



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, July 18, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the July 11, 2023, meeting.

Acknowledgement of the receipt of the Treasurer's semi-annual financial report for the period January 1, 2023 through June 30, 2023.

Acknowledge receipt of the Public Trustee's Quarterly Report for the Second Quarter, 2023.

Acknowledge receipt of the Sheriff's Fee Report for the month of June, 2023.

Acknowledge the receipt of the Landfill Supervisor's report for the month of June 2023.

Unfinished Business

Consideration of the award of the bid for the construction of Logan County Bridge Replacement Project LOG 93-60.5-243 located on Logan County Road 93 between State Highway 138 and Interstate 76 east of Crook, Colorado.

New Business

Consideration of the approval a Logan County Lodging Tax Board Project on behalf of the Sterling Lions Club for the 5th Annual Lions Club Shootout in the amount of \$1,000.00.

Consideration of the approval of a proposal from Silicon Plains to migrate Logan County's data from the CIC server farm to the on-premise VM that can be secured and managed on site.

Consideration of the approval of Exhibit – B#1309-23-03 to an annual Peopeware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October, 2022 to migrate all CIC programs from CIC Cloud to In-house County Provided Server.

Consideration of the approval of an agreement between Logan County and Sitewise and issuance of Right of Way Permit Number 2023-8 for use of the County Right of Way potholed on County Roads 37, Corene Road, Greenway Drive and Summit Drive for five, 17-lb. anodes on the gas main.

Consideration of the approval of Resolution 2023-23 cancelling certain tax sale certificates

that were either issued in error as a result of erroneous assessments or involve personal property taxes that are deemed to be uncollectible.

Consideration of the approval of a contract between Logan County and Buildings by Design to provide all materials, supplies, equipment, services and labor necessary for construction of a 100' x 80' steel building addition to the Logan County Fairgrounds Exhibit Center at the Logan County Fairgrounds.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, August 1, 2023, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

July 11, 2023

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

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Administrative Support Specialist
Debbie Unrein	Logan County Finance
Jeff Reeves	Logan County Road & Bridge
Marilee Johnson	Logan County Public Information Officer

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 5, 2023, meeting.

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

Chairman Sonnenberg continued with New Business:

The Board opened bids for the construction of Logan County Bridge Replacement Project LOG 93-60.5-243 located on Logan County Road 93 between State Highway 138 and Interstate 76 east of Crook, Colorado.

- | | |
|--|----------------|
| • American Civil Constructors, Inc. dba
ACC Mountain West | \$5,164,000.01 |
| • Lobato Construction, LLC | \$4,240,000.00 |
| • Sema Construction, Inc. | \$4,447,354.60 |
| • Myers & Sons Construction, LLC | \$4,978,352.20 |
| • Structures, Inc. | \$4,578,830.98 |
| • Zak Dirt, Inc. | \$4,690,989.40 |

Commissioner McBride moved to accept the bids and refer them to Jeff Reeves of Logan County Road and Bridge for review and recommendation. Commissioner Brownell seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, July 18, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting was adjourned at 9:33 a.m.

Submitted by:

Jennifer Crow
Administrative Support Specialist

Approved: July 18, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER
 JANUARY 1, 2023 THRU JUNE 30, 2023

FUND	BALANCE (1/1/23)	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	BALANCE (6/30/23)
01 - GENERAL FUND	\$12,886,254.55	\$6,060,172.28	(\$7,042,031.25)	\$11,904,395.58
04 - ROAD & BRIDGE FUND	\$8,307,771.37	\$5,038,110.48	(\$2,840,004.74)	\$10,505,877.11
05 - CITY OF STERLING	\$14,089.96	\$1,758,450.39	(\$1,567,610.03)	\$204,930.32
06 - FLEMING	\$636.96	\$68,959.52	(\$65,137.62)	\$4,458.86
07 - PEETZ	\$408.01	\$45,405.52	(\$41,626.62)	\$4,186.91
08 - CROOK	\$276.44	\$21,746.92	(\$20,870.21)	\$1,153.15
09 - MERINO	\$20,446.18	\$32,776.85	(\$37,063.06)	\$16,159.97
10 - LODGING TAX TOURISM FUND	\$163,386.59	\$51,527.39	(\$69,106.39)	\$145,807.59
12 - STERLING R&B	\$1,192.62	\$2,374.08	(\$1,192.62)	\$2,374.08
13 - FLEMING R&B	\$25.64	\$110.00	(\$25.64)	\$110.00
14 - PEETZ R&B	\$12.29	\$96.00	(\$12.29)	\$96.00
15 - CROOK R&B	\$7.91	\$56.12	(\$7.91)	\$56.12
16 - MERINO R&B	\$1,576.41	\$88.50	\$0.00	\$1,664.91
17 - CONTINGENT	\$701,999.55	\$0.00	\$0.00	\$701,999.55
18 - ILIFF R&B	\$8.57	\$72.50	(\$8.57)	\$72.50
19 - ILIFF	\$221.60	\$16,714.13	(\$17,765.80)	(\$830.07)
20 - TELEVISION TRANSLATOR FUND	\$118,566.62	\$36,392.10	(\$41,493.20)	\$113,465.52
21 - PILT DISTRIBUTION	\$0.00	\$0.00	\$0.00	\$0.00
23 - CAPITAL EXPENDITURES FUND	\$1,074,989.10	\$826,696.92	(\$431,288.52)	\$1,470,397.50
24 - SALES & USE TAX CAPTL IMPROV	\$5,272,869.34	\$1,073,478.96	(\$1,622,772.80)	\$4,723,575.50
25 - SOLID WASTE DISPOSAL FUND	\$2,631,186.73	\$1,739,815.72	(\$409,847.38)	\$3,961,155.07
26 - LC FAIR FUND	\$242,051.19	\$273,832.00	(\$49,956.81)	\$465,928.38
27 - CONSERVATION TRUST FUND	\$358,238.44	\$48,667.64	(\$5,673.28)	\$401,232.80
28 - SPWC	\$1,736.15	\$201,647.99	(\$167,488.92)	\$35,895.22
29 - AMBULANCE SERVICE FUND	\$95,677.89	\$387,700.93	(\$392,788.48)	\$90,590.34
30 - LOGAN COUNTY PEST FUND	\$307,048.59	\$169,050.34	(\$135,236.57)	\$340,862.36
31 - STERLING FIRE	\$7,145.14	\$824,397.73	(\$662,139.68)	\$169,403.19
32 - CROOK FIRE	\$2,297.44	\$266,380.90	(\$246,064.91)	\$22,613.43
33 - PEETZ FIRE	\$1,518.06	\$185,725.22	(\$164,430.94)	\$22,812.34
34 - HAXTUN FIRE	\$388.56	\$41,216.29	(\$38,400.86)	\$3,203.99
35 - HAXTUN FIRE PENSION	\$24.26	\$2,572.84	(\$2,397.09)	\$200.01
36 - FLEMING FIRE	\$935.54	\$107,224.99	(\$88,869.46)	\$19,291.07
37 - STERLING URBAN RENEWAL AUTH	\$0.00	\$575,155.42	(\$496,618.47)	\$78,536.95
38 - BOND & INT	\$0.00	\$45,409.18	\$0.00	\$45,409.18
40 - ASSURANCE	\$753.69	(\$249.72)	\$249.84	\$753.81
41 - TAYLOR GRAZING ACT	\$758.06	\$0.00	\$0.00	\$758.06
42 - U.S. MINERAL LEASES	\$0.00	\$0.00	\$0.00	\$0.00
43 - SPEC O TAX CLASSES ABCD&F	\$0.00	\$505,075.03	(\$186,955.04)	\$318,119.99
44 - CLERK ACCOUNT	\$447,745.83	\$1,666,114.55	(\$1,568,042.61)	\$545,817.77
45 - CLERK E RECORDING	\$0.00	\$1,926.00	(\$30.00)	\$1,896.00
46 - CLERK MARRIAGE VR	\$12.00	\$10,860.52	(\$10,818.52)	\$54.00
47 - CLERK MARRIAGE CO	\$80.00	\$1,360.00	(\$1,080.00)	\$360.00
48 - CLERK STATE SURCHARGE	\$712.00	\$3,362.00	(\$2,096.00)	\$1,978.00
49 - REDEMPTIONS	\$1,490.30	\$113,870.77	(\$107,868.76)	\$7,492.31
50 - SUSPENSE	\$397,369.12	(\$183,303.02)	(\$35,360.13)	\$178,705.97
51 - TAX ADVERTISING	\$0.00	\$91.04	\$0.00	\$91.04
52 - ILIFF IRRIGATION	\$0.00	\$19,884.75	(\$19,729.38)	\$155.37
53 - LOGAN IRRIGATION	\$0.00	\$46,779.30	(\$45,637.42)	\$1,141.88
54 - NORTH STERLING IRRIGATION	\$0.00	\$818,286.93	(\$763,517.61)	\$54,769.32
55 - ILIFF DRAINAGE	\$0.00	\$1,353.09	(\$1,304.23)	\$48.86
57 - F.G.W.M. WELLS	\$0.00	\$1,258.54	(\$1,258.54)	\$0.00
59 - LOGAN COUNTY WATER CONSERVANCY	\$2,042.73	\$306,577.99	(\$251,587.50)	\$57,033.22
60 - HAXTUN SOIL CONSERVATION DIST	\$43.03	\$4,614.75	(\$4,160.65)	\$497.13
61 - REPUBLICAN RIVER WATER CONSERV	\$0.00	\$159,739.50	(\$159,739.50)	\$0.00
62 - NCWC	\$1,759.52	\$206,453.01	(\$170,757.76)	\$37,454.77
63 - UNINSURED MV	\$0.00	\$1,481.08	\$0.00	\$1,481.08
64 - C-PACE ACT	\$0.00	\$13,107.19	(\$13,107.19)	\$0.00
65 - F.G.W.M LEVY	\$28.49	\$3,970.82	(\$3,562.72)	\$436.59
66 - RE-1 GENERAL FUND	\$73,141.09	\$6,674,140.28	(\$6,518,622.02)	\$228,659.35
67 - RE-1 BOND	\$3,321,173.13	\$3,219,116.33	(\$1,510,208.73)	\$5,030,080.73
68 - RE-2J GENERAL FUND	\$2,111.79	\$190,276.32	(\$192,388.11)	\$0.00
69 - RE-2J BOND	\$0.00	\$42,915.79	(\$42,915.79)	\$0.00
70 - RE-3 GENERAL FUND	\$11,417.40	\$1,235,493.77	(\$1,245,848.17)	\$1,063.00
71 - RE-3 BOND	\$0.00	\$0.00	\$0.00	\$0.00
72 - RE-4J GENERAL	\$7,427.28	\$782,216.65	(\$787,537.93)	\$2,106.00
73 - RE-4J BOND	\$0.00	\$123,738.34	(\$123,389.34)	\$349.00
74 - RE-5 GENERAL FUND	\$13,326.26	\$1,673,210.01	(\$1,684,582.27)	\$1,954.00
75 - RE-11J (WELD) GENERAL FUND	\$26.78	\$3,530.01	(\$3,556.79)	\$0.00
76 - RE-11J BOND	\$0.00	\$319.07	(\$319.07)	\$0.00
77 - AIMS COLLEGE (WELD) GENERAL FU	\$25.79	\$4,255.82	(\$4,281.61)	\$0.00
78 - RTA	\$0.00	\$6,271.97	(\$6,271.97)	\$0.00
79 - TREASURER DEED ACCOUNT	\$1,541.07	\$270.28	(\$1,849.61)	(\$38.26)
80 - STATE MOBILE HOME LIEN FEE	\$0.00	(\$880.07)	\$870.07	(\$10.00)
81 - DIVISION OF WILDLIFE	\$0.00	\$20,832.75	\$0.00	\$20,832.75
82 - RE-5 BOND	\$0.00	\$1,485,305.53	(\$853,649.05)	\$631,656.48
90 - TAX HOLDING FUND	\$0.00	\$121,017.26	(\$158,869.52)	(\$37,852.26)
91 - PT SPECIAL RESERVE FUND	\$16,500.77	\$59.84	\$0.00	\$16,560.61
92 - TREASURER FEES	\$0.00	\$83,387.67	\$303,005.98	\$386,393.65
93 - CLERK FEES	\$0.00	\$123,872.56	\$0.00	\$123,872.56
94 - SHERIFF FEES	\$40.00	\$37,073.58	(\$3,993.00)	\$33,120.58
95 - ASSESSORS FEES	\$0.00	\$0.00	\$0.00	\$0.00
96 - PUBLIC TRUSTEE FEES	\$7,028.30	\$7,597.99	(\$11,092.30)	\$3,533.99
97 - PUBLIC TRUSTEE ESCROW ACCT	\$18,152.31	\$122,908.28	(\$135,340.68)	\$5,719.91
98 - PUBLIC TRUSTEE SALARY FUND	\$29,068.31	\$3,917.59	(\$32,771.61)	\$214.29
99 - DHS	\$2,674,637.73	\$1,929,256.49	(\$2,041,839.67)	\$2,562,054.55
6 MONTH FUND TOTAL	\$39,241,400.48	\$49,948,236.13	(\$36,431,876.56)	\$45,676,399.53

FINANCIAL STATEMENT OF LOGAN COUNTY

The following is a true and correct account of the receipts, expenditures and indebtedness of Logan County for the period described below. Receipts and vouchers in support thereof are available for public inspection. The total expenditures in each fund do include outstanding warrants presented as of June 30, 2023

For six months - ending June 30, 2023. Filed in my office this _____ day of July 2023.

 COUNTY CLERK

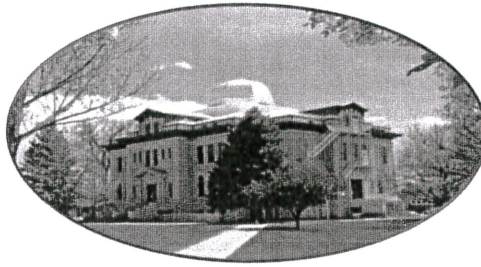
I, Patricia Bartlett, Treasurer of Logan County, in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on June 30, 2023.

Patricia Bartlett
 COUNTY TREASURER



 CHAIRMAN

PATRICIA BARTLETT
Logan County
Colorado
Treasurer and
Public Trustee

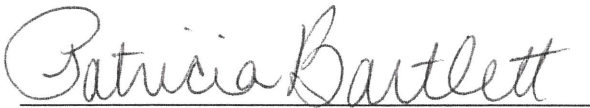


315 Main St., Ste. 4
Sterling, CO 80751
Phone (970) 522-2462
treasurer@logancountyco.gov
<http://logancounty.colorado.gov/>

July 5, 2023

The Honorable Board of County Commissioners
Courthouse
Sterling, CO 80751

Herewith attached is the Public Trustee's Second Quarter Report showing a total collected of \$3,015.00.



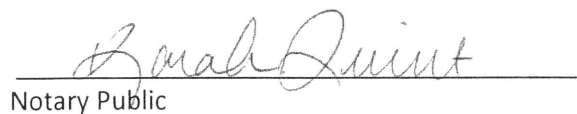
Patricia Bartlett, Logan County Public Trustee

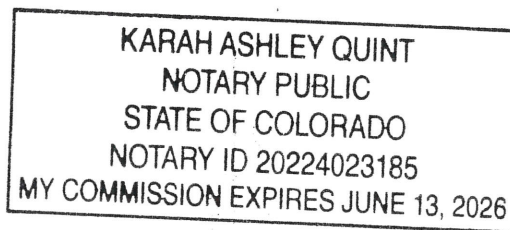


STATE OF COLORADO)
 :SS.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 5th day of July, 2023, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: June 13, 2026


Notary Public



KARAH
ASHLEY
QUINT
NOTARY
PUBLIC
STATE OF
COLORADO
NOTARY ID
20224023185
MY COMMISSION
EXPIRES
JUNE 13, 2026

APRIL 2023 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
21	0	1	3	0	0	0	0	0	25
\$ 315.00	\$ -	\$ 35.00	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00

MAY 2023 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
48	1	0	4	2	0	0	0	0	55
\$ 720.00	\$ 30.00	\$ -	\$ 600.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 1,420.00

JUNE 2023 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
51	1	0	0	0	0	0	0	0	52
\$ 765.00	\$ 30.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 795.00

2ND QUARTER 2023 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
120	2	1	7	2	0	0	0	0	132
\$ 1,800.00	\$ 60.00	\$ 35.00	\$ 1,050.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 3,015.00

* Emailed to
Jennifer
07.10.2023 @
3:10 pm ②

CIVIL PAYMENTS						
Jun-23						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/20/2023	1000	11495	2023-308	\$ 46.00	\$ 26.00	\$ 20.00
6/29/2023	1002	83393	2023-318	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 40.00

CIVIL PAYMENTS CREDIT CARDS					
Jun-23					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/19/2023		2023-297	\$ 80.00		\$ 80.00
6/19/2023		2023-313	\$ 35.00		\$ 35.00
6/23/2023		2023-316	\$ 35.00		\$ 35.00
6/26/2023		2023-311	\$ 35.00		\$ 35.00
6/27/2023	1001	2023-298	\$ 35.00	\$ 15.00	\$ 20.00
6/29/2023		2023-329/330	\$ 75.00		\$ 75.00
6/29/2023		2023-325/326	\$ 35.00		\$ 35.00
7/5/2023		2023-337	\$ 46.00		\$ 46.00
7/5/2023	1003	2023-331	\$ 35.00	\$ 15.00	\$ 20.00
7/6/2023		2023-342	\$ 40.00		\$ 40.00
7/10/2023		2023-348	\$ 45.00		\$ 45.00
7/10/2023		2023-344/345/346/347	\$ 160.00		\$ 160.00
				Total Owed to County	\$ 626.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jun-23					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/15/2023			\$ 12.00		\$ 12.00
6/16/2023			\$ 12.25		\$ 12.25
6/26/2023			\$ 12.00		\$ 12.00
6/30/2023			\$ 180.00		\$ 180.00
				Total Owed to County	\$ 216.25

CHP CREDIT CARDS				
Jun-23				
Date		Amount	Amount of Refund	Amount Owed to County
6/16/2023		\$ 63.00		\$ 63.00
6/16/2023		\$ 63.00		\$ 63.00
6/16/2023		\$ 152.50		\$ 152.50
6/16/2023		\$ 15.00		\$ 15.00
6/16/2023		\$ 152.50		\$ 152.50
6/21/2023		\$ 63.00		\$ 63.00
6/26/2023		\$ 152.50		\$ 152.50
6/27/2023		\$ 63.00		\$ 63.00
6/27/2023		\$ 63.00		\$ 63.00
6/29/2023		\$ 63.00		\$ 63.00
6/30/2023		\$ 63.00		\$ 63.00
6/30/2023		\$ 63.00		\$ 63.00
6/30/2023		\$ 152.50		\$ 152.50
7/5/2023		\$ 63.00		\$ 63.00
7/6/2023		\$ 63.00		\$ 63.00
7/7/2023		\$ 63.00		\$ 63.00
7/7/2023		\$ 63.00		\$ 63.00
7/7/2023		\$ 63.00		\$ 63.00
7/7/2023		\$ 63.00		\$ 63.00
			Total Owed to County	\$ 1,381.00

CIVIL CHECKS \$ 40.00
 CIVIL CREDIT CARDS \$ 626.00
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 216.25
 CHP CREDIT CARDS \$ 1,381.00
TOTAL PAID TO GENERAL FUND \$ 2,263.25 Check#1004
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 81.00

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR JUNE 2023		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	20.59	@ \$1.17	\$24.09
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	665.93	@ \$23.17	\$15,429.60
City of Sterling Dump Trucks	CL	232.28	@ \$23.17	\$5,381.93
General Public		51.77	@ \$23.17	\$1,199.51
Commerial (Packers & Roll Offs)	C	1047.19	@ \$23.17	\$24,263.39
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	5.85	@ \$36.17	\$211.59
Industrial Waste	All other ID	787.12	@ \$36.17	\$28,470.13
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	112.59	@ \$46.34	\$5,217.42
Industrial Waste Out of County	IDOC	13.79	@ \$72.34	\$997.57
Rural Free Certificates	NC	98.98	NC	
All County Vehicles	NCC	5.45	NC	
TOTAL TONS		3041.54		
\$10.00 MINIMUM DIFFERENTIAL				\$716.77
\$20.00 MINIMUM DIFFERENTIAL				-\$0.20
E-Waste Recycling		24 items		\$164.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Recycled E-Waste (Landfill)	REW			
Outgoing Recycled Tires/Metal/Wood		3.89		
Car Tires (CHG)		149	@ \$5.00	\$745.00
Truck Tires (CHG)		22	@ \$8.00	\$176.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		16	@ \$12.00	\$192.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		2	NC	
Appliances (CHG)		14	@ \$5.00	\$70.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		979		
TOTAL OC & IDOC				\$6,214.79
TOTAL IN COUNTY				\$77,044.01
GRAND TOTAL				\$83,258.80

SIGNED BY:

DATE:

Pam Jerdig

July 1, 2023

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jun-23	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	320.65	1039.19	\$9,136.14
CHARGE	1818.45	3658.32	\$53,022.98
CITY OF STERLING	902.43	1809.02	\$21,099.68
TOTAL	3041.53	\$6,506.53	\$83,258.80
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	3.89		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED EWASTE (LF)			
GRAND TOTAL TNS	3045.42		

SIGNED BY: *Kenn Jerdig*
 DATE: *July 1, 2023*

THIS FORM HAS CHANGED - PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: 6/5/2023 Event / Project: 5th Annual Sterling Lions Club Shootout

Responsible Party: (Signature) Robert P. Blach

Funds Payable to: (Organization) Sterling Lions Club

Mailing Address: P.O. Box 567, Sterling CO 80751

Date(s) of Activity: September 9, 2023 and evening of September 8, 2023

Amount requested: \$1,000

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 1000 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell Hotes Date: 7-3-23

LCLTB Treasurer's Endorsement [Signature] Date: 7/3/23

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: 5th Annual Sterling Lions Club Shootout

2. DATE(S) OF EVENT: September 8-9, 2023

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

This annual event offers various trap shooting competitions and games, rim fire rifle competitions, center fire rifle competition, .22 pistol competition, 1,000 yard range challenge, and archery competition.

4. WHERE WILL EVENT BE HELD? Logan County Shooting Sports Complex

5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

We advertise through Media Logic Radio, Prairie Mountain Media and do a live spot on KPMX The Ranch. We use social media locally and websites of multiple shooting sports facilities and gun and ammo shops across the front range. We post approx 500 flyers.

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 80 participants

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 10 rooms x 1 night

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

This event showcases one of the finest facilities Sterling and Logan County has to offer. It is set up with a youth and adult division and is promoted through 4-H clubs and school shooting sports enthusiasts as well. Shooting sports enthusiasts from outside the area will have to enjoy the local facility and our community to divert the crowds at other facilities.

10. EVENT BUDGET (PLEASE ATTACH)

Bob Black

6/5/2023

Signature

Date

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

Previous funding?

Follow-up report?

5th Annual Sterling Lions Club Shootout

Event Budget - Scheduled for September 8-9, 2023

Estimated Income

Grill	\$600
Donations	\$1,500
Participant Fees	\$2,000
Estimated Gross Income	\$4,100

Estimated Expenses

Grill Supplies	\$400
Printing Expense	\$225
Advertising	\$500
Clay Targets & Related Exp.	\$600
Turkeys	\$530
Estimated Expenses	\$2,255

Net Estimated Income **\$1,845**

With the assistance of the Logan County Lodging Tax Board, we would like to add \$1,000 to the Advertising line to attract more participants from the front range of Colorado.



SILICON PLAINS

Proposal for Logan County

New VM on server for CIC

Quote#CO-CO003057 v1

PREPARED FOR

Jerry Casebolt
caseboltj@logancountyco.gov
(970) 520-0991

PREPARED BY

Devin Sardelli
dsardelli@siliconplains.net
(701) 390-9876





siliconplains.net - 877-287-7762

Tuesday, July 11, 2023

Logan County
Jerry Casebolt
315 Main Street
Sterling, CO 80751
caseboltj@logancountyco.gov

Dear Jerry,

This is the proposal to migrate the CIC data from the off site CIC farm to an on premise VM that can be secured and managed on site. The license on this quote has everything you need to move the data on premise in Logan County and the pricing includes all work for the entire project. All users who need access will need to make sure they have Microsoft Access 365, which is included in Business Standard licensing.

If you have any questions, don't hesitate to contact me at any time.

Please note: Any labor charges that are communicated to you whether written or spoken are considered **ESTIMATES** unless otherwise agreed upon in writing. Additional freight charges may apply.

Thanks again, and I look forward to serving your company's IT needs!

Sincerely,

A handwritten signature in black ink, appearing to read "Devin Sardelli", is written over a horizontal line.

Devin Sardelli
Sales and Account Manager
SP Colorado Office



siliconplains.net - 877-287-7762

Software and Licensing

DESCRIPTION	PRICE	QTY	EXT. PRICE
Microsoft 2022 Standard Server License & All Work for Migration Project	\$1,850.00	1	\$1,850.00
		Subtotal	\$1,850.00

New VM on server for CIC



PREPARED BY

SP Colorado Office

Devin Sardelli
(701) 390-9876
dsardelli@siliconplains.net

PREPARED FOR

Logan County

315 Main Street
Sterling, CO 80751
Jerry Casebolt
(970) 520-0991
caseboltj@logancountyco.gov

QUOTE INFORMATION

Quote #: CO-CO003057

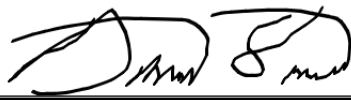
Version: 1
Delivery Date: 07/11/2023
Expiration Date: 07/31/2023

Quote Summary

DESCRIPTION	AMOUNT
Software and Licensing	\$1,850.00
Total:	\$1,850.00

Prices are subject to change. Prices based upon total purchase. All delivery, training or consulting services to be billed at published rates for each activity involved. Generally all hardware computer components proposed above are covered by a limited one-year warranty, covering parts and labor for hardware only and on a depot basis. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose or damages related to this agreement. Minimum 15% restocking fee with original packaging. Unless otherwise specified no products will be ordered or shipped until full payment is received. Unless otherwise specified any labor charges provided before or after acceptance of this proposal are ESTIMATES and will be invoiced separately on an as-used basis at then-current rates.

SP Colorado Office

Signature: 
 Name: Devin Sardelli
 Title: Sales and Account Manager
 Date: 07/11/2023

Logan County

Signature: _____
 Name: Jerry A. Sonnenberg
 Date: July 18, 2023

Exhibit – B#1309-23-03

Annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October 2022

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Net</u>
Hardware/Supplies		
CIC Custom Programming – CIC Technical Services – Migrate all CIC Programs from CIC Cloud to In-House County Provided Server (Hours)	16	\$2,400.00
TOTAL PRODUCTS / SERVICES NET PRICE		<u>\$2,400.00</u>

EXPENSES

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

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

Mail a signed copy of this Exhibit along with your initial payment of \$1,200.00 to 2843 31st Avenue, Greeley, Colorado 80631.

Your final payment of \$1,200.00 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.

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

By: Melayna R. Clark-Rae
Computer Information Concepts, Inc.

By: _____
Customer

6/14/23
Exhibit Date

Acceptance Date

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 18th day of July, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and Sitewise 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): CORENE RD, CR-37, GREENWAY DR, SUMMIT DR
STERLING 109576114; and

WHEREAS, Applicant desires to install and construct a install (5) 17lb anode (5) potholes, which will be located (**Circle One**): along, bore under, or trench across _____, to benefit the above described premises; and (**pothole to install anodes on gas main**)

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 anode install, described above, in the right of way of (addresses listed above), 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 7/13/23.
- 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.

Sitewise

Right of Way
ROW2023-8 July 2023
Corene Rd, CR 37, Greenway Dr
Summit Dr, Sterling

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

Land Owner #1 _____ Printed name _____
Signature _____

Land Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:
ELIZABETH DEJARNETTE

Printed name _____
Signature Elizabeth Dejarnette

Address: 9975 E 104TH AVE
HENDERSON CO 80640

Application Fee Paid _____
Date 7/11/23

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

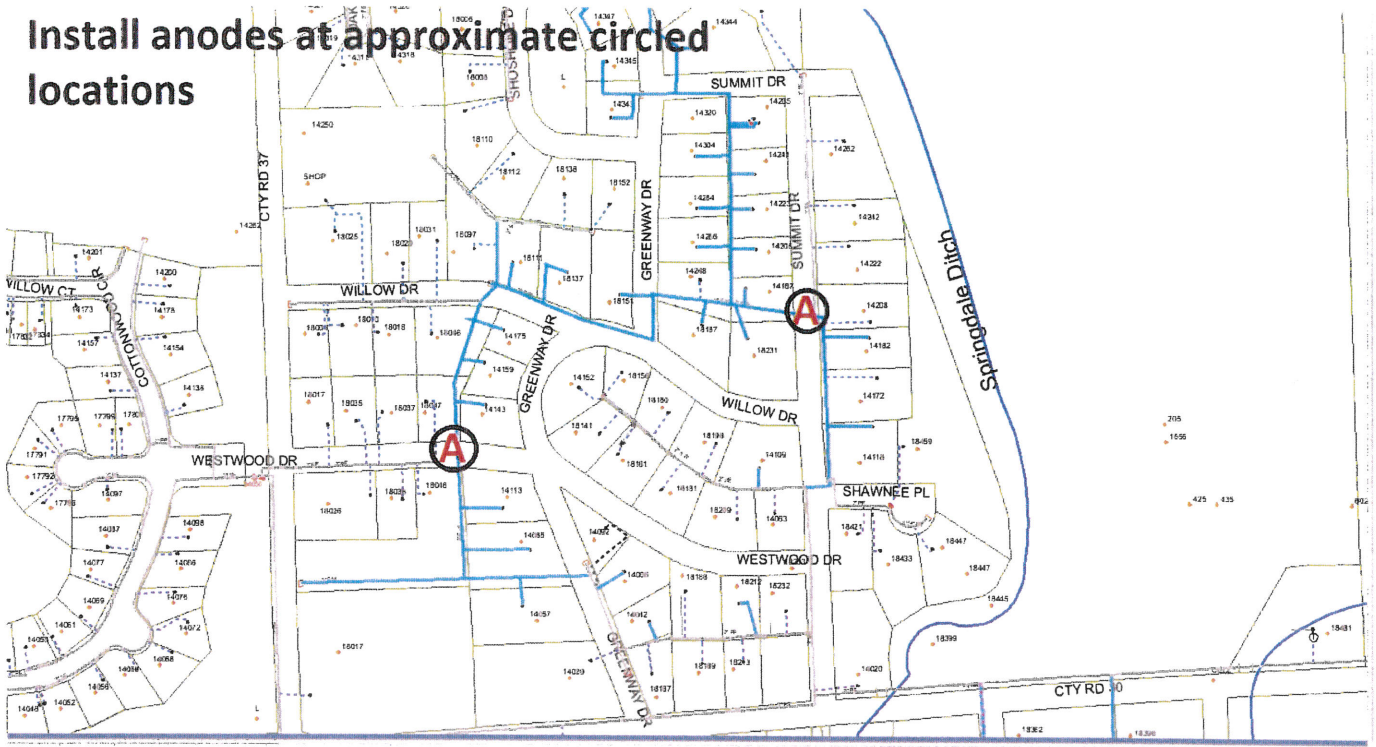
**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Jerry A. Sonnenberg (Aye) (Nay)

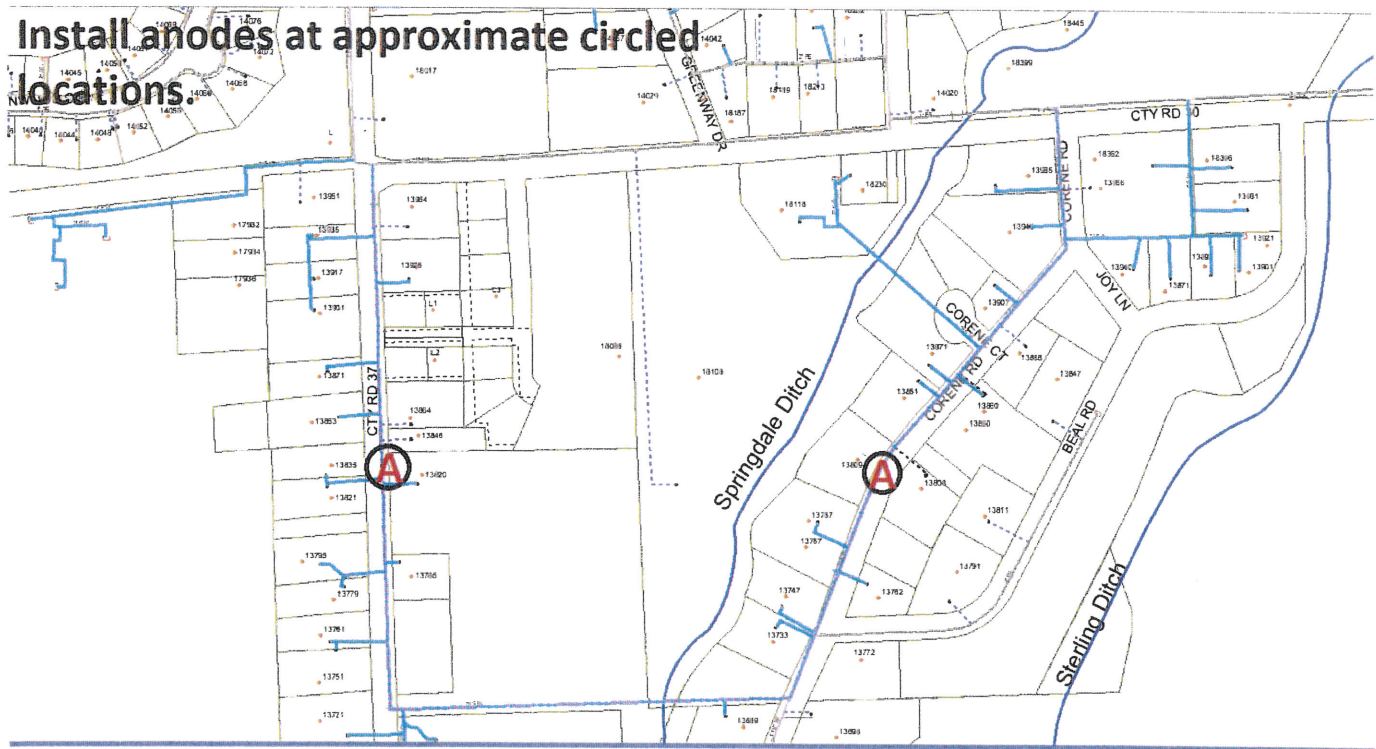
Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Install anodes at approximate circled locations



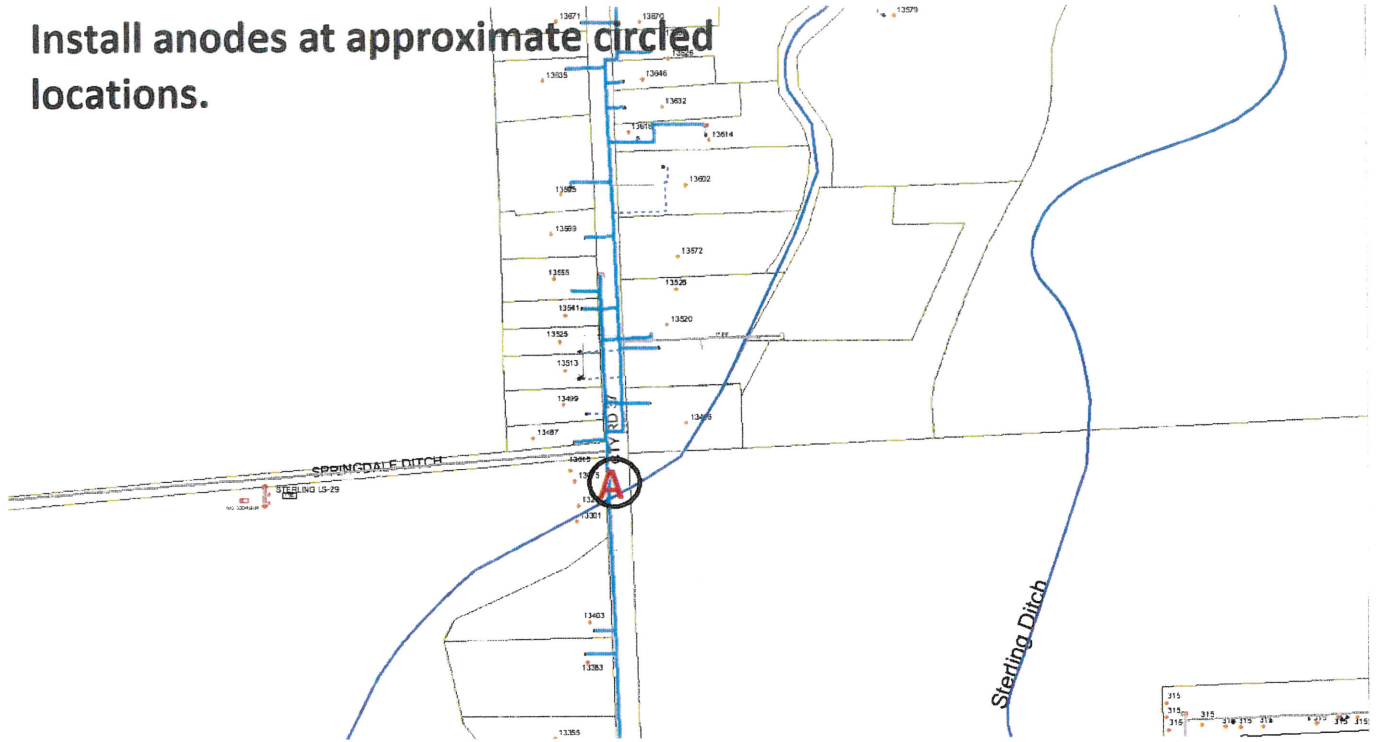
Install anodes at approximate circled locations.



Sitewise

Right of Way
ROW2023-8 July 2023
Corene Rd, CR 37, Greenway Dr
Summit Dr, Sterling

Install anodes at approximate circled locations.



Sitewise

Right of Way
ROW2023-8 July 2023
Corene Rd, CR 37, Greenway Dr
Summit Dr, Sterling

13809 CORENE RD, STERLING
13820 COUNTY RD 37, STERLING
13487 COUNTY RD 37, STERLING
14143 GREENWAY DR, STERLING
14208 SUMMIT DR, STERLING

SERVICE CENTER: STERLING, D136
SAP W/O: 109576114
SW W/O: 2380-0134

CP TECH: ROGER MORGAN
CP CELL: 720-527-2537

5-17# ON MAIN

CP Section 93363 Install 5-17lb anodes on the main at the following addresses in Sterling

- 13809 Corene Rd
- 13820 CR-37
- 13487 CR-37
- 14143 Greenway Dr
- 14208 Summit Dr - Saturate anodes with water before backfill - Roger Morgan 720-527-2537

Original WO Description: CP Section 93363 Annual Test Read

SITWISE NOTES:

PERMIT: YES
TRAFFIC CONTROL: YES
RESTORATION: YES

FOR ADMIN USE

DATE & DD: 6/1/2023 & 45078
ERP: 22009586904
PO: 4501348785
DUE: 8/2/2023

KRISTEN GUSTAFSON: (303) 571-3253
MARK REAM: (970) 539-5188

Component Description	Quantity	Unit
ELECTRODE,AN,MG,RND,17LB	5	EA
GROUND,CADWELD,CA15,WELDMETAL	15	EA
TAPE,EXOTHERMIC WELD PROTECTOR,POLYMER-COATED SYNTHETIC FABRIC,SYNTHETIC ADHESIVE,4IN X 4IN,ASTM G8,12 PADS/CASE, WITH VELCRO STRIP	5	EA
GROUND,CADWELD SLEEVE,14AWG TO 10AWG,CU	15	EA

Sitewise

Right of Way
ROW2023-8 July 2023
Corene Rd, CR 37, Greenway Dr
Summit Dr, Sterling

RESOLUTION

No. 2023 -23

A resolution of the Board of County Commissioners of Logan County, Colorado, cancelling certain tax sale certificates that were either issued in error as a result of erroneous assessments or involve personal property taxes that are deemed to be uncollectible.

WHEREAS, certain tax liens on 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, other severed mineral tax liens and certain mobile home tax liens that are either incorrectly assessed or involve taxes that are deemed to be uncollectible were not sold at the tax sale and are County-held liens; and

WHEREAS, the severed mineral 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, the tax lien certificate purchasers have been advised of the errors and may assign their certificates to Logan County in order to receive reimbursement; 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; and

WHEREAS, pursuant to C.R.S. §39-10-114(2)(a), taxes levied on personal property, including mobile homes, which are deemed to be uncollectible after a period of one year after the date of their becoming delinquent may be cancelled by the Board of County Commissioners.

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 may be reimbursed 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.
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.
4. The taxes assessed on the mobile homes 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 mobile home assessments were either incorrect or the taxes are uncollectible.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 18th day of July, 2023.

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

(Aye) (Nay)
Jerry A. Sonnenberg, Chairman

(Aye) (Nay)
Joseph A. McBride

(Aye) (Nay)
Mike Brownell

ATTEST:

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 18th day of July, 2023.

County Clerk and Recorder

EXHIBIT A

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX & INTEREST PAID	FEES PAID	INTEREST TO BE PAID BY CTY	TOTAL REFUND W/INT
354	2017	3M072902300032	407	HARVEY DUELL	KEVIN TODD AND LESLIE ANN MASON	DEEDED & PUT BACK ON TAX ROLL W/DIFF PARCEL NUMBER	\$ 1.66	\$ 22.60	\$ 8.87	\$ 33.13
531	2016	3M048330300005	113	JOHN PRELLE	ALLEN SOUTH	RESERVATION EXPIRED 9/14/2018	\$ 34.75	\$ 29.40	\$ 27.77	\$ 91.92
167	2012	3M048330300005	113	JOHN PRELLE	ALLEN SOUTH	RESERVATION EXPIRED 9/14/2018	\$ 64.57	\$ 42.40	\$ 74.05	\$ 181.02
182	2018	3M027115300004	137	ENERGY OIL AND GAS INC	PAUL AND BRENDA ZINK	LACKING PROPER DOCUMENTS TO TRANSFER	\$ 10.37	\$ 42.00	\$ 12.47	\$ 64.84
335	2016	3M002128100001	504	BILLIE HARBOE DAVIS	FEHRINGER FAMILY TRUST	ROYALTY ONLY DOCUMENTS- RESEVATION EXPIRED 1971	\$ 2.14	\$ 31.00	\$ 12.32	\$ 45.46
487	2016	3M027913100010	506	VALDEMAR LODHOLM	KONIG INVESTMENTS LLC	TREAS DEED ISSUED TO KONIG INVESTMENTS 1/20/2009	\$ 12.48	\$ 97.60	\$ 28.33	\$ 138.41
648	2017	3M048917200028	303	SUSAN E WEBER	JAMES T. MITCHELL AND STEPHANIE G. MITCHELL	LACKING PROPER DOCUMENTS TO TRANSFER	\$ 3.77	\$ 58.00	\$ 13.71	\$ 75.48
351	2017	3M048917200029	303	JOHN W DONOGHUE	JAMES T. MITCHELL AND STEPHANIE G. MITCHELL	LACKING PROPER DOCUMENTS TO TRANSFER	\$ 3.77	\$ 58.00	\$ 13.71	\$ 75.48
352	2017	3M048917200027	303	RICHARD S DONOGHUE SR	JAMES T. MITCHELL AND STEPHANIE G. MITCHELL	LACKING PROPER DOCUMENTS TO TRANSFER	\$ 3.77	\$ 58.00	\$ 13.71	\$ 75.48
256	2019	3M072902300032	407	HARVEY DUELL	COUNTY HELD	DEEDED & PUT BACK ON TAX ROLL W/DIFF PARCEL NUMBER	\$ 2.37	\$ 27.60		
667	2019	3M051704100003	407	NORMA SCHEEL	COUNTY HELD	LACKING PROPER DOCUMENTS TO TRANSFER	\$ 10.88	\$ 29.40		
527	2019	3M078112100035	407	LINDA MCCULLOUGH MEAD TRUST	COUNTY HELD	DUPLICATE- DELETED	\$ 0.83	\$ 24.40		
617	2016	3M052904400089	104	JOHN ANDREW WILLIS	COUNTY HELD	STOPPED ASSESSING 2018	\$ 0.86	\$ 21.00		
620	2016	3M052904400088	104	PATRICK JAMES WILLIS	COUNTY HELD	STOPPED ASSESSING 2018	\$ 0.86	\$ 21.00		

EXHIBIT A

CERT NO	TAX YR	PARCEL	TAX DIST	VIN	ASSESSED OWNER	CERT HOLDER	STATUS	TAX OUTSTANDING
495	2014	MH2112	113	13E385469	RIVERSIDE STORAGE & RECYCLE	COUNTY	WENT INTO INVENTORY	\$ 181.79
500	2014	MHM605546	113	13E373624	CRAIG SHRIVER	COUNTY	WENT INTO INVENTORY	\$ 280.43
650	2016	MH0C1067	113	13E373958	RIVERSIDE STORAGE	COUNTY	WENT INTO INVENTORY	\$ 157.65
455	2018	MHFGFFXCMN3795	133	13E306353	DARRELL L BECK III	COUNTY	DESTROYED	\$ 109.27
571	2008	MH50660	107	NOT KNOWN	JESUS A GALVAN	COUNTY	STOPPED ASSESSING 2017	\$ 168.77

CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR
CONSTRUCTION OF EXHIBIT CENTER COMMUNITY CENTER BUILDING ADDITION
AT LOGAN COUNTY FAIRGROUNDS

This Contract is entered into this 18th day of July, 2023, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and BUILDINGS BY DESIGN, 515 Industrial Park Rd., Brush, CO 80723, hereinafter called the "Contractor."

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

1. Scope of Work.

The Contractor shall furnish all the materials and perform all of the work necessary for the construction of a 100'x80' steel building addition to the Logan County Fairgrounds Exhibit Center at the Logan County Fairgrounds, Sterling, CO, all as more fully described in the Request for Qualifications, the Contractor's Proposal, and the Construction Drawings, Plans and Specifications (as prepared by Cairn Design, LLC), all of which are fully incorporated herein, and shall do everything required by this Contract, the Request for Qualifications, the Contractor's Proposal, and the Construction Drawings, Plans and Specifications. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work.

Unless otherwise agreed, all materials will be new and of good quality. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Request for Qualifications, the Contractor's Proposal, and the Construction Drawings, Plans and Specifications, except as otherwise determined by an approved change order.

2. Time of Completion. The work to be performed under this Contract shall be commenced as soon as practicable after execution of this Contract, and in no event later than August 7, 2023, and shall be substantially completed on or before May 15, 2024. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the

Owner from time to time from current periodical estimates; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of Two Million Nine Hundred Twenty One Thousand Two Hundred Thirty Eight Dollars (\$2,921,238.00).

4. **Progress Payments.** The Owner shall make an initial payment of Fifty Five Thousand Nine Hundred Sixty Dollars (\$55,960.00) upon execution of this Contract for general liability insurance, bond, builders's risk insurance, office mobilization and Procure costs, and additional payments on account of the contract work that has progressed based upon applications for payment submitted to the Owner as provided below. The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an application for payment is received by the Owner not later than the First day of a month, the Owner shall make payment to the Contractor not later than the Fifth day of the same month. If an application for payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than Five (5) days after the Owner receives the application for payment.

The Owner shall make partial progress payments on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by the contract.

5. **Final Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the remaining balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to

prompt payment of any remaining balance due.

6. Termination by Owner. The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

7. Failure to Pay Contractor. The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sum within three (3) days of the date fixed for payment. The Owner must then pay for all work which has been completed, together with Contractor's reasonable profits and damages.

8. Ownership of Materials. The Contractor will continue to own all materials delivered and work performed until paid for by the Owner

9. Contractor's Liability Insurance. The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

10. Compliance with Laws. The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.

11. Modification of Agreement. This Contract can only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

12. Contractor's Continuing Liability. The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Request for Qualification, The Contractor's Proposal, and the Drawings, Plans and Specifications, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Request for Qualifications, the Contractor's Proposal, or the Plans, Drawings and Specifications, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The

Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

13. **No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

14. **Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

15. **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Request for Qualifications, the Contractor's Proposal, or the Construction Plans, Drawings and Specifications, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Request for Qualifications, the Contractor's Proposal, and the Construction Plans, Drawings and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

16. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

This Agreement is entered into as of the day and year first written above.

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Chairman

Commissioner

Commissioner

CONTRACTOR:

BUILDINGS BY DESIGN

Managing Member

(Printed name and title)