



AGENDA

Logan County Board of Commissioners

Logan County Courthouse, 315 Main Street, Sterling, Colorado

Tuesday, July 21, 2020 - 9:30 a.m.

Call to Order

Pledge of Allegiance

Revisions to Agenda

Consent Agenda

Approval of the Minutes of the July 7, 2020 meeting.

Acknowledge the receipt of the Sheriff's Fee Report for the month of June, 2020.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of June, 2020.

Acknowledgment of the receipt of the Semi-annual report of the Logan County Treasurer for the period January 1, 2020 through June 30, 2020.

Acknowledge the receipt of the Treasurer's Report for the month of June, 2020.

Acknowledge the receipt of the Public Trustee's Second Quarter Report of 2020.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of June, 2020.

Approval of an application for renewal of a Fermented Malt Beverage On/Off Premises license on behalf of Lu's Buffalo Stop, Inc.

Ratification of the approval of a lease-purchase agreement between Logan County and Caterpillar Financial Corporation for acquisition of a new 140-13AWD Caterpillar Motor Grader.

Unfinished Business

Consideration of the award of a proposal for asphalt overlay projects and approval of a contract between Logan County and Simon Contractors for the 2020 Overlay Program.

New Business

Consideration of the approval of a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated effective January 1, 2020.

Consideration of the approval of a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado

Retirement Association Deferred Compensation Plan and Trust Agreement as amended and restated effective January 1, 2020.

Consideration of the approval of a Participation Agreement between Logan County Department of Human Services and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated effective January 1, 2020

Consideration of the approval of a Participation Agreement between Logan County Department of Human Services and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Deferred Compensation Plan and Trust Agreement as amended and restated effective January 1, 2020.

Consideration of the approval of Resolution 2020-26 granting a Conditional Use Permit (CUP) #243 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC.

Consideration of the approval of Resolution 2020-27 granting a Conditional Use Permit (CUP) #244 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC.

Consideration of the approval of Resolution 2020-28 granting a Conditional Use Permit (CUP) #245 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC.

Consideration of the approval of an Addendum to a Maintenance Contract between Logan County and Blazen Illuminations, LLC, for maintenance on the Logan County Courthouse outdoor lighting system.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, August 4, 2020, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

July 7, 2020

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 Pelton

Chairman
Commissioner
Commissioner

Also present:

Alan Samber
Pamela Bacon
Rachelle Stebakken
Rob Quint
Garry Shino
Todd Settler
Jeff Rice

Logan County Attorney
Logan County Clerk -Absent
Logan County Deputy Clerk
Planning and Zoning

NextEra
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. No revisions were noted.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 30, 2020 meeting.
- Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay for the month of June, 2020.

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

Chairman McBride continued with New Business:

The Board opened proposals from qualified contractors for asphalt overlay projects on County Road 25 for a 3 mile overlay and County Road 34 for an 820-foot overlay.

- McAtee Construction - \$94.00 per ton

Commissioner Bauder moved to refer the bid to Jeff Reeves with Logan County Road and Bridge Department for his recommendation. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an abatement of taxes on behalf of Chung Lee Inn & Suites Inc. in the amount of \$1,649.49 and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an abatement of taxes on behalf of Chung Lee Inn & Suites Inc. in the amount of \$1,754.95 and allow the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-24 and an application for Subdivision Exemption Vacation on behalf of Shellie Prella for the applicant Garry Shino, current owner, to vacate a subdivision exemption previously

approved to create a 5.0-acre parcel from a 36.24-acre tract in the AG Agricultural Zone in the Northwest Quarter (NW1/4) of Section 12, Township 6 North, Range 54 West, of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2020-25 and an application for Final Plat Approval on behalf of Garry Shino to create a two (2) lot minor subdivision consisting of Lot 1, containing 4.99 acres, Lot 2, containing 31.24 acres, all located within the Northwest Quarter (NW1/4) of Section 12, Township 6 North, Range 54 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an agreement between Logan County and Xcel Energy and issuance of permit 2020-14 for use of the county ROW at 13066 County Road 8, Merino for a 1-Pole, U-Guard, and Wire. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Kentec Communications Inc. and issuance of permit # 2020-15 for use of the County Right of Way under County Road 81 for a fiber optic main. Commissioner Pelton seconded and the motion carried 3-0.

Announcements:

The next business meeting will be scheduled for Tuesday, July 21, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:42 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: July 21, 2020

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS						
Jun-20						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/1/2020	739	258692	2020-268	\$ 35.00	\$ 15.00	\$ 20.00
		258705	2020-259	\$ 35.00	\$ 15.00	\$ 20.00
		258699	2020-267	\$ 35.00	\$ 15.00	\$ 20.00
6/3/2020	740	258697	2020-271	\$ 35.00	\$ 12.00	\$ 23.00
6/4/2020	741	258703	2020-261	\$ 35.00	\$ 15.00	\$ 20.00
6/10/2020	743	5188	2020-279	\$ 43.00	\$ 15.00	\$ 28.00
7/6/2020	745	300167	2020-337	\$ 35.00	\$ 15.00	\$ 20.00
7/8/2020	746	4985	2020-346/347	\$ 76.00	\$ 8.00	\$ 68.00
				Total Owed to County		\$ 219.00

CIVIL PAYMENTS CREDIT CARDS					
Jun-20					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/17/2020		2020-289	\$ 40.00		\$ 40.00
6/22/2020		2020-300	\$ 35.00		\$ 35.00
6/22/2020		2020-297	\$ 80.00		\$ 80.00
6/22/2020		2020-299	\$ 40.00		\$ 40.00
6/22/2020		2020-301/302/303/304	\$ 125.00		\$ 125.00
		2020-305	\$ 35.00		\$ 35.00
6/26/2020		2020-306	\$ 35.00		\$ 35.00
6/26/2020		2020-312	\$ 30.00		\$ 30.00
6/30/2020		2020-307	\$ 80.00		\$ 80.00
6/30/2020		2020-315	\$ 35.00		\$ 35.00
7/1/2020	744	2020-314	\$ 40.00	\$ 20.00	\$ 20.00
7/9/2020		2020-350	\$ 35.00		\$ 35.00
				Total Owed to County	\$ 590.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jun-20					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/8/2020			\$ 50.00		\$ 50.00
6/16/2020			\$ 50.00		\$ 50.00
6/16/2020			\$ 30.00		\$ 30.00
6/26/2020			\$ 10.00		\$ 10.00
				Total Owed to County	\$ 140.00

CHP CREDIT CARDS			
Jun-20			
Date		Amount	Amount Owed to County
6/8/2020		\$ 63.00	\$ 63.00
6/8/2020		\$ 152.50	\$ 152.50
6/8/2020		\$ 152.50	\$ 152.50
6/8/2020		\$ 152.50	\$ 152.50
6/9/2020		\$ 152.50	\$ 152.50
6/11/2020		\$ 63.00	\$ 63.00
6/11/2020		\$ 152.50	\$ 152.50
6/16/2020		\$ 152.50	\$ 152.50
6/18/2020		\$ 63.00	\$ 63.00
6/18/2020		\$ 152.50	\$ 152.50
6/18/2020		\$ 152.50	\$ 152.50
6/22/2020		\$ 152.50	\$ 152.50
6/22/2020		\$ 152.50	\$ 152.50
6/22/2020		\$ 152.50	\$ 152.50
6/22/2020		\$ 152.50	\$ 152.50
6/23/2020		\$ 52.50	\$ 52.50
6/23/2020		\$ 152.50	\$ 152.50
6/25/2020		\$ 152.50	\$ 152.50
6/26/2020		\$ 152.50	\$ 152.50
7/8/2020		\$ 63.00	\$ 63.00
		Total Owed to County	\$ 2,592.00

CIVIL CHECKS \$ 219.00
 CIVIL CREDIT CARDS \$ 590.00
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 140.00
 CHP CREDIT CARDS \$ 2,592.00
 TOTAL PAID TO GENERAL FUND \$ 3,541.00 Check#747
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 329.00

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR JUNE 2020		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	5.35	@ \$1.17	\$6.26
City of Sterling Clean-up	SFCC	464.71	@ \$1.17	\$543.71
City of Sterling Packers	SF	655.44	@ \$15.17	\$9,943.02
City of Sterling Dump Trucks	CL	21.55	@ \$23.17	\$499.31
General Public		86.66	@ \$23.17	\$2,007.91
Commercial (Packers & Roll Offs)	C	1050.19	@ \$23.17	\$24,332.90
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	930.87	@ \$36.17	\$33,669.57
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	140.65	@ \$46.34	\$6,517.72
Industrial Waste Out of County	IDOC		@ \$72.34	\$0.00
Rural Free Certificates	NC	163.28	NC	
All County Vehicles	NCC	26.31	NC	
TOTAL TONS		3545.01		
\$10.00 MINIMUM DIFFERENTIAL				\$802.82
\$20.00 MINIMUM DIFFERENTIAL				\$19.35
E-Waste Recycling		21 ITEMS		\$106.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood		6.88		
Car Tires (CHG)		73	@ \$5.00	\$365.00
Truck Tires (CHG)		4	@ \$8.00	\$32.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		6	@ \$5.00	\$30.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		1373		
TOTAL OC & IDOC				\$6,537.07
TOTAL IN COUNTY				\$72,338.51
GRAND TOTAL				\$78,875.58

SIGNED BY:

DATE:

April Kuman
7/1/2020

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jun-20	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	470.06	681.24	\$10,990.42
CHARGE	1933.25	1945.15	\$56,736.05
CITY OF STERLING	1141.70	1157.54	\$11,149.11
TOTAL	3545.01	\$3,783.93	\$78,875.58
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	6.88		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	3551.89		

SIGNED BY:

DATE:

Apurva Jensen
7/1/2020

SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER

JANUARY 1, 2020 THRU JUNE 30, 2020

FUND	BEGINNING BALANCE	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	ENDING BALANCE
COUNTY GENERAL	\$ 6,798,694.25	\$ 11,174,979.15	\$ 6,011,897.26	\$ 11,961,776.14
ROAD & BRIDGE	\$ 4,314,177.13	\$ 2,950,685.15	\$ 2,455,616.87	\$ 4,809,245.41
CONTINGENT	\$ 632,999.55	\$ -	\$ -	\$ 632,999.55
HUMAN SERVICES	\$ 1,836,779.13	\$ 2,446,068.06	\$ 2,184,459.22	\$ 2,098,387.97
CAPITAL EXPENDITURES	\$ 541,050.51	\$ 911,821.01	\$ 781,703.08	\$ 671,168.44
LOGAN COUNTY JUSTICE CENTER	\$ 2,383,825.15	\$ 13,673.41	\$ 39,756.31	\$ 2,357,742.25
TELEVISION TRANSMITTER	\$ 94,431.88	\$ 78,274.31	\$ 17,864.49	\$ 154,841.70
PEST CONTROL	\$ 208,597.28	\$ 185,371.16	\$ 94,544.19	\$ 299,424.25
LOGAN CO LODGING TAX TOURISM FUND	\$ 162,622.76	\$ 48,661.97	\$ 40,441.18	\$ 170,843.55
L/C WASTE DISPOSAL FUND	\$ 1,876,549.21	\$ 350,889.61	\$ 300,229.93	\$ 1,927,208.89
L/C WASTE DISPOSAL CLOSURE COSTS	\$ 453,433.43	\$ 36,048.51	\$ -	\$ 489,481.94
CONSERVATION TRUST FUND	\$ 200,869.66	\$ 32,799.27	\$ (46.33)	\$ 233,715.26
LC FAIR FUND	\$ 137,756.12	\$ 108,981.00	\$ 55,491.02	\$ 191,246.10
CAPITAL IMPROVEMENT FUND	\$ 273,960.12	\$ 938,837.99	\$ 198,305.94	\$ 1,014,492.17
LOGAN COUNTY AMBULANCE FUND	\$ 273,498.46	\$ 354,679.72	\$ 374,198.86	\$ 253,979.32
STERLING	\$ 14,467.04	\$ 1,268,802.66	\$ 1,006,902.52	\$ 276,367.18
FLEMING	\$ 601.07	\$ 51,255.49	\$ 42,402.24	\$ 9,454.32
PEETZ	\$ 418.56	\$ 35,273.95	\$ 30,761.50	\$ 4,931.01
CROOK	\$ 234.65	\$ 17,986.71	\$ 13,258.50	\$ 4,962.86
MERINO	\$ 26,376.37	\$ 23,236.05	\$ 418.05	\$ 49,194.37
ILIFF	\$ 233.28	\$ 10,371.13	\$ 8,991.47	\$ 1,612.94
STERLING ROAD & BRIDGE	\$ 190.54	\$ 69,449.40	\$ 29,391.76	\$ 40,248.18
FLEMING ROAD & BRIDGE	\$ 3.56	\$ 1,374.73	\$ 581.59	\$ 796.70
PEETZ ROAD & BRIDGE	\$ 1.85	\$ 712.83	\$ 301.58	\$ 413.10
CROOK ROAD & BRIDGE	\$ 1.14	\$ 458.25	\$ 193.82	\$ 265.57
MERINO ROAD & BRIDGE	\$ 937.07	\$ 967.40	\$ 19.35	\$ 1,885.12
ILIFF ROAD & BRIDGE	\$ 1.85	\$ 763.73	\$ 322.98	\$ 442.60
ASSURANCE	\$ 750.20	\$ 1.20	\$ -	\$ 751.40
CLERK ACCOUNT	\$ 572,582.84	\$ 3,085,640.74	\$ 3,038,505.87	\$ 619,717.71
CLERK COUNTY SURCHARGE	\$ -	\$ 2,223.33	\$ -	\$ 2,223.33
CLERK VITAL RECORDS	\$ 30.00	\$ 207.00	\$ 171.00	\$ 66.00
CLERK STATE	\$ 200.00	\$ 1,380.00	\$ 1,140.00	\$ 440.00
CLERK STATE SURCHARGE	\$ 655.33	\$ 4,446.67	\$ 4,430.00	\$ 672.00
COUNTY UTV	\$ -	\$ -	\$ -	\$ -
S.P. REGIONAL TRANSPORTATION AUTH	\$ -	\$ 5,231.02	\$ 5,231.02	\$ -
UNINSURED MOTORIST	\$ -	\$ 1,671.63	\$ -	\$ 1,671.63
DIVISION OF WILDLIFE	\$ -	\$ 19,495.16	\$ 19,495.16	\$ -
STATE MOBILE HOME LIEN FEE	\$ -	\$ -	\$ -	\$ -
P.I.L.T. DISTRIBUTION	\$ -	\$ 38,249.24	\$ 38,249.24	\$ -
NCWC	\$ 1,826.04	\$ 189,701.75	\$ 157,613.29	\$ 33,914.50
SPWC	\$ 908.47	\$ 185,464.71	\$ 152,677.13	\$ 33,696.05
FGWM LEVY	\$ 29.27	\$ 3,048.85	\$ 2,615.51	\$ 462.61
STERLING FIRE	\$ 7,148.28	\$ 762,834.68	\$ 598,566.81	\$ 171,416.15
CROOK FIRE	\$ 2,608.53	\$ 253,061.01	\$ 199,377.36	\$ 56,292.18
PEETZ FIRE	\$ 1,892.60	\$ 202,674.65	\$ 145,881.20	\$ 58,686.05
HAXTUN FIRE	\$ 426.57	\$ 44,028.57	\$ 37,982.91	\$ 6,472.23
HAXTUN FIRE PENSION	\$ 26.54	\$ 2,748.35	\$ 2,370.89	\$ 404.00
FLEMING FIRE	\$ 975.08	\$ 103,848.42	\$ 83,702.98	\$ 21,120.52
STERLING URBAN RENEWAL AUTHORITY	\$ 0.00	\$ 724,158.81	\$ 609,480.92	\$ 114,677.89
TAYLOR GRAZING ACT	\$ 758.06	\$ -	\$ -	\$ 758.06
U.S. MINERAL LEASES	\$ -	\$ -	\$ -	\$ -
SPEC-O-TAX CLASSES ABCD&F	\$ -	\$ 1,407,515.55	\$ 1,407,515.55	\$ -
PICKETT SUBDIVISION ESCROW	\$ -	\$ -	\$ -	\$ -
HAXTUN SOIL CONSERVATION DIST	\$ 46.62	\$ 4,823.71	\$ 4,058.45	\$ 811.88
LC WATER CONSERVANCY DIST	\$ 2,852.09	\$ 293,298.55	\$ 228,433.79	\$ 67,716.85
REPUBLICAN RIVER WATER CONSERVATION	\$ -	\$ 75,757.74	\$ 74,598.20	\$ 1,159.54
ILIFF IRRIGATION	\$ -	\$ 23,191.47	\$ 22,831.84	\$ 359.63
LOGAN IRRIGATION	\$ 0.00	\$ 49,141.17	\$ 46,694.09	\$ 2,447.08
NORTH STERLING IRRIGATION	\$ 0.00	\$ 607,950.20	\$ 576,991.21	\$ 30,958.99
ILIFF DRAINAGE	\$ -	\$ 1,587.12	\$ 1,538.26	\$ 48.86
FGMD WELL ASSESSMENT	\$ (0.00)	\$ 1,248.56	\$ 1,211.16	\$ 37.40
BOND & INTEREST	\$ -	\$ 90,967.69	\$ -	\$ 90,967.69
TREASURERS' DEED	\$ 3,386.60	\$ 501.26	\$ 3,904.08	\$ (16.22)
PUBLIC TRUSTEE SPECIAL RESERVE FUND	\$ 16,090.22	\$ 20.42	\$ -	\$ 16,110.64
COUNTY TREASURERS COMMISSION & FEE	\$ 2.48	\$ 355,607.09	\$ -	\$ 355,609.57
COUNTY CLERK'S FEE FUND	\$ -	\$ 132,227.49	\$ -	\$ 132,227.49
SHERIFF'S FEE FUND	\$ 20.00	\$ 37,628.18	\$ 2,638.00	\$ 35,010.18

ASSESSORS FEES	\$ -	\$ 1,941.40	\$ -	\$ 1,941.40
PUBLIC TRUSTEE ACCOUNT	\$ 3,895.50	\$ 8,595.75	\$ 8,757.72	\$ 3,733.53
PUBLIC TRUSTEE ESCROW ACCT	\$ 15,397.75	\$ 26,209.40	\$ 37,515.80	\$ 4,091.35
PUBLIC TRUSTEE SALARY FUND	\$ 5,494.51	\$ 1,664.48	\$ 6,065.01	\$ 1,093.98
REDEMPTIONS	\$ 871.73	\$ 17,899.14	\$ 17,899.14	\$ 871.73
SUSPENSE	\$ 431,299.04	\$ 140,595.55	\$ 503,548.59	\$ 68,346.00
TAX ADVERTISING	\$ -	\$ 10.00	\$ -	\$ 10.00
RE-1 GENERAL FUND	\$ 79,753.81	\$ 6,381,784.27	\$ 6,372,801.25	\$ 88,736.83
RE-2J GENERAL FUND	\$ 2,390.03	\$ 198,536.37	\$ 198,387.79	\$ 2,538.61
RE-3 GENERAL FUND	\$ 11,200.58	\$ 1,208,234.46	\$ 1,170,926.04	\$ 48,509.00
RE-4J GENERAL FUND	\$ 6,480.39	\$ 533,577.06	\$ 531,950.77	\$ 8,106.68
RE-5 GENERAL FUND	\$ 15,688.59	\$ 1,661,835.19	\$ 1,646,059.63	\$ 31,464.15
RE-11J (WELD) GENERAL FUND	\$ 1.99	\$ 318.43	\$ 317.15	\$ 3.27
RE-1 BOND ISSUE 2006	\$ 2,228,990.37	\$ 3,564,915.70	\$ 2,007,577.21	\$ 3,786,328.86
RE-2 BOND	\$ 0.00	\$ 41,551.94	\$ 41,520.43	\$ 31.51
RE-3 BOND ISSUE 2006	\$ 1.88	\$ 28,323.32	\$ 27,407.38	\$ 917.82
RE-4J BOND ISSUE 2008	\$ (0.00)	\$ 125,082.30	\$ 124,676.56	\$ 405.74
RE-11J BOND	\$ -	\$ 25.49	\$ 25.49	\$ -
AIMS COLLEGE GENERAL FUND (WELD)	\$ 1.99	\$ 385.64	\$ 383.86	\$ 3.77
6 MONTH FUND TOTAL	\$ 23,647,395.60	\$ 43,765,490.53	\$ 33,851,733.12	\$ 33,561,153.01

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 not include outstanding warrants not presented as of June 30, 2020.

For six months - ending June 30, 2020. Filed in my office this 8th day of July 2020.

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, 2020.

County Treasurer

Chairman

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JUNE 2020**

COUNTY FUNDS	5/31/20 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	6/30/20 BALANCE
COUNTY GENERAL	\$ 10,444,368.77	\$ 1,976,101.47	\$ 84,195.27	\$ 286,823.18	\$ -	\$ (788,609.09)	\$ (41,103.46)	\$ 11,961,776.14
ROAD & BRIDGE	\$ 4,964,764.93	\$ 101,336.73	\$ 5,063.33	\$ 348,177.24	\$ -	\$ (603,967.11)	\$ (6,129.71)	\$ 4,809,245.41
CONTINGENT	\$ 632,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632,999.55
CAPITAL EXPENDITURES	\$ 546,872.85	\$ 79,235.19	\$ 3,375.80	\$ 324,778.51	\$ -	\$ (281,509.21)	\$ (1,584.70)	\$ 671,168.44
JUSTICE CENTER	\$ 2,356,602.89	\$ -	\$ -	\$ 1,139.36	\$ -	\$ -	\$ -	\$ 2,357,742.25
TELEVISION FUND	\$ 139,534.39	\$ 11,884.47	\$ 506.29	\$ 5,714.16	\$ -	\$ (2,559.93)	\$ (237.68)	\$ 154,841.70
PEST CONTROL	\$ 254,111.84	\$ 19,880.82	\$ 1,353.94	\$ 37,603.46	\$ -	\$ (13,128.19)	\$ (397.62)	\$ 299,424.25
LODGING TAX	\$ 162,965.60	\$ -	\$ -	\$ 12,362.59	\$ -	\$ (4,484.64)	\$ -	\$ 170,843.55
SOLID WASTE	\$ 1,891,563.03	\$ (4.83)	\$ -	\$ 81,196.75	\$ -	\$ (45,546.16)	\$ 0.10	\$ 1,927,208.89
SOLID WASTE CLOSURE	\$ 485,896.51	\$ -	\$ -	\$ 3,585.43	\$ -	\$ -	\$ -	\$ 489,481.94
CONSERVATION TRUST	\$ 217,359.42	\$ -	\$ -	\$ 16,355.84	\$ -	\$ -	\$ -	\$ 233,715.26
FAIR FUND	\$ 198,951.31	\$ -	\$ -	\$ 2,260.00	\$ -	\$ (9,965.21)	\$ -	\$ 191,246.10
CAPITAL IMPROVEMENT	\$ 898,518.61	\$ -	\$ -	\$ 158,207.78	\$ -	\$ (39,071.33)	\$ (3,162.89)	\$ 1,014,492.17
AMBULANCE FUND	\$ 272,371.97	\$ -	\$ -	\$ 46,700.45	\$ -	\$ (65,093.10)	\$ -	\$ 253,979.32
% TAX COLLECTED TO DATE								96.85%
TOTALS	\$ 23,466,881.67	\$ 2,188,433.85	\$ 94,494.63	\$ 1,324,904.75	\$ -	\$ (1,853,933.97)	\$ (52,615.96)	\$ 25,168,164.97

STATE OF COLORADO)

: ss.

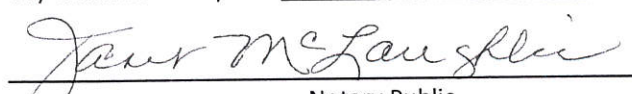
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$5,890,543.04 for the month of JUNE 2020 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JUNE 2020 is \$75,408.43 which includes fees for the County and all taxing authorities.


Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of JULY 2020, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

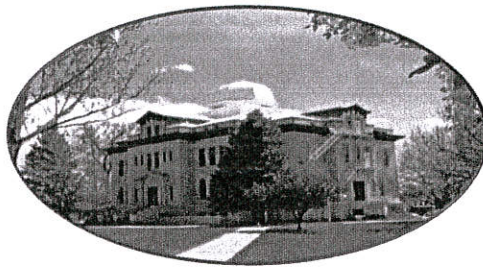
My Commission expires: September 23, 2021


Notary Public

JANET MCLAUGHLIN
Notary Public
State of Colorado
Notary ID # 20054037006
My Commission Expires 09-23-2021



PATRICIA BARTLETT
Logan County
Colorado
Treasurer and
Public Trustee



315 Main St., Ste. 4
Sterling, CO 80751
Phone (970) 522-2462
Fax (970) 521-4179
www.logancountyco.gov

July 2, 2020

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 \$3,165.00.

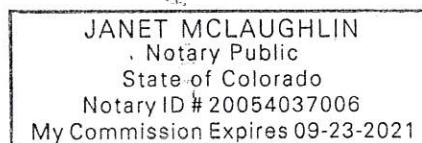
Patricia Bartlett, Logan County Public Trustee



STATE OF COLORADO)
 :SS.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 2nd day of July, 2020, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: September 23, 2021


Notary Public

APRIL 2020 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
58	0	0	2	1	1	0	0	0	62
\$ 870.00	\$ -	\$ -	\$ 300.00	\$ 35.00	\$ 75.00	\$ -	\$ -	\$ -	\$ 1,280.00

MAY 2020 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
78	0	0	2	0	1	0	0	0	81
\$ 1,170.00	\$ -	\$ -	\$ 300.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 1,545.00

JUNE 2020 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
75	0	1	2	0	1	0	0	0	79
\$ 1,125.00	\$ -	\$ 35.00	\$ 300.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 1,535.00

2ND QUARTER 2020 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
211	0	1	6	1	3	0	0	0	222
\$ 3,165.00	\$ -	\$ 35.00	\$ 900.00	\$ 35.00	\$ 225.00	\$ -	\$ -	\$ -	\$ 4,360.00

Clerk Fees Collected 2020

June

	2019	2020	
<u>Recording Fees Retained</u>	16,953.85	13,482.34	
<u>Motor Vehicle Fees Retained</u>	254,993.34	363,727.82	
Total	\$ 271,947.19	\$ 377,210.16	\$105,262.97

Fees & Taxes Distributed

State of Colorado	231,423.70	269,045.61	
City of Sterling	22,160.42	30,029.91	
Town of Fleming	603.47	1,031.31	
Total	\$ 254,187.59	\$ 300,106.83	\$45,919.24

Fees Retained Year to Date \$1,867,471.64

Submit to Local Licensing Authority

**LU'S BUFFALO STOP INC
32351 COUNTY RD #52
Iliff CO 80736**

Fees Due		
Renewal Fee		117.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

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

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LU'S BUFFALO STOP INC		Doing Business As Name (DBA) LU'S BUFFALO STOP INC		
Liquor License # 15-29709-0000	License Type Fermented Malt	Sales Tax License # 15297090000	Expiration Date 09/03/2020	Due Date 07/20/2020
Business Address 32351 COUNTY RD #52 Iliff CO 80736				Phone Number 9705220226
Mailing Address 32351 COUNTY RD #52 Iliff CO 80736			Email lufundus@yahoo.com	
Operating Manager Luann K Fundus	Date of Birth 11-16-54	Home Address 36379 CR #60 CROOK, CO. 80726		Phone Number (970) 886-3071
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Luann K Fundus

Title

Owner

Signature

Luann K Fundus

Date

7-11-20

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Date

Signature

Title

Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Luann K Funder am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Lu's Buffalo Stop (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Lu's Buffalo Stop</u>		Social Security Number/Tax Identification Number <u>506-76-6454 - 41-2031413</u>	
Address <u>32351 CR # 52</u>			
City <u>Iliff</u>		State <u>CO</u>	Zip <u>80734</u>
Home Phone Number <u>(970) 886-3071</u>		Business/Work Phone Number <u>(970) 522-0226</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Luann K Funder</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Luann K Funder</u>			Date signed <u>7-11-20</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

1 PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING, CO 80751

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.

2 DESCRIPTION OF THE UNITS

DESCRIPTION OF UNIT(s) Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	MONTHLY RENT This is due per period, as stated below in Section 4.	OPTION PURCHASE PRICE Payment at end of lease for purchase of Unit (see Section 16).	MAX ANNUAL HOURS/ MILEAGE Maximum annual usage of Unit (see Return Agreement).	DELIVERY DATE Enter date machine was delivered to you.
1 New 140-13AWD Caterpillar Motor Grader	N9500340	\$2,682.92	\$162,750.00 (Cat Value Option)	1500	

LOCATION OF UNITS: 12603 CR 33
STERLING, CO 80751, LOGAN

You acknowledge that the Units described above were delivered to you in good working condition and that you accepted them on the date indicated. The Lease Return Conditions agreement ("Return Agreement") submitted by you to us for each Unit is made a part of and incorporated into this Lease.

SIGNATURES

By signing this Lease, you certify that you have received and read this Lease, including the following 4 pages titled "Terms and Conditions", which make up part of this Lease, and all the other Lease Documents and each Return Agreement.

LESSOR

Caterpillar Financial Services Corporation

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE

LOGAN COUNTY ROAD & BRIDGE

Signature _____

Name (print) Jeffrey D Reeves

Title Road & Bridge Manager

Date 6/10/2020



TERMS AND CONDITIONS

3. **Lease Term** The Lease Term will start on the date we sign the Lease and will continue for 60 months, unless earlier terminated or canceled as permitted herein.
4. **Rent** You will pay us the Monthly Rent beginning One month after the date we sign this Lease and on the same date of each month thereafter for the entire Lease Term. Monthly Rent will be due without demand. You will also pay us all other amounts payable under the terms of this Lease and under any other document executed in connection with this Lease, including each Return Agreement (the "Lease Documents") ("Other Payments", and together with the Monthly Rent, collectively, the "Rent"). You will pay the Rent to us at Caterpillar Financial Services Corporation; P.O. Box 100647, Pasadena, CA 91189-0647 or such other location that we designate in writing. **You agree this Lease constitutes a non-cancelable net lease. You also agree that your duties and liabilities under this Lease and the other Lease Documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier (as defined below), the manufacturer of each Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Lease.**
5. **Late Charges** If we do not receive a Rent payment on the date it is due, you will pay us, on demand, a late payment charge equal to five percent (5%) of the late Rent payment.
6. **Disclaimer of Warranties** You have selected each Unit based upon your own judgment. You understand that we are not the manufacturer or the seller of the Units. **WE MAKE NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THIS LEASE OR TO ANY UNIT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH UNIT IS LEASED "AS IS, WHERE IS." WE MAKE NO WARRANTIES AS TO THE QUALITY OF MATERIALS OR WORKMANSHIP OR THAT THE MATERIALS OR WORKMANSHIP COMPLY WITH THE TERMS OF ANY PURCHASE ORDER OR AGREEMENT. WE EXPRESSLY DISCLAIM, AND YOU WAIVE ALL OTHER WARRANTIES AND CLAIMS EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY UNIT OR THIS LEASE, INCLUDING WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTY THAT ANY UNIT IS MERCHANTABLE; (B) ANY IMPLIED WARRANTY THAT ANY UNIT IS FIT FOR A PARTICULAR PURPOSE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT; AND (E) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY FOR LOSS OF OR DAMAGE TO ANY UNIT, FOR LOSS OF USE, REVENUE, OR PROFIT WITH RESPECT TO ANY UNIT, FOR ANY LIABILITY TO ANY THIRD PARTY, OR FOR ANY OTHER INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING STRICT OR ABSOLUTE LIABILITY IN TORT. Nothing in this Lease takes away any rights you may have against any other parties (such as the Supplier or the manufacturer of any Unit). You agree to pursue only these third parties for any and all claims concerning any Unit except as to ownership and title. You are entitled to all the promises and warranties made by the Supplier to us with respect to the Units, and you may contact the Supplier in order to receive a description of those promises and warranties.**
7. **Possession, Use, and Maintenance** (a) At your own expense, you will use and keep the Units in good operating order and condition and at least in accordance with Supplier's and manufacturer's recommendations and all maintenance and operating manuals and service agreements, and in accordance with all applicable laws and regulations, including the rules or limits on idling, fleet average or site based exhaust emissions, or operational limitations, for which you have sole responsibility for compliance. (b) You will not abandon a Unit. (c) You will not sublease a Unit or permit the use of a Unit by anyone other than you. (d) You will not change the use of a Unit from that specified in the Return Agreement, without our prior written consent. (e) You will not change the Location of a Unit from that specified above without providing us with prompt written notice of such change. (f) You will not remove a Unit from the United States. (g) You will not sell, assign, transfer, create or allow to exist a lien, claim, security interest, or encumbrance on any of your rights under this Lease or with respect to a Unit. Each Unit is and will remain personal property regardless of its use or manner of attachment to realty. We have the right (but not the obligation) to inspect each Unit and its maintenance records. We also have the right to observe the use of each Unit and determine its hours of usage. You will not alter a Unit or affix any accessory or equipment to a Unit if doing so will impair its originally intended function or use or reduce its value. You will not make any "non-severable" addition (as defined for federal income tax purposes) to a Unit without our prior written consent. If added to a Unit, the following will immediately become our property: (i) replacement parts; (ii) parts essential to the operation of the Unit; and (iii) parts that cannot be detached from the Unit without interfering with the operation of the Unit or adversely affecting the value or utility the Unit would have had without the addition. All such parts will be deemed incorporated in the Unit and will be subject to the terms of this Lease as if originally leased under this Lease. If an Event of Default has occurred and is continuing, all parts, accessories, and equipment affixed to a Unit will become our property.
8. **Taxes** Rent includes all taxes arising from, or due in connection with, this Lease or the Units. **You will pay when due, or promptly reimburse us for payment of, all taxes (other than our federal, state, or local net income taxes) imposed on a Unit, or the Rent. You will also pay or reimburse us for all (i) license and registration fees, (ii) fines, penalties, interest, or additions to any tax, (iii) charges similar to those stated in clauses (i) and (ii) that are imposed in connection with the ownership, possession, use, or lease of a Unit from the time we purchase the Unit until it is returned to us or purchased by you. You will remain responsible for the payment, or reimbursement of, any such charges, regardless of when we receive notice of the charge. You will prepare and file, in a manner satisfactory to us, all reports or returns required with respect to a Unit. You will reimburse us in full for any amounts that we pay or advance without regard to early payment discounts. We may estimate the amount of, and bill you periodically in advance for, any charge. You will be responsible, however, for any difference between the estimated amount and the actual amount. Except as provided in this section, you agree that we are entitled to receive any and all federal, state, or local tax credits and benefits, if any, applicable to a Unit. We are entitled to income tax depreciation deduction for each Unit based on the use as described in the Return Agreement.**
9. **Tax Indemnity** This Lease is entered into on the basis that we are entitled to claim certain depreciation deductions on the Units in accordance with Section 168(a) of the Internal Revenue Code of 1986, as amended, (the "Code") based upon the applicable depreciation method and recovery period specified in Code Sections 168(b) and (c), and to similar state and local income tax deductions (collectively, the "Tax Benefits"). Our classification of a Unit under Code Section 168(e), our determination of the applicable depreciation method and recovery period, and our claim for an entitlement to the Tax Benefits are based solely upon your representations in Section 7 and the applicable Return Agreement. If we do not receive nor retain all of the Tax Benefits anticipated with respect to any Unit (a "Tax Loss"), because (a) of a change in the US federal income tax rate, (b) you move any Unit outside the United States, or (c) you use any Unit for a different purpose than stated in the applicable Return Agreement; you will pay us, within thirty (30) days after we provide you written notice of such Tax Loss, an amount which, in our opinion, will cause our net after-tax rate of return over the Lease Term in respect to the Unit to equal the net after-tax rate of return we would have realized if such Tax Loss had not occurred. For purposes of this section, we may be included in any affiliated group (within the meaning of Section 1504 of the Code) of which we are a member for any year in which a consolidated or combined income tax return is filed for the affiliated group.
10. **Loss or Damage** (a) You bear the risk of loss or damage to a Unit from the time we purchase the Unit (or from the beginning of the Lease Term, if earlier) until the Unit is returned to us or purchased by you in accordance with this Lease. Should any loss or damage occur, you will not be released from your obligations under the Lease or any other Lease Document. (b) You will provide prompt, written notice to us of any Total Loss (as defined below) or any material damage to any Unit. Any such notice will include any damage reports provided to any governmental authority, an insurer, or the Supplier, and

any documents pertaining to the repair of such damage, including copies of work orders and all invoices for related charges. (c) Without limiting any other term in this Lease, you will promptly repair all damage that does not constitute a Total Loss, to restore the Unit to the condition required by this Lease. (d) A Unit has incurred a "Total Loss" upon: (i) the disappearance, theft or destruction or any other total loss of such Unit; (ii) damage to the Unit that is uneconomical to repair; or (iii) the condemnation, confiscation, or other taking of title to or use of a Unit or the imposition of any lien on such Unit by any governmental authority. On the next Rent due date following a Total Loss (a "Loss Payment Date"), you will pay us the Monthly Rent due on that date plus the Casualty Loss Value of the Unit with respect to which the Total Loss has occurred (the "Lost Units"), together with any Other Payments due with respect to the Lost Units. Until such payment is made, you will continue to pay us the Monthly Rent on the due dates set forth in Section 4. Upon making the full payment required on the Loss Payment Date, your obligation to pay future Monthly Rent on the Lost Units will terminate, but you will remain liable for all Monthly Rent and all Other Payments on any remaining Units. Furthermore, upon receipt of the full payment required on the Loss Payment Date, we convey to you all of our right, title, and interest in the Lost Units, "AS IS WHERE IS", but subject to the requirements of any third party insurance carrier in order to settle an insurance claim. "Residual Value" means the future fair market value of a Unit at the end of the Lease Term (determined at Lease inception). "Casualty Loss Value" means the sum of: (i) the discounted present value of all unpaid future Rent for the Lost Units; (ii) the discounted present value of the Lost Unit's Residual Value as determined by us; and (iii) all other amounts then due under this Lease with respect to the Lost Units (including all Other Payments then owing and unpaid). If the Total Loss occurs after the final Rent due date of the Lease Term, the Casualty Loss Value will be determined as of the last Monthly Rent due date during the Lease Term. (e) We are not required to pursue any claim against any person in connection with a Total Loss or other loss or damage. (f) If we receive a payment under an insurance policy required under this Lease in connection with any Total Loss or other loss or damage to a Unit, and such payment is both unconditional and indefeasible, then provided you have complied with the applicable provisions of this section, we will either (i) if the payment results from a Total Loss, send you proceeds up to an amount equal to the Casualty Loss Value you previously paid us, or credit the proceeds against any amounts you owe us or (ii) if the payment results from repairs made pursuant to Section 10(c), send you proceeds up to an amount equal to the amount of your actually incurred costs of repair.

- 11. Waiver and Indemnity** You release and agree to indemnify, defend, and keep harmless, us (including any assignee of ours) and our directors, officers, agents and employees (each, an "Indemnitee"), from and against any and all Claims (defined below) (other than those directly resulting from the actual gross negligence or willful misconduct of the Indemnitee). To meet this obligation, you will pay, on a net after-tax basis, or otherwise discharge such Claims, when and as they become due. We will give you prompt notice of a Claim. You are entitled to control the defense of or to settle a Claim, so long as: (a) no Event of Default has occurred and is then continuing; (b) you are financially capable of satisfying your obligations under this section; and (c) we approve your proposed defense counsel. "Claims" means all claims, allegations, judgments, settlements, suits, actions, damages (whether incidental, consequential or direct), demands (for compensation, indemnification, reimbursement or otherwise), losses, penalties, fines, liabilities (including strict liability), and charges that we incur or for which we are or may be responsible, in the nature of interest, liens, and costs (including attorneys' fees and disbursements and any other legal or non-legal expenses of investigation or defense of any Claim, whether or not the Claim is ultimately defeated, or enforcing the rights, remedies, or indemnities provided for hereunder, or otherwise available at law or in equity to us), of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, by or against any person. Claims include any of the foregoing arising from: (i) a Lease Document; (ii) a Unit, including the contents and any regulated or hazardous substances at any time contained in a Unit or emitted from a Unit, (iii) the premises at which any Unit may be located from time to time; (iv) the ordering, acquisition, delivery, installation, or rejection of a Unit; (v) the possession of a Unit or any property to which the Unit may be attached from time to time; (vi) the maintenance, use, condition, ownership or operation of any Unit, during the Lease Term; (vii) the existence of a

latent or other defect (whether or not discoverable by you or us) with respect to a Unit; (viii) any Claim in tort for negligence or strict liability in relation to a Unit; (ix) any Claim for patent, trademark or copyright infringement in relation to a Unit; (x) the Total Loss or damage, return, surrender, sale, or other disposition of any Unit or any part thereof; or (xi) any Claim involving or alleging environmental damage, or any criminal or terrorist act, relating in any way to a Unit. To the extent necessary under law or regulation, in order to eliminate liability for us, we transfer and you accept the transfer from us of any and all liability associated with exhaust emissions in connection with the Units. If any Claim is made against you or an Indemnitee, the party receiving notice of the Claim will promptly notify the other. If the party receiving notice of the Claim fails to notify the other, however, your obligations are still in effect. You agree to be responsible for all costs and expenses, including reasonable attorneys' fees, incurred by us or our directors, officers, employees, agents, or assigns in defending such claims or in enforcing this section. Under no condition or cause of action will we be liable for any loss of actual or anticipated business or profits or any special, indirect, or consequential damages.

- 12. Insurance** You, at your expense, must keep each Unit insured with a commercial insurance policy for our benefit. This insurance must include physical damage insurance that will protect each Unit against all risks for an amount at least equal to the then-applicable Casualty Loss Value. You will also maintain commercial general liability insurance (including product and broad form contractual liability) covering each Unit for at least \$1,000,000 combined coverage for bodily injury and property damage per occurrence. All insurance must be in a form and with companies approved by us. The physical damage insurance shall specify you as named insured and us as loss payee, and the general liability policy shall specify you as named insured and us as additional insured. The insurance shall be primary, without the right of contribution from any insurance carried by us. You must promptly notify us of any occurrence that may become the basis of a claim. You must also provide us with all requested pertinent data. Upon demand, you must promptly deliver to us evidence of insurance coverage.

- 13. Events of Default** Each of the following is an event of default ("Event of Default"): (a) You fail to make a payment when due. (b) A representation or warranty made to us in connection with this Lease is incorrect or misleading. (c) You fail to observe or perform a covenant, agreement, or warranty and the failure continues for ten days after written notice to you. (d) A default occurs under any other agreement between you or a guarantor of this Lease (each a "Guarantor") and us or an affiliate of ours. (e) You, or a Guarantor, cease to do business, die, become insolvent, make an assignment for the benefit of creditors or file a petition or action under a bankruptcy, reorganization, insolvency or moratorium law, or a law for the relief of, or relating to, debtors. (f) Any filing of an involuntary petition under a bankruptcy statute against you or a Guarantor, or appointment of a receiver, trustee, custodian or similar official to take possession of your properties or those of a Guarantor, unless the petition or appointment ceases to be in effect within thirty days after filing or appointment. (g) There is a material adverse change in your, or a Guarantor's, financial condition, business operations or prospects. (h) There is a termination, breach, or repudiation of a Guarantor's guaranty.

- 14. Remedies** (a) If an Event of Default occurs, we will have the rights and remedies provided by this Lease and under the Uniform Commercial Code ("UCC") and any other law. Among these rights and remedies are to: (i) proceed at law or in equity, to enforce specifically your performance or to recover damages; (ii) declare this Lease in default, and cancel this Lease or otherwise terminate your right to use any Unit and your other rights, but not your obligations, (iii) require you to assemble Units and make them available to us at a place we designate; (iv) enter premises where a Unit may be located and take immediate possession of such Unit and remove (or disable in place) such Unit (and any unattached parts) without notice, liability, or legal process; (v) use your premises for storage without liability; (vi) sell or lease any of the Units, whether or not in our possession, at public or private sale, with or without notice to you, and apply or retain the net proceeds of such disposition in accordance with this Lease; (vii) enforce any or all of the preceding remedies with respect to any

lateral, or any proceeds of any such collateral, at any time to reduce any amounts you owe us; (viii) demand and recover from you all Liquidated Damages (as defined below) and all Other Payments whenever they are due; and (ix) if we financed your obligations under a warranty agreement such as an Equipment Protection Plan, Customer Service Agreement, or similar agreement, we may cancel the agreement on your behalf and receive the refund of the fees that we financed but had not received from you as of the date of the Event of Default. As used herein, "Liquidated Damages" means the liquidated damages (all of which, you hereby acknowledge, are damages to be paid in lieu of future Monthly Rent and expected Residual Values and are reasonable in light of the anticipated harm arising by reason of an Event of Default, and are not a penalty) described in the first sentence of parts (i) or (ii) of Section 14(b) below, depending upon the recovery and disposition of the Units.

(b) If an Event of Default occurs and:

(i) we recover a Unit and dispose of it by a lease or elect not to dispose of the Unit after recovery, you will pay us on demand an amount equal to the *sum* of (A) any accrued and unpaid Rent as of the date we recover the Unit, *plus* (B) the present value as of such date of the total Monthly Rent for the then remaining Lease Term, *minus* (C) either (1) the present value, as of the commencement date of any substantially similar re-lease of the Unit, of the re-lease rent payable to us for the period, commencing on such commencement date, which is comparable to the then remaining Lease Term or (2) the present value of the "market rent" for such Unit (as computed pursuant to Article 2A of the UCC ("Article 2A")) in the continental United States as of the date on which we have a reasonable opportunity to remarket the Unit for the period, commencing on such date, which is comparable to the then remaining Lease Term, as applicable; provided, however, you acknowledge that if we are unable after a reasonable effort to dispose of the Unit at a reasonable price and pursuant to other reasonable terms, or the circumstances reasonably indicate that such an effort will be unavailing, the "market rent" in such event will be deemed to be \$0.00, but in the event that we do eventually re-lease or otherwise dispose of the Unit, we will apply the net proceeds of such disposition, to the extent received in good and indefeasible funds, as a credit or reimbursement, as applicable, in a manner consistent with the terms of this Lease and the applicable provisions of Article 2A. Any amounts discounted to present value, shall be discounted at the rate of three percent (3%) per annum, compounded annually;

(ii) you fail to return a Unit in the manner and condition required by this Lease, or we recover and sell the Unit, you will pay to us on demand an amount calculated as the Casualty Loss Value of the Unit (determined as of the next Monthly Rent payment date after the date of the Event of Default), together with all costs and expenses (as defined below), *less* a credit for any disposition proceeds, if applicable pursuant to the application provisions in the next sentence. If we demand the Liquidated Damages under this part (ii) and recover and sell the Unit, we will apply any proceeds received in good and indefeasible funds: *first*, to pay all costs and expenses not already paid; *second*, to pay us an amount equal to any unpaid Rent due and payable, together with the Liquidated Damage amounts specified in this part (ii), to the extent not previously paid; *third*, to pay us any interest accruing on the amounts covered by the preceding clauses, plus late charges, from and after the date the same becomes due, through the date of payment; *fourth*, to pay us an amount equal to any remaining obligations that you owe us under this Lease.

The remedies provided to us are cumulative and in addition to all other remedies at law or in equity. You will remain liable for any deficiency and we will retain any excess after our exercise of these remedies. You agree to pay all charges, costs, expenses and reasonable attorney's fees incurred by us in enforcing this Lease. To the extent you are entitled to a refund from us, you agree we have the right to offset any obligation that you have with us or our affiliates with such refund.

15. Return of Unit On expiration of the Lease Term or if we demand possession of a Unit pursuant to the terms of the Lease, you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 7 and the applicable Return Agreement. You will deliver the Unit, at our option, (a) to the nearest

Caterpillar dealer selling equipment of the same type as the Unit; or (b) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 7 and the applicable Return Agreement, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. You are obligated to pay holdover rent in the amount equal to 1/30th of the Monthly Rent plus any other costs and expenses for each day following the end of the Lease Term on any Unit that is not returned or purchased pursuant to the terms of this Lease.

16. Purchase Option At the expiration of the Lease, if no Event of Default has occurred and is continuing, you may choose to purchase any Unit for the Option Purchase Price set forth on the front of this Lease if this Lease includes an Option Purchase Price. In order to exercise a purchase option, you must send written notice to us at least sixty (60) days prior to the end of the Lease Term. Upon receipt of the Option Purchase Price and all other amounts owing under the Lease, plus any taxes or our other costs and expenses arising from the sale of the Unit or the delivery of the bill of sale, we will deliver to you, upon request, a bill of sale without warranties except that the Unit is free of all encumbrances of any person claiming through us. You agree to purchase the Unit **"AS IS, WHERE IS, WITH ALL FAULTS."** Any applicable purchase option must be exercised as of the last day of the Lease Term and it is not available during any holdover period. You agree with us that the Option Purchase Price, if set forth in the table in Section 2 and identified as a Cat Value Option, is not less than the reasonably expected Residual Value (as defined in Section 10) of such Unit.

17. Your Assurances and Representations Each of us intends that: (i) this Lease constitutes a true "lease" and a "finance lease" as such terms are defined in Article 2A and not a sale or retention of a security interest; (ii) you have selected the "Supplier" (as defined in Article 2A) and have directed us to purchase each Unit from this Supplier; (iii) you were informed, before your execution of this Lease and are hereby informed in writing that you are entitled under Article 2A to the promises and warranties, including those of any third party, provided to us by the Supplier in connection with or as part of the purchase of the Units, and that you may communicate directly with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations on remedies relating thereto; and (iv) we are and shall remain the owner of each Unit (unless sold by us pursuant to any Lease Document), and you shall not acquire any right, title or interest in or to such Unit except the right to use it in accordance with the terms hereof.

You represent and warrant to us that: (a) You will use each Unit for business purposes only and not for personal, family or household use. (b) You will provide all financial information and reporting as we may reasonably require. (c) All credit, financial and other information submitted by you or on your behalf to us in connection with this Lease is and shall be true, correct and complete. (d) You will not change your name, principal place of business or primary residence and, if you are a business entity, your state of formation or form of business organization (including by merger, consolidation, reincorporation or restructure) without prior written notice to us. (e) We may share any of your information provided by you, or gathered by us, with any affiliate of ours that has or may extend credit to you. (f) You will not assign this Lease or any right or obligation under it without our prior written consent. (g) None of (A) you, or any of your respective directors, officers or employees, or any guarantor of this Lease, (each, a "Relevant Person"), or (B) to your knowledge, any agent or subsidiary of yours that will act in any capacity in connection with or benefit from this Lease and the leasing hereunder, is at any time a Sanctioned Person. "Sanctioned Person" means, at any time, (i) a person listed in any sanctions-related list of designated persons maintained by the U.S. Department of the Treasury, the U.S. Department of Commerce, the U.S. Department of State, or by the United Nations Security Council, the European Union or any EU member state, or (ii) any person owned or controlled by any such person. (h) No Unit or other proceeds received under the terms of this Lease will be used by you or any other Relevant Person, or to your knowledge, by any of your agents or subsidiaries, in violation of any applicable laws, rules, or regulations relating to (A) bribery or corruption, or (B) economic or financial sanctions or trade embargoes.

You agree, at your expense, to do any act and execute, acknowledge, authorize, deliver, file, register, and record any documents that we deem desirable in our reasonable discretion to protect our title or rights in a Unit and our rights and benefits under this Lease. You hereby irrevocably appoint us as your attorney-in-fact for the signing and filing of such documents and authorize us to delegate these limited powers.

You will not remove, disable, or impair any Unit monitoring system such as Cat® Product Link, if the Unit is equipped with such system. You agree to permit Caterpillar Inc. or its subsidiaries or affiliates, including us (collectively "Caterpillar") and Caterpillar dealers to access data concerning the Unit, its condition, and its operation transmitted from the monitoring system. The information may be used: (1) to administer, implement, and enforce the terms of this Lease, (2) to recover the Unit if necessary, and (3) to improve Caterpillar's products and services. You agree that information transmitted may include, among other things, the serial number, VIN, location, and operational and other data, including but not limited to fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments.

- 18. Assignment; Counterparts** We may assign, sell or encumber all or any part of this Lease, the Rent, and the Units with or without notice to you. THE RIGHTS OF ANY SUCH ASSIGNEE WILL NOT BE SUBJECT TO ANY DEFENSE, COUNTERCLAIM OR SET OFF WHICH YOU MAY HAVE AGAINST US. If requested by us, you will assist us in the assignment of any of our rights under this Lease. If requested by us, you will also sign a notice of assignment in a form approved by us. If notified by us, you will make all payments due under this Lease to the party designated in the notice without offset or deduction. In connection with any potential or actual assignment, you consent to the sharing of your credit file information, including personal information relating to your principals, with any potential assignee. Upon any assignment by us of our rights under this Lease, and except as may otherwise be provided herein, all references in this Lease to "Lessor", "we", "us", and "our" will mean the assignee. This Lease is for the benefit of, and is binding upon, your and our respective successors and assigns. Though multiple counterparts of this document may be signed, only the counterpart accepted, acknowledged, and certified by us on the signature page as the original will constitute original chattel paper.

A photocopy or facsimile of this Lease will be legally admissible under the "best evidence rule." A signed copy of this Lease and any related document sent electronically will be treated as an original document and will be admissible as evidence thereof, and all signatures thereon will be binding as if manual signatures were personally delivered.

19. Effect of Waiver; Entire Agreement; Notices; Applicable Law

Our delay or omission in exercising any right or remedy will not impair such right or remedy. A delay or omission by us will not be construed as a waiver of any Event of Default. Any waiver or consent by us must be in writing. This Lease and the Lease Documents completely state our and your rights and supersede all prior agreements with respect to a Unit. All notices must be in writing, addressed to the other party at the address stated on the front of this Lease or at such other address as may be furnished in writing. This Lease is governed by and construed under the laws of the State of Tennessee, without giving effect to the conflict-of-laws principles. You consent to the jurisdiction of any state or federal court located within the State of Tennessee. **THE PARTIES WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS LEASE, THE OBLIGATIONS, OR THE UNITS.**

20. No Agency; Modification of Lease; Miscellaneous

No person or entity, including, without limitation, the supplier or the manufacturer of the Units, is authorized to act as our agent regarding this Lease. No waiver, modification, or change in this Lease will bind us unless provided by us in writing. Oral agreements are not binding. You agree that we may correct patent errors in this Lease and the Lease Documents and fill in blanks including for example correcting or filling in serial numbers, VIN numbers, and dates. Headings in this Lease are inserted for convenience only. Headings do not affect the meaning or interpretation of this Lease. If a provision of this Lease is invalid under any law, it shall be deemed omitted. Any such omission will not invalidate the remaining provisions. To the extent any payment due us under this Lease is deemed to be usurious, the payment obligation shall be amended and limited to the maximum lawful amount. All obligations under this Lease survive the expiration or termination of the Lease if necessary to give full effect to the terms of this Lease.

NON-APPROPRIATIONS ADDENDUM TO TAX LEASE
Transaction Number 3899249



PARTIES

LESSOR ("we", "us" or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING
CO 80751

We and you agree to add the following paragraph to the Lease:

You represent and warrant to us that you (i) have sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year and (ii) reasonably believe that funds can be obtained sufficient to make all rental payments during the term of the Lease. You hereby covenant that you will do all things reasonably within your power to obtain funds from which the rental payments may be made, including (i) providing for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding and (ii) using your *bona fide* best efforts to have such portion of the budget approved. It is your intent to make rental payments for the full term of this Lease if funds are available therefor, and you represent that the use of the Units is essential to your proper, efficient and economic operation. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise not available in any fiscal year for rental payments due under this Lease, then you will immediately notify us of such occurrence and this Lease will terminate on the last day of the fiscal year for which appropriations were received. You will not incur any penalty or expense as a result of any such termination of this Lease, and you will have no obligation to make rental payments with respect to the remainder of the Lease, but you will be obligated to pay rental payments to the extent funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, you agree to return the Units to us pursuant to Section 15 of this Lease, and we will have all legal and equitable rights and remedies to take possession of the Units. Notwithstanding the foregoing, you agree that you will not cancel this Lease if any funds are appropriated for the acquisition, retention or operation of the Units or other equipment performing functions similar to the Units.

SIGNATURES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____

Name (print) _____

Title _____

Date _____

LESSEE

LOGAN COUNTY ROAD & BRIDGE

Signature _____

Name (print) Jeffrey B Reeves

Title Road & Bridge Manager

Date 6/10/2020





INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER

Per your Lease agreement with us, you must arrange physical damage and general liability insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call **1-800-248-4228**, or e-mail Cat.Insurance@cat.com.

Please complete this form to provide contact information for your liability coverage as well as your physical damage coverage if you did not elect Caterpillar Insurance for physical damage.

Transaction Number: 3899249 Dealer Name: WAGNER EQUIPMENT CO.
Customer's Name: LOGAN COUNTY ROAD & BRIDGE
Address: 12603 CR 33
STERLING, CO 80751

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 140-13AWD	2020 Caterpillar Motor Grader	N9500340		\$268,736.60

CTSI
Insurance Agency Insurance Agent's Name
800 Grant St 4th Floor
Street Address
Denver CO 80203
City State Zip
Agent's Phone Number Fax Number E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation and its successors and/or assigns as a Loss Payee for physical damage and as an Additional Insured for general liability:

- ☐ To my existing policy number(s) 2020 Self Insured, which now provide the coverage required, or
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

- ☒ I do not need outside insurance coverage at this time.
☐ I have outside insurance coverage and have provided agency information or a copy of the insurance certificate.



Signature: _____

Name (PRINT): Jeffrey B Reeves

Title: Road + Bridge Manager

Date: 6/10/2020

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE



Lease Return Conditions (Not for use with On-Highway Vehicles, Drills, Draglines, Electric Rope Shovels, Highwall Miners and Underground Equipment)

This Lease Return Conditions agreement (this "Return Agreement"), which may also be referred to as an "Application Survey," is part of and incorporated into that certain Tax Lease, Transaction No. 3899249 (the "Lease") entered into between the Lessee and the Lessor named in the Lease. Capitalized terms used in this Return Agreement but not defined shall have the meaning ascribed to them in the Lease.

1. EQUIPMENT DESCRIPTION

Make: Caterpillar Model: 140-13AWD Serial No: N9500340

Unit Configuration and Attachments:	Tires	Lift Front; Moldboard	Cab
	Air Conditioning		
	Ripper	Scarifier Mid Mount	Lever
	Straight Blade	Autoshift Transmission	Push Plate

Unit Usage & Primary Operating Environment: Standard Environment - Agricultural-Crop, Ag Non-Manure, Road Building, Utilities, Dams & Bridges, Airport, Site Prep Landfill, Landscaping, Pipeline, Commercial Residential, Site Development.

If there are any changes to your Unit usage or operating environment, please communicate this change to Caterpillar Financial immediately.

2. RETURN OF UNIT / EXCESS USAGE

Lessee will notify Lessor of its intention to return the Unit at least sixty (60) days before the end of the Lease Term, and will return the Unit to the Lessor in accordance with the terms in the Lease. Lessee will be responsible for performing any loading, unloading, disassembly, reassembly, testing, inspecting, and transportation of the Unit (including all leased attachments), and will do so in a manner consistent with the manufacturer's recommendations and practices.

Total Lease Hours: 7500.00 Current Hours: 0.00 Total Allowable Unit Hours: 7500.00

If any Unit is returned with hours of use exceeding the Total Allowable Unit Hours (the "Excess Hours"), Lessee will pay Lessor additional rent in an amount equal the Excess Hours multiplied by \$23.61. The hours of use for the Unit shall be determined, at Lessor's option, by the hour meter attached to the Unit, the engine Electronic Control Module (ECM), or Cat® Product Link (if available).

3. RETURN CONDITIONS

A. General Condition

i. Lessee shall return the Unit in the same configuration and with all the components, accessories and attachments that were included on the Unit at the beginning of the Lease Term (including any items stated on the invoice to Lessor) regardless of operating condition, and shall not modify a Unit from its original configuration without written approval by Lessor.

ii. Lessee shall use only the manufacturer's genuine or specifically recommended replacement parts for all maintenance, repairs and overhauls. Will fit, off brand, and parts that have not been specifically recommended by the manufacturer are NOT acceptable, and Lessee will be assessed for the full cost of replacing such parts (including labor).

iii. Lessee shall operate the Unit in accordance with the manufacturer's published operation, application, loading, lubrication, and maintenance guidelines and policies; ensure all repairs, maintenance, and overhauls are performed at recommended intervals and in a manner consistent with the manufacturer's recommendations and practices; and make all warranty repairs and manufacturer recommended product updates prior to the return of the Unit.

iv. Cooling, hydraulic, power generation, power train, power transmission, air, heating, fuel, and lubrication systems may not have any damage, system leaks or be contaminated. All internal fluids and reservoirs, such as coolant, lube oil, grease, and hydraulic fluids must be filled at operating levels, all filler caps must be secured with no leaks, all filters must be new and meet or exceed manufacturer standards. Lessee must enroll Unit in a Caterpillar dealer Scheduled Oil Sampling (or comparable) program.

B. **Cleaning.** Each Unit must be cleaned to a commercially acceptable appearance and all rust and corrosion properly removed or treated. All foreign and/or hazardous material (e.g. waste, dirt, non-OEM decals, refuse, coal, rock, limestone, cement, phosphate, concrete, asphalt, gypsum, etc.) on or adhered to the Unit must be properly removed and disposed of in accordance with all applicable federal, state and local laws and regulations.

C. **Undercarriage/Tires and Ground Engaging Tools (GET).** The wear surface in use of each individual GET item and track component (e.g., belts, links, pads, sprockets, idlers, undercarriage pins & bushings) shall be no more than 50% worn according to the manufacturer's wear specifications and guidelines. Recapped tires are not acceptable. All tires shall be the same size, type and brand (or similar quality brand if the original brand is no longer available) as the tires on the Unit when it was first delivered to Lessee. Lessee shall be charged for wear on tires, undercarriage, and GET based on the following payment schedule:

Wear %	Charge to Lessee
0 - 50%	→ No charge
50 - 90%	→ Charge will be between 0% to 100% of estimated replacement cost depending on where the wear % falls within this range (e.g., 60% wear would result in a charge equal to 25% of the estimated replacement cost).
90 - 100%	→ 100% of estimated replacement cost

If any tire, undercarriage component, or GET component is inoperable, broken, missing, damaged, bent, leaking, cracked, includes section repairs or rated Poor, Lessee will be responsible for 100% of the estimated replacement cost regardless of its wear percentage.

- D. **Electrical System.** The alternator/generator, starter, electric motors, drives, and electronic control units must operate as intended. All electrical harnesses and connections must be in functional condition and properly secured with no sectional repairs. All electronic functions and accessories, controls, monitoring systems, touch screens, gauges, cameras, internal & external lighting, senders, and switches must be fully readable and functional as originally intended. All batteries must be fully operational without any dead cells or cracked cases.
- E. **Engine.** All engine components, as well as engine retarder brakes and emissions aftertreatment devices, must meet or exceed the manufacturer's minimum recommended specifications while operated under full load. This determination will be made by subjecting the engine to standard industry testing and will be conducted by an inspection agent approved by Lessor (normally the local Cat dealer).
- F. **Mechanical & Hydrostatic Drive Train.** All drive train components (e.g., drive train controls, accessories, transmissions, hydrostatic drive systems, power transfer gearboxes, differentials, planetaries, swing gear boxes, and torque converters) shall operate as intended at full load with no overheating, leaks, or excessive vibrations or noise.
- G. **Brakes.** All parts of the brake system (e.g., the brake controls, service brakes, parking or emergency brake, swing brake, planetary and wet brake systems) shall function as intended and operate without leaks, noise, or vibrations.
- H. **Hydraulic Equipment.** All hydraulic equipment (e.g., hydraulic controls, accessories, pumps, motors, cylinders, valves, pipe/tubing and hoses) must be properly secured and operate as intended with no leaks, vibration, noise, drift, bent or damaged cylinders, excessive motor case drain, or linkage bushings/pins worn past service limits. Hydraulic cycle times must meet the manufacturer's minimum performance specifications.
- I. **Air Conditioning & Heating Systems.** All air conditioning systems and components (e.g., controls, compressors, evaporators, condensers, motors, valves, lines, fittings, louvers, ducting, recirculation components and filters) must operate as intended and without leaks, noise, or vibrations.
- J. **Structures, Parts, & Components.** All of the Unit's components (e.g., welds, plates, frames, tanks, beds, winches, drums, booms, sticks, buckets, blades, hitches, trunnions, articulation/oscillation joints, as well as rotating, reciprocating, pumping, compression, temperature control, reservoir, conveyance, supporting, lifting and positioning machinery) must be operating as intended and be structurally sound, without deformities, cracks, corrosion, leaks, or damage.
- K. **ROPS/FOPS and Safety Items.** The cab, Roll Over Protective Structure ("ROPS"), and Falling Object Protective Structure ("FOPS") shall not be damaged or require any repair. ROPS/FOPS certification and integrity must be maintained throughout the Lease Term and must be certified upon return. All safety items (e.g., restraint devices, steps, stairways, safety rails, grab irons, walkways, catwalks, fire suppression systems, warning alarms, decals, placards, signage) shall be complete, unexpired and in working order.
- L. **Sheet Metal & Plastic Surfaces.** All sheet metal and plastic surfaces shall operate as intended; be without holes, breaks, bends, abrasions, corrosion; and be in the same configuration as they were at the beginning of the Lease Term.
- M. **Paint, Decals & Operator's Compartment.** The paint and decals shall not have any peeling, bubbling, mismatched shades, or otherwise be in a poor condition relative to the original paint. Non-OEM paint color, decals, or markings are not acceptable. The operator's compartment shall be free of any interior soiling, odors, trash, or debris, and the interior (e.g., dash, seats, floor covers, headliners and upholstery) shall not have any holes, tears or burns. All window glass and mirrors shall be clear and free from damage. All window frames, doors, and weather stripping shall be complete.
- N. **Documents and Records.** The Unit must have all appropriate licensing and inspection certificates, permits and any other certifications necessary to operate the Unit. Lessee shall maintain complete records (including dates and hour meter readings) of all maintenance, repairs, overhauls, part purchases, fluid sample analysis reports, and service-related agreements or programs relating to the Unit. Lessee shall make such records available to Lessor for verification and review at any time during Lessee's normal business hours. Copies of these documents and records shall be made available to Lessor upon return of the Unit.

4. CONDITION ASSESSMENT & CHARGES

If, in the sole judgment of Lessor, any Unit does not meet the standards set forth in this Return Agreement, or if Lessee fails to perform its obligations set forth above, Lessee shall pay to Lessor the estimated cost to return a Unit to the condition specified in the Lease and this Return Agreement ("Condition Charge"). The Condition Charge shall be due and payable to Lessor regardless of whether the repairs and service are completed. All repair and service charges will be based upon a Caterpillar dealer's retail estimated repair costs, and will include the cost of parts and labor. All amounts owed to Lessor pursuant to the Lease and this Return Agreement (including Excess Use Charges and Condition Charges) shall be due and payable upon demand.

MINIMUM CHARGE THRESHOLD: Lessee shall not be responsible for any charges incurred in connection with this Return Agreement if the total amount of the charges does not exceed Five Hundred Dollars (\$500.00). Please note, however, that if the total amount of the charges exceeds \$500, Lessee will be responsible for the entire amount.

SIGNATURES (By signing below, you certify that you have read this Return Agreement.)

LESSEE: LOGAN COUNTY ROAD & BRIDGE

Signature:

Name (PRINT):

Title:

Date:

Purchase Agreement
Transaction Number 3899249



This Purchase Agreement is between **WAGNER EQUIPMENT CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 140-13AWD New Caterpillar Motor Grader	N9500340		\$0.00	\$268,736.60

Lessee:
LOGAN COUNTY ROAD & BRIDGE
12603 CR 33
STERLING CO 80751

Subtotal	\$268,736.60
Federal Excise Tax	0.00
Other Tax	0.00
Total Purchase Price	\$268,736.60
Unit(s) Delivery Point:	
12603 CR 33	
STERLING, CO 80751, LOGAN	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name(Print) _____
Title _____
Date _____

WAGNER EQUIPMENT CO.

Signature _____
Name(Print) _____
Title _____
Date _____



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

CUSTOMER INFORMATION VERIFICATION
Transaction #: 3899249



CUSTOMER INFORMATION

CHANGES TO CUSTOMER INFORMATION

Customer Name: LOGAN COUNTY ROAD & BRIDGE

Physical Address: 12603 CR 33

STERLING, CO 80751

Mailing Address: 12603 CR 33

STERLING, CO 80751

Equipment Location: 12603 CR 33

STERLING, CO 80751, LOGAN

Business Phone: (970)522-3426

E-mail Address:

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

TAX INFORMATION

Tax Exempt** ☒ Non-Exempt ☐

Asset outside the City Limits? Yes ☒ No ☐

****A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.**

DIRECT PAY INFORMATION (Checking Account Information Only)

☐ I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.

☒ I decline Direct Pay authorization at this time

☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

Bank Name

Account Name (exactly as it appears on Check)

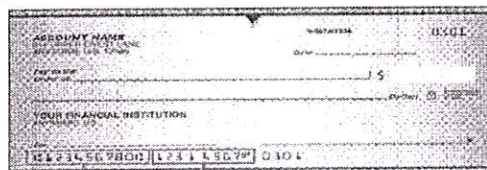
Routing Number

 I: 9 digits

Account Number

 II: 3-17 digits

Re-Enter Account Number

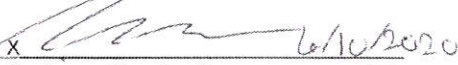
 II: 3-17 digits

Routing Number Account Number

☐ Current Request for financing ☐ All active contracts (Does not apply to future transactions)

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

X  6/10/2020
Customer Signature* Date

X _____
Customer Signature* Date

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Logan County 2020 Asphalt Program
Specifications

The Logan County Board of Commissioners is accepting sealed proposals for the 2020 Asphalt Program. All proposers shall submit proposals in accordance with the following specifications:

1. It shall be the responsibility of the proposer to furnish all the necessary equipment, materials, and personnel to complete the project in an efficient, thorough and workman-like manner.
2. Overlay/Reconstruction Requirements:
 - a. The new asphalt mat shall be laid in two lifts. The first lift shall be a leveling course with a compacted thickness of not less than 1/2". The finish lift shall have a compacted thickness of 1 1/2" or a 2" overlay without leveling coarse as specified by county on each selected road.
 - b. New asphalt shall be laid on approved subgrade (approved by county) in 1 1/2" lifts with a minimum of a 3" finished mat.
 - c. Reclamation Requirements if applicable(depth, haul off, grading, stabilization, etc.) will be discussed on a per project basis when reclamation is required. It is the responsibility of the contractor to contact the Road and Bridge Manager when projects list (attached) requires reclamation.
 - d. The asphalt aggregates shall meet the Colorado Department of Highways Standard Specifications for Road and Bridge Construction, Grade SX or greater.
 - e. 3/4 inch screened aggregate shall be utilized by successful proposer.
 - f. The new asphalt mat shall have a width of the existing road.
 - g. The tack coat shall be CSS.1-H or equivalent, and must be applied not more than 1 hour before asphalt paving is to be laid.
 - h. The amount to be overlaid will depend on the price of the final contract. Actual roads to be overlaid will need final approval of road and bridge Manager if price exceeds budgeted dollars for all roads proposed for overlay for 2020.
 - i. All asphalt products should meet specifications of Grade F or Greater.
3. All Proposers shall include a bid bond with their proposal. The bid bond shall be in the amount of 5% of the proposal submitted.
4. The successful proposer shall furnish a performance bond and a payment bond prior to the commencement of any work on the project. Said bonds shall be for 100% of the total proposal.
5. Logan County shall be responsible for furnishing all equipment, materials and personnel to complete any base course preparations in an efficient, thorough and workman-like manner.

6. Prior to the commencement of any work on the project, the successful proposer shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability of not less than:
 - a. General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
 - b. Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
 - c. Workers Compensation Insurance in accordance with Colorado law.
7. The project shall be fully completed by October 15, 2020.
8. All contractors are required to submit proposals on a **cost per ton basis**.
9. The hot bituminous pavement will be paid for at the unit price proposed per ton. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted).
10. All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
11. Any work above and beyond the scope of these specifications shall be approved in writing, by the Board of County Commissioners and the successful proposer prior to the commencement of any additional work.
12. **All proposals shall be submitted in a sealed envelope marked "Asphalt Proposal" by 5:00 p.m., Monday, July 6, 2020 to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751.**
13. Proposals will be **opened at 9:30 a.m. on Tuesday, July 7, 2020** at the Logan County Courthouse, 315 Main Street, Sterling.
14. The Logan County Board of Commissioners reserves the right to reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.
15. The 2020 Asphalt Project will be awarded by contract which is attached to these specifications. All terms and instructions included in these specifications shall become part of said contract. NEW: In the interest of time, please complete and sign the contract and include with your proposal.
16. In preparing proposals, contractors are to refer to these specifications and contract, and attachments (if any) to these specifications.
17. For further information regarding this project, please contact the Logan County Road and Bridge Department at 520-6317.
18. The Contractor is responsible for all signage in accordance with the Manual on Uniform

Traffic Control Devices. Flag persons as necessary will also be the responsibility of the contractor.

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

Proposal Price Using Grading SX Unit Price PerTon: \$94.00

Company Name: Simon

Jeffery Harms

By: 

Title: Construction Manager

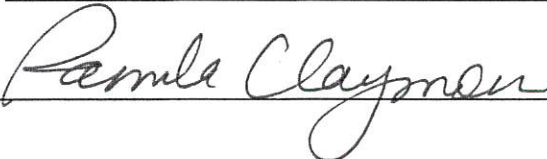
Address: 220 Edward Ave.

City/State/Zip: Sterling, CO 80751

Phone: 970-522-3647

Fax: 970-522-9725

E-mail: Jharms@simonteam.com

Attest: 

Logan County 2020 Overlay Program
AGREEMENT

THIS AGREEMENT, made this 21st day of July, 2020 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and Simon Contractors, hereinafter called Contractor.

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

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

ARTICLE I - Scope of Work

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

ARTICLE II - Time of Completion

A) The work shall be completed by October 15, 2020.

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

ARTICLE III - The Contract Sum

A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of road and bridge foreman.

B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.

C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

Hot Bituminous Paving Grading SX - Unit Price Per Ton \$ 94.00

ARTICLE IV - Extra Work

If the County orders, in writing, the performance of any work not covered or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a negotiated unit price.

ARTICLE V - Correction of Work

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance by the County.

ARTICLE VI - Insurance

Prior to the commencement of any work on the project, Contractor shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability:

- A) General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
- B) Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
- C) Worker's Compensation Insurance in accordance with Colorado law.

ARTICLE VII - Work Locations

Areas where work is to be completed by Contractor under scope of this contract will be determined by the County.

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

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Chairman

Attest: _____
County Clerk and Recorder

CONTRACTOR:

By: _____

Attest: _____

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 21, 2020

Prior Participation Agreement Date: January 1, 2016

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to

perform the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- ☐ ***All Employees.*** Every Employee of the Participating Employer.
- ☐ ***All Benefitted Positions.*** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- ☒ Every Employee of the Participating Employer who works at least 12 months per year and at least 20 hours per week.
- ☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- ☒ Immediately as of:
 - ☐ The Eligible Employee’s Date of Hire.
 - ☒ The first day of the Eligible Employee’s first full payroll period.
- ☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- ☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- ☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a)

CHANGE IN STATUS.

[Specify one option only.]

- ☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- ☒ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- ☒ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- ☐ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a)

EMPLOYER CONTRIBUTIONS. The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Participating Employer will contribute 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- ☐ The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

PRIOR SERVICE BENEFIT CONTRIBUTIONS. The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ The Participating Employer elects not to make Prior Service Benefit Contributions.
- ☐ The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s)) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a)

MANDATORY PARTICIPANT CONTRIBUTIONS. Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Mandatory Participant Contribution will equal 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of _____% and a maximum of _____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- ☐ The Mandatory Participant Contribution will equal:
- _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- ☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- ☐ After-tax.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.

[Specify one option only.]

- ☐ ***Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- ☐ ***Graded Vesting.*** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- ☒ ***Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):

1st Year of Service: 0 %

2nd Year of Service: 20 %

3rd Year of Service: 40 %

4th Year of Service: 60 %

5th Year of Service: 80 %

6th Year of Service: 100 %

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(c)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- ☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- ☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ **Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 FORFEITURES ACCOUNT.

[Specify one option only.]

- ☐ Not Applicable. Participants are 100% vested in their Accounts.
- ☒ Forfeitures will be allocated to reduce future Employer Contributions in accordance with the **default** provisions of Section 11.6 of the Plan.
- ☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 LOANS TO ELIGIBLE BORROWERS.

[Specify one option only.]

- ☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.
- ☐ Participant loans are not allowed.

1.9 DEFINITION OF COMPENSATION. For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- ☒ Bonuses.
- ☒ Overtime pay.
- ☒ Premiums for shift differential.
- ☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- ☐ Holiday pay.
- ☐ Vacation pay.

- ☐ Sick pay.
- ☐ Paid Time Off (PTO).
- ☒ All post-severance compensation.
- ☐ Other *[please specify]*:_____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Logan County
Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: CRA Executive Director

13845387_v6

**COLORADO RETIREMENT ASSOCIATION
DEFERRED COMPENSATION PLAN**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 21, 2020

Prior Participation Agreement Date: June 17, 2014

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Deferred Compensation Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 12 of the Plan. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 12 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform the specific acts and to exercise the specific powers granted under the Plan. The Association

or its designee shall have authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees, to effectuate the purpose of the Plan.

VI. **PARTICIPANT AND PARTICIPATING EMPLOYER CONTRIBUTIONS.** All contributions made by the Participants and Participating Employer under the Plan and this Participation Agreement shall be determined separately by each Participating Employer and shall be allocated only among the eligible Participants of the Participating Employer making the contribution.

* * * * *

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

2.2(d) DESIGNATED ROTH DEFERRALS.

[Specify one option only.]

- ☒ Designated Roth Deferrals are permitted.
- ☐ Designated Roth Deferrals are not permitted.

2.11 EMPLOYER CONTRIBUTIONS.

[Specify one option only.]

- ☒ The Participating Employer elects not to make Employer Contributions.
- ☐ The Participating Employer elects to make Employer Contributions for Eligible Employees, per the Employer 457 Contribution Policy.

6.1 LOANS TO ELIGIBLE BORROWERS.

[Specify one option only.]

- ☐ Participant loans are not permitted.
- ☒ Participant loans are permitted in accordance with Article 6 of the Plan and loan procedures adopted by the Association.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Logan County
Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: CRA Executive Director

14004943_v2

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County Department of Human Services

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 21, 2020

Prior Participation Agreement Date: January 1, 2016

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to

perform the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- ☐ ***All Employees.*** Every Employee of the Participating Employer.
- ☐ ***All Benefitted Positions.*** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- ☒ Every Employee of the Participating Employer who works at least 12 months per year and at least 20 hours per week.
- ☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- ☒ Immediately as of:
 - ☐ The Eligible Employee’s Date of Hire.
 - ☒ The first day of the Eligible Employee’s first full payroll period.
- ☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- ☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- ☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a)

CHANGE IN STATUS.

[Specify one option only.]

- ☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- ☒ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- ☒ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- ☐ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a)

EMPLOYER CONTRIBUTIONS. The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Participating Employer will contribute 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- ☐ The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

PRIOR SERVICE BENEFIT CONTRIBUTIONS. The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ The Participating Employer elects not to make Prior Service Benefit Contributions.
- ☐ The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a)

MANDATORY PARTICIPANT CONTRIBUTIONS. Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Mandatory Participant Contribution will equal 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of _____% and a maximum of _____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- ☐ The Mandatory Participant Contribution will equal:
- _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- ☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- ☐ After-tax.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.

[Specify one option only.]

- ☐ ***Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- ☐ ***Graded Vesting.*** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- ☒ ***Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):

1st Year of Service: 0 %

2nd Year of Service: 20 %

3rd Year of Service: 40 %

4th Year of Service: 60 %

5th Year of Service: 80 %

6th Year of Service: 100 %

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(c)

REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.

- ☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- ☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(e) SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ **Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 FORFEITURES ACCOUNT.

[Specify one option only.]

- ☐ Not Applicable. Participants are 100% vested in their Accounts.
- ☒ Forfeitures will be allocated to reduce future Employer Contributions in accordance with the **default** provisions of Section 11.6 of the Plan.
- ☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 LOANS TO ELIGIBLE BORROWERS.

[Specify one option only.]

- ☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.
- ☐ Participant loans are not allowed.

1.9 DEFINITION OF COMPENSATION. For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- ☒ Bonuses.
- ☒ Overtime pay.
- ☒ Premiums for shift differential.
- ☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- ☐ Holiday pay.
- ☐ Vacation pay.

- ☐ Sick pay.
- ☐ Paid Time Off (PTO).
- ☒ All post-severance compensation.
- ☐ Other *[please specify]*:_____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Logan County

Participating Employer

By:_____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By:_____

Title: CRA Executive Director

13845387_v6

**COLORADO RETIREMENT ASSOCIATION
DEFERRED COMPENSATION PLAN**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County Department of Human Services

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 21, 2020

Prior Participation Agreement Date: June 17, 2014

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Deferred Compensation Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 12 of the Plan. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 12 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform the specific acts and to exercise the specific powers granted under the Plan. The Association

or its designee shall have authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees, to effectuate the purpose of the Plan.

VI. **PARTICIPANT AND PARTICIPATING EMPLOYER CONTRIBUTIONS.** All contributions made by the Participants and Participating Employer under the Plan and this Participation Agreement shall be determined separately by each Participating Employer and shall be allocated only among the eligible Participants of the Participating Employer making the contribution.

* * * * *

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

2.2(d) **DESIGNATED ROTH DEFERRALS.**

[Specify one option only.]

- ☒ Designated Roth Deferrals are permitted.
- ☐ Designated Roth Deferrals are not permitted.

2.11 **EMPLOYER CONTRIBUTIONS.**

[Specify one option only.]

- ☒ The Participating Employer elects not to make Employer Contributions.
- ☐ The Participating Employer elects to make Employer Contributions for Eligible Employees, per the Employer 457 Contribution Policy.

6.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- ☐ Participant loans are not permitted.
- ☒ Participant loans are permitted in accordance with Article 6 of the Plan and loan procedures adopted by the Association.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Logan County

Participating Employer

By: _____

Title: _____

Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: CRA Executive Director

14004943_v2

RESOLUTION

NO. 2020-26

(Conditional Use Permit #243 - Amended)

A resolution granting a Conditional Use Permit (CUP) #243 for the construction, maintenance and operation of a Solar Garden operated by Pivot Solar 13, LLC, consisting of approximately 6200 solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed two (2) megawatts, located on a 10 to 12 acre parcel leased from Douglas A. Carrigan in the Southwest Quarter (SW1/4) of Section 35, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, Pivot Solar 13, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden on a 10 to 12 acre parcel in the Southwest Quarter (SW1/4) of Section 35, Township 8 North, Range 52 West of the 6th P.M.; and

WHEREAS, the project will consist of approximately 5500 to 6200 solar modules with total production not to exceed two (2) megawatts, including inverters, transformers, combiners, and a ground-mounted racking system using single-axis tracker system; and

WHEREAS, the property is currently zoned Agricultural; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on March 17, 2020; and

WHEREAS, the applicant is requesting approval of Conditional Use Permit #243, to construct, maintain and operate the Solar Garden, with the period of the Conditional Use Permit to run for 99 (ninety-nine) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Conditional Use Permit.

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

I. APPROVAL:

The application of Pivot Solar 13, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden by Pivot Solar 13, LLC, located on a 10 to 12 acre parcel in the Southwest Quarter (SW1/4) of Section 35, Township 8 North, Range 52 West of the 6th P.M., is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with existing land uses in the area, which is zoned Agricultural.

III. CONDITIONS:

1. The applicant shall construct a six foot chain link fence with three strand barbed wire top section surrounding the Project site, providing protection for the community and security for the Project assets. The fencing shall be installed in accordance with applicable federal and state regulations.
2. Equipment shall be flat photovoltaic solar panels, mounted on single-axis tracking racks along with associated electrical and utility equipment; and allows for equipment heights up to twelve (12) feet above the existing or conditioned grade. If any changes or alterations from the above equipment or parameters occur in future phases,

the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

3. The applicant shall apply for and obtain an access permit from the Logan County Planning and Zoning Department, providing access to the site from Iris Drive (County Road 26).

BE IT THEREFORE RESOLVED, that Conditional Use Permit, #243, is granted for the construction, maintenance and operation of a Solar Garden operated by Pivot Solar 13, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after March 31, 2119. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21st day of July, 2020.

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

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

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

(Aye)(Nay)
Jane A. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 21st day of July, 2020.

County Clerk and Recorder

RESOLUTION

NO. 2020-27

(Conditional Use Permit #244 - Amended)

A resolution granting a Conditional Use Permit (CUP) #244 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed ten (10) megawatts, to be developed in phases and construction to occur over the next five (5) years, located on a 50 acre parcel, more or less, leased from State of Colorado, State Board of Land Commissioners, in the Southeast Quarter (SE1/4) and Southwest Quarter (SW4) of Section 35, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden on a 50 acre parcel in the Southeast Quarter (SE1/4) and Southwest Quarter (SW4) of Section 35, Township 8 North, Range 52 West of the 6th P.M.; and

WHEREAS, Phase 1 of the project located on approximately 10 to 12 acres will consist of approximately 5500 to 6200 solar modules with total production not to exceed two (2) megawatts, including inverters, transformers, combiners, and a ground-mounted racking system using single-axis tracker system; and

WHEREAS, the property is currently zoned Agricultural; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on March 17, 2020; and

WHEREAS, the applicant is requesting approval of Conditional Use Permit #244, to construct, maintain and operate the Solar Garden, with the period of the Conditional Use Permit to run for 99 (ninety-nine) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Conditional Use Permit.

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

I. APPROVAL:

The application of TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, located on a 50 acre parcel in the Southeast Quarter (SE1/4) and Southwest Quarter (SW4) of Section 35, Township 8 North, Range 52 West of the 6th P.M., is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with existing land uses in the area, which is zoned Agricultural.

III. CONDITIONS:

1. The applicant shall construct a six foot chain link fence with three strand barbed wire top section surrounding the Project site, providing protection for the community

and security for the Project assets. The fencing shall be installed in accordance with applicable federal and state regulations.

2. The permit term shall be for ninety-nine (99) years for the identified and approved CUP #244.

3. Equipment shall be flat photovoltaic solar panels, mounted on single-axis tracking racks along with associated electrical and utility equipment; and allows for equipment heights up to twelve (12) feet above the existing or conditioned grade. If any changes or alterations from the above equipment or parameters occur in future phases, the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

4. Total production of project is not to exceed ten (10) megawatts, to be developed in phases and construction is to occur over the next five (5) years.

5. The applicant shall apply for and obtain an access permit from the Logan County Planning and Zoning Department, providing access to the site from Colorado State Highway 61.

BE IT THEREFORE RESOLVED, that Conditional Use Permit #244, is granted for construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, on property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after March 31, 2119. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21st day of July, 2020.

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

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

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

(Aye)(Nay)
Jane A. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 21st day of July, 2020.

County Clerk and Recorder

RESOLUTION

NO. 2020-28

(Conditional Use Permit #245 - Amended)

A resolution granting a Conditional Use Permit (CUP) #245 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed five (5) megawatts, to be developed in phases and construction to occur over the next five (5) years, located on a 25 acre parcel leased from Robert A. Lingreen in the Southwest Quarter (SW1/4) of Section 31, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden on a 25 acre parcel in the Southwest Quarter (SW1/4) of Section 31, Township 8 North, Range 52 West of the 6th P.M.; and

WHEREAS, Phase 1 of the project located on approximately 10 to 12 acres will consist of approximately 5500 to 6200 solar modules with total production not to exceed two (2) megawatts, including inverters, transformers, combiners, and a ground-mounted racking system using single-axis tracker system; and

WHEREAS, the property is currently zoned Agricultural; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on March 17, 2020; and

WHEREAS, the applicant is requesting approval of Conditional Use Permit #245, to construct, maintain and operate the Solar Garden, with the period of the Conditional Use Permit to run for 99 (ninety-nine) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Conditional Use Permit.

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

I. APPROVAL:

The application of TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Solar Garden by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, located on a 25 acre parcel in the Southwest Quarter (SW1/4) of Section 31, Township 8 North, Range 52 West of the 6th P.M., is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with existing land uses in the area, which is zoned Agricultural.

III. CONDITIONS:

1. The applicant will complete the five (5) Megawatt project in development and construction phases no later than March 30, 2025.
2. The permit term shall be for ninety-nine (99) years for the identified and approved CUP #245.

3. Equipment shall be flat photovoltaic solar panels, mounted on single-axis tracking racks along with associated electrical and utility equipment; and allows for equipment heights up to twelve (12) feet above the existing or conditioned grade. If any changes or alterations from the above equipment or parameters occur in future phases, the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

4. Total production of project is not to exceed five (5) megawatts, to be developed in phases and construction is to occur over the next five (5) years.

5. The applicant shall construct a six foot chain link fence with three strand barbed wire top section surrounding the Project site, providing protection for the community and security for the Project assets. The fencing shall be installed in accordance with applicable federal and state regulations.

6. The applicant shall apply for and obtain an access permit from the Logan County Planning and Zoning Department, providing access to the site from Iris Drive (County Road 26).

BE IT THEREFORE RESOLVED, that Conditional Use Permit, #245, is granted for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after March 31, 2119. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 21st day of July, 2020.

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

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

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

(Aye)(Nay)
Jane A. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 21st day of July, 2020.

County Clerk and Recorder

MAINTENANCE CONTRACT Addendum

THE CONTRACT ADDENDUM ("Agreement") dated this **17th day of July 2020** between Logan County, Colorado and Blazen Illuminations LLC;

WHEREAS the parties **Blazen Illuminations, LLC** and **Logan County Colorado ("Parties")** entered into the Maintenance Contract on **August 1, 2018**, for the purpose of a **3-year Maintenance Contract** for system checks and programming of the Logan County Courthouse outdoor lighting system;

WHEREAS Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement");

THEREFORE Parties agree to amend the following terms and conditions under current Contract, and other valuable consideration, the receipt of sufficiency is hereby acknowledged; the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below.

I. **Amendments** — The Contract is amended as follows in current Agreement:

✓ **No Amendment** — The monthly rate of **\$225.00** continues, which includes a total of **3** contracted hours monthly, with a yearly total of **36** contracted hours at **\$2,700.00** for annual term of **August 1, 2020 to July 31, 2021**, for combined on-site and remote services, as described in the Contract.

OR

❑ **Amendment** — The monthly rate is _____, which includes a total of _____ contracted hours monthly, with a yearly total of _____ contracted hours at \$_____ for annual term of August 1, _____ to July 31, _____, for combined on-site and remote services, as described in the Contract.

II. **Terms** — The term of the Contract is extended for another year, starting on **August 1, 2020**, and shall continue in full force and effect until **July 31, 2021**, at which time it will automatically renew annually on the **1st day of August**, and remain in effect for the entirety of the next full year, for up to three years per the original Maintenance Contract. No less than thirty days prior to the automatic renewal of the Contract, Blazen Illuminations will provide Agreement to **Logan County Colorado** for review. Agreement will include, but not be limited to, service additions or subtractions, labor rate changes, etc. If the Parties do not agree in writing to the second Agreement, the renewal of the Contract will be deemed null and void and the Contract shall terminate.

Except as otherwise expressly provided in this Agreement, all the terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand or may be executed by electronic signature in accordance with C.R.S 24-71.3-101 et seq.

Logan County Colorado

By: _____

Title: _____

Date: _____

Blazen Illuminations, LLC

By:  _____

Title: _____

Date: _____