



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, June 7, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the May 31, 2022 meeting.

Unfinished Business
New Business

The Board will open proposals for the EC Community Center Building Addition Phase I Design Services to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds.

The Board will open a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on July 1, 2, 9, 2022. And an Alcohol Beverage Festival Permit Application.

Consideration of the approval of Resolution 2022-23 approving a Special Use Permit #236 for the operation of a 12,500 head cattle Feedlot in Logan County, Colorado for Carson Guenzi.

Consideration of the approval of an agreement between Logan County and Pauley Construction and issuance of Right of Way Permit Number 2022-9 for use of the County Right of Way at 18535 Iris Drive for installation of Fiber optic cable.

Consideration of the approval of Resolution 2022-24 to decline all participation in the Paid Family and Medical Leave Insurance Program (FAMLI) and directing that notice of this resolution be provided to the director of the Division of Family and Medical Leave Insurance.

Consideration of the approval of a Services Contract between Kubat Equipment and Service Co, and Logan County Colorado for equipment and materials to replacement of the County's Road and Bridge Department Fuel Site Dispensing and Management system.

Consideration of the approval of an agreement between Logan County and Logan County Economic Development Corporation for lease of certain portions of the Courthouse Annex facility for the provision of community co-working space.

Other Business
Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, June 21, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

May 31, 2022

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

Byron H. Pelton	Chairman - Absent
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder-Absent
Rachelle Stebakken	Logan County Deputy Clerk
Debbie Unrein	Logan County Finance
Jerry Casebolt	Logan County EMS
Marilee Johnson	Logan County Tourist Information Center
Trae Miller	Logan County Economic Development
Faith Blankenship	Logan County Fair Administrator
Jerry Sonnenberg	
Rebecca Curtis	Juneberry Market
Jeff Rice	Journal Advocate

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the May 17, 2022, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's Report and Certification of Pay Form for the month of May 2022.

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

Vice Chairman Bauder continued with Unfinished Business:

Commissioner McBride moved to approve the 2022 Milling and Asphalt Paving Program bid and approval of an agreement between Logan County and McAtee Construction dba Simon Construction to mill and repave approximately ten (10) miles of two roads located within the county as per the specifications and allow the Vice Chairman to sign. Commissioner Bauder seconded, and the motion carried 2-0.

Vice Chairman Bauder continued with New Business:

The Board opened a public hearing to consider the approval of an application submitted by Rebecca Curtis of Juneberry Market on behalf of Holtorf for Colorado for a Special Events Liquor License for an event to be held at 3429 Timber Lane, Merino, Colorado on June 11, 2022.

- Rebecca Curtis gave the background on the Juneberry Market and answered questions the Board had. Hearing no other public comments; Vice Chairman Bauder closed the public hearing. Commissioner McBride approved an application submitted by Rebecca Curtis of Juneberry Market on behalf of Holtorf for Colorado for a Special Events Liquor License for an event to be held at 3429 Timber Lane, Merino, Colorado on June 11, 2022 and allow the Vice Chairman to sign. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Neste Live! to secure Sawyer Brown and Uncle Kracker as entertainment for the Logan County Fair Night Show to be held August 6, 2022 and allow the Vice Chairman to sign. Commissioner Bauder seconded, and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, June 7, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:44 a.m.

Submitted by:

Rechelle Steffen
Logan County Deputy Clerk

Approved: June 7, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice Chairman

Attest:

Logan County Clerk & Recorder



LOGAN COUNTY REQUEST FOR PROPOSALS (RFP)

EC Community Center Building Addition Phase I Design Services

LOGAN COUNTY, Colorado (hereinafter referenced as “County”) is soliciting proposals from highly qualified **Consultants** to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds. The scope of this project is to design a building addition to be used as a multi-purpose Community Center for events such as weddings, meetings, equipment shows and other indoor activities.

The bidder shall provide a proposal to include detailed plans and technical specifications for complete **design and engineering** to include but not limited to HVAC, restrooms, doors, windows, lighting, flooring and industrial kitchen.

GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION:

- **100'x80' steel building** attached to existing Exhibit Center Building (See Attachment A for “sample” design and site pictures)
- **Industrial style interior design** (i.e. liner panel on interior walls, exposed spiral duct work)
- **Timber style gable entrance with brick accent** (Attachment A)
- **Main Entrance door** – automotive showroom door 108”x84”
- **HVAC** – heating and air-conditioning (forced air)
- **Lighting**
- **Restrooms**
- **Industrial Kitchen** – includes design and fully functioning
- **Acoustic Design**
- **Dirt work** to prepare site and drainage
- **The bidder acknowledges** that all contracts are subject to approval by the **Logan County Commissioners**. Bidder should not incur any costs prior to receipt of the signed contract approved by the County. Any costs incurred by bidder prior to receipt of an approved contract are the sole responsibility of the applicable bidder. Any costs incurred by bidder in preparation of its bid are the sole responsibility of the applicable bidder.

PROJECT SCOPE:

In general, the selected Consultant will be required to perform the following -

- Attend a community kickoff meeting to determine feasibility and support of a community center.
- Develop construction documents suitable for bidding purposes.
- Attend one (1) pre-bid meeting to answer questions of prospective construction bidders.
- Prepare and distribute project addenda during the construction bid period.
- Attend one (1) preconstruction meeting to review the project scope and answer questions from the selected contractor.
- Provide full construction administration/clerking services during construction activities until final project completion. Expected to inspect site work weekly or as necessary and hold a weekly site meeting with county representatives or as needed.
- Complete construction punch list and attend punch list walkthrough with county representatives to denote remaining construction items and any areas of concern prior to project completion.

OBJECTIVES OF PROJECT:

- **Accessibility:** Coordinate with County to ensure the project will provide equitable access, exceeding ADA standards at completion.

- Collaboration: Collaborate with the County to provide an updated facility that meets the needs and vision of the county.
- Time is of the essence and important this project begins construction or is completed on or before July 1, 2023.

DESIGN SERVICES:

- Inspect the site to become familiar with the existing conditions of the project site.
- Review existing plans to validate feasibility of proposed solutions.
- All design documents should include any necessary code improvements for existing affected areas to ensure successful construction.
- Drawings shall include all necessary information in adequate detail to permit construction of the complete project by a contractor.
- Wherever practical and economically feasible, the design shall adopt the operations practices of the energy and resources standards of the Energy Star programs.
- The design shall meet the code requirements in effect at the time of plan submission.

SUPPLEMENTAL SERVICES:

- A supplementary service fee may be negotiated as part of the final contract for services or goods that are deemed to be outside the basic scope and services.
- Any additional proposed services and related costs must be submitted by the consultant to the county in writing, and the county must approve all supplementary service items, prior to commencing the additional activities.
- Services that may require the use of supplemental fees under this contract include graphic design services for interpretive signage, civil site services for underground drainage or utilities, supplementary survey data, borings and test pits, and other similar items. Printing and related deliverables beyond those outlined herein may also be compensated from the supplemental service fees upon request and approval by the County. The final supplemental service fee will be set by the County as part of the fee negotiation process after selection of a firm based on qualifications.

SUPPLEMENTAL REQUIREMENTS:

- In order to be considered, the qualifications proposal must be submitted to the County and should include:
 - A proposed work program detailing the phases, tasks, and sub tasks of the project based upon the Scope of Services in this request.
 - A detailed timeline for the completion of the project, showing timing for each phase, task, and sub task identified above.
 - A detailed organizational chart and management approach, including descriptions of the use of any subcontractors.
 - A brief description of the proposed team, identifying each key member, their respective responsibilities, and the anticipated percentage of their time to be allocated to this project.
 - The County reserves the right to be the sole judge of the suitability of the proposed services for its intended use, and further specifically reserves the right to make the award in the best interests of the County.
 - This will be a qualification-based selection process which will be based on, but not limited to, the following factors:
 - experience working on similar projects,

- years of experience in the industry,
- availability,
- and recent similar projects.

NOTICE TO BIDDERS – TIMELINE AND INSTRUCTIONS

Requests for clarification concerning this RFP must be submitted in writing to either BidNet.com or emailed to **Chance Wright (Buildings and Grounds Supervisor)** cwright@logancountyco.gov no later than **5:00 pm MST on June 1, 2022**. All clarification requests with County response will be made available via BidNet.com.

Electronic submittals are preferred. In lieu of electronic submissions, hard copy responses must be submitted in a sealed package marked “**EC Community Center Building Addition Phase I Design Services**”.

Faxed submittals will not be considered. Each submittal shall be valid for a period of not less than **thirty (30)** days from the date of receipt by County. The submittals shall be retained by County and will not be returned.

Proposals shall follow the requirements outlined and be received by **mail or via BidNet.com**, or in person no later than **5:00 PM MST on June 6, 2022** to:

Logan County Board of Commissioners, 315 Main Street, Sterling, CO 80751

RE: EC Community Center Building Addition Phase I Design Services

Proposals received prior to **June 6, 2022** will be kept unopened in a secure place.

Late or unsigned bids will not be accepted or considered. It is the responsibility of the Bidder to ensure that the proposal arrives on or prior to the deadline indicated.

Proposals shall be opened & reviewed on **June 7, 2022** during the **Board of County Commissioners** business meeting.

Bid awards will be officially determined on **June 21, 2022** during the **Board of County Commissioners** business meeting.

Bidders are expected to examine the RFP specifications, schedule of delivery, and all instructions. Failure to do so will be at the Bidder's risk.

The successful Bidder will be required to enter into a Professional Services Agreement with the **Logan County Board of County Commissioners**, sample included as Exhibit B.

Logan County reserves the right to reject any and all proposals or cancel this Request for Proposals at any time without prior notice. The low bid may not be the awarded bid.

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170	<input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate LOGAN COUNTY CHAMBER	State Sales Tax Number (Required) 98-04792
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 109 N Front St. Sterling CO 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) 315 Main St. Sterling CO 80751
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4. Authorized Representative of Qualifying Organization or Political Candidate Wade Turrell	Date of Birth 5/1/1957	Phone Number 970-580-9094
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Authorized Representative's Mailing Address (if different than address provided in Question 2.) 14375 Dakota Rd, Sterling 80751

5. Event Manager Glenna Phelps-Aurich	Date of Birth 11/29/1960	Phone Number 308-225-2635
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

List Below the Exact Date(s) for Which Application is Being Made for Permit									
Date 7/1/22 Hours From 5 A.m. To 10 P.m.	Date 7/1/22 Hours From 5 P.m. To 10 P.m.	Date 7/15/22 Hours From 5 P.m. To 10 P.m.	Date 7/22/22 Hours From 5 P.m. To 10 P.m.	Date 7/29/22 Hours From 5 P.m. To 10 P.m.					
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.					
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.					

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature Glenna Phelps-Aurich	Title Executive Director	Date 4/9/22
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) Logan	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$.

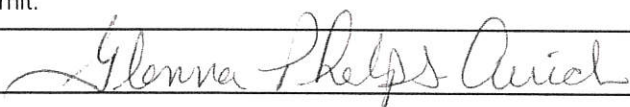
(Instructions on Reverse Side)

Alcohol Beverage Festival Permit Application

This permit is only available for the following license types:

- Beer and Wine license;
- Hotel and Restaurant license;
- Tavern license;
- Brew Pub license;
- Vintner's Restaurant license;
- Distillery Pub license;
- Manufacturer's license (beer, wine, or spirits);
- Wholesaler's license; or
- Limited Wineries

<input checked="" type="checkbox"/> Initial Application – \$25.00 Annual Fee			
<input type="checkbox"/> Subsequent Festival Application (9 total allowed per 12 month period, per participating licensee)			
Legal Business Name Logan County Chamber of Commerce			
Trade Name/DBA Name Logan County Chamber of Commerce			
License Number	License Type	Sales Tax Number 84-0328645	
Business Phone Number 970-522-5070	Email Address glenna.aurich@logancountychamber.com		
Premises Address 109 N Front Street			
City Sterling	State CO	ZIP Code 80751	
Mailing Address 109 N Front Street			
City Sterling	State CO	ZIP Code 80751	
Festival Location 315 Main Street			
Festival Dates (Limit 3 days) July 2, 2022			
Attach a copy of Premises Use Authorization Letter or Lease			
Notification to Local Authority			
Local Licensing Authority Name Logan County		Date Application Copy provided to Local Licensing Authority	
During this festival alcohol will only be sold by the participating alcohol beverage holders (Check All that apply)			
<input checked="" type="checkbox"/> In open containers for on-premises consumption <input checked="" type="checkbox"/> In sealed containers for off-premises consumption			
Notice To Local Licensing Authority			
This application for a festival permit will be granted to the above named applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the state licensing authority immediately.			
<input type="checkbox"/> The applicant has not provided you with at least 10 business days notice of the proposed festival			
<input type="checkbox"/> Past wine festivals have had a history of violation of the Colorado liquor code or liquor rules or violations of local ordinances			
<input type="checkbox"/> If granted, this permit would result in violations of the Colorado liquor code, Colorado liquor rules, or the laws of the local government			
Diagram and control of FESTIVAL PREMISES			
<input type="checkbox"/> Attach a diagram of proposed premises			
<input type="checkbox"/> Attach a copy of premises control plan outlining how the premises will be controlled to ensure compliance with liquor code provisions including restricting sales to minors and intoxicated persons and ensuring that festival participants cannot leave the premises with open containers of alcohol beverages.			

List of participating businesses (Attach a separate sheet if needed)		
Name Parts and Labor		
License Number	License Type	
Person Responsible Dillon Harford	Phone Number 970-522-7540	
Name Red's Wine Boutique		
License Number	License Type	
Person Responsible Cindy Graham	Phone Number 970-522-5607	
Name		
License Number	License Type	
Person Responsible	Phone Number	
Name		
License Number	License Type	
Person Responsible	Phone Number	
Name		
License Number	License Type	
Person Responsible	Phone Number	
Name		
License Number	License Type	
Person Responsible	Phone Number	
<p align="center">Oath Of Applicant</p> <p>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. I also know that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code and Colorado Liquor Rules which affect my license or permit.</p>		
Authorized Signature 		
Title Executive Director		Date 4/25/2022

Gazebo Reservation Form

Reservation Fee:

\$ 10.00 1-1 1/2 hours

\$ 10.00 for each whole or partial hour after first hour

\$ 50.00 Maximum per day

Cleaning/Damage Deposit: \$ 50.00

Date of Event: 7/2/2022

Group Name: Logan County Chamber

Authorized Agent: Glenna Aurich

Mailing Address: 109 N. Front St., Sterling CO 80751

Telephone: 970-522-5070

Define Use: for a BEER & Wine Fest.

Times: From 12 a.m./(p.m.) To: 4 a.m./(p.m.)

Total Number of Hours: 4 Total Number of Days (if applicable): 1

Total Fee Due: _____ Date Paid: _____

Deposit Due: _____ Date Paid: _____

Electricity Required: ☒ Yes ☐ No

Special Instructions: We would like to use the gazebo in addition
to the grounds. We would need to rope off the area
to be used. Please see the liquor application for details.

We would need the stanchions & a small trailer to keep them in the
USE OF ALL FACILITIES shall be scheduled through appropriate offices of the County Sally Det.
Reservations are not confirmed until a completed reservation form is approved by the Board of
Commissioners. Reservations form and appropriate fees must be submitted to the
Commissioners Office not less than two weeks prior to the date scheduled.

SCHEDULING of activities shall be made in the name of an individual who must as a condition of use: 1) accept responsibility of the program, 2) accept responsibility for assuring that county facilities are used for the purpose for which they are scheduled, 3) accept responsibility for reimbursement for damage to property or facilities including excessive clean-up cost that may occur in connection with the scheduled activity, 4) accept responsibility for payment in full of all charges for space and equipment requested, and 5) ensure that all promotion and advertising of events involving the use of county facilities shall identify the individual or the group sponsor of the event.

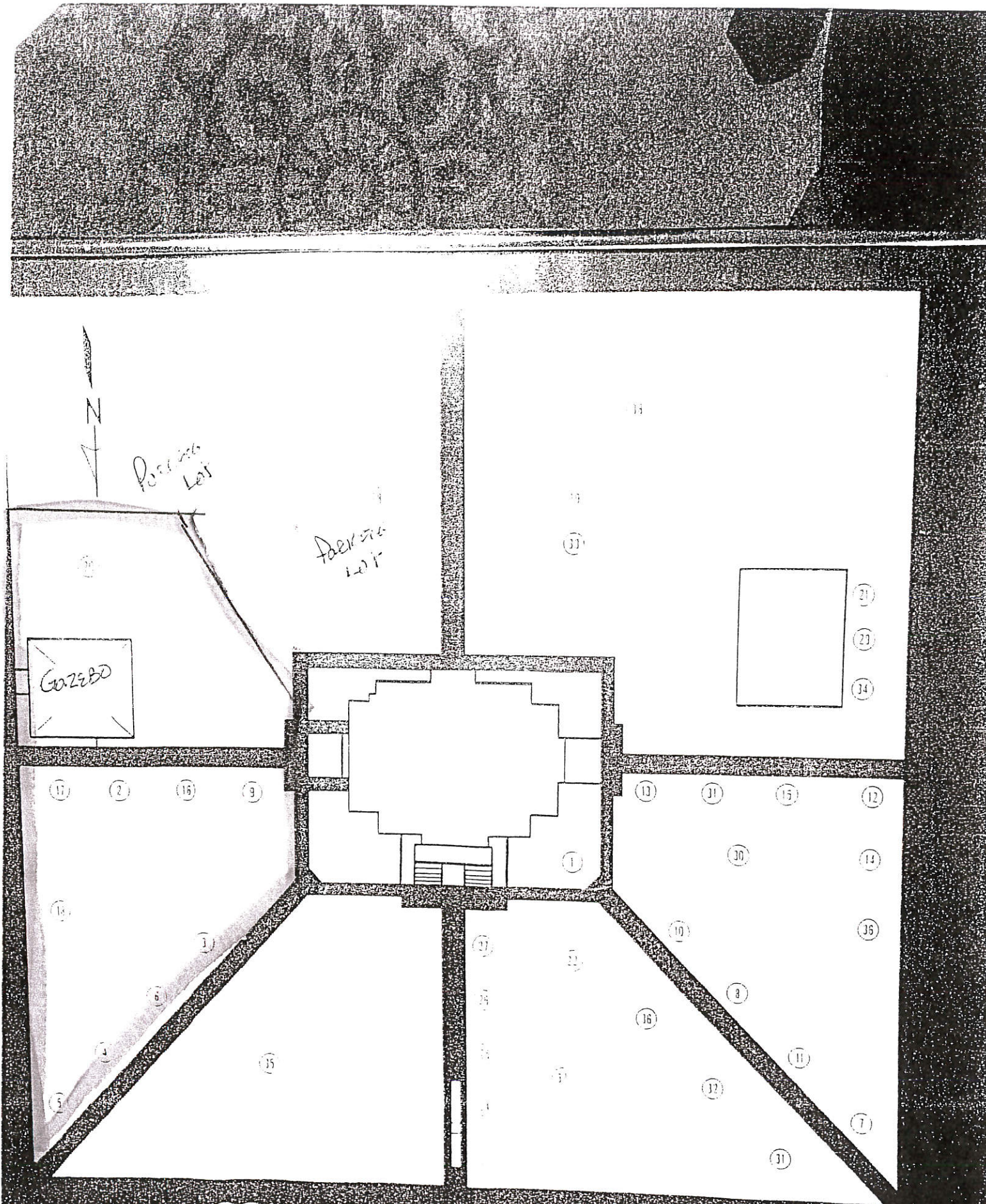
Google Maps



Imagery ©2022 CNES / Airbus, Maxar Technologies, Map data ©2022 50 ft

Control Plan

1. We will have the premises roped off with security monitoring the area.
2. There will be only 1 way in and everyone will be ID checked and wrist bands will be placed on their wrists.
3. All vendors will be given a list with the rules and no one without a wrist band will be served.
4. There will be small sample cups offered for the tastings.
5. The hours will be from noon to 4pm only.



LOGAN COUNTY TREE DONATION

Vivian & Morris Sandstead

Jennifer & Dave Curlee

Wayne G. Longren

Blue Spruce

Whiteleaf Linden

21. Earl & Sallie Dancare

22. Bob Boney

Lacust

RESOLUTION

NO. 2022-23

SPECIAL USE PERMIT

A RESOLUTION APPROVING A SPECIAL USE PERMIT (SUP #236) FOR THE OPERATION OF A 12,500 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO FOR CARSON GUENZI.

WHEREAS, Carson Guenzi has applied for a SUP to operate a 12,500 head cattle feedlot on a tract of land lying in portions of Sections 18 and 19, Township 7 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado, all as shown on the plot plan submitted with the application; and

WHEREAS, the Eva M. Guenzi Trust and John and Laura Guenzi own those portions of sections 18 and 19, Township 7 North, Range 53 West, which will consist of the proposed feedlot and join in the application; 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 with conditions the approval of the application for the requested Special Use Permit #236 at its May 17, 2022 meeting; and

WHEREAS, the feedlot will be built in compliance with the Colorado Department of Public Health and Environment (CDPHE) and Concentrated Animal Feeding Operations (CAFO) regulations; and

WHEREAS, public notice of the hearing on the application has been provided as required by the Logan County Zoning Resolution.

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

I. APPROVAL:

The application of Carson Guenzi, John and Laura Guenzi, and the Eva M. Guenzi Trust for a Special Use Permit to operate a 12,500 head cattle feedlot in the identified portions of sections 18 and 19, Township 7 North, Range 53 West of the 6th Principal Meridian, including the use of related equipment and structures, 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 District.

III. CONDITIONS:

1. The permit is limited to the operation of a maximum capacity of 12,500 head cattle feedlot on the site described above.
2. Upon completion of Phase 2 and Phase 3 build-out, all reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

BE IT FURTHER RESOLVED that the permit is subject to application for renewal for continued permitted use after June 7, 2121. 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.

Adopted this 7th day of June, 2022.

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

Byron H. Pelton, Chairman

Jane E. Bauder, Vice Chairman

Joseph A. McBride, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 7th day of June, 2022.

County Clerk and Recorder

SPECIAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING

Applicant

Name: Carson Guenzi Phone: 970-466-1210

Address: 11079 County Road 250, Sterling, CO 80751

Landowner

Name: See attached. Phone: 970-466-1210

Address: See attached.

Description of Property

Legal: $\frac{1}{4}$ Section See attached. Section _____ Township _____ Range _____

Address: See attached for parcel numbers. Access off CR or Hwy: CR 18/CR 25

New Address Needed: ^{Yes} Y or N Subdivision Name: N/A

Filing N/A Lot N/A Block N/A Tract N/A Lot Size See attached for acreage.

Current Zoning: Agricultural (A) Current Land Use: Farmground and small feedyard.

Proposed Special Use: See attached plans for design of 12,500 head feedyard.

Terms of Special Use: 100 years

Building Plans: See attached plans.

I, (We), hereunto submit this application for a Special Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Special Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 6th day of April, 2022

Signature of Applicant: 

Signature of Landowner: 

FOR COUNTY USE

Application Fee: One hundred dollars (\$100.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Special Use Permit: _____

Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of Special Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton

Joseph A. McBride

Jane E. Bauder

**Project Narrative for Carson Guenzi Special Use Permit Application
Logan County, Colorado**

This special use permit application proposes the design and construction of a feedyard. The proposed feedyard will be built over three phases, for an ultimate final headcount of 12,500 cattle. Currently the property is zoned agricultural (A) and is comprised of a small feedyard and farmground. The feedyard will be built in center pivot corners (Phases I and II), with Phase III covering the northern half of an existing center pivot. Build out is expected to occur over multiple years.

The feedyard production area will include animal pens, shop, and feed area, including grain storage facilities. Wastewater impoundments will collect all runoff from the production area and wastewater collected will be applied, when necessary, to the surrounding cropland at agronomic rates. Solid manure produced at the facility will either be applied to facility-owned cropland or gifted to neighboring farmers. All immediate surrounding cropland is owned by the facility.

The feedyard is being built to be in compliance with the Colorado Department of Public Health and Environment's (CDPHE) Concentrated Animal Feeding Operations (CAFO) regulations. Once over 1,000 head, the feedyard will register with CDPHE's Environmental Agriculture Program as a CAFO. The State CAFO requirements cover water quality regulations including that existing and future wastewater impoundments must meet a seepage rate requirement and land application to facility owned or operated cropland must be done in accordance with a nutrient management plan.

Access to the feedyard will consist of existing accesses off County Road 25 as well as a new access road off County Road 18. County setbacks will be met for the new livestock confinement areas. Where existing livestock confinement pens do not meet the setback requirements, a signed waiver for setback requirements will be pursued or those pens will not be included in the final design.

Water for the feedyard will be provided by an existing appropriately permitted commercial well on-site (85241-F). The facility intends to be a good neighbor and employ best management practices for abatement of nuisance conditions, such as dust, odor and equipment noise.



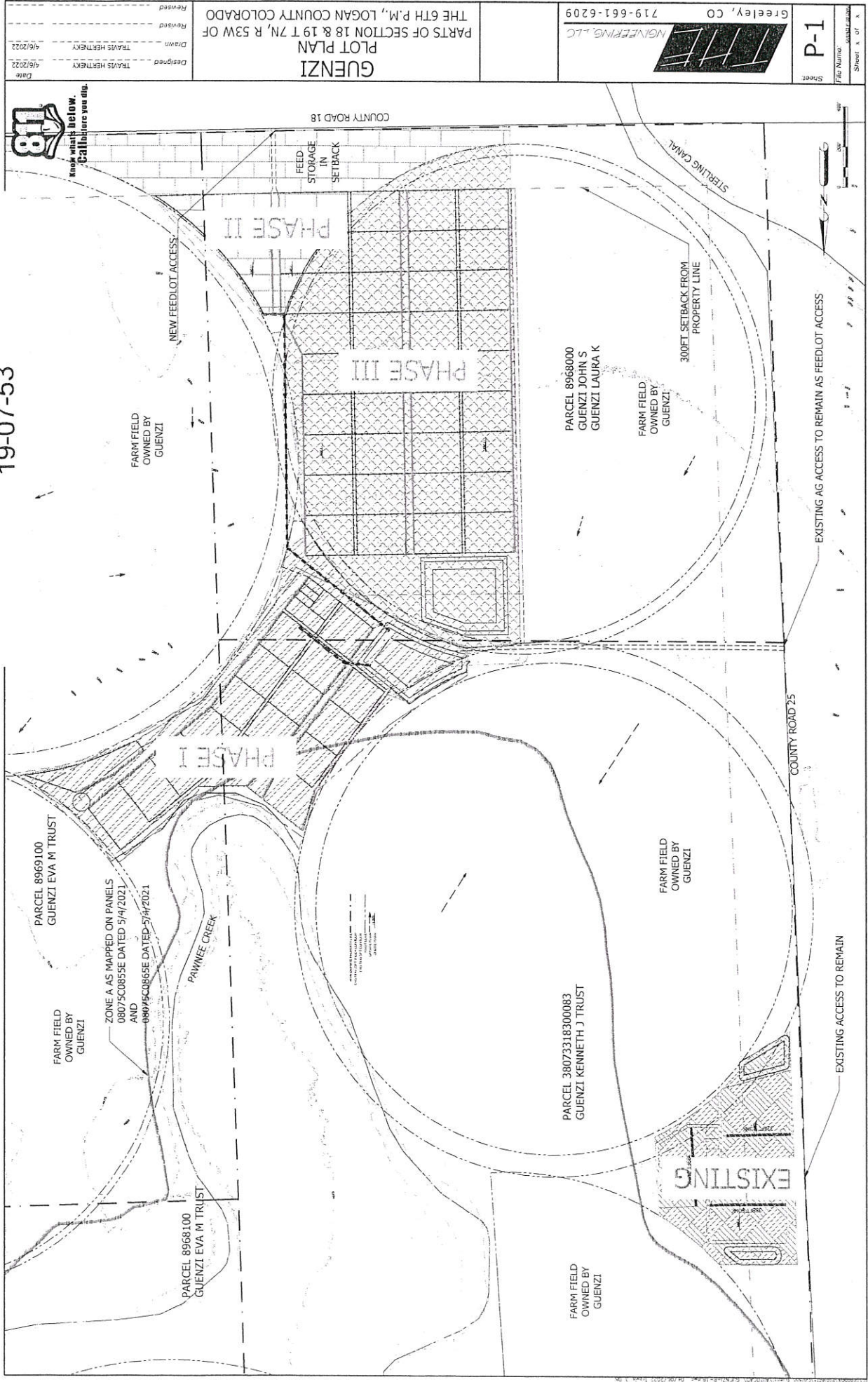
Guenzi

Special Use Permit Application Parcels

Parcel Number	Legal Description	Acres	Owner	Address
38073318300083	SW4 18-07-53 & NW4 19-07-53	355	Kenneth J Guenzi Trust	916 Fairhurst St., Sterling, CO 80751
8968000/ 724 000	SW4 19-07-53	163	John & Laura Guenzi	12967 Hwy 6, Merino, CO 80741
8969100	E2 19-07-53	328	Eva M Guenzi Trust	916 Fairhurst St., Sterling, CO 80751

Carson Guenzi
Special Use Permit
SUP2022-236 May 2022
19-07-53

Carson Guenzi
Special Use Permit
SUP2022-236 May 2022
19-07-53



<p>811 Know what's below. Call before you dig.</p>	<p>DATE: 4/6/2022 DESIGNED: TRAVIS HERTZKE DRAWN: TRAVIS HERTZKE REVIEWED: 4/6/2022</p>	<p>GUENZU PLOT PLAN PARTS OF SECTION 18 & 19 T 7N, R 53W OF THE 6TH P.M., LOGAN COUNTY COLORADO</p>	<p>Greeley, CO 719-661-6209 TTF ENGINEERING, LLC</p>	<p>P-1 Sheet File Name: 19-07-53.dwg Sheet 1 of 1</p>
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AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 2 day of May, 2022, by and between the County of Logan, State of Colorado, hereinafter called "County", and Pauley Construction the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 18535 Iris Dr

_____ : and

WHEREAS, Applicant desires to install an relocate aerial fiber to underground with 226' trench which will be located (Circle One): along, bore under, or trench across Iris Dr, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct Fiber optic cables, described above, in the right of way of 18535 Iris Dr, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 6/30/22.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Pauley Construction
Right of Way
ROW2022-9 May 2022
Iris Drive

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

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

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

☐ Other Provisions: _____

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

Owner #1 Cheryl A Booth Printed name Cheryl A Booth
Signature _____
Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:

Gary Damrell
Printed name _____
Gary Damrell
Signature _____

Address: 13636 E Davies Pl.
Centennial, CO 80112

Application Fee Paid _____

Date 5/2/2022

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Pauley Construction
Right of Way
ROW2022-9 May 2022
Iris Drive

RIGHT OF WAY
INSPECTION FORM

LOGAN COUNTY, 315 MAIN STREET, STERLING, CO 80751

PERMIT DATE 5/9-6/30

PROJECT ADDRESS 18535 Iris Dr

OWNER CenturyLink ADDRESS 7759 S Wheeling Ct, Englewood, CO 80112

DESCRIPTION OF WORK relocate aerial fiber to underground with 226' trench

TO SCHEDULE AN INSPECTION, PLEASE CALL 970-522-3426 OR 970-520-6370

THE ISSUANCE OR GRANTING OF THIS PERMIT SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF ANY VIOLATION OF ANY OF THE PROVISIONS OF THE ORDINANCES OF LOGAN COUNTY. PERMITS PRESUMING TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ORDINANCES OF LOGAN COUNTY SHALL NOT BE VALID. THIS PERMIT SHALL EXPIRE IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.

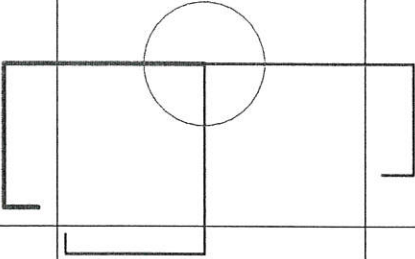
Logan County Inspector _____ Date _____

Work Performed By _____

Approved _____ NOT Approved _____ Depth _____

Notes: _____

Pauley Construction
Right of Way
ROW2022-9 May 2022
Iris Drive

PED 2 DETAIL				REPLACE EXISTING POLE WITH NEW 30-5, ADD NEW ANCHORS AND DOWN GUYS AS NEEDED FOR DEAD END, PLACE NEW BD5A AT BASE OF NEW POLE. CUT EXISTING 200 AND 50 PR CABLES TO LENGTH FOR BRINGING DOWN POLE TO PED AND HOT CUT.	
A0QLD 226' 2022 ANMW-300 PLBC 316G,701-800(Pairs: 1-100) [DEAD]DD,101-300 (Pairs: 101-300) <N.991945,1>		AN9 555' 4.62" 1960 BKMA-50 PLAC 316G,751-800(Pairs: 1-50) <Unknown,1>			
		AQ5 707' 3.75" 2000 BKMH-200 PLAC 316G,701-725(Pairs: 1-25) 316G,726-750(Pairs: 26-50) A,151-200 (Pairs: 51-100) Pairs,101-200 <Unknown,1>			

FW PROJECT

N.991945

WFMT PROJECT:

N/A

COMMUNITY NAME

NAME: STERLING
CITY: STERLING

ENGINEERING CONTACT

NAME: BRIAN VANCE
PHONE: 970 332 0007

CONTRACT ENGINEER

NAME: MILAN BROWN
COMPANY: MTN 303 801 9997

CONSTRUCTION COORDINATOR

NAME: RICHARD BLANKS
PHONE: 970 373 7250

SPlicing COORDINATOR

NAME: RICHARD BLANKS
PHONE: 970 373 7250

DATE

REVISIONS

DESCRIPTION

ISSUE:

1

WC CUE:

STANGOMA

SECTION:

16

TOWNSHIP:

8N

RANGE:

52W

DESG:

CO - STNG - RELO - AERIAL TO BURNED

EXCH KEY:


970-522

REM KEY:

SCALE:

1-100

DATE:

CenturyLink LUMEN

ECD: 10/31/2022

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF CENTURYLINK. THEY ARE NOT TO BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT WRITTEN PERMISSION.

SHEET: 4 OF 4



18535 Iris Dr, Sterling CO

Job# N 991945

Aerial/Underground

One Lane Road

REQUESTED DATES: _____

WORK HOURS: _____

PERMIT: _____

Sheet# 1

Comments:

**Plans subject to field adjustment

NOT DRAWN TO SCALE

**Work to be performed during normal business hours

Summary of Devices

Cone	15 x Cone
flagger	2 x flagger
Pole	2 x FLAGGER Sign
Sign Stand	2 x one lane road ahead
Warning sign	2 x Road Work Ahead

MINIMUM TAPER DISTANCES (ASSUME 12 FT LANES)

SPEED LIMIT	MERGING (L)			SHIFT (1/2 L)	SHOULDER (1/3 L)			BUFFER SPACE	MAX DELINEATOR SPACING	
	125'	180'	245'		320'	400'	480'		TAPER	TANGENT
25 MPH	125'	180'	245'	320'	400'	480'	155'	25'	50'	
30 MPH	180'	245'	320'	400'	480'	600'	200'	30'	60'	
35 MPH	245'	320'	400'	480'	600'	720'	250'	35'	70'	
40 MPH	320'	400'	480'	600'	720'	840'	305'	40'	80'	
45 MPH	400'	480'	600'	720'	840'	960'	360'	45'	90'	
50 MPH	480'	600'	720'	840'	960'	1080'	425'	50'	100'	
55 MPH	600'	720'	840'	960'	1080'	1200'	495'	55'	110'	
60 MPH	720'	840'	960'	1080'	1200'	1320'	570'	60'	120'	
65 MPH	840'	960'	1080'	1200'	1320'	1440'	645'	65'	130'	
70 MPH	960'	1080'	1200'	1320'	1440'	1560'	730'	70'	140'	
75 MPH	1080'	1200'	1320'	1440'	1560'	1680'	820'	75'	150'	
80 MPH	1200'	1320'	1440'	1560'	1680'	1800'	900'	80'	160'	

DISTANCE BETWEEN SIGNS

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
Urban (low speed)	100 feet	100 feet	100 feet
Urban (high speed)	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,840 feet

Map data ©2022 Imagery ©2022, CNES / Airbus, Maxar Technologies

Date: Mar 24, 2022 Preparing Company: Colorado Infrastructure Drawn by: Seneca Hernandez

ATSSA Certif: 294564 Drawn For: Pauley Construction Name: Gary Damrell

Job#: N 991945

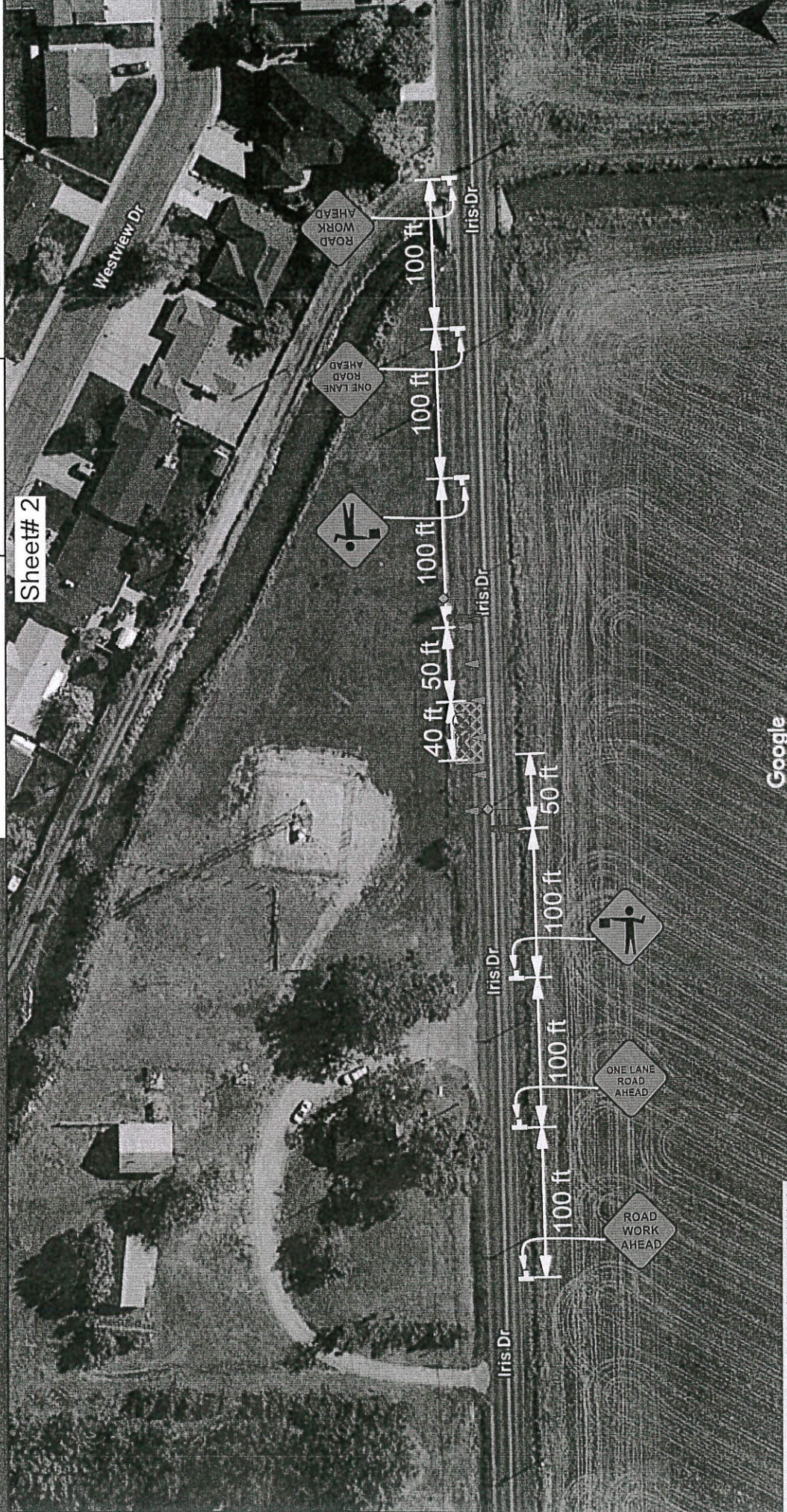
720-442-5107

ATSSA
AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

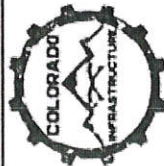
This is a certification for the use of the ATSSA logo on all traffic safety materials.

Seneca Hernandez
ATSSA Certified Traffic Safety Professional
Traffic Control Supervisor
Issued Date: 11-5-2020

Sheet# 2



Date: May 2, 2022 Preparing Company: Colorado Infrastructure Drawn by: Seneca Hernandez
ATSSA Cert#: 294564 Drawn For: Pauley Construction Name: Manuel Centeno
Job#: N 991945



720-442-5107

Comments:

**Plans subject to field adjustment

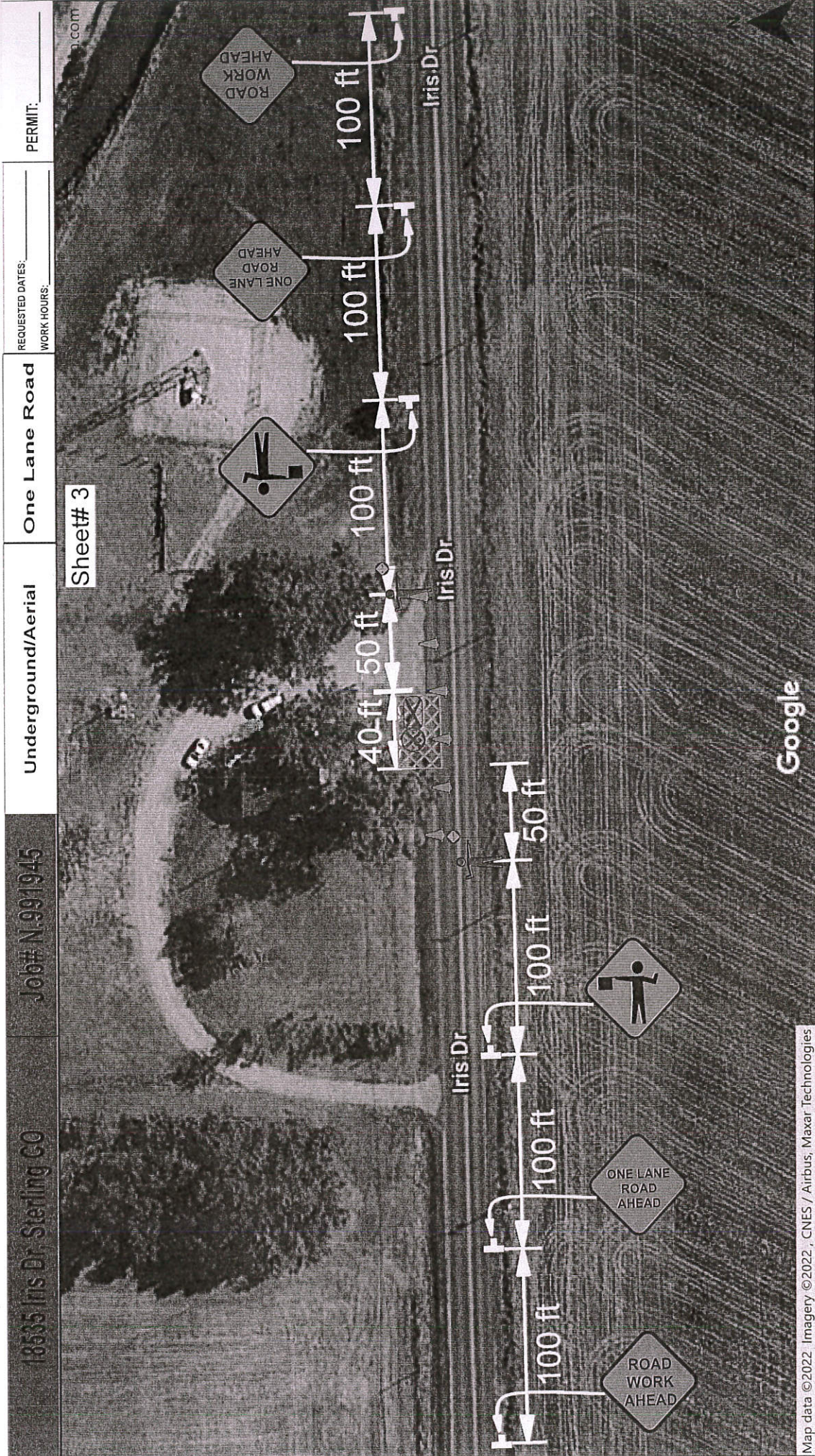
NOT DRAWN TO SCALE

****All devices shall conform to current MUTCD standards**

****Work to be performed during normal business hours**

MINIMUM TAPER DISTANCES (ASSUME 12 FT LANES)				BUFFER SPACE	MAX DELINEATOR SPACING		Summary of Devices
SPEED LIMIT	MERGING (L)	SHIFT (1/2 L)	SHOULDER (1/3 L)		TAPER	TANGENT	
25 MPH	125'	65'	40'	155'	25'	60'	6 x Cone
30 MPH	180'	90'	60'	200'	30'	50'	2 x flagger
35 MPH	245'	125'	80'	250'	35'	70'	2 x FLAGGER Sign
40 MPH	320'	160'	105'	305'	40'	80'	2x one lane road ahead
45 MPH	540'	270'	180'	360'	45'	90'	2x Road Work Ahead
50 MPH	600'	300'	200'	425'	50'	100'	
55 MPH	660'	330'	220'	495'	55'	110'	
60 MPH	720'	360'	240'	570'	60'	120'	
65 MPH	780'	390'	260'	645'	65'	130'	
70 MPH	840'	420'	280'	730'	70'	140'	
75 MPH	900'	450'	300'	820'	75'	150'	
80 MPH	960'	480'	320'	900'	80'	160'	

ROAD TYPE	DISTANCE BETWEEN SIGNS		
	A	B	C
Urban (low speed)	100 feet	100 feet	100 feet
Urban (high speed)	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,840 feet



18535 Iris Dr, Sterling CO

Job# N.991945

Underground/Aerial

One Lane Road

REQUESTED DATES: _____

WORK HOURS: _____

PERMIT: _____

Map data ©2022 Imagery ©2022, CNES / Airbus, Maxar Technologies

Date: May 2, 2022 Preparing Company: Colorado Infrastructure Drawn by: Seneca Hernandez

ATSSA Cert#: 294564 Drawn For: Pauley Construction Name: Manuel Centeno

Job#: N.991945

720-442-5107

Comments:

- **Plans subject to field adjustment
- **NOT DRAWN TO SCALE**
- **All devices shall conform to current MUTCD standards
- **Work to be performed during normal business hours

Summary of Devices

Legend	Summary of Devices
Cone	6 x Cone
flagger	2 x flagger
PED	2 x FLAGGER SIGN
Pole	2 x one lane road ahead
Sign Stand	2 x Road Work Ahead
Warning sign	
Work Area	

MINIMUM TAPER DISTANCES (ASSUME 12 FT LANES)

SPEED LIMIT	MERGING (L)		SHIFT (1/2 L)	SHOULDER (1/3 L)	BUFFER SPACE	MAX DELINEATOR SPACING	
	(L)	(L)				TAPER	TANGENT
25 MPH	125'	65'	40'	155'	25'	50'	
30 MPH	180'	90'	60'	200'	30'	60'	
35 MPH	245'	125'	80'	250'	35'	70'	
40 MPH	320'	160'	105'	305'	40'	80'	
45 MPH	540'	270'	180'	360'	45'	90'	
50 MPH	600'	300'	200'	425'	50'	100'	
55 MPH	660'	330'	220'	495'	55'	110'	
60 MPH	720'	360'	240'	570'	60'	120'	
65 MPH	780'	390'	260'	645'	65'	130'	
70 MPH	840'	420'	280'	730'	70'	140'	
75 MPH	900'	450'	300'	820'	75'	150'	
80 MPH	960'	480'	320'	900'	80'	160'	

ROAD TYPE

ROAD TYPE	A	B	C
Urban (low speed)	100 feet	100 feet	100 feet
Urban (high speed)	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,840 feet

DISTANCE BETWEEN SIGNS

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is a registered trademark of Seneca Hernandez

For registration information, please contact the American Traffic Safety Services Association at 720-442-5107

Issue Date: 11/13/2022

Resolution

No. 2022-24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, TO DECLINE ALL PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE PROGRAM (FAMLI) AND DIRECTING THAT NOTICE OF THIS RESOLUTION BE PROVIDED TO THE DIRECTOR OF THE DIVISION OF FAMILY AND MEDICAL LEAVE INSURANCE.

WHEREAS, the Board of County Commissioners has the authority under Colorado law, including, but not limited to C.R.S. 30-11-103 and 107 to make decisions regarding the County budget, personnel benefits, and employment policies for Logan County employees; and

WHEREAS, in 2021, the Colorado General Assembly enacted legislation known as the Paid Family and Medical Leave Insurance Act (FAMLI), C.R.S. section 8-13.3-501, et seq., with insurance premiums becoming payable beginning in 2023 and benefits becoming available to employees beginning in 2024; and

WHEREAS, the Board has considered the advantages and disadvantages of participating in FAMLI, and the paid time off benefits currently provided by the County to its employees; and

WHEREAS, the Board concludes that the current paid time off benefits provided to County employees, including the availability of leave sharing and the leave bank, enable employees to become self-sufficient in planning for unexpected medical absences; and

WHEREAS, County employees may independently choose to enroll in the FAMLI insurance coverage and pay the insurance premium directly to the Division, even if the Board declines to participate in the FAMLI program on a county-wide basis; and

WHEREAS, pursuant to the statute, a local government may decline to participate in FAMLI by formally notifying the division of family and medical leave insurance, in writing, and providing the date of the vote and documentation of the local government's decision to decline all participation in the program; and

WHEREAS, notice of the business meeting at which this Resolution has been taken up for consideration was provided to county employees as required by state administrative rule, and the comment of employees was invited and taken into consideration.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Logan County, by and through its Board of County Commissioners, hereby declines all participation in the Paid Family and Medical Leave Insurance Program (FAMLI) and directs staff to provide written notice that it declines to participate by sending a copy of this Resolution to the division of family and medical leave insurance.
2. Staff is directed to provide county employees with written information about their rights to independently participate in the FAMLI program as is required by statute and regulations.
3. The County will renew this declination not later than eight years from the adopted and effective date set forth below, and may elect coverage in the future as provided by statute and regulations.

ADOPTED AND EFFECTIVE on this 7th day of June, 2022.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Byron H. Pelton, Chairman

Joseph A. McBride

Jane E. Bauder

ATTEST:

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, hereby attest that the foregoing resolution was duly adopted by the Board of County Commissioners of Logan County, sitting in regular session, this 7th day of June, 2022.

Pamela M. Bacon
Logan County Clerk and Recorder

SERVICES CONTRACT

This Services Contract Regarding Provision of Professional Services (the "Agreement") dated as of this day _____ of May, 2022, is between Kubat Equipment and Service Co., 1070 S. Galapago St., Denver, CO 80221 (hereinafter the "Contractor") and Logan County, Colorado, 315 Main St., Sterling, CO 80751 ("County"), by and through its Board of County Commissioners.

Terms and Conditions

1. Scope of Work: Contractor shall perform the work and provide the equipment & materials for replacement of the County's Road & Bridge Department Fuel Site Dispensing & Management System, all as described in the Project Quote, attached hereto as Exhibit A, consisting of five pages. Contractor shall perform the work in a skillful, professional, and competent manner. Contractor shall provide qualified staff persons to administer and oversee this contract.

2. Independent Contractor - The Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the County. Neither the Contractor nor any agent or employee of the Contractor shall be or shall be deemed to be an agent or employee of the County. Contractor shall pay when due all required federal and state income taxes on any monies earned pursuant to this contract. Contractor shall have no authorization, express or implied, to bind the County to any agreements, liability, or understanding except as expressly set forth herein. Contractor and its employees are not entitled to workers' compensation benefits paid for or otherwise provided for by County. Contractor shall provide and keep in force worker's compensation insurance for its own employees in the amounts required by law and shall be solely responsible for the acts of the Contractor, its employees and agents.

3. Compensation and Payment: As consideration for the work to be performed by Contractor hereunder, the County shall pay to Contractor an amount not to exceed the sum of Seventy Eight Thousand One Hundred Twenty Eight Dollars and Twenty One Cents (\$78,128.21). No increase in the contract sum shall be allowed without the written authorization of Board of County Commissioners of the County of Logan.

4. Time for Completion of Contract/Duration of Contract:

Work shall commence as soon as practicable upon execution of this Contract and shall be completed on or before September 30, 2022.

5. No Third Party Beneficiary: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County

and the contractor that any such person or entity, other than the County or the contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

6. Insurance - Contractor:

- a. During the term of this Contract, and any extension(s) hereof, Contractor agrees that it will keep in force an insurance policy or policies, issued by a company authorized to do business in Colorado, in the kinds and minimum amounts specified below unless specifically waived herein. In the event of cancellation of any such coverage, the Contractor shall immediately notify the County of such cancellation,
 - (1) Standard Worker's Compensation and Employer's Liability as required by State Statute, including occupational disease; covering all employees on or off the work site, acting within the course and scope of their employment.
 - (2) General, Personal Injury, Professional, Automobile Liability (including bodily injury, personal injury and property damage) with minimum coverage of:
 - a. Occurrence basis policy: combined single limit of \$1,000,000 or Claims-Made policy: combined single limit of \$1,000,000; plus an endorsement, certificate, or other evidence that extends coverage two years beyond the performance period of the contract.
 - b. Annual Aggregate Limit policy: Not less than \$1,000,000 plus agreement that the Contractor will purchase additional insurance to replenish the limit to \$1,000,000 if claims reduce the annual aggregate below \$1,000,000.
 - c. County shall be named as an additional insured on all liability policies.
 - d. The insurance shall include provisions preventing cancellation without thirty (30) calendar days prior to written notice to the County by certified mail.
 - e. Upon execution of this contract, the Contractor shall provide to the County additional insured endorsements and certificates of the required insurance coverage.
 - f. The Contractor shall provide such other insurance as may be required by law, or in a specific solicitation.

7. Contractor Representations - Licenses/Approvals/Insurance: The Contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, insurance, etc. required to properly provide the services and/or supplies

covered by this contract. Additionally, all employees of the contractor performing services under this contract shall hold the required license or certification, if any, to perform their responsibilities. Any revocation, withdrawal or nonrenewal of necessary license, certification, approval, insurance, etc. required for the Contractor to properly perform this contract, shall be grounds for termination of this contract by the County.

The Contractor further certifies that, if a foreign corporation, a limited liability company, a limited liability partnership or a limited liability limited partnership, it currently has a Certificate of Good Standing or Certificate of Existence to do business in Colorado. Proof of such certification shall be provided upon request by the County.

8. Performance Monitoring: The Contractor shall permit the County and any other governmental agency authorized by law, or its authorized designee, to monitor all activities conducted by the Contractor pursuant to the terms of this contract. All such monitoring shall be performed in a manner that will not unduly interfere with Contractor's work.

9. Conformance with Law: The Contractor shall at all times during the term of this contract strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. The Contractor shall also require compliance with these statutes and regulations in subcontract agreements, if any, permitted under this contract.

10. Assignment/Delegations/Subcontracting: Except as herein specifically provided otherwise, the duties and obligations of the Contractor arising hereunder cannot be assigned, delegated nor subcontracted except with the express prior written consent of the County. The subcontracts permitted by the County shall be subject to the requirements of this contract, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this contract. The Contractor shall be responsible for the performance of any subcontractor and failure of the subcontractor to provide services as set forth in this contract. The Contractor warrants and agrees that any subcontract resulting from its performance under the terms and conditions of this contract shall include a provision that the said subcontractor shall abide by the terms and conditions hereof, as well as all other applicable County, laws, and rules and regulations pertinent hereto that have been or may hereafter be established. Also, the Contractor warrants and agrees that all subcontracts shall include a provision that the subcontractor shall indemnify and hold harmless the County. The subcontractors must be certified to work on any equipment for which their services are obtained.

11. Remedies: The County may exercise the following remedial actions, in addition to all other remedial actions authorized by law, should the Contractor substantially fail to satisfy the scope of work to be performed under this Contract. Substantial failure to satisfy the scope of work shall be defined to mean incorrect or improper activities or inaction by the Contractor. These remedial actions are as follows:

- a. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed;
- b. Request the removal from work on the contract of employee(s) and/or agent(s) of the Contractor whom the County justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued

employment on the contract is deemed to be contrary to the public interest or not in the best interest of the County.

- c. Deny payment or recover reimbursement for those services or deliverables which have not been performed and which due to circumstances caused by the Contractor cannot be performed or if performed would be of no value to the County. Denial of the amount of payment shall be reasonably related to the amount of work or deliverables lost by the County.
- d. Incorrect payments to the Contractor due to omission, error, fraud, and/or defalcation shall be recovered from the Contractor by deduction from subsequent payments owed under this contract, or by the County as a debt due to the County or otherwise as provided by law.

12. Termination:

- a. Termination for Default: The County may terminate the contract for cause without compensation for termination costs. If the County terminates the contract for cause, it will first give ten (10) days prior written notice to the Contractor, stating the reasons for cancellation, procedures to correct problems, if any, and the date the contract will be terminated in the event problems have not been corrected.
 - (1) In the event this contract is terminated for cause, the County will only reimburse the Contractor for acceptable work or deliverables received upto the date of termination.
 - (2) In the event this contract is terminated for cause, final payment to the Contractor may be withheld at the discretion of the County until completion of a final audit.
- b. Termination for Convenience: The County shall have the right to terminate this contract for its convenience by giving the Contractor at least thirty (30) days prior written notice. If notice is so given, this contract shall terminate on the expiration of the specified time period, and the liability of the parties hereunder for further performance of the terms of this contract shall thereupon cease, but the parties shall not be released from the duty to perform their obligations up to the date of termination.
- c. Immediate Termination: This contract is subject to immediate termination by the County in the event that the County determines that the health, safety, or welfare of persons receiving services may be in jeopardy, or upon determining that the Contractor has engaged in or is about to participate in fraudulent acts.

13. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any

other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

14. Integration of Understandings: This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous additions, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written contract executed and approved by the Board of County Commissioners.

15. Exhibits - Interpretation

- a. Unless otherwise stated, all exhibits referenced herein are attached hereto and incorporated herein and made a part of this contract.
- b. The terms of this contract shall control over any conflicting terms in any of its attached exhibits.

16. Confidentiality: Contractor acknowledges that it may receive confidential information from County in connection with the Project or, as part of the Project, develop such information. Contractor shall take all precautions necessary to maintain and protect the confidentiality of any such information and to ensure that it shall be used only for the purposes of the Project.

17. Ownership of Work: Subject to County's obligation to compensate Contractor, all work, reports, designs, drawings, renderings and other work product produced by Contractor in connection with the Project shall belong to County and Contractor shall not use any part thereof for purposes other than the Project without the written consent of County.

18. Indemnification: Contractor shall indemnify the County and hold and defend County and its officials, officers, and employees harmless from all costs, claims and expenses arising from claims made by any person in connection with the acts or omissions of, or representations by, the Contractor. This indemnification shall not apply to claims by third parties against the County to the extent that the County is liable to such third party for such claim without regard to the involvement of the Contractor. It shall be a condition to liability under this paragraph that the County promptly provide to the Contractor a copy of any summons, complaint or other notice of claim with respect to any claim for which the County may seek indemnification or defense hereunder. Within 10 days following the giving of such notice of claim by the County, the Contractor shall acknowledge receipt of such notice in writing to the County and, in such notice, accept the defense and obligation to indemnify the County hereunder. Following such acknowledgment, the Contractor shall take all actions reasonably necessary to protect the County from such claim and the County shall cooperate in such defense. In the event that the Contractor fails or refuses to give such acknowledgment of receipt and acceptance to the County within the 10-day period specified, the County may, but shall not be obligated to, assume its own defense and thereafter recover all costs of such defense from the Contractor.

19. Notices: Any notice required under this Agreement may be personally delivered or mailed in the United States mail, first class postage prepaid to the party to be served at the following addresses:

Contractor: Kubat Equipment and Service Co.
1070 S. Galapago St.
Denver, CO 80223

County: Logan County Board of County Commissioners
315 Main Street
Sterling, CO 80751

Notices personally served shall be deemed served on the date of delivery. Notice mailed shall be deemed served the next business day following the date of mailing if mailed in the State of Colorado; otherwise on the date which is two business days following the date of mailing.

20. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the work and may not be amended except by a written document executed by both parties hereto.

21. Counterparts: This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and which together shall constitute a single instrument.

22. Choice of Laws and Venue: This Contract shall be governed by and construed in accordance with the laws of the State of Colorado without reference to choice of law rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be only in the District Court in and for the County of Logan, State of Colorado.

23. Governmental Immunity: Nothing contained herein shall constitute a waiver of the County's Governmental Immunity.

Under penalty of perjury, I am authorized to execute the contract upon the behalf of and to bind the Contractor, and the statements and representations in Paragraphs 3 and 7 are true to the best of my information and belief.

CONTRACTOR: Kubat Equipment and Service Company

By: 

Print Name/Title: Russell Haddock/Outside Sales Representative

APPROVED:

COUNTY: LOGAN COUNTY, COLORADO

By: _____
Byron H. Pelton, Chairman
Board of County Commissioners

By: _____
Joseph A. McBride
County Commissioner

By: _____
Jane E. Bauder
County Commissioner



Project Quote

Quote Nbr.: PQ000911
Quote Date: 3/22/2022
Sales Person: RUSSELL HADDOCK
Reference: FUEL UPGRADE RFP
Customer: COD Customers - New Customer

Quoted To:
COD Customers - New Customer
Various Locations

Project Quoted:
COD Customer - Parts Counter: New Customer
LOGAN COUNTY ROAD & BRIDGE
JEFF REEVES
315 MAIN ST
STERLING, CO, 80751

PLEASE NOTE:

- IN ADDITION TO THE TERMS AND CONDITIONS INCLUDED WITHIN THIS ESTIMATE.
- DUE TO CURRENT MATERIAL VOLATILITY, ALL QUOTED MATERIAL PRICING IS SUBJECT TO CHANGE.
- ADDITIONAL FREIGHT/FUEL AND SURCHARGES MAY BE ADDED IN THE EVENT OF MANUFACTURER IMPLEMENTATION.
- ESTIMATED PRICING IS VALID FOR 30 DAYS FROM DATE OF ESTIMATE.

KUBAT EQUIPMENT AND SERVICE COMPANY THANKS YOU FOR THE OPPORTUNITY TO PROVIDE THE FOLLOWING ESTIMATE AND SCOPE OF WORK.

NOTE: QUOTE IS TO SUPPLY/INSTALL NEW DISPENSERS AND FUEL MANAGEMENT SYSTEMS IN PLACE OF EXISTING.

NOTE: CUSTOMER WILL PROVIDE A DIRECT POINT OF CONTACT FOR THERE I.T. DEPARTMENT PRIOR TO KUBAT ORDERING EQUIPMENT SO THAT OPW/FMS CAN EMAIL THE NEW SOFTWARE DIRECTLY TO THE CUSOTMERS I.T. DEPARTMENT AND THEY WILL WORK WITH OPW/FMS TO COMPLETE THE NEW SOFTWARE INSTALLATION ON CUSTOMERS P.C. PRIOR TO KUBAT PROCEEDING TO SITE.

NOTE: LOGAN COUNTY WILL WORK DIRECTLY WITH OPW/FMS TO COMPLETE DATA MIGRATION FROM OLD PHOENIX SOFTWARE TO THE NEW SQL LTE SOFTWARE AS NEEDED.

KUBAT WILL.

-HAVE OPW/FMS EMAIL CUSOTMERS I.T. DEPARTMENT THE NEW SQL LTE SOFTWARE TO UPLOAD ON CUSTOMERS PC
NOTE: THIS WILL BE COMPLETED PRIOR TO KUBAT PROCEEDING TO SITE AND CUSTOMERS I.T. WILL CONFIRM NEW SOFTWARE IS AT AN "IDLE" POINT.

-MOBILIZE TO SITE WITH QUOTED EQUIPMENT

-CERTIFIED ELECTRICIAN WILL DISCONNECT POWER TO THE EXISTING DISPENSER AND FUEL MANAGEMENT SYSTEM (LOCK/OUT-TAG/OUT).

-CERTIFIED ELECTRICIAN WILL REMOVE THE EXISTING POWER/COMM CONDUIT-CABLING FROM THE EXISTING DISPENSERS/FMS PEDESTALS AND PULL BACK TO BE USED WITH NEW
NOTE: KUBAT ASSUMES EXISITNG CONDUITS/CABLING IS IN GOOD CONDITION AND WILL REMAIN TO BE USED WITH NEW EQUIPMENT-INSTALLATION.

-REMOVE EXISITNG PIPING FROM TOP OF SHEAR VALVE INTO EXISTING DIESEL DISPENSERS
NOTE: KUBAT ASSUMES EXISTING SHEAR VALVES ARE TIGHT AND WILL HOLD/SEAL WHEN TRIPPED

-REMOVE EXISTING DISPENSERS (TO INCLUDE SATELITE DISPENSER) OFF OF ISLAND AND DISPOSE OF THEM
NOTE: EXISTING HANGING HARDWARE WILL BE REMOVED TO BE USED ON NEW DISPENSERS AS KUBAT ASSUMES EXISTING IS IN GOOD CONDITION AND FREE OF LEAKS

-SUPPLY/INSTALL NEW GASBOY ATLAS MECHANICAL DISPENSERS IN SAME LOCATION AS EXISTING AND ANCHOR TO

EXHIBIT

tabbles

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Project Quote

Quote Nbr.: PQ000911
Quote Date: 3/22/2022
Sales Person: RUSSELL HADDOCK
Reference: FUEL UPGRADE RFP
Customer: COD Customers - New Customer

Quoted To:
COD Customers - New Customer
Various Locations

Project Quoted:
COD Customer - Parts Counter: New Customer
LOGAN COUNTY ROAD & BRIDGE
JEFF REEVES
315 MAIN ST
STERLING, CO, 80751

THE FUEL ISLAND.

-
- PIPE IN FROM TOP OF SHEAR VALVE INTO THE DISPENSERS ACCORDINGLY
-
- SUPPLY/INSTALL TWO (2) NEW OPW/PETROVEND FUEL MANAGEMENT PEDESTALS IN SAME LOCATION AS EXISTING.
-
- CERTIFIED ELECTRICIAN WILL PULL EXISTING CONDUIT/CABLING FOR POWER/COMMUNICATION INTO THE NEW DISPENSERS AND FUEL MANAGEMENT PEDESTALS AND LAND/SEAL ALL CABLING/CONDUIT ACCORDINGLY
-
- CERTIFIED ELECTRICIAN WILL BRING THE POWER BACK UP TO THE FUEL ISLAND AND TEST FUNCTIONALITY
-
- PURGE NEW DISPENSER AND CHECK CALIBRATIONS
-
- CONFIRM FMU IS WORKING PROPERLY WITH NEW DISPENSERS AND TEST NEW FUEL SYSTEM/ACCESS TO CONFIRM.
NOTE: CUSTOMER WILL USE EXISTING CHIP KEY'S WITH NEW FMS SYSTEM
-
- CLEAN UP MATERIAL/DEBRIS FROM KUBATS SCOPE OF WORK AND DISPOSE OF

THIS ESTIMATE EXCLUDES THE FOLLOWING.

-
- ANY WORK/MATERIALS NOT QUOTED IN KUBATS SCOPE OF WORK
-
- REPAIR/REPLACEMENT TO EXISTING SHEAR VALVE AND BELOW
-
- REPAIR/REPLACEMENT TO EXISTING HANGING HARDWARE
-
- REPAIR/REPLACEMENT TO EXISTING POWER PANEL/BREAKERS
-
- TRENCHING MATERIAL/LABOR
-
- NEW CONDUIT/CABLING FOR POWER AND/OR COMMUNICATION
NOTE: KUBAT ASSUMES EXISTING IS IN GOOD CONDITION AND CAN BE USED WITH NEW DISPENSER AND FMU SYSTEM QUOTED.
-
- CONCRETE MATERIAL/LABOR
-
- ASPHALT MATERIAL/LABOR
-
- REPAIR/REPLACEMENT TO EXISTING FUEL ISLAND/s
-
- ULTRA HIGH/HIGH FLOW DISPENSERS
NOTE: NEW DISPENSERS ARE SPECIFIED FOR GPM RATE UP TO 18GPM ONLY.
-
- PERMITTING



Project Quote

Quote Nbr.: PQ000911
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 STERLING, CO, 80751

NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	AMOUNT
1	GASBOY DISPENSER #1	GASBOY DISPENSERS 9153 SERIES W/SATELITE	1.00	EA	34,928.00	34,928.00
	INCLUDES:					

	2 X 2-PRODCUT/2-HOSE MECHANICAL DISPENSER W/PULSER, INTERNAL FILTER, HOSE RETRACTOR AND UNLEADED/DIESEL BRAND					
	-					
	1 X 1-PRODUCT/2-HOSE MECHANICAL DISPENSER W/PULSER, INTERNAL FILTER, HOSE RETRACTOR AND DIESEL BRAND					
	-					
	1 X 1-PRODUCT/2-HOSE MECHANICAL DISPENSER W/PULSER, INTERNAL FILTER, HOSE RETRACTOR, SATELITE PIPING AND DIESEL BRAND					
	-					
	1 X 1-PRODUCT/1-HOSE SATELITE DISPENSER W/GREEN PANELS FOR DIESEL					
2	PROJ INB FREIGHT- GASBOY	GASBOY DISPENSER FRT (5 DISPENSERS)	1.00	EA	1,995.00	1,995.00
3	FUEL MGMT SYSTEM #3	OPW/FMS SYSTEMS (2 SYSTEMS)	1.00	EA	19,627.00	19,627.00
	SYSTEMS INCLUDE:					

	-					
	- 1 X EXTERNAL FSC3000 FUEL SITE CONTROLLER					
	-					
	- 2 X PV-200 FUEL ISLAND TERMINALS W/CHIP KEY READERS					
	-					
	- 2 X PCM MOUNTING BRACKETS					
	-					
	- 2 X PUMP CONTROL MODULE/MASTER 2-HOSE					
	-					
	- 2 X PUMP CONTROL MODULE/SLAVE 2-HOSE					
	-					
	- 1 X SQL LTE SOFTWARE PROGRAM					
	-					
	- 1 X SQL LTE FACTORY START UP SERVICE					
4	PROJ INB FREIGHT- OPWFMS	FMS SYSTEM EQUIPMENT FREIGHT	1.00	EA	375.00	375.00
5	PROJ ELEC MATERIAL	Project Electrical Material	1.00	EA	670.00	670.00
6	PROJ ELEC LABOR	Electrical Labor - Projects	1.00	EA	4,275.00	4,275.00
7	K1070E	Shop Supplies	1.00	EA	5.00	5.00

Continued...

Page 3 of 5



Project Quote

Quote Nbr.: PQ000911
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NO.	ITEM	DESCRIPTION	QTY.	UOM	PRICE	AMOUNT
8	PROJ MISC STEEL FITTINGS	Miscellaneous Steel Fittings for Projects	1.00	EA	535.00	535.00
9	NTI	Non-Taxable Install Assembly	1.00	EA	10,716.75	10,716.75
10	PROJ BOND	Performance and Payment Bond	1.00	EA	871.00	871.00

Please see attached terms and conditions which are a part of this quote.

Customer Signature: _____

Quote Total	73,997.75
Tax Total	4,130.46
Total	78,128.21

Printed Name: _____

Continued...

Page 4 of 5

TERMS AND CONDITIONS

1. Acceptance.

This proposal, when accepted by the Buyer within the period set out in this contract, will constitute a bona fide contract between us. It is agreed that there are no promises, agreements or understandings, oral or written, that are not specified in this agreement. No waiver, alteration or modification of the terms and conditions of this contract shall be binding unless in writing and signed by the Seller.

2. Prices.

Prices quoted are for acceptance within 60 days and, unless otherwise specified, are subject to change or withdrawal without notice after that date. Prices quoted are subject to adjustment to manufacturers published list prices in effect at date of shipment unless specifically waived by quotation. Acceptance by mail shall be effective as an acceptance only when actually received by seller.

3. Change Orders.

Any change to the scope of work set forth in the contract must be agreed to by both parties in writing. The cost for change orders is additional to the contract price.

4. Related Work.

Labor, materials and outside services for electrical, blacktop, water and sewer work are not included in this contract unless specified. Anchors, foundations and Cathodic protection are not included in this contract unless specified. If concrete slab is placed and finished under this contract, the Seller is not responsible for the slab if not protected from traffic by the Buyer for 7 days. Tank hold-downs and anchors may be required if ground water or a flood plain exists and will require additional expense. SPCC plans if required are the responsibility of the owner. Registration of Tanks is the responsibility of the owner.

5. Delivery.

Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, and other causes beyond the Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss or damage which might result therefrom. The Seller will endeavor to maintain schedules, but can not guarantee to do so. Time for delivery shall not be of the essence of this contract. The Seller is not liable for any loss or damages resulting from delay, however caused or occasioned. Delivery, unless otherwise specified, does not include unloading. The Buyer shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the Buyer's expense. The F.O.B. point will determine the responsibility for filling out necessary claim forms for carrier damaged equipment. Claims will be handled according to the I.C.C./D.O.T. common carrier agreements and are not necessarily handled by Seller.

6. Delays.

Any delay in the progress of the work not caused by Seller or its subcontractors will result in an additional charge to Buyer.

7. Terms.

Payment terms are Net 15 days from the date of Seller's invoice. A deposit may be required on all installation contracts. The Seller may require progress payments covering the cost of materials and the cost of labor. The cost of labor will be predicated upon the percentage of completion of the contract. The Buyer will be sent an invoice for the value of materials stored and/or for the value of work completed. The Buyer shall pay for the same within 15 days. Any buyer payment in excess of \$2500.00 that is made by credit card shall incur an additional 3% owed by Buyer to Seller.

8. Interest and Attorney Fees.

The Buyer agrees to pay interest at the rate of 1.5% per month on all sums owed to Seller. The Buyer agrees to pay the Seller's reasonable attorneys' fees and court costs incurred collecting any sums due from Buyer and/or in enforcing any of the terms of this contract, including Seller's attorney fees and costs incurred in connection with defenses or claims asserted by Buyer.

9. Installation-Warranty.

It is understood that the buyer shall provide the Seller with full access to the job site and the installation location during the installation period, and the Seller shall not be responsible for delays caused by the Buyer's failure to provide such access. The Seller shall perform all the work for the installation of the equipment and materials covered by this contract in a good and workmanlike manner in accordance with Seller's normal procedures, and Seller warrants that its installation will be free from defects for a period of one (1) year from the date of substantial completion of the installation. Buyer's remedy shall be limited to the repair and/or replacement of the defective workmanship. Seller's liability for installation is governed by the terms of this express warranty and shall not include any claim based on strict liability, negligence, breach of warranty or any other theory of liability. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. It is understood that the Buyer has submitted no specifications regarding the manner of the performance of this contract, unless otherwise specified in this contract.

10. Equipment-Warranty.

SELLER MAKES NO REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE EQUIPMENT AND MATERIALS SOLD UNDER THIS CONTRACT AND SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. To the extent permitted by the terms of any agreements with the manufacturer, Seller hereby assigns to Buyer all manufacturer warranties expressed or implied, issued on or applicable to the equipment and materials sold under this contract.

11. Limitation Period.

No action, lawsuit, claim or proceeding, regardless of the theory, nature or form, in anyway arising out of the transactions under this contract may be brought by Buyer more than one (1) year after the substantial completion of Seller's installation of equipment or products. If a certificate of occupancy or final permit approval is issued concerning Seller's work, such date shall be the date of substantial completion.

12. Excavation.

Excavation quotations are based on normal soil conditions. In the event any underground structures, cables, conduit, debris, rock, shale, water, running sand, concrete structures, poles, utilities, manholes, or similar non-visible obstructions are encountered, destroyed or damaged during the performance of the contract the Seller shall not be held responsible. In case of winter work, frost removal is not included unless specified in this contract. Should any non-visible obstructions or unforeseen underground conditions be encountered, removed or destroyed, and if additional work is necessary to either preserve or destroy these unforeseen obstacles and complete the excavation, such extra work shall be at the Buyer's expense. Mechanical compaction of backfill is not included in the contract unless specified. Finished grades are to be established and verified by the Buyer. This expense shall in no case exceed the existing rate scale for labor and materials had the quotation been based on labor and materials. If it becomes necessary for Seller to abandon the site of excavation, any expense incurred for work performed shall be borne by Buyer.

13. Floating Tanks.

The Buyer will be responsible for filling all underground storage tanks with product for ballast immediately upon setting tanks in excavations. The Seller shall notify the Buyer when product will be needed. The Seller shall not be responsible for contamination or loss of product used for ballast. In the event the tank is not filled as requested, the Buyer accepts responsibility for damage that may occur from tanks floating because of underground water or run off water resulting from weather, and accepts the expense for equipment, labor and materials to reinstall tank.

14. Special Fees.

Unless otherwise stated, no provision is made in this contract for special fees, permits, licenses, etc. If Seller is requested to furnish same, such charges will be added to the contract price. The Buyer shall furnish all surveys necessary for proper installation. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Buyer.

15. Indemnity Clause.

The Buyer agrees to hold the Seller safe and harmless against all loss and from all liability, claims, demands or suits for: (a) bodily injury and/or property damage arising out of the work undertaken by Seller, its employees, agents and/or subcontractors, and arising out of any other operation, no matter by whom, performed for and on behalf of the Buyer, whether or not due in whole or in part to conditions, acts or omissions done or permitted by Buyer or Seller, except for such liability as is covered by the Seller's Workmen's Compensation insurance, and (b) alleged or actual infringement of any letters patent, copyrights or trademarks, either domestic or foreign, arising from the manufacture and/or sale of goods herein in accordance with patterns, designs, specifications, drawings, directions, or any technical information or data furnished to the Seller by the Buyer.

16. Title and Risk Loss.

Full risk of loss including transportation delays and losses shall pass to Buyer upon delivery of equipment and/or materials to the F.O.B. point. Title to and the right to possess each item of equipment are and shall remain vested in Seller until the Buyer pays the entire purchase price. In the event the Buyer does not promptly pay any monies due to Seller, or in the event the Buyer's credit or financial responsibility becomes impaired or unsatisfactory (as the Seller may reasonably determine), or in the event the Buyer fails to perform any condition or obligation of this contract, then the Seller may, at its election, demand immediate payment in cash before making delivery, or suspend delivery until receiving adequate assurance that it will be paid, in each event without notice and without any liability whatsoever to the Buyer. The Buyer shall maintain term fire, theft and other casualty insurance including vandalism during the installation in amounts necessary to cover any losses resulting to the Seller for any losses or damage at the job site to Seller's construction equipment or the equipment to be installed pursuant to this contract, except for such loss or damage which is caused by the Seller's employees or agents. It is specifically understood that the Buyer shall be responsible for any such loss or damage which is not caused by the Seller, its employees or agents.

17. Taxes.

No Federal, State or local taxes are included in this contract unless specifically so stated, and will be extra if applicable.

18. Governing Law/ Jurisdiction.

This contract and the dealings between the Buyer and Seller are governed by the law of the State of Colorado, without regard to its conflict of law principles. Exclusive jurisdiction and venue for any action to enforce or interpret any of the terms of this contract, or to litigate any claim arising from the dealings of the Buyer and Seller, shall be in the state district court for the City and County of Denver, State of Colorado.

19. Waiver of Jury Trial.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER AND SELLER HERBY MUTUALLY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO A TRIAL BY JURY, AND AGREE THAT ANY DISPUTE SHALL BE TRIED TO A JUDGE.

20. Errors.

Stenographic, clerical, typographical and mathematical errors made by Seller on quotations, acknowledgements or invoices are subject to correction.

21. Pollution Clause.

This contract does not include the cost of removal, hauling or disposal of polluted or contaminated soil or materials unless specifically stated in the contract.

**LEASE AGREEMENT BETWEEN LOGAN COUNTY and
LOGAN COUNTY ECONOMIC DEVELOPMENT CORPORATION**

This Agreement is made and entered into effective the 1st day of January, 2022, between Logan County, by and through its Board of County Commissioners, 315 Main Street, Suite 2, Sterling, CO 80751 (hereinafter referred to as "Landlord") and Logan County Economic Development Corporation, 160 College Ave. – NJC Walker Hall, Sterling, CO 80751 (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord owns real property commonly known as the Logan County Courthouse Annex located in the Courthouse Square at 315 Main Street, Sterling, Colorado; and

WHEREAS, Logan County desires to make certain portions of the Courthouse Annex facility available for the Tenant to use for the provision of community co-working space; and

WHEREAS, Tenant is desirous of utilizing a portion of the facility pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and covenants stated herein, including the rental amount, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

**ARTICLE I
Leased Premises**

Landlord hereby leases to Tenant, and Tenant hereby rents from the Landlord, the "Leased Premises", described as: (1) approximately 4,177 square feet of office area located on the ground floor of the Logan County Courthouse Annex, to include areas of the former corrections office space accessed from the west side main entrance off of 4th Street, the former kitchen facilities, the main entrance accessed from the Courthouse parking lot on the east side of the Courthouse Annex facility, and all interior offices and storage space lying north of the above-described entrances and ending at the north entrance of the Annex structure; and (2) approximately 4,177 square feet on the second floor consisting of the former jail cell areas; and (3) the former exterior jail recreation area. A diagram of the Leased Premises is attached hereto as Exhibit A.

**ARTICLE II
Term**

The term of this Lease is for three (3) years commencing effective January 1, 2022 and ending December 31, 2024, unless terminated earlier as specified herein. This lease will be reviewed approximately six months prior to the expiration of the current term and may be renewed with identical or modified terms if mutually agreed by the Landlord and Tenant.

ARTICLE III

Rent

Tenant agrees to pay Landlord a fixed amount of One Dollar (\$1.00) per year as the annual rental amount for the term of this Agreement.

ARTICLE IV

Utilities

1. Landlord shall pay natural gas, electric, water, sewer, and trash disposal utilities as expenses are incurred and billed by the service providers for the Courthouse Annex Building. From and after the effective date of this Lease Agreement, Tenant shall reimburse the Landlord on a quarterly basis the costs for natural gas and electrical utilities provided for the Leased Premises during the term of this Lease, prorated on the basis of the square footage of the Leased Premises in relation to the square footage of the entire Annex Building (or, in the case of natural gas services, prorated on the basis of the square footage of the Lease Premises in relation to the square footage of the Annex Building and Courthouse, combined). It is mutually agreed that such prorations result in the Tenant reimbursing Landlord 20.84% of the natural gas service charges for the Annex Building and Courthouse combined (as these two buildings utilize a single meter), and 59.88% of the electrical services provided for the Annex Building. Tenant shall make such reimbursement to Landlord within thirty (30) days of receiving an itemized statement from Landlord.
2. Tenant shall, at its sole expense, pay for all telephone (including the telephone line for the elevator), internet and office cleaning services for the Leased Premises.
3. With regard to all utilities, it is mutually agreed that Landlord shall not be liable in damages or otherwise for any interruption or failure thereof.
4. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utilities facility or in any way increase the amount of utilities usually furnished or supplied for use of the Leased Premises as office space. Unless otherwise agreed, if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with the plans and specification which have been received prior to written approval by Landlord.

ARTICLE V

Prohibited Uses

Tenant will not use, occupy, or permit the Leased Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purposes deemed by Landlord to be hazardous, nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions,

ordinance, or regulations of the United States of America, State of Colorado, County of Logan or other municipal, governmental, or lawful authority whatsoever having jurisdiction.

ARTICLE VI

Repairs, Alterations and Improvements

1. Landlord shall keep the Leased Premises, including structural portions, in good order, condition and repair.
2. All reasonable alterations, improvements, and/or additions to the Leased Premises will only be done at Tenant's expense after obtaining Landlord's written consent.
3. Unless otherwise agreed to by Landlord, all alterations, improvements, partition, flooring, carpeting or fixtures, including but not limited to light fixtures, electrical fixtures, and plumbing fixtures, and other changes to the Leased Premises which may be made or installed by either of the parties hereto and which in any manner are attached to the floors, walls, windows, or ceilings are to become, at the option of Landlord, the property of Landlord upon the termination of this Agreement, however such termination shall occur, and shall remain upon and be surrendered with the Leased Premises without reimbursement by Landlord to Tenant for the cost of any such alterations, improvements or changes. If Landlord elects that any of the alterations, improvement or changes be removed by Tenant upon termination of this Agreement, Tenant shall remove the same prior to the termination hereof and shall repair any damages caused by such removal.
4. Landlord shall permit Tenant to install telecommunications network equipment, at Tenant's sole cost or with grant funds awarded by the Certified Small Business Community grant program, as determined necessary by Tenant for optimal use of the Leased Premises, so long as such telecommunications network does not interfere with the Landlord's own telecommunications network functions or its security. Any telecommunications network installations installed by Tenant shall remain the property of Tenant and may be removed by Tenant at the termination of this Lease.

ARTICLE VII

Assignment and Subletting

Tenant shall not assign this Agreement or any interest herein, or permit the use of the Leased Premises by any person or persons other than Tenant, or sublet the Premises in whole or in part without Landlord's prior written consent which may be withheld at Landlord's sole discretion. It is mutually understood by the Landlord and Tenant that the Leased Premises may be accessed by public users of the co-working space, as determined and managed by the Tenant. The Landlord shall have no responsibility for the operation, programming or management of the co-working space. Tenant shall manage the use of the co-working space in a manner that does not materially interfere with any of Landlord's government functions or cause damage to the Courthouse Annex Building or compromise its security.

ARTICLE VIII

Access to Premises

Landlord and Landlord's authorized representative shall have the right to enter upon the Leased Premises at all reasonable hours (and in emergencies, at all times) to inspect the same, to make repairs, additions or alteration to the structural components of the Leased Premises, and for any lawful purpose. Landlord agrees to provide Tenant with reasonable notice whenever Landlord deems necessary to enter upon the Premises.

ARTICLE IX

Insurance

Tenant shall obtain and maintain in full force during the term of this lease, and at its sole expense, a policy of comprehensive commercial general liability and property insurance for the benefit of its members and Landlord, which will cover Tenant and Landlord against liability for injury to persons and/or property, and the death of any person or persons occurring in or about the Leased Premises. The liability under such insurance shall not be less than \$1,000,000 for any one occurrence and not less than \$500,000 for any one person injured or killed, and not less than \$100,000 for property damage. The policy shall name as insured parties the Tenant and Landlord and any other persons, firms or corporations designated by Landlord. The policy shall be in a form and issued by an insurer satisfactory to the Landlord and a certificate of insurance shall be provided to the Landlord prior to Tenant's occupancy of the Leased Premises.

ARTICLE X

Indemnification

Tenant acknowledges that it uses the Leased Premises at its own risk. Tenant hereby releases the Landlord from liability for any costs, losses or damages of any nature whatsoever which the Tenant may suffer as a result of its use of the Leased Premises, except for the willful misconduct of the Landlord. Additionally, Tenant will indemnify and save Landlord harmless from and against any and all liability for any costs, losses or damages of any nature whatsoever suffered or alleged to be suffered by any third party (including Tenant's members, directors, officers, employees and agents) as a result of Tenant's use of the Leased Premises. If the Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall fully protect and hold Landlord harmless and pay all costs, expenses, and reasonable attorney fees, incurred or paid by Landlord in connection with such litigation, to the extent allowed by law.

ARTICLE XI

Default

Delinquency by Tenant in the performance of or compliance with any of the obligations of Tenant contained in this Agreement, for a period of ten (10) days after written notice thereof from Landlord, shall constitute a default of this Agreement by Tenant.

ARTICLE XII

Termination

1. This Agreement may be terminated upon the occurrence of any of the following:
 - a. Default of the Tenant in performance of its obligations hereunder;
 - b. Written notification by either party that this Agreement will terminate for any reason whatsoever, with or without cause, specifying the date of termination. Said termination date shall be no sooner than ninety (90) days from the date of notification.
2. Upon the conclusion of this Agreement pursuant to this Article or pursuant to expiration of the stated term, Tenant shall peacefully surrender the Leased Premises to Landlord, and Landlord, upon or at any time after any such expiration, may, without further notice, peaceably reenter the Leased Premises and take control of the same.
3. No such termination of this Agreement shall relieve Tenant's liability and obligation under this Agreement.

ARTICLE XIII

Waiver

One or more waivers or any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by Landlord.

ARTICLE XIV

Hold Over

Tenant acknowledges that the term of this Agreement expires on December 31, 2024 and agrees to negotiate renewal of this lease with the Landlord prior to that date. However, if Tenant should remain in possession of the premises after the expiration of this Agreement term for whatever reason and without executing a new Agreement, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligation of this Agreement insofar as the same are applicable to a month to month tenancy.

ARTICLE XV

Notices

1. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested,

to the party to be notified at the following address or at such other address as either part may from time to time designate in writing.

Landlord:

Logan County
Attn: BOCC Chairman
315 Main St., Ste. 2
Sterling, CO 80751

Tenant:

Logan County Economic
Development Corporation
P.O Box 72
160 College Avenue -- NJC Walker Hall
Sterling, CO 80751

2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contain herein shall be construed to preclude personal services of any notice in the manner prescribed for personal service as a summons or other legal process.

ARTICLE XVI

Entire Agreement, Amendments

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written statements, understandings or correspondences, if any, with respect thereto. This Agreement may be amended only by one or more Amendments executed in the same manner as this Agreement

ARTICLE XVII

Miscellaneous Provisions

1. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
2. This Agreement and all agreements herein contained shall bind the parties hereto and their heirs, personal representatives, successors and assigns.
3. This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties stipulate and consent to the exclusive jurisdiction and venue of the District Court, Logan County, Colorado, in any civil action which might arise under this agreement.
4. The signatories below hereby represent and warrant that they have full authority to enter into this Agreement on behalf of the respective corporations.
5. The Tenant for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that no person on the sole ground of race, color, religion, national origin, gender, age, military status, marital status, or physical or mental disability shall be excluded from participation, denied the benefits of, or otherwise be subjected to discrimination in the use of the Leased Premises.

6. No agent, employee, director, officer or volunteer of the Tenant shall be deemed an agent, employee, director, officer or volunteer of the Landlord. Likewise, no agent, employee, director, officer or volunteer of the Landlord shall be deemed an agent, employee, director, officer or volunteer of the Tenant.
7. Tenant acknowledges that the Leased Premises is not secure from entry by users of other space in the Courthouse Annex Building, and further acknowledges that the Landlord will continue to utilize all other portions of the Courthouse Annex Building as desired by the Landlord. In addition, Landlord shall have full access to the Leased Premises as deemed necessary by the Landlord for maintenance, inspections and repairs.

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

LANDLORD:

COUNTY of LOGAN, STATE of COLORADO

By and Through its Board of County Commissioners

BY: _____
Byron H. Pelton, Chairman

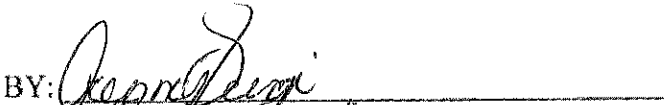
TENANT:

LOGAN COUNTY ECONOMIC DEVELOPMENT
CORPORATION

BY: 

Name: THOMAS E. KIE

Title: President

BY: 

Name: Penny Segi

Title: Secretary

NOTES & INFORMATION

1. General Information:
This document contains information regarding the activities of the [Organization Name] during the period of [Date Range]. The information is classified as [Classification] and is intended for the use of [Audience].

2. Objectives:
The primary objectives of the [Organization Name] are to [List Objectives].

3. Methods:
The [Organization Name] employs the following methods to achieve its objectives: [List Methods].

4. Results:
The results of the [Organization Name] activities are as follows: [List Results].

5. Conclusions:
Based on the information presented, the following conclusions can be drawn: [List Conclusions].

6. Recommendations:
The following recommendations are made for the future: [List Recommendations].

7. Appendix:
The following documents are included as an appendix: [List Documents].

8. References:
The following references are cited in this document: [List References].

9. Acknowledgments:
The [Organization Name] wishes to acknowledge the following individuals and organizations for their support: [List Acknowledgments].

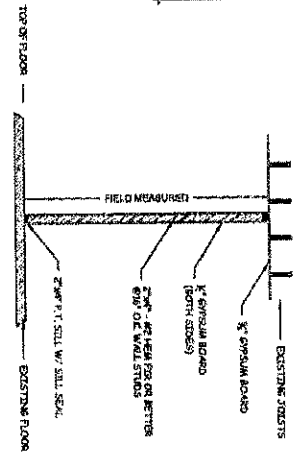
10. Contact Information:
For more information, please contact [Contact Information].



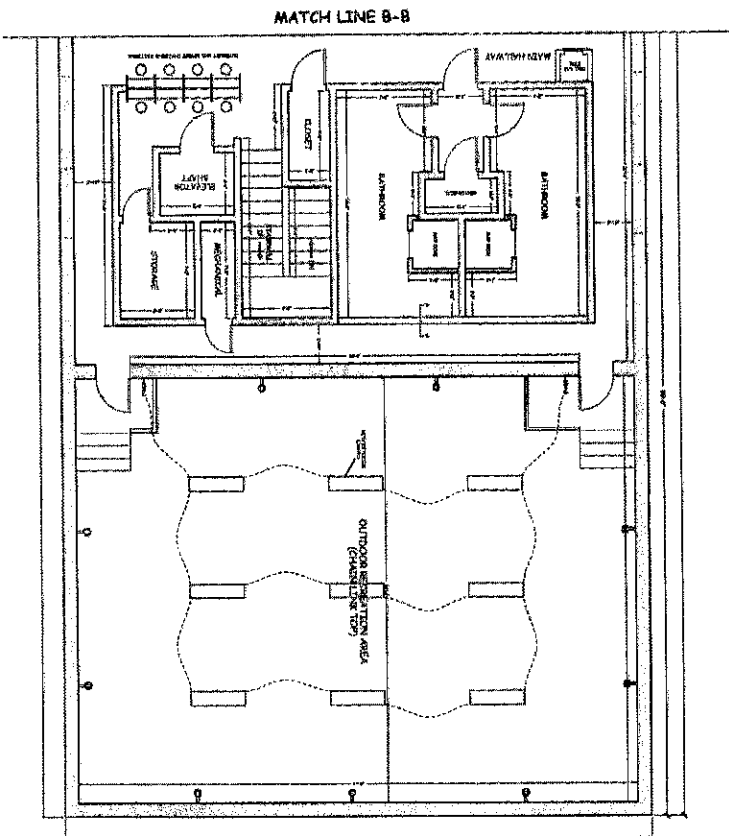
A-3	SHEET #	SCALE	DATE	SHEET TITLE	McCracken Design Group 11078 County Road 370 Sterling, CO 80751 970.520.7000	PROJECT NAME	LOWEN COUNTY ANNEX REMODEL 02	Sheet Revisions	
								6.10.2001 20' = 1"	01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497

NOTES & INFORMATION	
1.	ALL DIMENSIONS ARE IN FEET AND INCHES. FRACTIONS SHALL BE IN 16THS OF AN INCH. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.
2.	ALL WALLS ARE TO BE CONCRETE BLOCK. EXISTING WALLS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
3.	ALL FLOORS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING FLOORS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
4.	ALL ROOFS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING ROOFS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
5.	ALL CEILING ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING CEILING ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
6.	ALL DOORS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING DOORS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
7.	ALL WINDOWS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING WINDOWS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
8.	ALL STAIRS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING STAIRS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
9.	ALL ELEVATIONS ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING ELEVATIONS ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.
10.	ALL FINISHES ARE TO BE 4" THICK CONCRETE ON 8" THICK CMU WALLS. EXISTING FINISHES ARE TO BE REINFORCED WITH 4# BARS AT 16" ON CENTER.

2 WALL SECTION A-A
1/2" = 1'-0"



1 NEW FLOOR PLAN
1/2" = 1'-0"



SHEET TITLE: NEW FLOOR PLAN		PROJECT NAME: McCracken Design Group 11075 County Road 370 Sterling, CO 80751 970.520.7005		Sheet Revisions <table border="1"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>		1		2		3		4		5	
1															
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DATE: 8.10.2021		SCALE: 1/2" = 1'-0"		DRAWN BY: A-4											