RTU-2	Mid Season	-	-								
		Seasonal	2.00	2.00		X	2.00		X	2.00		
Total Hours for quarterly maintenance			8.00				4.00				4.00	
Set Up, Report/Communication, & Travel Time per year			2.50									
Total PM Hours			10.50									

Condenser Cleaning Time -



Heritage Building 821 N. Division Ave. Sterling, CO
PREVENTIVE MAINTENANCE MATERIAL LIST

PM#: 1156-G

Date: 1/11/2019

EQUIPMENT	MATERIAL DESCRIPTION	CHANGES PER YEAR	QUANTITY PER CHANGE	ANNUAL QUANTITY
Consumables Rags/Grease/Cleaner		1	1	1



Service Task Summary Equipment List/Schedule

Building: Heritage Building 821 N. Division Ave. Sterling, CO

Date: 1/11/2019

PM #: 1156-G

Date:	7/17/2019											Cooling		Heating	
PM #:	1156-G											May-19		Oct-19	
Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit											
1	RTU-1	Mid Season	-	-											
		Seasonal	2.00	2.00		X	2.00		X	2.00					
2	RTU-2	Mid Season	-	-											
		Seasonal	2.00	2.00		X	2.00		X	2.00					
Total Hours for quarterly maintenance			8.00				4.00				4.00				
Set Up, Report/Communication, & Travel Time per year			2.50												
Total PM Hours			10.50												

Condenser Cleaning Time -



Heritage Building 821 N. Division Ave. Sterling, CO

PM#: 1156-G

Date: 1/11/2019

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 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.



Heritage Building 821 N. Division Ave. Sterling, CO

PM#: 1156-G

Date: 1/11/2019

Standard Time and Material Rates for PM Customers

\$90.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$135.00 per hour plus materials

Standard Rates (non-contract customers)

\$100.00 per hour plus materials

Overtime Rates (non-contract customers)

\$150.00 per hour plus materials

Holiday Rates

\$180.00 per hour for contract customers

\$200.00 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

After Hours/Weekend Service & Emergencies

Call 303-775-8672

Time and Material Labor Rates are adjusted Jan. 1st 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

Proposal for: Logan County Central Services Bldg.		Proposal Created by: Nate Diller	
Contact:	Chance Wright	Phone:	970-397-8362
Company:	Logan County	Email:	natediller@dillermechanical.com
Address:	315 Main St.	Service Dispatch:	720-438-7243
City, State Zip	Sterling, CO 80751		HVACservice@dillermechanical.com
Phone:	970-520-9919		
Building Address: Central Services Bldg. 508 S. 10th Ave. Sterling, CO			
Date:	1/11/2019		
Contract Amount:	<div>\$2,413.00</div>	PM #:	1155-G

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2019 and terminates December 31, 2019.
The value of this agreement is \$2,413.00.

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 accessed 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

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC,
ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2019.01.11 11:03:08 -07'00'

Diller Mechanical Services Signature

Date

Logan County Signature

Date



Central Services Bldg. 508 S. 10th Ave. Sterling, CO
1/11/19
1155-G

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	2,125.00
<i>Preventive Maintenance Material Cost Per Year</i>	\$	288.69
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	2,413.00
<i>Payment per quarter</i>	\$	603.00



Service Task Summary Equipment List/Schedule

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

Date: 1/11/2019

PM #: 1155-G

		Cooling		Heating	
		May-19		Oct-19	
Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit	
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

Set Up, Report/Communication, & Travel Time per year

Total PM Hours

21.00	12.00	9.00
4.00		
25.00		

Condenser Cleaning Time

-



Service Task Summary Equipment List/Schedule

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

Date: 1/11/2019

PM #: 1155-G

Date: 1/11/2019

PM #: 1155-G

					Cooling		Heating	
					May-19		Oct-19	
Dsign#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit				
1	RTU-1	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
2	RTU-2	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
3	RTU-3	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
4	RTU-4	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
5	RTU-5	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
6	RTU-6	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
7	RTU-7	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
8	RTU-8	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
9	RTU-9	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
10	RTU-10	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
11	RTU-11	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
12	RTU-12	Mid Season	-	-				
		Seasonal	0.75	1.00		X	1.00	X
Total Hours for quarterly maintenance			21.00			12.00		9.00
Set Up, Report/Communication, & Travel Time per year			4.00					
Total PM Hours			25.00					
Condenser Cleaning Time			-					



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

PM#: 1155-G

Date: 1/11/2019

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



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

PM#: 1155-G

Date: 1/11/2019

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 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.



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

PM#: 1155-G

Date: 1/11/2019

Standard Time and Material Rates for PM Customers

\$90.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$135.00 per hour plus materials

Standard Rates (non-contract customers)

\$100.00 per hour plus materials

Overtime Rates (non-contract customers)

\$150.00 per hour plus materials

Holiday Rates

\$180.00 per hour for contract customers

\$200.00 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

After Hours/Weekend Service & Emergencies

Call 303-775-8672

Time and Material Labor Rates are adjusted Jan. 1st 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

Proposal for:	Logan County Court House Annex		
Contact:	Chance Wright	Proposal Created by:	Nate Diller
Company:	Logan County	Phone:	970-397-8362
Address:	315 Main St.	Email:	natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch:	720-438-7243
Phone:	970-520-9919		HVCAservice@dillermechanical.com
Building Address:	315 Main St. Sterling, CO 80751	Boiler, Cooling Tower, Pumps & (4) Rotunda/Attic Heat Pumps	
Date:	1/11/2019		
	Contract Amount:	\$2,397.00	PM #: 1091-H

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2019 and terminates December 31, 2019.
The value of this agreement is \$2,397.00.

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.

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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

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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

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

Diller Mechanical Services, LLC

Nate Diller
Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical
Services, LLC, ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2019.01.11 11:29:52 -07'00'

Signature

Date

Diller Mechanical Services, LLC

Signature

Date

Logan County Representative



315 Main St. Sterling, CO 80751
1/11/19
1091-H

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	2,100.00
<i>Preventive Maintenance Material Cost Per Year</i>	\$	297.35
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	2,397.00
<i>Semi-Annual Payment</i>	\$	1,198.00



Service Task Summary Equipment List/Schedule

Building: 315 Main St. Sterling, CO 80751

Date: 1/11/2019

PM #: 1091-H

Date: 1/11/2019

PM #: 1091-H

					Winter	Spring	Summer	Fall
						May-19		Nov-19
Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit				
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			10.00		10.00
Set Up, Report/Communication, & Travel Time per year			5.00					
Total PM Hours			25.00					
Condenser Cleaning Time			-					



315 Main St. Sterling, CO 80751
PREVENTIVE MAINTENANCE MATERIAL LIST
PM#: 1091-H
Date: 1/11/2019

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-H

Date: 1/11/2019

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 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

315 Main St. Sterling, CO 80751

PM#: 1091-H

Date: 1/11/2019

Standard Time and Material Rates for PM Customers

\$90.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$135.00 per hour plus materials

Standard Rates (non-contract customers)

\$100.00 per hour plus materials

Overtime Rates (non-contract customers)

\$150.00 per hour plus materials

Holiday Rates

\$180.00 per hour for contract customers

\$200.00 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

After Hours/Weekend Service & Emergencies

Call 303-775-8672

Time and Material Labor Rates are adjusted Jan. 1st 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

Proposal for:	Logan County Justice Center		
Contact:	Chance Wright	Proposal Created by:	Nate Diller
Company:	Logan County	Phone:	970-397-8362
Address:	315 Main St.	Email:	natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch:	720-438-7243
Phone:	970-520-9919		HVACservice@dillermechanical.com
Building Address:	Logan County Justice Center, 110 North Riverview Dr.		
Date:	1/11/19		
Contract Amount:	\$9,145.00	PM #:	1025-J

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2019 and terminates December 31, 2019. The value of this agreement is \$9,145.00.

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 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

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC,
ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2019.01.11 10:36:41 -0700

Signature

Date

Signature

Date

Diller Mechanical Services, LLC

Logan County Representative

Diller Mechanical Services, LLC 9250 Bruin Blvd. STE F&G / 720-438-7243 / www.dillermechanical.com
HVACservice@dillermechanical.com



Service Task Summary Equipment List/Schedule

Building: Logan County Justice Center, 110 North Riverview Dr.

Date: 1/11/2019

PM #: 1025-J

Dsign#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit	Winter	Spring	Summer	Fall
						May-19		Oct-19
1	RTU-1 Trane/ Courts Bldg.	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
2	RTU-2 Trane / Courts Bldg.	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
3	RTU-3 Trane / Courts Bldg.	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
4	RTU-4 Trane / Courts Bldg.	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
5	RTU-5 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
6	RTU-6 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
7	RTU-7 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
8	RTU-9 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
9	RTU-10 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
10	MUA-1 Reznor / Detention Bldg.	Mid Season	-	-				
		Seasonal	2.00	1.50		X	1.50	X 2.00
11	MUA-2 Reznor / Detention Bldg.	Mid Season	-	-				
		Seasonal	2.00	1.50		X	1.50	X 2.00
12	MUA-3 Aeon / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.00		X	2.00	X 1.50
13	MUA-4 Aeon / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.50		X	2.50	X 1.50
14	MUA-5 Trane / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.50		X	2.50	X 1.50



Service Task Summary Equipment List/Schedule

Building: Logan County Justice Center, 110 North Riverview Dr.

Date: 1/11/2019

PM #: 1025-J

PM #: 1025-J					Winter	Spring	Summer	Fall
						May-19		Oct-19
Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit				
MUA-6	Aaon / Detention Bldg.	Mid Season	-	-				
		Seasonal	1.50	2.50		X	2.50	X 1.50
Boiler-1	Bryan / Mech. Room	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
Boiler-2	Bryan / Mech. Room	Mid Season	-	-				
		Seasonal	3.00	3.00		X	3.00	X 3.00
Total Hours for quarterly maintenance			76.00			40.50		35.50
Set Up, Report/Communication, & Travel Time per year			10.00					
Total PM Hours			86.00					

Condenser Cleaning Time -



Logan County Justice Center, 110 North Riverview Dr.
PREVENTIVE MAINTENANCE MATERIAL LIST

PM#: 1025-J

Date: 1/11/2019

EQUIPMENT	MATERIAL DESCRIPTION	CHANGES PER YEAR	QUANTITY PER CHANGE	ANNUAL QUANTITY
Intellipak (4), Boilers (2)	Combustion Analyzer	6	1	6
Accommodations		2	3	6
Misc Items	Consumables,Rags, Grease, PPE	1	1	1



Logan County Justice Center, 110 North Riverview Dr.

PM#: 1025-J

Date: 1/11/2019

COMMENTS / NOTES / REVISIONS:

1. This maintenance proposal covers a check of components for proper operation 2 times per year for applicable equipment listed on the "Service Task Summary/Equipment List/Schedule" page.
2. DMS can modify this proposal to work with your budget, process needs and schedule. We can decrease/increase visits per year or number of checks performed 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 (\$88.50 per hour) 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.



Logan County Justice Center, 110 North Riverview Dr.

PM#: 1025-J

Date: 1/11/2019

Standard Time and Material Rates for PM Customers

\$90.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$135.00 per hour plus materials

Standard Rates (non-contract customers)

\$100.00 per hour plus materials

Overtime Rates (non-contract customers)

\$150.00 per hour plus materials

Holiday Rates

\$180.00 per hour for contract customers

\$200.00 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

After Hours/Weekend Service & Emergencies

Call 303-775-8672

Time and Material Labor Rates are adjusted Jan. 1st 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) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and ONEOK Elk Creek Pipeline, LLC 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): between S21/T6N/R54W & S28/T6N/R54W Logan County Colorado

_____ ; and

WHEREAS, Applicant desires to install and construct a 20-inch Natural Gas Pipeline, which will be located (Circle One): along, bore under, or trench across County Road 6, to benefit the above described premises; and create driveway access; 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 20-inch Natural Gas Pipeline, described above, in the right of way of County Rd 6, 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 2019.
- ☒ 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.

ROW2019-1
ONEOK Elk Creek Pipeline, LLC
Bore under CR 6 & Driveway Access
Sections 21 and 28-06-54

☒ Applicant hereby releases the County from any liability for damages caused by said 20-inch Natural Gas Pipeline, 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: _____

Owner #1 David S. Rodenberg Printed name David S. Rodenberg - The Colorado State Land Board
Signature
Owner #2 _____ Printed Name _____

Signature _____

Individual Right-of-Way Permit Applicant:

Martin L Hartung

Printed name _____

Signature _____

Address: 1235 S. Country Club Dr.

Colby, Kansas 67701

V# 10-08167 Ret. # 682

Application Fee Paid ✓ 1-16-2019

Date 07.24.2018

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)

LOGAN COUNTY, COLORADO



COUNTY ROAD 17

PROPOSED 20" PIPELINE

2,617' TO INTERSECTION

COUNTY ROAD 6

LOCATION OF ROAD BORE AT POINT (X) 2,617 FEET EAST OF THE INTERSECTION OF CR 6 AND CR 17, BEGINNING ON THE NORTH SIDE OF CR 6. AT THIS POINT ONEOK WILL BORE UNDER CR 6 IN A SOUTHEASTERLY DIRECTION.

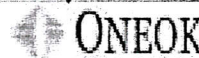
and create access driveway

ROW2019-1
ONEOK Elk Creek Pipeline, LLC
Bore under CR 6 & Driveway Access
Sections 21 and 28-06-54

REV NO	REVISION	BY	CHK	PM	DATE
A	ISSUE FOR PERMIT	JAA	CH		05/21/18

audubon
Plein Publishers

9000 E 42ND ST
TULSA, OK 74136
LICENSE NO. 3038



ELK CREEK PIPELINE
PROPOSED 20" PIPELINE
CROSSING
COUNTY ROAD 6

OWN BY	DATE	SCALE	PROJECT NUMBER	DRAWING NUMBER	REV
JAA	05/21/18	N.T.S.	018197	COLD RV28.CP.0785.00.01-P0	A

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and ONEOK ELK CREEK PIPELINE, LLC 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): NE 1/4 SEC: 28, TWN: 6N, R: 54W
LOGAN COUNTY, COLORADO; and

WHEREAS, Applicant desires to install and construct a 20" NGL'S Pipeline, which will be located (Circle One): along bore under or trench across COUNTY ROAD 17.7 to benefit the above described premises; and create driveway access; 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 20" NGL'S Pipeline, described above, in the right of way of COUNTY ROAD 17.7, 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 2019.
- ☒ 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.

ROW2019-2
ONEOK Elk Creek Pipeline, LLC
Bore under CR 17.7 & Driveway Access
NE 4 Section 28-06-54

☒ Applicant hereby releases the County from any liability for damages caused by said 20" NGL'S Pipeline, 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: _____

Owner #1 _____ Printed name _____
Signature _____

Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Jeff Terranova
Printed name _____

Jeff Terranova
Signature _____

Address: 1235 S. COUNTRY CLUB DR.
Colby, KS 67701

paid 1-22-2019 ✓ #10-18253
RCI.# 685

Application Fee Paid ✓

Date MARCH 15, 2018

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

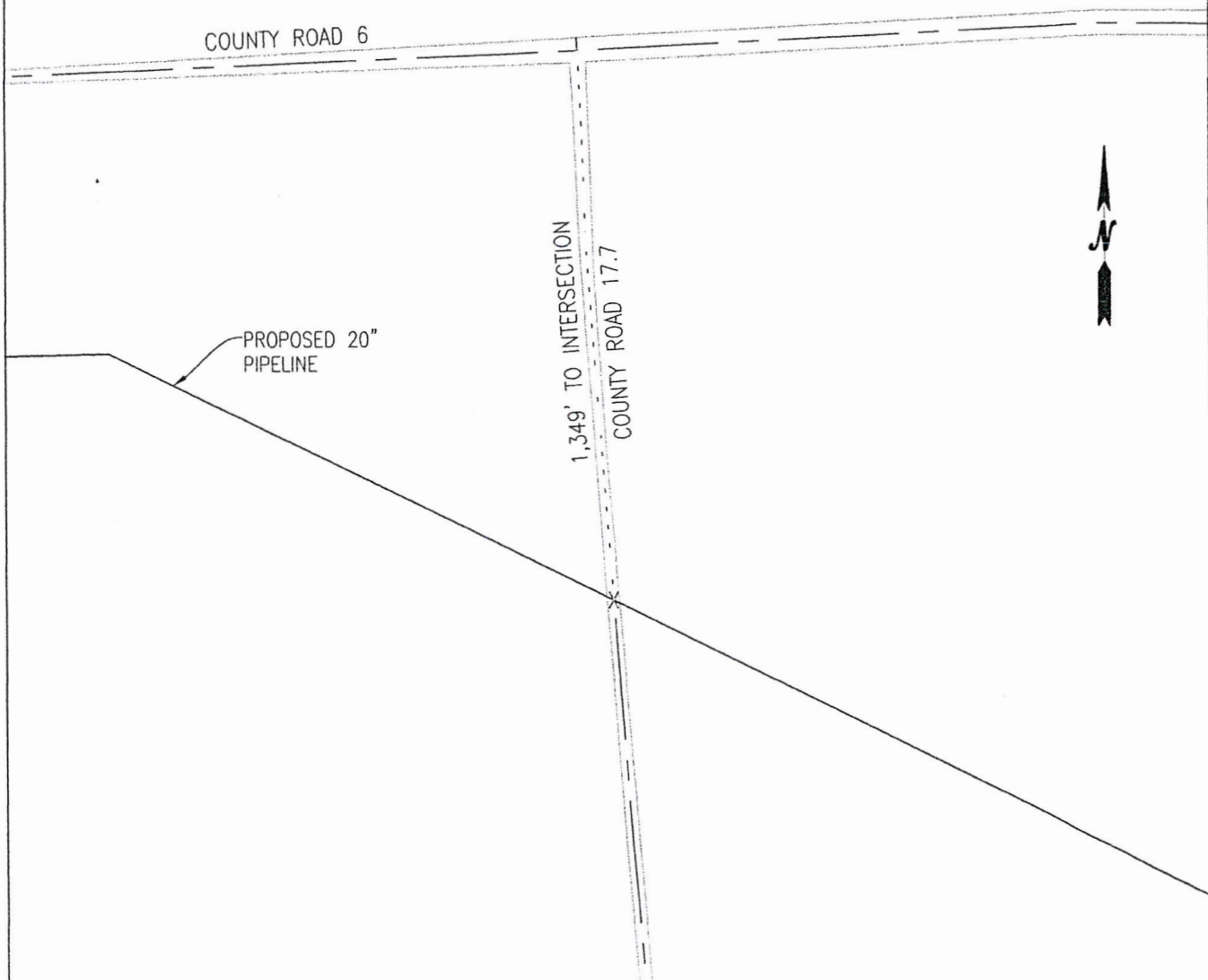
Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

ROW2019-2
ONEOK Elk Creek Pipeline, LLC
Bore under CR 17.7 & Driveway Access
NE 4 Section 28-06-54

LOGAN COUNTY, COLORADO



LOCATION OF ROAD BORE AT POINT (X) 1,349 FEET SOUTH OF THE INTERSECTION OF CR 17.7 AND CR 6, BEGINNING ON THE WEST SIDE OF CR 17.7. AT THIS POINT ONEOK WILL BORE UNDER CR 17.7 IN A SOUTHEASTERLY DIRECTION, *and create a driveway access.*

REV NO	REVISION	BY	CHK	PM	DATE
A	ISSUE FOR PERMIT	JJA		CH	03/01/18

audubon
Field Solutions

9920 E 42ND ST
TULSA, OK 74136
LICENSE NO. 7098

ONEOK

ELK CREEK PIPELINE

PROPOSED 20" PIPELINE
CROSSING
COUNTY ROAD 17.7

REV
A

ROW2019-2
ONEOK Elk Creek Pipeline, LLC
Bore under CR 17.7 & Driveway Access
NE 4 Section 28-06-54

RESOLUTION

NO. 2019 - 14

NORTHEAST AG INVESTMENTS, LLC MINOR SUBDIVISION

A RESOLUTION APPROVING THE FINAL PLAT FOR THE NORTHEAST AG MINOR SUBDIVISION LOCATED IN THE SW1/4 OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, Northeast Ag Investments, LLC has petitioned the Board of County Commissioners, Logan County, Colorado, to create a two (2) lot minor subdivision consisting of Lot 1, containing 2.07 acres, and Lot 2, containing 4.71 acres, all located within the following legally described property:

A tract of land lying in the Southwest Quarter of Section 27, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Commencing at a point 50 feet North and 33 feet West of the SE corner of the SW1/4 of Section 27, Township 8 North, Range 53 West of the 6th P.M., as a point of beginning; thence West 498.5 feet; thence North 330 feet; thence East 102 feet; thence South 175 feet; thence East 396.5 feet; thence South 155 feet, more or less, to the point of beginning.

And a tract of land being a part of the Southeast Quarter of the Southwest Quarter of Section 27, Range 53 West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Commencing at the Southeast corner of said SE1/4SW1/4 of Section 27, thence Northerly along the East Line of said SE1/4SW1/4 a distance of 205.0 feet; thence an angle left of 89°42' from the last described course and parallel with the South line of said SE1/4SW1/4 a distance of 190.5 feet to the true point of beginning; thence continuing on the last described course a distance 239.0 feet; thence an angle right of 89°42' from the last described course and parallel with the East line of said SE1/4SW1/4 a distance of 175.0 feet; thence an angle right of 90°18' from the last described course and parallel with the South line of SE1/4SW1/4 a distance of 0.5 feet; thence an angle left of 90°18' from the last described course and parallel with the East line of said SE1/4SW1/4 a distance of 330.0 feet; thence an angle right of 90°18' from the last described course and parallel with the South line of said SE1/4SW1/4 a distance of 396.0 feet; thence an angle right of 89°42' from the last described course and parallel with the East line of said SE1/4SW1/4 a distance of 330.0 feet; thence an angle right of 90°18' from the last described course and parallel with the South line of said SE1/4SW1/4 a distance of 157.5 feet; thence an angle left of 90°18' from the last described course and parallel with the East line of said SE1/4SW1/4 a distance of 175.0 feet to the point of beginning.

And a tract of land being a portion of the Southwest Quarter of Section 27, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, more particularly described as follows:

Beginning at the Southeast corner of the Southwest Quarter of said Section 27; thence Northerly along the East line of said Quarter Section a distance of 205 feet; thence Westerly along a line parallel to the South line of said Section 16.5 feet to the True Point of Beginning; thence continuing Westerly along last said line 173.5 feet; thence Northerly along a line parallel with the East Quarter Section line, 175 feet; thence Easterly along a line parallel with the South line of said Section, 173.5 feet; thence Southerly 175 feet to the True Point of Beginning, excepting the East

16.5 feet thereof as previously dedicated to the County of Logan for road purposes;
and

WHEREAS, Northeast Ag Investments, LLC has, as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and subdivided the same into lots under the name and style of Northeast Ag Minor Subdivision in the SW1/4 of Section 27, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the above-described parcel consists of a 6.78 acre tract located in the "CH", Commercial Highway District and Agricultural District, and all notices and posting requirements for hearing on Preliminary and Final Minor Subdivision applications were properly given, and the statements of interested parties were received; and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final application submitted by Northeast Ag Investments, LLC, after reviewing the application, studying the staff review, and taking testimony at its regular meeting on December 18, 2018. The Chairman of the Logan County Planning Commission approved and signed the Final Plat on January 25, 2019.

NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. §30-28-133 and the Logan County Subdivision Regulations, the application for minor subdivision submitted by Northeast Ag Investments, LLC to divide a 6.78 acre parcel into two (2) lots on the above described property, as platted and shown on the Final Plat attached hereto, is hereby approved, provided that: 1) no further subdividing of the above described parcels shall occur without the prior approval of the Board of County Commissioners; 2) the 2.01 acre parcel known as Lot 1 may not be conveyed to any other persons or entities for uses other than a broadband or similar tower facility unless a sufficient water source consistent with the intended use is legally established.

Done on Tuesday, the 29th day of January, 2019.

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

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

(Aye)(Nay)
Byron H. Pelton

(Aye)(Nay)
Jane Bauder

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, in regular session on the 29th day of January, 2019.

County Clerk and Recorder

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

FORM 5. APPLICATION FOR FINAL PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 11/14/2018

Major _____

Minor X

1. Name of Subdivision Northeast Ag
2. Name of Applicant Rick Barker Phone 970-768-6464
Address 32 Cooper Ct. Fort Morgan Co 80701
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent n/a Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Northeast Ag Investments LLC Phone 970-580-5078
Address 106 Juniper Dr. Sterling Co 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Engineer Nello Corporation Vice Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Lebert M. Attee & Associates Phone 970-522-1960
Address PO Box 442 Sterling Co 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Al Vucero Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Location: on the S side of CR 28.1
_____ Feet West of CR 31 5/10
(Direction) (Street)
9. Postal Delivery Area 80751 School District RE-1
10. Total Acreage 2 Zone CH Number of Lots 2
11. Tax Map Designation: Article 2038 Lot(s) 1

NORTHEAST AG, LLC
Mountain Tower &
2018 Minor Subdiv. & Variance
6.78 acres SW4 27-08-53

12. Has the Board of Adjustment granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name Yes, VAR2019-1 NE Colorado Cellular, Inc

13. Date of sketch plat approval nta

14. Date of preliminary plat approval 1-15-2019

15. Have any changes been made since this plat was last before the Commission? No

List all contiguous parcels in the same ownership:

Section/Township/Range Near Lot(s)

Attached hereto is an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the prior owner of the property, and the date the Deed of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s)].

The applicant hereby consents to the provisions of §30-28-133, 30-28-133.1 or 30-28-137. Any applicable time periods may be extended by the county to receive a recommendation from any agency to which a plat has been referred or providing that the decision of the Planning Commission shall be made within sixty (60) days after the first meeting of the Planning Commission where the plan or plat was referred pursuant to § 30-28-136, but such extension shall not exceed thirty (30) days unless the agency has notified the county that it will require additional time to complete its recommendation.

STATE OF COLORADO)
) SS:
COUNTY OF LOGAN)

I, Rick Bailey hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

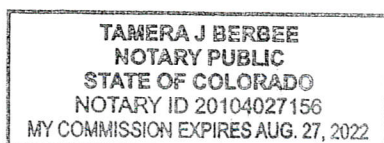
(Signature) [Signature]

Mailing Address 32 Cooper Ct.

Fort Morgan (Street)
(County) CO (State) 80201 (Zip Code)

Subscribed and sworn to before me this day of November 13th 2018

MY COMMISSION EXPIRES: 8-27-2022 Tamera J. Berbee



NORTHEAST AG, LLC
Mountain Tower &
2018 Minor Subdiv. & Variance
6.78 acres SW4 27-08-53

FOR COUNTY USE:

Application Fee: One hundred dollars (\$100.00) *pd 11-16-2018 ✓ #617364 Ret. 659*

Recording Fee: Thirteen dollars (\$13.00)

Date of Planning Commission: *January 15, 2018*

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of Subdivision Final Plat Approval: _____


Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Final Plat Approval: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

NORTHEAST AG, LLC
Mountain Tower &
2018 Minor Subdiv. & Variance
6.78 acres SW4 27-08-53

Untitled

Map

Write a description for your map.

Legend

- New driveway location
- Quality Equipment & Service, Inc.
- Sterling DT West tower site
- Sterling West parcel

New driveway location

Sterling DT West tower site

Co Rd 31 5/10

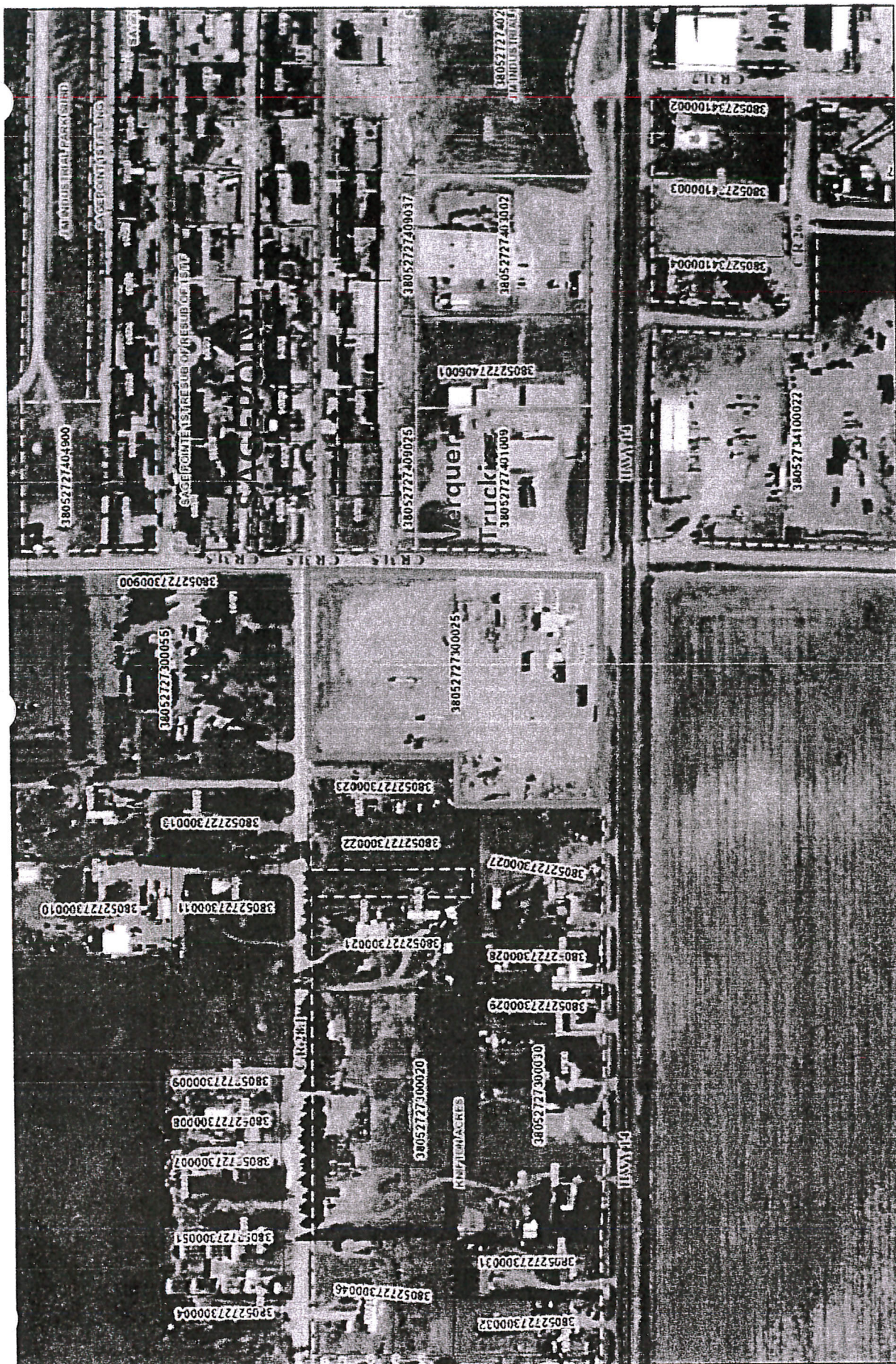
Google Earth

© 2018 Google

W Hwy 14

500 ft





AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Mountain Tower & Land 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): SW 1/4 Sec. 37, T 8 N, R 53 W; and

WHEREAS, Applicant desires to install and construct a driveway, which will be located (Circle One): along bore under, or trench across CR 28.1, 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 driveway, described above, in the right of way of CR 28.1, 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 11-10-2019.
- ☒ 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.

MOUNTAIN LAND & TOWER
ROW 2019-3 Driveway Access
SW4 Section 37-08-53

☒ Applicant hereby releases the County from any liability for damages caused by said creating driveway, 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: _____

Owner #1

Signature Printed name _____

Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:

Rock Barlow - Mountain Tower Land LLC
Printed name _____

Signature

Address: 32 Cooper St.
Fort Morgan, CO
80701

Application Fee Paid ✓ Pct: #658

Date 11-15-2018 ✓ #617364

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

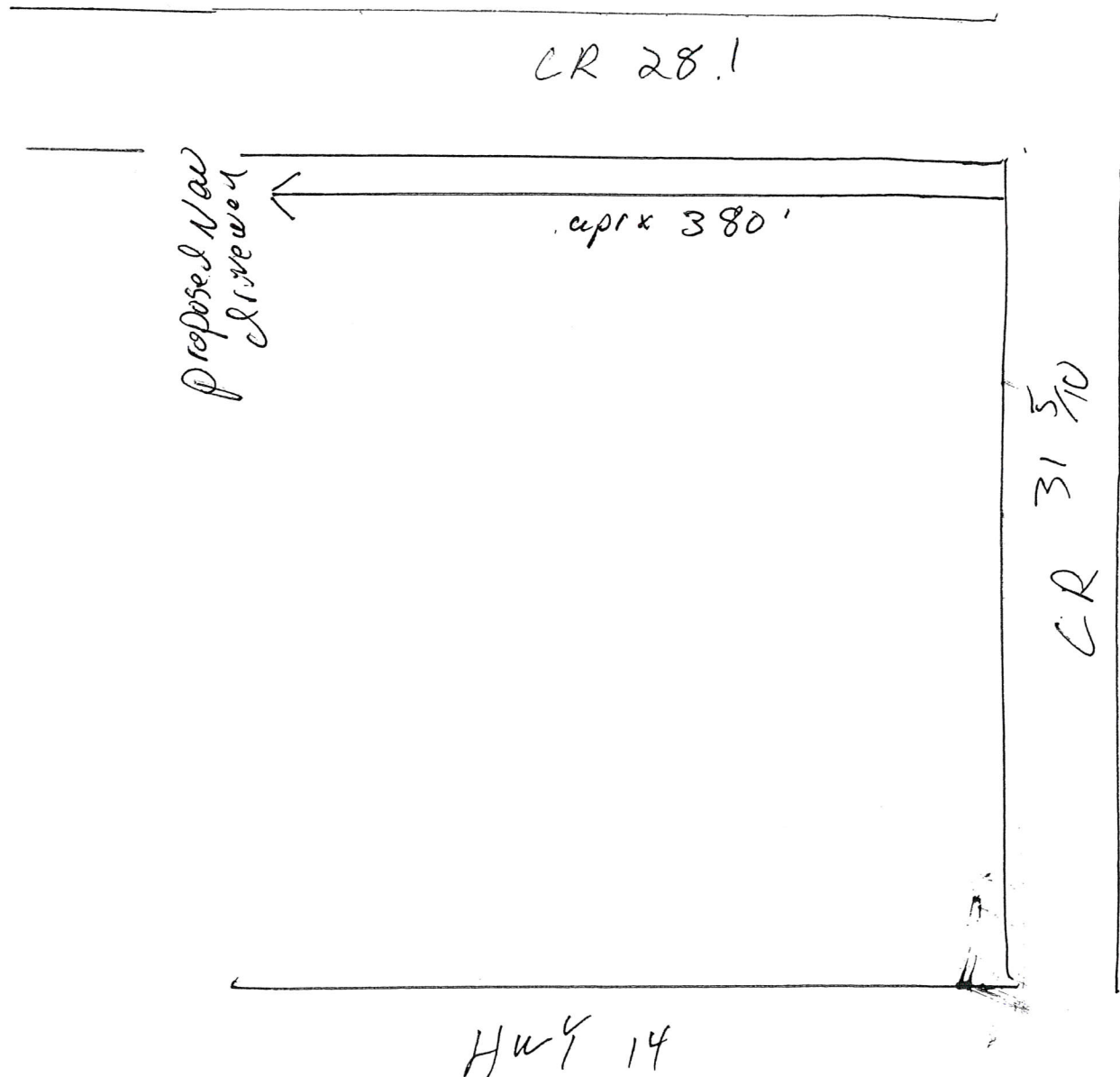
Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

MOUNTAIN LAND & TOWER
ROW 2019-3 Driveway Access
SW4 Section 37-08-53

Driveway access on South side
of C.R. 28.1, approximately 380 ft.
West of the intersection of C.R. 31.5
and C.R. 28.1.



RESOLUTION

No. 2019-13

A resolution of the Board of County Commissioners of Logan County, Colorado, cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments.

WHEREAS, tax liens on certain severed mineral interests were sold for nonpayment of delinquent ad valorem property taxes, as identified in the attached Exhibit A, and subsequently accrued taxes have been paid by the tax lien certificate holders; and

WHEREAS, the tax liens identified in Exhibit A should not have been sold at the tax sale because they involved incorrectly identified and assessed severed mineral interests; and

WHEREAS, all tax lien certificate holders have been advised of the errors and have assigned their interests in the tax liens to Logan County in order to provide a means to correct the inaccurate assessments; and

WHEREAS, C.R.S. §39-12-111, provides that when, by mistake or error of the treasurer, county clerk and recorder, or assessor or from double assessment, a tax lien has been sold on land upon which no tax was due at the time, the county shall reimburse the purchaser the amount paid in connection with the purchase of the tax lien, together with interest at a rate equal to the two percentage points above the discount rate or 8% per annum, whichever is greater.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, as follows:

1. The tax lien certificate holders listed on Exhibit A have been reimbursed for the purchase price and subsequent taxes from the various funds to which the tax payments were originally distributed together with statutory interest pursuant to C.R.S. §39-12-111, and further, all certificate holders listed on Exhibit A have assigned all their right, title and interest in the tax lien certificates to Logan County.
2. The tax sale certificates shown on Exhibit A are hereby cancelled.
3. The taxes assessed on the severed mineral interests for the tax years shown on Exhibit A are hereby cancelled and abated pursuant to C.R.S. §§39-11-107 and 39-10-114 because the mineral interests were incorrectly assessed.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on 29th of January A.D., 2019.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN AND
STATE OF COLORADO

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

(Aye) (Nay)
Byron H. Pelton

(Aye) (Nay)
Jane Bauder

EXHIBIT

A

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HLDER	REASON FOR ABATE	TAX PAID	FEES PAID	INTEREST	TOTAL REFUND W/INT	TREAS CHECK #	FINANCE CHECK #
273	2008	3M026704100002	133	GLEASON, WILLIAM H. & ELVA A.	3K'S LLC	INCORRECT PERCENTAGE SHOULD BE .25 NOT .3750	\$ 17.58	\$ -	\$ 8.45	\$ 26.03	1063	106782
234	2013	3M023132300021	504	MCMILLIN, LYNN K	BAUDER, DARREN	DELETED - PER RESEARCH NO INTEREST IN CHAIN OF TITLE	\$ 1.47	\$ 26.00	\$ 11.24	\$ 60.71	1177	107284
804	2010	3M052904300004	122	LANSDEN, JILL WILSON GST	BUCHLEITER, ROY JR TRUST B	INCORRECT PERCENTAGE; DELETED; NEW PARCEL 3M0529044000080	\$ 46.29	\$ 39.34	\$ 32.07	\$ 117.70	1064	106899
272	2013	3M027915100015	506	SHAKESPEARE, GWENDOLYN SUE	CERVI, BINION	DOUBLE ASSESSED	\$ 8.85	\$ 31.00	\$ 7.30	\$ 47.15	1065	106788
225	2015	3M048320200008	113	DERBY, LARRY M	CUCAROLA, GREGORY J	DELETED - PER RESEARCH NO INTEREST IN CHAIN OF TITLE	\$ 1.58	\$ 24.40	\$ 1.91	\$ 27.89	1176	107293
287	2015	3M048320200025	113	HORN, LYLE CURTIS	CUCAROLA, GREGORY J	DELETED - INCORRECT INTEREST, NEW PARCEL #3M0483202000053	\$ 0.88	\$ 24.40	\$ 1.85	\$ 27.13		
273	2013	3M048320200032	113	SHUFFIELD, GLADYS	CUCAROLA, GREGORY J	DELETED - PER RESEARCH NO INTEREST IN CHAIN OF TITLE	\$ 2.66	\$ 34.40	\$ 7.51	\$ 44.57		
393	2015	3M048320200035	113	WEINSTEIN, MARILYN BACK TRUST	CUCAROLA, GREGORY J	DELETED - PER RESEARCH NO INTEREST IN CHAIN OF TITLE	\$ 0.88	\$ 24.40	\$ 1.85	\$ 27.13		
186	2012	3M047919100011	104	BOWMAN, HARRY ESTATE	EARNHART, MARK ERICKSON, CHARLES WILLIAM ESTATE	DELETED - INCORRECT ASSESSED OWNER	\$ 2.55	\$ 31.00	\$ 179.27	\$ 637.82	1202	107462
254	2013	3M048117300002	104	ROBIN OIL & GAS CORP INC	WILLIAM ESTATE	STRANGER TO TITLE TERM RESERVATION EXPIRED.	\$ 37.97	\$ 39.34	\$ 35.91	\$ 113.22	1067	106810
222	2009	3M026911200006	133	LUCAS, LUTHER TRUST	ETL, GREG & DEBBIE	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52	1167	107348
186	2008	3M023104300001	504	FEHRINGER, BRIANA	FEHRINGER, THOMAS J	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52		
292	2008	3M023104300005	504	JESSEN, SHARON S	FEHRINGER, THOMAS J	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52		
189	2008	3M023104300007	504	FEHRINGER, STEVEN P	FEHRINGER, THOMAS J	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52		
188	2008	3M023104300006	504	FEHRINGER, ROSE MARY	FEHRINGER, THOMAS J	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52		
187	2008	3M023104300004	504	FEHRINGER, JULIE A	FEHRINGER, THOMAS J	DELETED - TERM RESERVATION EXPIRED	\$ 1.97	\$ 34.34	\$ 21.21	\$ 57.52		
217	2010	3M073126200001	407	KERSCHNER, FRANCIS L	KURTZER, LINDA K	FRANCIS DIED, SPLIT BETWEEN 3 DAUGHTERS	\$ 12.58	\$ 24.34	\$ 19.94	\$ 56.86	1069	106822
92	2008	3M048315200046	113	INSKEEP, VERN E ESTATE	NDRTHERN, CHRIS	ASSESSED INCORRECTLY WAS 0068 SHOULD BE .0039	\$ 3.73	\$ -	\$ 0.19	\$ 3.92	1070	106795

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX PAID	FEES PAID	INTEREST	TOTAL REFUND W/INT	TREAS CHECK #	FINANCE CHECK #
144	1995	3M052909400021	122	MCCLDOWNNEY, ELOISE M.	OLIVER, DENNIS	INCORRECT PERCENTAGE SOLD - SHOULD BE .009375 NOT .5	\$ 251.69	\$ -	\$ 252.92	\$ 504.61	1071	106805
145	1995	3M052910200003	122	MCCLDOWNNEY, ELOISE M.	OLIVER, DENNIS	INCORRECT PERCENTAGE SOLD - SHOULD BE .009375 NOT .5	\$ 510.79	\$ -	\$ 516.12	\$ 1,026.91		
160	1996	3M052922300001	104	SMITH, BRENT R	OLIVER, DENNIS	INCORRECT PERCENTAGE SOLD - SHOULD BE .031250 NOT 1.0	\$ 446.65	\$ -	\$ 425.97	\$ 872.62		
143	1995	3M052904400004	122	MCCLDOWNNEY, ELOISE M.	OLIVER, DENNIS	INCORRECT PERCENTAGE SOLD - SHOULD BE .009375 NOT .5	\$ 252.05	\$ -	\$ 253.04	\$ 505.09		
170	2008	3M052906100002	401	COTTER, BRIAN L	OLIVER, DENNIS	PARCEL HAS BEEN IN PRODUCTION SINCE THE 1980'S	\$ 5.42	\$ 24.34	\$ 18.25	\$ 48.01		
126	2008	3M027530100026	106	ATCHINSON, CHAS	OLIVER, DENNIS	ASSESSED OWNER OWNS NO MINERAL RIGHTS	\$ 3.23	\$ 39.34	\$ 23.79	\$ 66.36		
127	2008	3M027530400003	106	ATCHINSON, CHAS	OLIVER, DENNIS	ASSESSED OWNER OWNS NO MINERAL RIGHTS	\$ 3.23	\$ 39.34	\$ 23.79	\$ 66.36		
563	2008	3M027530400019	106	WINSLOW, DONALD C.	OLIVER, DENNIS	INCORRECT PERCENTAGE SHOULD BE .03125 NOT .0521	\$ 2.59	\$ -	\$ 1.30	\$ 3.89		
177	2008	3M027532300004	106	DREYFUS, LYNN ALAN	OLIVER, DENNIS	INCORRECT PERCENTAGE SHOULD BE .0625 DELETED - INCORRECT INTEREST, NEW PARCEL	\$ 3.91	\$ -	\$ 1.87	\$ 5.78		
255	2013	3M023132300017	5D4	RDPER, DOROTHY D	RUTAR, PATRICK J	#3M023132200016	\$ 44.80	\$ 31.00	\$ 21.66	\$ 130.46	1173	107328
248	2013	3M023132300016	504	PIPER, DONALD WOLL	RUTAR, PATRICK J	DELETED - PER RESEARCH NO INTEREST IN CHAIN OF TITLE PARCEL HAS ALREADY BEEN DEEDED TO ROXIE L SIMMS	\$ 7.68	\$ 31.00	\$ 12.71	\$ 73.39		
185	2013	3M027527100005	106	DAVIS, LOWELL C	SIMMS, ROXIE L	INCORRECT ASSESSED OWNER	\$ 0.86	\$ 21.00	\$ 4.81	\$ 26.67	1074	106838
285	2013	3M027527200008	106	WILLIAMS, VR	SIMMS, ROXIE L	INCORRECT ASSESSED OWNER	\$ 6.23	\$ 36.00	\$ 7.20	\$ 49.43	1171	107337
467	2008	3M051917200001	303	RECORD, RUSH H	SONNENBERG, LOWELL	LIEN FOR PROPERTY IN 17-08 49 BUT ASSESSED OWNER OWNS IN 17-9-49	\$ 3.15	\$ 39.34	\$ 23.83	\$ 66.32	1075	106823
806	2010	3M053121300003	407	WILSON, JILL LANSDEN GST	SOUTH FORK CATTLE CO	INCORRECT PERCENTAGE SHOULD BE .0033 NOT .2604	\$ 16.41	\$ -	\$ 5.11	\$ 21.52	1076	106845
808	2010	3M053127400006	407	WILSDN, JILL LANSDEN GST	SOUTH FORK CATTLE CO	INCORRECT PERCENTAGE SHOULD BE .0606 NOT .5208	\$ 58.92	\$ -	\$ 18.67	\$ 77.59		

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED DWNER	CERT HOLDER	REASON FOR ABATE	TAX PAID	FEES PAID	INTEREST	TOTAL REFUND W/INT	TREAS CHECK #	FINANCE CHECK #
809	2010	3M053128200002	407	WILSON, JILL LANSDEN GST	SOUTH FORK CATTLE CO	INCORRECT PERCENTAGE SHOULD BE ZERO NOT .1302	\$ 3.94	\$ 44.34	\$ 18.16	\$ 66.44		
164	2013	3M053122200009	407	BARTLETT, CARMEN	SOUTH FORK CATTLE CO	INCORRECT ASSESSED	\$ 3.09	\$ 69.61	\$ 7.23	\$ 79.93	1169	107343
165	2013	3M053122300015	407	BARTLETT, CARMEN	SOUTH FORK CATTLE CO	INCORRECT ASSESSED	\$ 3.09	\$ 69.60	\$ 7.23	\$ 79.92		
163	2013	3M053115300005	407	BARTLETT, CARMEN	SPRINGER, JOHANNA	INCORRECT ASSESSED	\$ 2.34	\$ 31.00	\$ 9.00	\$ 52.34	1175	107306
121	2012	3M027521400026	504	FRITZLER, ALEXANDER	SUNSET RANCH CO LLC	DOUBLE ASSESSED- abated for 2 years of taxes	\$ 1.49	\$ 26.00	\$ 7.94	\$ 35.43	1077	106848
105	2013	3M047919100008	104	BOWMAN, HARRY ESTATE	WERNSMAN, BRET	DELETED	\$ 1.74	\$ 26.00	\$ 8.01	\$ 35.75	1078	106792
106	2013	3M047919100026	104	BOWMAN, HARRY ESTATE	WERNSMAN, BRET	DELETED	\$ 1.74	\$ 29.40	\$ 9.03	\$ 40.17		
270	2011	3M073127400001	409	SKOOG, ALICE H	WERNSMAN, TED	INCORRECT OWNER	\$ 26.19	\$ 36.00	\$ 173.36	\$ 635.55	1168	107346
		3M047722300005	104	KYLE, JEAN		RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 8.72	\$ -	\$ 3.87	\$ 12.59	1079	106814
		3M04772200003	104	KYLE, JEAN		INCORRECT - PLOG	\$ 10.52	\$ -	\$ 5.46	\$ 15.98		
		3M047734100007	104	KYLE, JEAN		RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 9.04	\$ -	\$ 4.14	\$ 13.18		
		3M047734300022	104	KYLE, JEAN		INCORRECT - PLOG	\$ 18.26	\$ -	\$ 11.77	\$ 30.03	1174	107321
		3M027527200007	106	MITTON FAMILY LLC		INCORRECT ASSESSED	\$ 15.06	\$ -	\$ 5.48	\$ 20.54	1174	107321
		3M047722300007	104	PLOG, ARCHIE O BENEFICIARY ESTATE		INCORRECT - PLOG	\$ 8.74	\$ -	\$ 3.73	\$ 12.47	1080	106785
		3M047727200005	104	PLOG, ARCHIE O BENEFICIARY ESTATE		RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 10.54	\$ -	\$ 5.29	\$ 15.83		
		3M047734100009	104	PLOG, ARCHIE O BENEFICIARY ESTATE		INCORRECT - PLOG	\$ 9.06	\$ -	\$ 4.01	\$ 13.07		
		3M047734300024	104	PLOG, ARCHIE O BENEFICIARY ESTATE		INCORRECT ASSESSED	\$ 18.26	\$ -	\$ 11.45	\$ 29.71		
		3M027527200003	106	SKETERS COMPANY LTD		INCORRECT ASSESSED	\$ 15.00	\$ -	\$ 5.36	\$ 20.36	1170	107341

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX PAID	FEES PAID	INTEREST	TOTAL REFUND W/INT	TREAS CHECK #	FINANCE CHECK #
		3M04772300009	104	WAREHIME, WILLA RAE		INCORRECT - PLOG RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 9.70	\$ 102.57	\$ 44.11	\$ 156.38	1081	106857
		3M047727200007	104	WAREHIME, WILLA RAE		INCORRECT - PLOG RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 13.87	\$ 105.87	\$ 47.09	\$ 166.83		
		3M047734100011	104	WAREHIME, WILLA RAE		INCORRECT - PLOG RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 10.46	\$ 103.25	\$ 44.68	\$ 158.39		
		3M047734300026	104	WAREHIME, WILLA RAE		INCORRECT - PLOG RESERVATION EXPIRED & MINERALS WENT TO BUDIN	\$ 24.46	\$ 111.31	\$ 54.23	\$ 190.00		
							\$ 2,726.02	\$ 2,994.97	\$ 912.00	\$ 10,157.53		

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX PAID	FEES PAID	INTEREST	TOTAL REFUND W/INT	TREAS CHECK #	FINANCE CHECK #
9693	1994	3M027733400097	104	WHITE, ROBIN NEILL	COUNTY HELD	BREAK IN CHAIN - NEED TO ASSIGN TO COUNTY \$ HAS BEEN RETURNED						
227	1997	3M027733300095	104	WHITE, DARCY MCDONALD	COUNTY HELD	BREAK IN CHAIN - NEED TO ASSIGN TO COUNTY \$ HAS BEEN RETURNED						
9694	1994	3M047904100010	104	WHITE, ROBIN NEILL	COUNTY HELD	BREAK IN CHAIN						
9697	1994	3M047904200012	104	WHITE, ROBIN NEILL	COUNTY HELD	BREAK IN CHAIN						
9699	1994	3M047905100004	104	WHITE, ROBIN NEILL	COUNTY HELD	BREAK IN CHAIN						
227	1997	3M027733300095	104	WHITE, DARCY MCDONALD	COUNTY HELD	BREAK IN CHAIN						
9693	1994	3M027733400097	104	WHITE, DARCY MCDONALD	COUNTY HELD	BREAK IN CHAIN						
179	2009	3M027115300002	137	ENERGY OIL & GAS INC	COUNTY HELD	IN PRODUCTION OFF IN 2016 INCORRECT PERCENTAGE;						
145	1998	3M048320200028	113	KOLB, ROBERT C	COUNTY HELD	DELETED; NEW PARCEL 3M048320200053						
202	2002	3M048320200026	113	KOLB, BEVERLY J	COUNTY HELD	DELETED - ND CHAIN OF TITLE						
132	2005	3M073335400003	411	HALL, MARTHA R	COUNTY HELD	OVERRIDE - DELETED FOR 2017						

CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 15th day of January, 2019 by and between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to as "CIC") and Logan County, Colorado (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code; (iii) related documentation, information and derivative works; (iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (vi) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of CIC and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and nonexclusive right and license to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and Enhancements, if any, as are generally released by CIC to all customers from time to time.

5. PROPRIETARY DATA / CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. WARRANTY AND LIMITATION OF REMEDY. CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

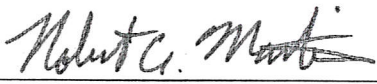
8. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: _____
Logan County, CO

EXHIBIT A

Computer Software Products

Employee Portal – Unlimited Paystub Inquiry – Internet or Intranet

Exhibit – B#1309-18-02

Annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 2018

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Net</u>
Software/Transition		
Employee Portal – Unlimited Paystub Inquiry – Internet or Intranet		
Software	1	\$595.00
Data Translation – 100% Remote (2 Hours)	1	210.00
Installation / Training – 100% Remote (2 Hours)	1	210.00
Enhancements	1	45.00
Support	1	165.00
TOTAL PRODUCTS / SERVICES NET PRICE		\$1,225.00

EXPENSES

Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

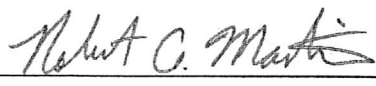
Mail a signed copy of this Exhibit along with your initial payment of \$612.50 to 2843 31st Avenue, Greeley, Colorado 80631.

Your final payment of \$612.50 will then be due and payable upon our satisfactory delivery of the Products / Services.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within ninety (90) days after CIC's receipt of the signed Exhibit and initial payment.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: 
Computer Information Concepts, Inc.

By: _____
Customer

1/16/19
Exhibit Date

Acceptance Date