



AGENDA

Logan County Board of Commissioners Logan County Courthouse, 315 Main Street, Sterling, Colorado Tuesday, March 16, 2021 - 9:30 a.m.

Call to Order Pledge of Allegiance Revisions to Agenda Consent Agenda

Approval of the Minutes of the March 2, 2021 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of February, 2021.

Acknowledge receipt of the Treasurer's Report for February, 2021.

Acknowledge receipt of the Sheriff's Fee Report for the month of February, 2021.

Acknowledge receipt of the Clerk and Recorder's Report for the month of February, 2021.

Unfinished Business New Business

The Board will open proposals for the pre-demolition asbestos abatement and removal for the building located at 16339 County Road 41 consisting of an office building with an apartment of approximately 1,488 square feet.

The Board will open bids for the purchase of a water conservation system and plumbing supplies for the Logan County Jail.

Consideration of the approval of Resolution 2021-8 concerning amendments to the Logan County IRC Section 125 Flexible Benefits Plan.

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

- Logan County Justice Center - \$9,702.00.
- Logan County Courthouse - \$2,543.00.
- Logan County Central Services Building - \$2,561.00.
- Logan County Heritage Center - \$1,088.00.

Consideration of the approval of a Consulting Services Agreement between Logan County and MGT of America Consulting, LLC to prepare a 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.

The Board will open a public hearing for consideration of the approval of Resolution 2021-9 for a Subdivision Exemption on behalf of Niyol Wind, LLC to create a 5.00-acre parcel from a

482-acre parcel in an Agricultural zone district located in the Southwest Quarter (SW1/4) of Section 34, Township 8 North, Range 50 West, of the Sixth Principal Meridian, Logan County, Colorado.

The Board will open a public hearing for consideration of the approval of Resolution 2021-10 for a Subdivision Exemption on behalf of the Elizabeth A. Sonnenberg Estate to create a 33.24-acre parcel from a 637-acre parcel in an Agricultural zone district located in the Northeast Quarter (NE1/4) of Section 17, Township 8 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado.

The Board will open a public hearing for consideration of the approval of Resolution 2021-11 for a Subdivision Exemption on behalf of Chris A. Fritzler and Rebecca Fritzler to create a 10.0-acre parcel from a 169-acre parcel in an Agricultural zone district Northeast Quarter (NE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, March 30, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

March 2, 2021

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

Byron Pelton	Chairman
Jane Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Jerry Casebolt	Emergency Management
Rob Quint	Logan County Planning and Zoning
Byron Nelson	Resolution 2021-6
Chandra Nelson	Resolution 2021-6
Vernon Pottas	Resolution 2021-6
Marianne Pottas	Resolution 2021-6
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman Pelton asked if there were any revisions for the agenda. Commissioner McBride added Resolution 2021-7 Recognizing Logan County Cattlemen and other Livestock Producers to the agenda. Commissioner Bauder seconded the motion carried 3-0.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the February 16, 2021 meeting.
- Acknowledge the receipt of the Veteran's Service Officer's Report and Certification of Pay form for the month of February, 2021.
- Approval of an application for renewal of a Fermented Malt Beverage License on behalf of LMR Oil, LLC for the Atwood Sinclair at 4513 Highway 63, Atwood, CO 80722.

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

Chairman Pelton continued with New Business:

Chairman Pelton opened a public hearing for the consideration of the approval of an application or a Special Events Liquor License submitted by the Community Foundation of Northern Colorado for an event to be held at the Logan County Fairgrounds on September 25, 2021.

- John Chapdelaine from Community Foundation of Northern Colorado addressed the board in favor of the Special Events Liquor License.

Chairman Pelton hearing no additional comments, closed the public hearing.

Commissioner Bauder moved to approve an application for a Special Events Liquor License submitted by the Community Foundation of Northern Colorado for an event to be held at the Logan County Fairgrounds on September 25, 2021. Commissioner McBride seconded and the motion carried 3-0.

Chairman Pelton opened a public hearing for Resolution No. 2021-6 granting a Special Use Permit on behalf of Vernon and Marianne Pottas doing business as Ranch To Bowl, LLC to manufacture and distribute dog treats on property described as a tract of land located in Southeast Quarter (SE1/4) of Section 2, Township 11 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Also known as 35361 County Road 35, Peetz, Colorado 80747.

- Vernon Pottas addressed the board explaining the operation and answering questions of the board.
- Bryon Nelson addressed the board with concerns of waste products, difference between this and preparation of dog food and where the making process was located.
- Vernon Pottas answered Mr. Nelsons concerns.

Chairman Pelton hearing no additional comments, closed the public hearing.

Commissioner McBride moved to approve Resolution No. 2021-6. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Pauley Construction and issuance of Right of Way Permit #2021-5 for use of the County's Right of Way along County Roads 4 and 25 for a 2" conduit duct and fiber optic cable. Commissioner McBride seconded and the motion carried 3-0.

Chairmen Pelton read aloud Resolution 2021-7 recognizing the many past and current contributions of Logan County cattlemen and other livestock producers and supporting the local ranching industry. Commissioner McBride moved to approve Resolution 2021-7. Commissioner Bauder seconded and the motion carried 3-0.

The next meeting will be scheduled for Tuesday, March 16, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned.

Submitted by:


Logan County Clerk & Recorder

Approved: March 16, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR FEBRUARY 2021		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	326.4	@ \$23.17	\$7,562.69
City of Sterling Dump Trucks	CL	123.28	@ \$23.17	\$2,856.40
General Public		19.44	@ \$23.17	\$450.42
Commercial (Packers & Roll Offs)	C	655.22	@ \$23.17	\$15,181.45
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	416.14	@ \$36.17	\$15,051.78
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	73.53	@ \$46.34	\$3,407.38
Industrial Waste Out of County	IDOC	0.9	@ \$72.34	\$65.11
Rural Free Certificates	NC	53.06	NC	
All County Vehicles	NCC	14.94	NC	
TOTAL TONS		1682.91		
\$10.00 MINIMUM DIFFERENTIAL				\$224.85
\$20.00 MINIMUM DIFFERENTIAL				\$0.01
E-Waste Recycling		9 ITEMS		\$54.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		23	@ \$5.00	\$115.00
Truck Tires (CHG)		1	@ \$8.00	\$8.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		2	NC	
Appliances (CHG)		5	@ \$5.00	\$25.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		573		
TOTAL OC & IDOC				\$3,472.50
TOTAL IN COUNTY				\$41,529.59
GRAND TOTAL				\$45,002.09

SIGNED BY: Pam Jordig
DATE: March 1, 2021

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Feb. -21	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	178.16	262.78	\$4,558.38
CHARGE	1055.07	1059.1	\$29,939.27
CITY OF STERLING	449.68	451.46	\$10,504.44
TOTAL	1682.91	\$1,773.34	\$45,002.09
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	1682.91		

SIGNED BY: *Pam Jendig*
 DATE: *March 1, 2021*

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
FEBRUARY 2021

COUNTY FUNDS	1/31/21 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	2/28/21 BALANCE
COUNTY GENERAL	\$ 9,089,088.97	\$ 1,094,832.16	\$ 81,796.58	\$ 1,420,029.91	\$ -	\$ (1,200,585.44)	\$ (30,864.91)	\$ 10,454,297.27
ROAD & BRIDGE	\$ 3,764,317.21	\$ 267,121.81	\$ 23,417.28	\$ 991,243.36	\$ -	\$ (317,838.09)	\$ (19,583.19)	\$ 4,708,678.38
CONTINGENT	\$ 656,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,999.55
CAPITAL EXPENDITURES	\$ 470,738.60	\$ 26,153.47	\$ 1,951.45	\$ 32,790.92	\$ -	\$ (61,171.56)	\$ (523.07)	\$ 469,939.81
JUSTICE CENTER	\$ 884,656.47	\$ -	\$ -	\$ 33.17	\$ -	\$ -	\$ -	\$ 884,689.64
TELEVISION FUND	\$ 117,843.64	\$ 7,836.39	\$ 585.42	\$ -	\$ -	\$ (2,093.39)	\$ (156.73)	\$ 124,015.33
PEST CONTROL	\$ 265,913.41	\$ 23,676.48	\$ 1,536.16	\$ 1,890.71	\$ -	\$ (13,919.53)	\$ (473.52)	\$ 278,623.71
LODGING TAX	\$ 182,651.10	\$ -	\$ -	\$ 6,020.31	\$ -	\$ (6,778.07)	\$ -	\$ 181,893.34
SOLID WASTE	\$ 2,015,737.79	\$ 0.37	\$ -	\$ 69,743.36	\$ -	\$ (34,573.12)	\$ (0.01)	\$ 2,050,908.39
SOLID WASTE CLOSURE	\$ 514,072.65	\$ -	\$ -	\$ 2,759.57	\$ -	\$ -	\$ -	\$ 516,832.22
CONSERVATION TRUST	\$ 269,548.74	\$ -	\$ -	\$ 22.56	\$ -	\$ -	\$ -	\$ 269,571.30
FAIR FUND	\$ 152,456.77	\$ -	\$ -	\$ 5,000.00	\$ -	\$ (2,833.84)	\$ -	\$ 154,622.93
CAPITAL IMPROVEMENT	\$ 1,858,644.01	\$ -	\$ -	\$ 896,968.95	\$ -	\$ (24,021.65)	\$ (17,936.52)	\$ 2,713,654.79
AMBULANCE FUND	\$ 297,551.28	\$ -	\$ -	\$ 78,920.97	\$ -	\$ (81,638.85)	\$ -	\$ 294,833.40
% TAX COLLECTED TO DATE								19.24%
TOTALS	\$ 20,540,220.19	\$ 1,419,620.68	\$ 109,286.89	\$ 3,505,423.79	\$ -	\$ (1,745,453.54)	\$ (69,537.95)	\$ 23,759,560.06

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$4,177,846.63 for the month of FEBRUARY 2021 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of FEBRUARY 2021 is \$87,904.06 which includes fees for the County and all taxing authorities.



Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 3rd day of MARCH 2021, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 23, 2021


Notary Public

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



emailed to
Jennifer
03.04.2021
@ 1:22 pm
(8)

CIVIL PAYMENTS						
Feb-21						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
2/10/2021	796	635701	2021-63	\$ 35.00	\$ 15.00	\$ 20.00
2/10/2021	797	4337	2021-60	\$ 45.00	\$ 10.00	\$ 35.00
2/16/2021	798	635735	2021-62	\$ 35.00	\$ 15.00	\$ 20.00
2/16/2021	799	45959	2021-65	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 95.00

CIVIL PAYMENTS CREDIT CARDS					
Feb-21					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
2/5/2021		2021-53	\$ 40.00		\$ 40.00
2/8/2021		2021-54	\$ 80.00		\$ 80.00
2/11/2021		2021-58	\$ 12.50		\$ 12.50
2/18/2021		2021-64	\$ 35.00		\$ 35.00
2/18/2021		2021-69	\$ 35.00		\$ 35.00
2/18/2021		2021-68	\$ 40.00		\$ 40.00
2/24/2021		2021-74	\$ 35.00		\$ 35.00
3/2/2021		2021-94	\$ 35.00		\$ 35.00
				Total Owed to County	\$ 312.50

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Feb-21					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
2/2/2021			\$ 50.00		\$ 50.00
2/9/2021			\$ 20.00		\$ 20.00
2/11/2021			\$ 42.00		\$ 42.00
2/22/2021			\$ 12.00		\$ 12.00
2/24/2021			\$ 12.00		\$ 12.00
2/25/2021			\$ 46.00		\$ 46.00
3/2/2021			\$ 12.00		\$ 12.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
				Total Owed to County	\$ 194.00

CHP CREDIT CARDS			
Feb-21			
Date		Amount	Amount Owed to County
2/1/2021		\$ 63.00	\$ 63.00
2/1/2021		\$ 63.00	\$ 63.00
2/1/2021		\$ 152.50	\$ 152.50
2/1/2021		\$ 152.50	\$ 152.50
2/2/2021		\$ 152.50	\$ 152.50
2/5/2021		\$ 152.50	\$ 152.50
2/5/2021		\$ 152.50	\$ 152.50
2/5/2021		\$ 63.00	\$ 63.00
2/5/2021		\$ 63.00	\$ 63.00
2/8/2021		\$ 63.00	\$ 63.00
2/9/2021		\$ 152.50	\$ 152.50
2/9/2021		\$ 63.00	\$ 63.00
2/9/2021		\$ 152.50	\$ 152.50
2/11/2021		\$ 152.50	\$ 152.50
2/11/2021		\$ 152.50	\$ 152.50
2/11/2021		\$ 63.00	\$ 63.00
2/16/2021		\$ 152.50	\$ 152.50
2/17/2021		\$ 152.50	\$ 152.50
2/19/2021		\$ 152.50	\$ 152.50
2/22/2021		\$ 63.00	\$ 63.00
2/23/2021		\$ 152.50	\$ 152.50
2/24/2021		\$ 63.00	\$ 63.00
2/24/2021		\$ 152.50	\$ 152.50
2/25/2021		\$ 63.00	\$ 63.00
2/25/2021		\$ 152.50	\$ 152.50
2/26/2021		\$ 63.00	\$ 63.00
2/26/2021		\$ 63.00	\$ 63.00
2/26/2021		\$ 63.00	\$ 63.00
2/26/2021		\$ 152.50	\$ 152.50
2/26/2021		\$ 152.50	\$ 152.50
2/26/2021		\$ 152.50	\$ 152.50
3/1/2021		\$ 52.50	\$ 52.50
		Total Owed to County	\$ 3,679.50

CIVIL CHECKS \$ 95.00
 CIVIL CREDIT CARDS \$ 312.50
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 194.00
 CHP CREDIT CARDS \$ 3,679.50
TOTAL PAID TO GENERAL FUND \$ 4,281.00 Check#801
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 150.00

Clerk Fees Collected 2021

February

	<u>2020</u>	<u>2021</u>	
<u>Recording Fees Retained</u>	12,900.16	16,568.80	
<u>Motor Vehicle Fees Retained</u>	264,170.28	344,543.73	
Total \$	277,070.44	\$ 361,112.53	\$84,042.09
<u>Fees & Taxes Distributed</u>			
State of Colorado	222,775.31	212,973.64	
City of Sterling	37,712.72	30,034.30	
Town of Fleming	697.00	649.56	
Total \$	261,185.03	\$ 243,657.50	\$17,527.53
Fees Retained Year to Date		\$686,660.86	



REQUEST FOR PROPOSALS

The Board of County Commissioners of Logan County is seeking proposals from qualified contractors for the pre-demolition asbestos abatement and removal for the building located at 16339 County Road 41 consisting of an office building with an apartment of approximately 1488 square feet.

County staff will provide access to the structure between 10:00 am and 11:30 a.m. March 3, 2021. This will be the only opportunity to access the structure.

With respect to asbestos abatement: only provide pricing to abate those materials that are required under law to facilitate the proper removal and disposal of asbestos from the structure in a licensed landfill which accepts asbestos materials.

Contractor must be familiar with the requirements and understand what can be excluded and what must be included in the abatement of the asbestos.

Proposals will be received until March 16, 2021 at 9:30 A.M. Mountain Time at which time they will be opened and publicly read.

Individuals or firms responding shall have proper credentials, certifications, and licenses required by the state and Federal Governments.

The contractor shall provide all labor and materials for Asbestos Abatement and Removal in accordance with the Scope of Work identified in an Asbestos Inspection with recommendation provided to the County by Grahm Catastrophe Restoration. The Scope of Work may be obtained by contacting the Logan County Commissioners Office, 315 Main Street, Sterling, Colorado. (970) 522-0888. Or e-mail jcrow@logancountyco.gov.

The County reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any item or a combination of items, when to do so would be to the advantage of the County or its taxpayers. It is further within the right of the County to reject proposals that do not contain all elements and information requested in this document.

**Request for Proposals
Sunset Memorial Gardens Building
Pre-demolition Asbestos Abatement and Removal**

The Board of County Commissioners of Logan County Colorado (the County) are seeking qualified contractors to provide the pre-demolition asbestos abatement and removal for the building located at 16339 County Road 41 consisting of an office building with an apartment of approximately 1488 square feet. RFPs will be received until March 16, 2021 at 9:30 A.M. Mountain Time at which time they will be opened and publicly read.

The objective is to identify qualified asbestos abatement contractors at the most competitive rates. The priorities of the County are safety, fees and service. We invite your business to submit a proposal for consideration. Individuals or firms shall have proper credentials, certifications, and licenses required by Logan County, State, and Federal Government.

SCOPE OF WORK

The contractor shall provide all labor and materials for Asbestos Abatement and Removal in accordance with the Scope of Work identified in an Asbestos Inspection with recommendation provided to the County by Graham Catastrophe Restoration and attached as Appendix A. The selected contractor shall remove AND DISPOSE OF IN A LANDFILL THAT ACCEPTS THE WASTE all asbestos containing material and hazardous materials per Federal and State guidelines, as indicated in the inspection report.

In addition to the required information specified in Appendix A, all firms or individuals responding to this Bid must submit complete responses to the information requested in this section, and must note any exceptions to any information contained in the Bid. The RFP will be evaluated based upon the requested criteria and be awarded to the lowest responsible bidder. The RFP should present information in a clear and concise manner, following the format indicated below.

Responses to this section shall be typewritten in a font not smaller than 11 point and may be printed on standard 8½" x 11" paper. There is no limit to pages submitted for complete response to this section:

Statement of Qualifications:

1. Contractor shall supply all company contact information, current State of Colorado License(s), staffing, certifications, copy of current liability insurance, along with contractors qualifications and ability to successfully provide the services requested.
2. Name, telephone number, address, e-mail and fax number of the individual designated to receive all official correspondence relating to the project.

3. Describe the contractor's qualifications and ability to successfully provide the services requested, including a description of prior experience.
4. Provide a copy of the State of Colorado license for the company.
5. Provide certified copies of the Articles of Incorporation or Articles of Organization of the company, if applicable.
6. Provide current Good Standing Certificate for the company, if applicable.
7. Provide a listing of employees that will be responsible for the project. Include a brief resume and proof of appropriate training and relevant certificates and licenses for each.
8. Provide proof of insurance as required.
9. Provide contact names and telephone numbers for at least three (3) individuals, municipalities, or companies for which you have contracted similar work in the past year.
10. Provide a detailed description of any litigation resulting from use of the company's services.
11. Provide a statement on when you may be able to begin the desired service.
12. Provide a statement on the notification time necessary to begin execution of the desired services.
13. Provide a bid performance bond per County requirements.

The County reserves the right to validate proposer's qualifications, capability to perform, availability, past performance record, and to verify that the proposer is current in its obligations to the County. The County reserves the right to waive any informality in RFP, to accept any bid, and to reject any and all RFP, should it be deemed in the best interest of the County to do so.

The County reserves the right to request clarification of and/or solicit additional information of any proposer, and/or to negotiate with any proposer regarding any terms of their bid including, but not limited to; the cost and/or scope of services, with the intent to achieve the best bid that shall result in a contract that is deemed by the County to be in the County's best interests. Any such negotiations will use the selected bid as a basis to reach a final agreement, if possible. The County reserves the right to include in the contract for services other terms and conditions not specifically set forth herein.

PROPOSED FEE

The bidder shall provide a fee for the services requested in the attached "Asbestos Abatement Contract Bid". It is the County's intention to utilize the successful proposer's services as soon as awarded. All services shall be performed according to the Agreement, as well as the submitted bid.

AGREEMENT

Contract work on behalf of the County will be awarded to the lowest responsible bidder. This structure is vacant, and will be demolished under separate contract. The Agreement with the contractor will detail the payment procedures and documentation needed for the services rendered. The billing submitted by the contractor must provide a written description of the work completed and include any necessary justification as/if necessary, including but not limited to:

1. Contractor Certification of appropriate disposal of all Asbestos Containing Material along with copies of signed receipts from the approved permitted landfill operator or receipt of material at the permitted landfill.
2. A completed and appropriately signed invoice.
3. Waivers of Lien for all subcontractors.

Please submit two (2) single-sided originals of complete proposals in a sealed envelope inserted into a mailing envelope no later than March 16, 2021 at 9:30 A.M. Mountain Time to:

Board of Logan County Commissioners
315 Main
Sterling CO 80751

Proposals must be clearly marked "ASBESTOS ABATEMENT" on the outside of the mailing envelope. (Note: Electronic or faxed submissions will not be accepted.)

Late proposals will not be considered. It is the contractor's sole responsibility to ensure that their bid is physically delivered to The Board of Logan County Commissioner's Office prior to the time and date specified. Amendments to proposals will be considered only if they are received by the above deadline. The proposal must have the handwritten signature of an officer or employee having authority to bind the company to a contract by his or her signature. The County reserves the right to accept or reject any or all RFPs, either in part or in whole, to waive any formalities and to accept the Bid that is deemed by the County to be in the County's best interests.

BONDING REQUIREMENTS

You are required to provide a bid guarantee of 5% of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond or certified check accompanying a bid as assurance that the bidder will, upon acceptance of their submitted bid, execute such contractual documents as may be required with the time specified. The Bid Bond must be included with the bid.

COMPLIANCE REQUIREMENTS

The selected firm shall agree to indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against all claims, losses, costs or damages caused by its acts or those of its agents, or anyone for whom it may be responsible. The County disclaims any responsibility for injury to proposers, their agents, or to others while examining the work site or at any other time. With regard to asbestos abatement, the successful proposer shall agree to indemnify and hold the County harmless from any and all claims whatsoever arising out of, or occurring during, the performance of the services and occasioned directly or indirectly by its error or omission, negligence, or fault. Prior to the County entering into a contract, the successful proposer shall produce evidence satisfactory to the County of insurance coverage in types and amounts as defined by law and naming the County as an additional insured thereon. Abatement must comply with OSHA standards and must also adhere to the AHERA abatement protocol and be performed by a Colorado-accredited asbestos abatement contractor. All work performed by the contractor and subcontractors shall comply with the pertinent OSHA (as stated above), local, state, and federal government regulations. All work performed under this contract must comply with the State of Colorado Department of Public Health and Environment regulations for asbestos containing materials. This County is an Equal Opportunity Employer, and businesses owned by women or minorities are strongly encouraged to bid. Providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to employment because of such person's race, color, religion, national origin, ancestry, age, sex, or disability as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Colorado laws.

OFFER EXPIRATION DATE

Proposals in response to this RFP will be valid for 60 days from the proposal due date. The County reserves the right to ask for an extension of time if needed.

Bid Document

Bidding Contractor _____
Representative _____
Address _____
City _____ State _____ Zip _____
Office Phone Number _____
Fax Number _____
Cell Number _____
Email _____
Colorado License Number _____

Job Duties

The contractor will be required to furnish all labor, materials, employee training, services, insurance and equipment necessary to carry out the asbestos abatement and removal as needed to complete the specifications as set forth by the County. The contractor shall comply with laws and regulations set forth by regulatory agencies as required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The County expects that bidders will offer expertise on conformance of regulations applying to their services. The contractor must provide the County with copies of the landfill manifests that indicate that the debris was properly disposed of in an approved landfill.

\$ _____

Please note: The contractor will have a maximum of 30 days from the time the contract is pasigned to complete the project.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____



REQUEST FOR BIDS

The Logan County Commissioners Office is requesting bids from suppliers/vendors of water conservation systems and plumbing supplies for jails/detention centers for installation at the Logan County Justice Center.

Bids are requested for materials only to prevent leaks and conserve water in our jail/detention facility. Specifications and a list of requested parts are attached. For more information please call Chance Wright (970) 520-9919.

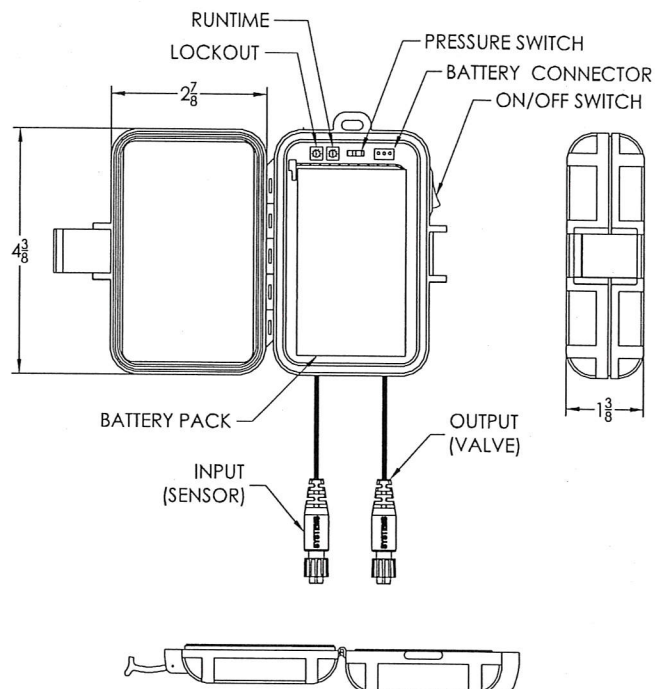
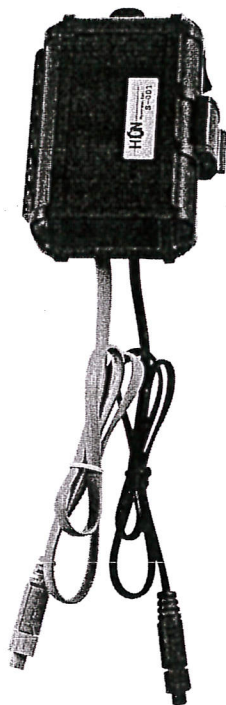
Bids are to be submitted in a sealed envelope containing the words "Water Conservation System Bid" on the outside envelope. Bids will be accepted at the Logan County Courthouse, 315 Main St, Sterling, Colorado 80751 until 5:00 p.m. on Friday, March 12, 2021 and will be opened Tuesday, March 16, 2021. Bids received after the deadline shall be considered to be non-responsive and will not be considered. The Logan County Commissioners Office reserves the right to accept or reject any or all bids and to accept the bid that is in the best interest of Logan County.



WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

NEXUS® Model 1 I/O DC Battery Powered Controller

CTR-X11.6-B-01 Series



► Description

9VDC standalone electronic controller used to control a single shower, watercloset, or lavatory valve. Potentiometers allow for field adjustable lockout and runtime.

► Program Type (choose one)

- ☐ One Cold
- ☐ One Flush
- ☒ One Hot
- ☐ One Shower

☐ Special Order - Please Contact Factory

Port # 1

- (C)
- (F)
- (H)
- (S)

► Timing Adjustment Option (choose one)

- ☒ Standard - Field Adjustable Lockout & Runtime
- ☐ Custom - Please Contact Factory

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

Specifications

- Water Resistant Enclosure
- Specifically designed for penal use and other vandal prone areas to conserve potable water consumption
- 2ft watertight leads for solenoid and sensor connection
- UL Listed (E308296) and independently tested
- Power switch on the exterior of the housing
- Standard or high pressure option switch
- 15+ years typical battery life at 17,500 uses per year*
(1 use every 20 min, 16 hours a day, 7 days a week)

*actual battery life depends on usage, operating conditions and storage conditions.

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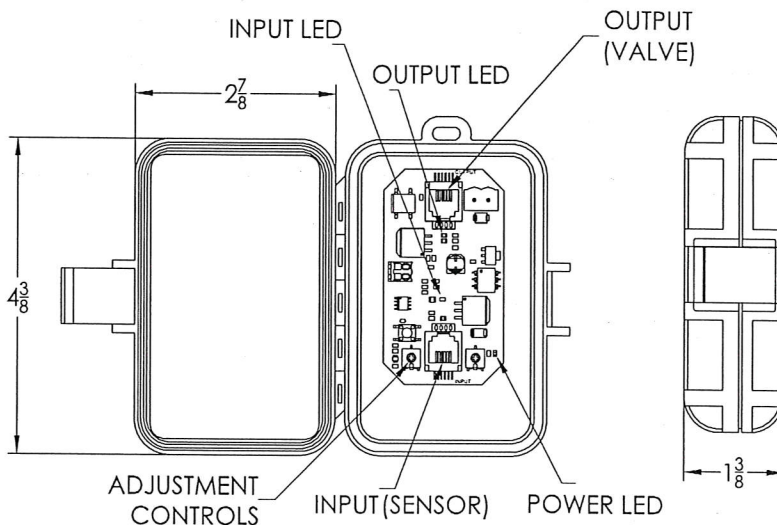
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NEXUS® Model 1 I/O AC Standalone Controller

CTR-X11.4-S-01 Series



► Description

24VAC standalone electronic controller used to control a single pre-tempered shower, watercloset, or lavatory valve.

► Program Type (choose one)

- ☐ One Cold
☒ One Flush
☐ One Hot
☒ One Shower

Port # 1
(C)
(F)
(H)
(S)

☐ Special Order - Please Contact Factory _____

► Timing Adjustment Option (choose one)


- ☒ Standard
☐ Custom Lockout Times (Waterclosets)
☐ Custom Run Times (Showers)
☐ Custom Lockout Times and Runtimes (WC & Shower)

Specifications

- Specifically designed for penal use and other vandal prone areas to conserve potable water consumption
- 24 VAC power with low power consumption
- Electrical telephone plug type connectors for sensor and solenoid
- Ability to be remotely located up to three hundred (300) feet from the associated fixtures
- UL Listed (E308296) and independently tested
- Adjustable program times without dip switches
- Amber power LED illuminates with power
- Green LEDs illuminate at each port to show the port is active
- Red LEDs indicate block times are in effect
- Power surge protection and voltage spike protection

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

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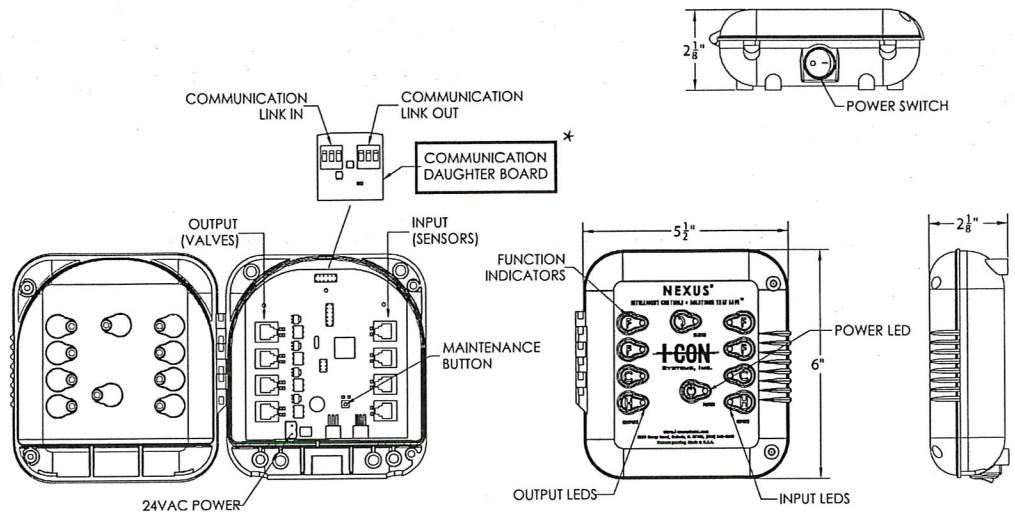
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

NEXUS® Model - 4 I/O AC Controller

CTR-X12-AC-04 Series



* Note: Communication Daughter Board is required for communicating controllers only.

► Description

Standalone or Communicating Four Input/Four Output Controller used to control up to Four buttons and valves. Multiple controllers can be networked and linked into an I-CON ENVISAGE® powered computer system. Adjust run-times and lockouts with a NEXUS® Time Adjuster or any ENVISAGE® product.

► 4 I/O Program Type (choose one)

- ☐ One Combie and One Shower
- ☒ One Combie and Flush
- ☐ Two Cold and Two Flush
- ☐ Four Showers
- ☐ Four Waterclosets
- ☒ Two Lavatories
- ☐ Special Order - Please Contact Factory

Port # 1234
(HCFS)
(HCFF)
(CCFF)
(SSSS)
(FFFF)
(HCHC)

Specifications

- New Water Resistant Enclosure
- Designed for penal use and other vandal prone areas to conserve potable water consumption
- 24 VAC power with low power consumption
- Electrical telephone plug type connectors for sensor and solenoid
- Ability to be remotely located up to three hundred (300) feet from the associated fixtures
- UL Listed (E308296) and independently tested
- Adjustable program times without dip switches
- Power switch on the exterior of the housing
- Amber power LED illuminates with power
- Green LEDs illuminate at each port to show the port is active
- Red LEDs indicate block times are in effect
- Power surge protection and voltage spike protection
- Nominal Current Draw: 90mA
- Current Draw per active port: 180 mA

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



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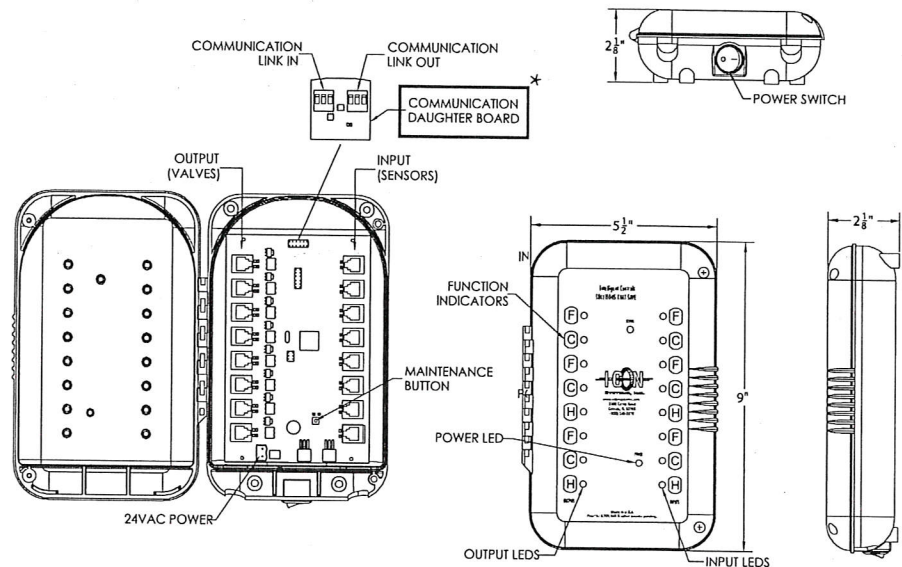
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

NEXUS® Model - 8 I/O AC Controller

CTR-X12-AC-08 Series



* Note: Communication Daughter Board is required for communicating controllers only.

Description

Standalone or Communicating Eight Input/Eight Output Controller used to control up to Eight buttons and valves. Multiple controllers can be networked and linked into an I-CON ENVISAGE® powered computer system.

8 I/O Program Type (choose one)

- ☐ Two Combies and Two Showers
- ☐ Two Combies and Two Flush
- ☐ Two Combies and Cold, Hot
- ☒ Two Combies and Flush, Hot
- ☐ Eight Showers
- ☐ Eight Waterclosets
- ☐ Four Lavatories
- ☐ Special Order - Please Contact Factory

Port # 12345678
(HCFHCFSS)
(HCFHCFFF)
(HCFHCFCH)
(HCFHCFHH)
(SSSSSSSS)
(FFFFFFF)
(HCHCHCHC)

Specifications

- New Water Resistant Enclosure
- Designed for penal use and other vandal prone areas to conserve potable water consumption
- 24 VAC power with low power consumption
- Electrical telephone plug type connectors for sensor and solenoid
- Ability to be remotely located up to three hundred (300) feet from the associated fixtures
- UL Listed (E308296) and independently tested
- Adjustable program times without dip switches
- Power switch on the exterior of the housing
- Amber power LED illuminates with power
- Green LEDs illuminate at each port to show the port is active
- Red LEDs indicate block times are in effect
- Power surge protection and voltage spike protection
- Nominal Current Draw: 90mA
- Current Draw per active port: 180 mA

Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

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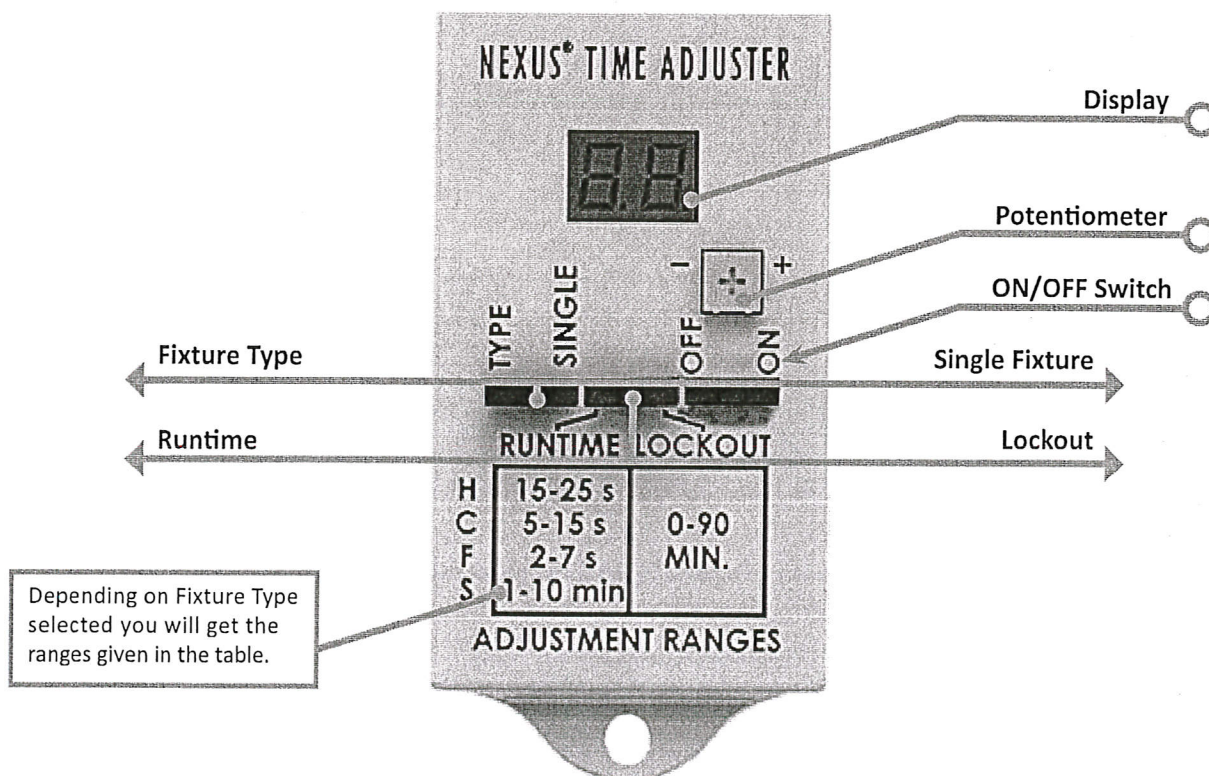
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By following the procedure below, the NEXUS[®] Time Adjuster allows for simple and convenient customization of the runtime and lockout time of any port on a NEXUS[®] Controller.

- Step 1** - Plug Time Adjuster onto the controllers' T-shaped pin-header. Select Port, "SP" is displayed.
- Step 2** - Use the RUNTIME/LOCKOUT switch to choose which you want to work with.
- Step 3** - Use the SINGLE/TYPE switch to choose whether you would like to work with a single port, or all ports of the same type.
- Step 4** - Select a port by triggering an input with a test button to display the **current** RUNTIME or LOCKOUT time.
- Step 5** - Trigger the same input a second time to display the **new** value for the selected port. Adjust potentiometer as desired. (Value not applied until **Step 6** is completed).
- Step 6** - Trigger the same input a third time to apply the value. Programming Complete, "PC" is displayed.

Note: Setting the potentiometer to "12:00" will select the factory default value.

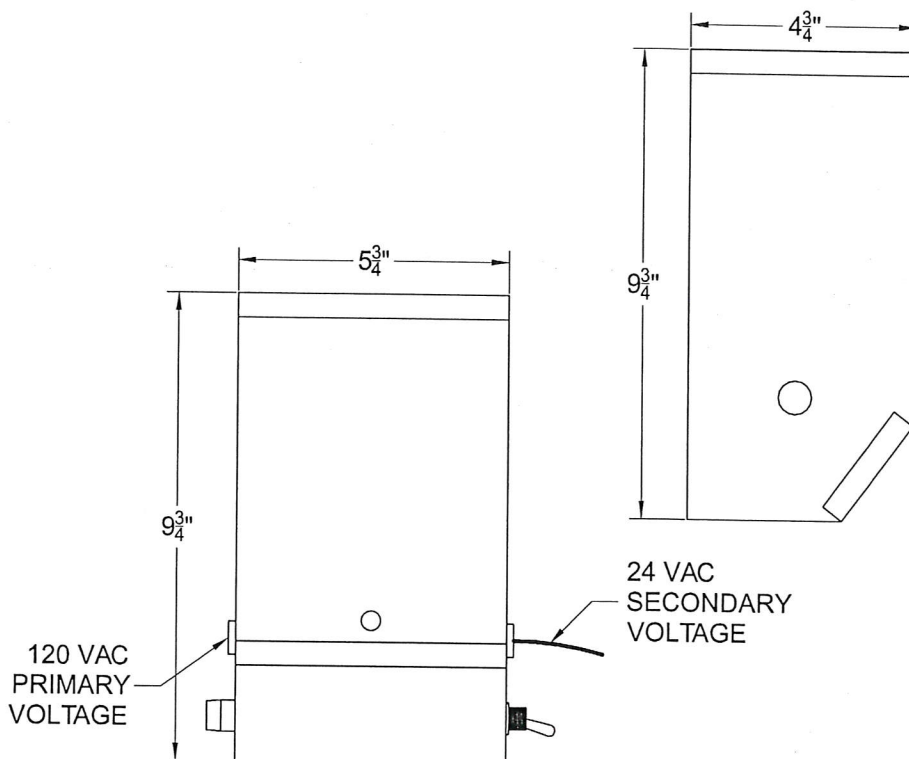
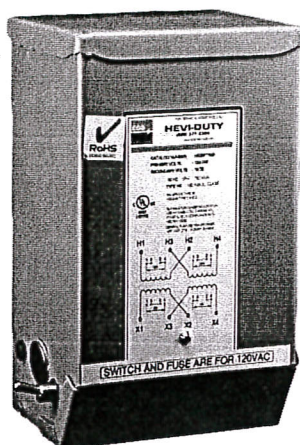




WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

Buck & Boost Transformer (24VAC)

TRS-BB-120V Series



► Description

The 120v Primary / 12/24v Secondary Buck & Boost Transformer Assembly is designed to provide power to multiple I-CON electronic plumbing controllers. The number of controllers the transformer can power varies by controller size and configuration.

► KVA Rating Options (choose one)

- ☒ 1.00KVA
- ☐ 0.75KVA
- ☐ 0.50KVA
- ☐ 0.10KVA

Specifications

- Primary Voltage 120VAC, 60Hz
- KVA Ratings Range 0.10-1.00
- Secondary Voltage 24VAC
- 1.00KVA Max. Secondary Amperage 41.6
- 0.75KVA Max. Secondary Amperage 31.2
- 0.50KVA Max. Secondary Amperage 20.8
- 0.10KVA Max. Secondary Amperage 4.16
- Box Dimensions 10" H x 6" W x 5" D

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



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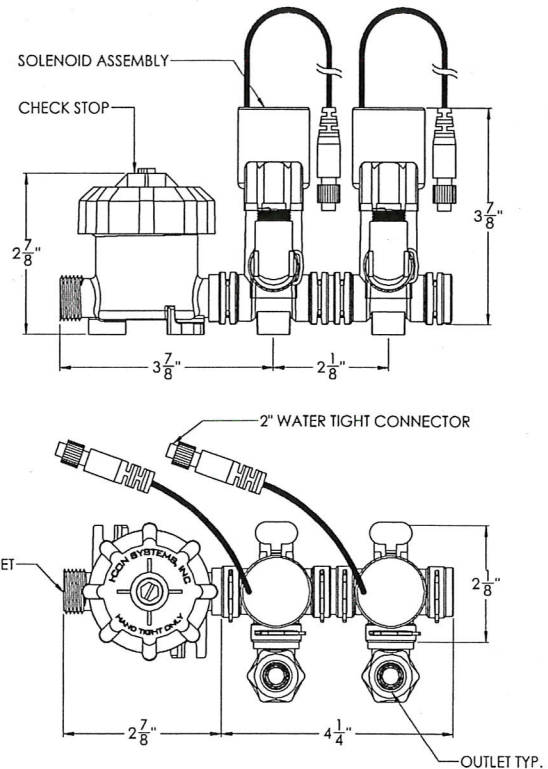
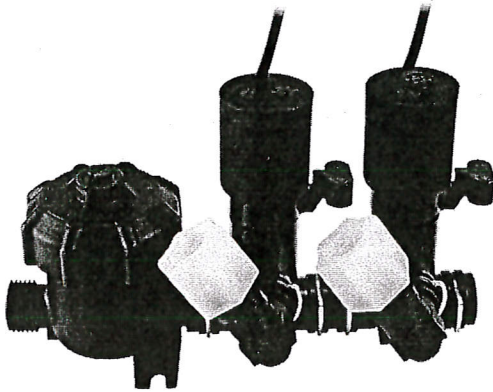
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

Pre-Tempered Model Electronic Manifold Lavatory Valve

VLV-LAV-461X Series



► Description

Lavatory manifold valve for use with pre-tempered water. Up to five pre-tempered lavatories can be supplied by one unit.

► Number of pre-tempered lavatories (choose one)

- ☒ One lavatory
- ☐ Two lavatories
- ☐ Three lavatories
- ☐ Four lavatories
- ☐ Five lavatories

► Solenoid Power (choose one)

- ☐ 24 Volts AC
- ☒ 9 Volts DC (Battery Operated)

► Accessories

For additional accessories, see the Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

Specifications

- Expandable valve solution allowing for one (1) pre-tempered water supply for up to five (5) lavatory valves
- No metering diaphragms to fail and clog
- Engineered non-metallic valve body made from high strength glass filled polymer for advanced corrosion resistance
- Ability to activate using manual by-pass handle
- Advanced design allows for .5 GPM
- All solenoid are interchangeable with other I-CON valves reducing spare parts
- Positive valve shut-off after pressure loss eliminating continual running
- Maximum water temperature of 120 degrees F and maximum pressure of 100 PSI
- 1/2" IPS compatible with 1/2" NPT

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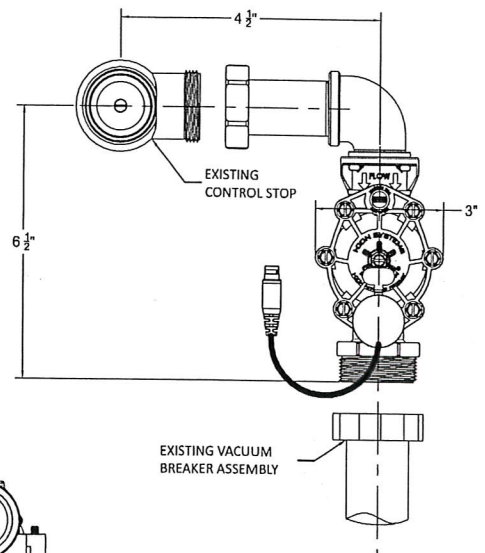
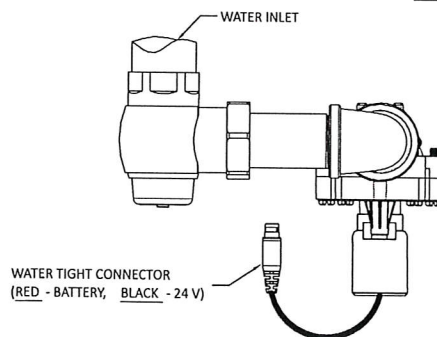
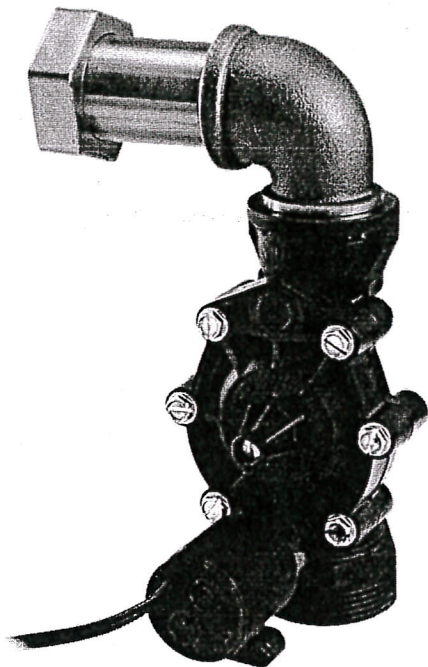
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MOMENTUM® Model Electronic Retrofit Flush Valve

VLV-FVL-3801 Series



► Description

Concealed Water Closet and Urinal Flush Valve used in retrofit applications to reduce consumption and abuse.

► High Velocity Flow Rates

- 1.6 gpf on 3.5 gallon WC fixture - Low Consumption (LC)
- .9 gpf on 1.6 gallon WC fixture - Ultra High Efficient (UHE)
- .5 gpf on 1.0 gallon Urinal fixture - Low Consumption (LC)
- .125 gpf (1 pint) on Urinal fixture - Ultra High Efficient (UHE)

► Solenoid Power (choose one)


- ☒ 24 Volts AC
☐ 9 Volts DC (Battery Operated)

► Accessories

For additional accessories, see the Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

Specifications

- Third Party Tested and approved for flushing 1.6 gallons on a 3.5 gallon fixture and .9 gallons on a 1.6 gallon fixture
- No metering diaphragms to fail and clog
- Engineered non-metallic valve body made from high strength glass filled polymer for advanced corrosion resistance
- Ability to flush using manual by-pass handle
- Straight through flow path to maximum flush velocity and provide superior force of flush
- All solenoids are interchangeable with other I-CON valves reducing spare parts
- Positive valve shut-off after pressure loss eliminating continual flush of typical flushometers
- Easily retrofits to existing inlet and outlet water piping hardware
- Flush activation adjustment to overcome calcium build-up blocking older flush jets

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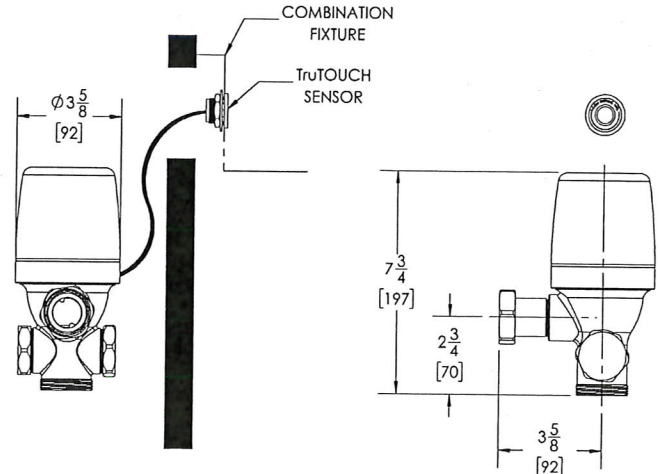
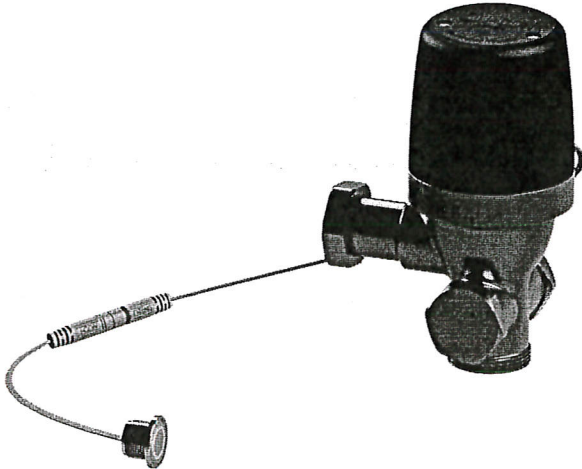
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1.6 gpf TruTOUCH® 9VDC Concealed Sensor Flush Valve with Onboard Controller for Water Closets; Less Vacuum Breaker Assembly; Less Angle Stop

VLV-FVL-TS3200D-1.6 Series Powered by ProLAST®



► Description

I-CON TS3200D Series Concealed TruTOUCH® Sensor Flush Valve for Water Closets powered by ProLAST® is electronically operated, seals dynamically, and uses an onboard controller. It includes a one piece, hex, coupling nut; high back pressure vacuum breaker; adjustable tailpiece; spud coupling; and flange for rear spud connection. The valve is ADA compliant. The body has a brass finish. The I-CON patented ProLAST® T-Seal kit features a single piece design with integral bypass filter, glass reinforced polymer and overmolded seals.

► Valve Type

Water Closet

► Flush Volume

1.6 gpf / 6.0 Lpf

Standard Features

- 1.6 gpf / 6.0 Lpf flush volume
- Flush accuracy controlled by I-CON's ProLAST® T-Seal technology
- Vandal-resistant TruTOUCH® LED sensor
- Spud coupling and flange for 1-1/2" rear spud
- Clog-resistant bypass
- Adjustable tailpiece accommodates a variety of height requirements
- Onboard Nexus® Controller DC
- Adjustable run times

NOTE: Proper escutcheon and core drill assembly may be required.

► Accessories

For additional accessories, see the Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



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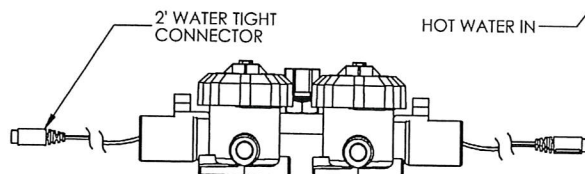
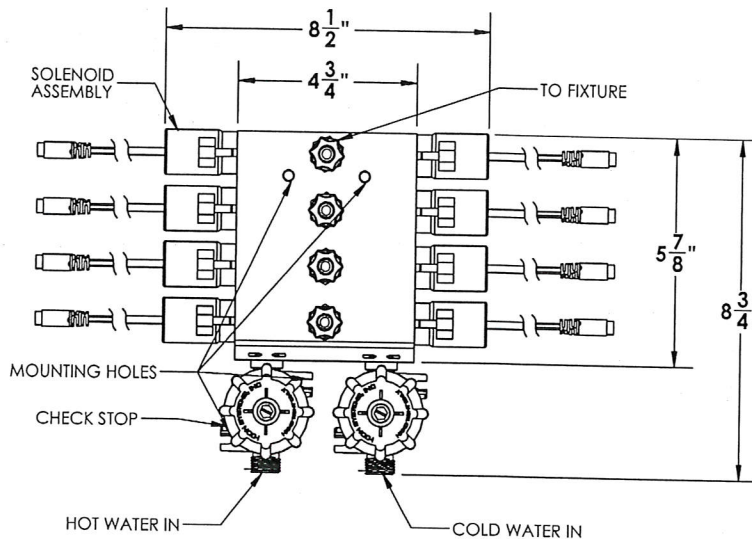
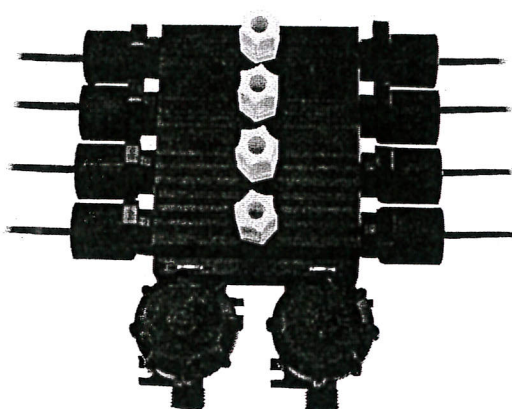
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

ELEMENT® Hot and Cold Model Electronic Manifold Lavatory Valve

VLV-LAV-4830 Series



► Description

In-line shower valve for use with pre-tempered water.

► Number of hot and cold lavatories (choose one)

- ☒ One lavatory
- ☒ Two lavatories
- ☐ Four lavatories

► Solenoid Power (choose one)

- ☒ 24 Volts AC
- ☐ 9 Volts DC (Battery Operated)

Specifications

- New pressure compensating 0.5 GPM flow regulators as standard
- New check stop retaining clips for added support and reliability
- Expandable valve solution allowing for one (1) hot and cold water supply for up to four (4) lavatories
- No metering diaphragms to fail and clog
- Engineered non-metallic polymer valve body for advanced corrosion resistance
- Ability to activate using manual by-pass handle
- All solenoids are interchangeable with other I-CON valves reducing spare parts
- Positive valve shut-off after pressure loss eliminating continual running of valve
- Maximum water temperature of 120 degrees F and maximum pressure of 100 PSI
- 1/2" NPT supply connections and 3/8" OD tubing outlet

► Accessories

For additional accessories, see the Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



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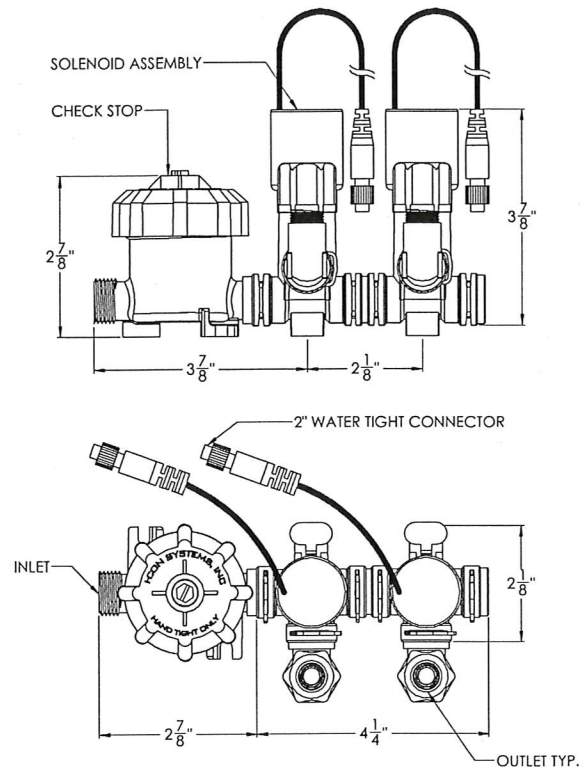
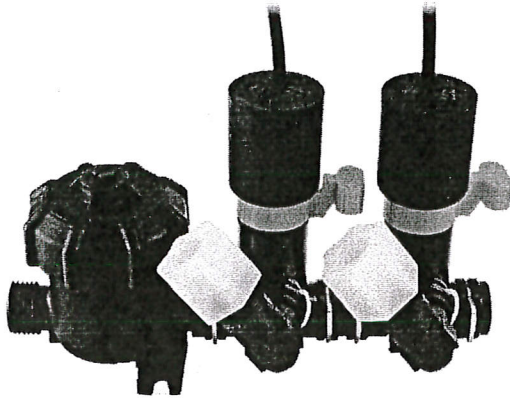
Printed in the U.S.A. JUN 2015/06



WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

Pre-Tempered Model Electronic Manifold Shower Valve

VLV-SHW-561X Series



► **Description**

Shower manifold valve for use with pre-tempered water. Up to three pre-tempered showers can be supplied by one unit.

► **Number of pre-tempered showers** (choose one)

- ☒ One shower
- ☒ Two showers
- ☐ Three showers

► **Solenoid Power** (choose one)

- ☒ 24 Volts AC (High Flow)

► **Accessories**

For additional accessories, see the Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



Specifications

- Expandable valve solution allowing for one (1) pre-temperd water supply for up to three (3) shower valves
- No metering diaphragms to fail and clog
- Engineered non-metallic valve body made from high strength glass filled polymer for advanced corrosion resistance
- Ability to activate using manual by-pass handle
- Advanced design allows for 1.5 GPM shower saving water over 2 GPM shower units
- All solenoid are interchangeable with other I-CON valves reducing spare parts
- Positive valve shut-off after pressure loss eliminating continual running
- Maximum water temperature of 120 degrees F and maximum pressure of 100 PSI
- 1/2" IPS compatible with 1/2" NPT

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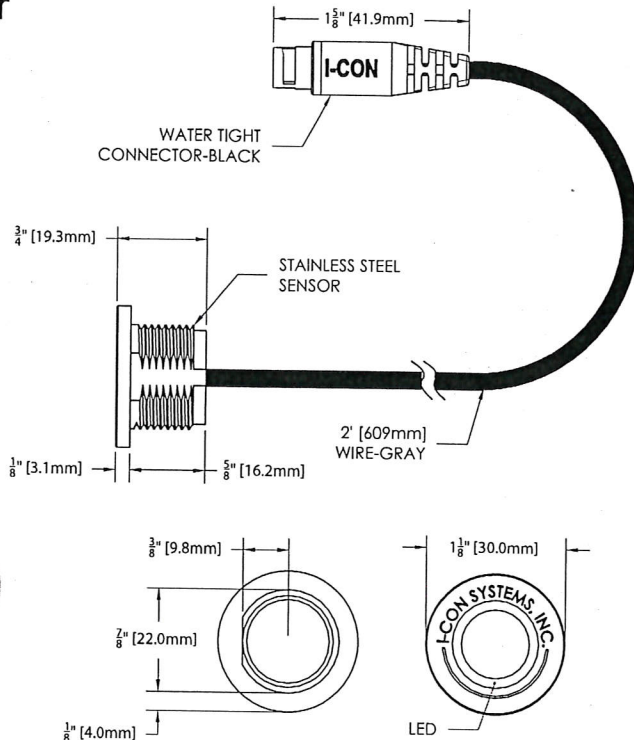
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

TruTouch® Model Force Activated LED Touch Sensor

SEN-1601 Series



► Description

Fully Electronic Force Activated LED Sensor with no moving parts. Sensor includes a two foot lead with watertight connector. Extension with RJ connector is required and is available in a variety of lengths.

LED illumination indicators:

- Solid* Green indicates port is in run mode
- Rapid flashing Red indicates Anti-Water Hammer feature
- Solid* Red indicates port is in lockout mode
- Slow flashing Red indicates maintenance mode

* Flashing for battery operated controllers

► Cable Length (must choose one)

- ☒ 6' Lead Cable w/RJ Connector - WR-SEN-WT-6C-006
- ☒ 15' Lead Cable w/RJ Connector - WR-SEN-WT-6C-015
- ☐ 25' Lead Cable w/RJ Connector - WR-SEN-WT-6C-025
- ☐ 35' Lead Cable w/RJ Connector - WR-SEN-WT-6C-035
- ☐ 60' Lead Cable w/RJ Connector - WR-SEN-WT-6C-060

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



Specifications

- Specifically designed for penal use
- Rugged, polished stainless steel housing with no internal moving parts makes the unit virtually vandal-proof
- Proven reliability with testing of over 1 million activations
- Unique design allows activation by finger pressure without compromising its sealing integrity
- Proprietary 5V DC design allowing for no power consumption until touched by operator.
- Ability to be remotely located up to three hundred (300) feet from the associated controller
- Telephone type connectors for quick and easy connection to controller
- Meets all ADA requirements
- IP 68 Protection
- Operating temperature range from -40F to 257F

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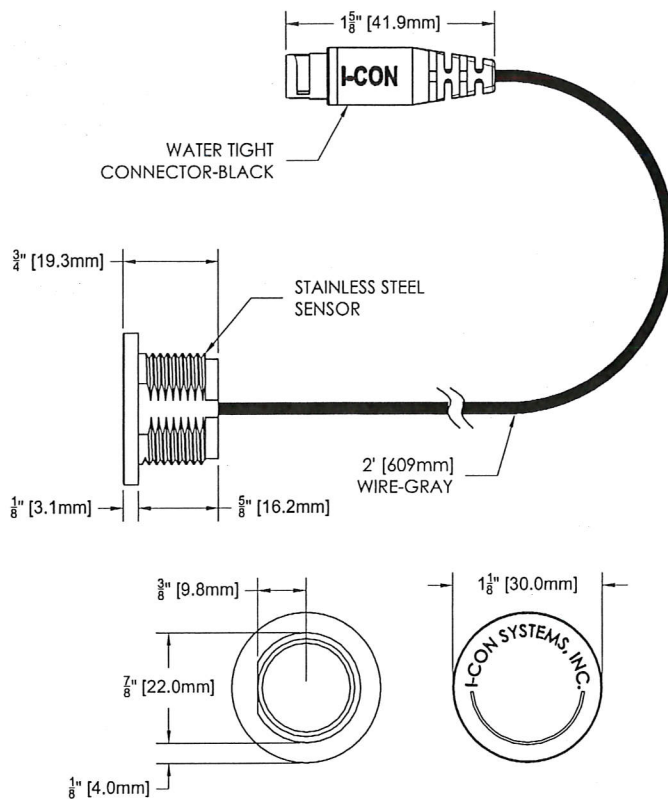
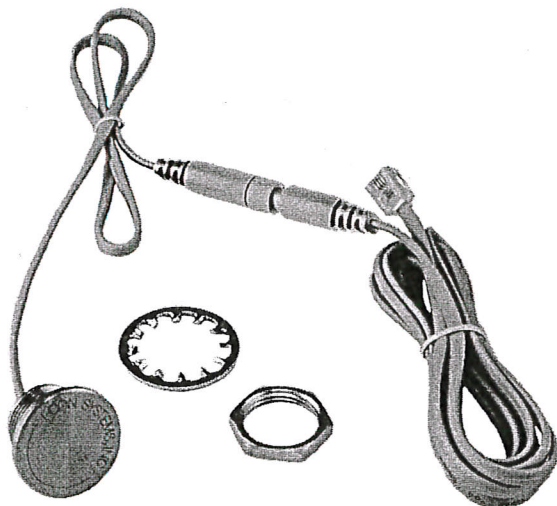
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WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

TruTOUCH® Model Force Activated Touch Sensor

SEN-1501 Series



► Description

Fully Electronic Force Activated Sensor with no moving parts. Sensor includes a two foot lead with watertight connector. Lead cable with RJ connector is **required for operation and sold separately**. Choose from a variety of lengths below.

► Lead Cable Length (must choose one)

- ☒ 6' Lead Cable w/RJ Connector - WR-SEN-WT-4C-006
- ☒ 15' Lead Cable w/RJ Connector - WR-SEN-WT-4C-015
- ☐ 25' Lead Cable w/RJ Connector - WR-SEN-WT-4C-025
- ☐ 35' Lead Cable w/RJ Connector - WR-SEN-WT-4C-035
- ☐ 60' Lead Cable w/RJ Connector - WR-SEN-WT-4C-060

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

Specifications

- Specifically designed for penal use
- Rugged, polished stainless steel housing with no internal moving parts makes the unit virtually vandal-proof
- Proven reliability with testing of over 1 million activations
- Unique design allows activation by finger pressure without compromising its sealing integrity
- Proprietary 5V DC design allowing for no power consumption until touched by operator.
- Ability to be remotely located up to three hundred (300) feet from the associated controller
- Telephone type connectors for quick and easy connection to controller
- Meets all ADA requirements
- IP 68 Protection
- Operating temperature range from -40F to 257F



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

This space is for Architect/Engineer approval

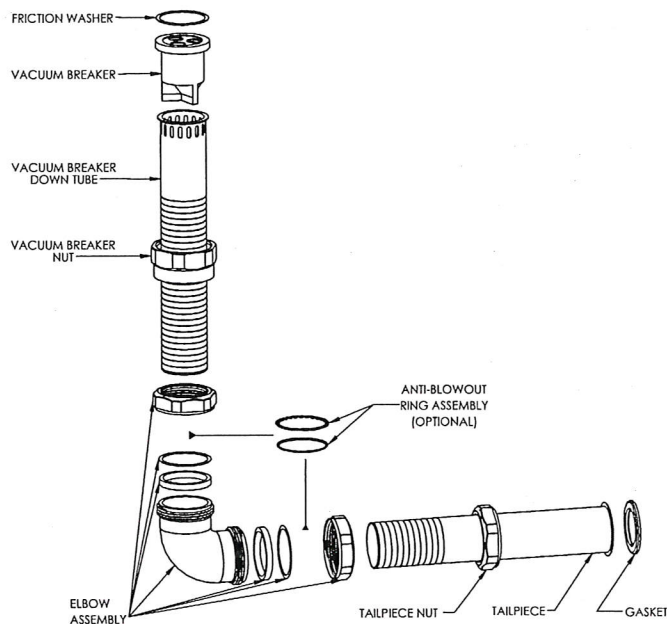
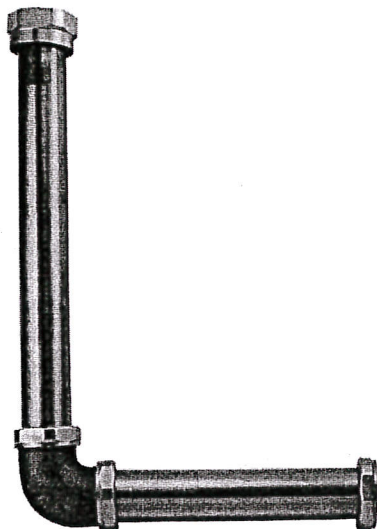


The information contained in this document is subject to change without notice.

I-CON Systems, Inc. • 3100 Camp Road, Oviedo, FL 32765 • Toll Free (800) 240-3578 • Fax (407) 365-7944 • www.i-con.com

Vacuum Breaker Assembly

MHW-VB-5011-Series



► Description

Vacuum breaker assembly for MOMENTUM® flush valve.

► Assembly Parts (choose one or more)


- ☒ MHW-VB-5011-VBR - Vacuum Breaker
- ☐ MHW-VB-5011-VBT-06 - Vacuum Breaker Down Tube 6"L; 4" Scratch Thread
- ☐ MHW-VB-5011-VBT-13 - Vacuum Breaker Down Tube 13"L; 8" Scratch Thread
- ☒ MHW-VB-5011-VBT-21 - Vacuum Breaker Down Tube 21"L; 13" Scratch Thread
- ☐ MHW-VB-5011-VBT-24 - Vacuum Breaker Down Tube 24"L; 13" Scratch Thread
- ☒ MHW-VB-5011-VBN - Vacuum Breaker Nut
- ☐ MHW-VB-5011-ABR - Anti-Blowout Ring Assembly (Sold in packs of 12)
- ☒ MHW-VB-5011-ELB - Elbow Assembly
- ☐ MHW-VB-5011-TPN - Tailpiece Nut
- ☐ MHW-VB-5011-TLP - Tailpiece
- ☐ MHW-VB-5011-TPG - Gasket

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.

Specifications

- Anti blowout grip rings are made of stainless steel for increased strength and corrosion resistance.
- Vacuum breaker is a back flow prevention system designed to stop water from reentering the flush valve chamber.
- Down tube made of rough brass with scratch threading for increased connection strength and longevity.

 **WARNING:** Cancer and Reproductive Harm - www.P65Warnings.ca.gov

This space is for Architect/Engineer approval



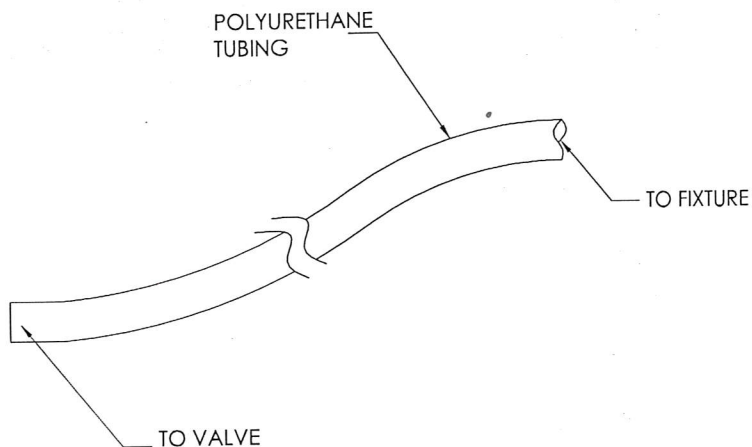
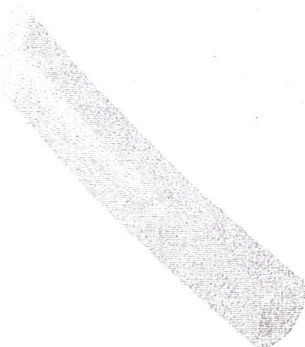
The information contained in this document is subject to change without notice.



WATER CONSERVATION PRODUCTS CORRECTIONAL APPLICATIONS

Polyurethane Tubing

MHW-TB Series



► Description

The I-CON Polyurethane Tubing is used to transfer water from the I-CON valve to the fixture.

Specifications

- Polyurethane Tubing
- Flexible for Installation

► Tubing Sizes Available (choose one or more)

- ☐ 1/4" OD; 1/8" ID; 1/16" Wall
- ☒ 3/8" OD; 1/4" ID; 1/16" Wall
- ☒ 1/2" OD; 3/8" ID; 1/16" Wall
- ☐ 5/8" OD; 1/2" ID; 1/16" Wall

► Accessories

See Accessories Section of the I-CON catalog or contact our Customer Service Team for details.



WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov

This space is for Architect/Engineer approval

The information contained in this document is subject to change without notice.

I-CON Systems, Inc. • 3100 Camp Road, Oviedo, FL 32765 • Toll Free (800) 240-3578 • Fax (407) 365-7944 • www.i-con.com

Item Number	Ship. Mthd.	Qty.
CTR-X11.6-B-01-H-001 <i>Controller; X11.6; 1 IO; Battery; 25 ms Pulse; Hot; Standard; Potted w/ pots</i>	UPS GND	7 Each
CTR-X11.4-S-01-F-001 <i>Controller; X11.4; SMD; 1 IO; Standalone; Flush; Standard</i>	UPS GND	4 Each
CTR-X11.4-S-01-S-001 <i>Controller; X11.4; SMD; 1 IO; Standalone; Shower; Adj Runtime 1-10 min, Adj lock-out 0-90 minutes</i>	UPS GND	29 Each
CTR-X12-AC-04-2L-001 <i>NEXUS Series controller; X12; 4 IO; 2 Lavatory; Standard</i>	UPS GND	2 Each
CTR-X12-AC-04-EF-001 <i>NEXUS Series controller; X12; 4 IO; AC; Combie, Flush; Standard</i>	UPS GND	3 Each
CTR-X12-AC-08-2EFH-001 <i>NEXUS Series controller; X12; 8 IO; 2 Combie, Flush, Hot; Standard</i>	UPS GND	28 Each
NTC-CAM-X12-RLA <i>Controller Add-On Module; Run Time Lockout Adjuster</i>	UPS GND	2 Each
TRS-BB-277V-1.00KVA-28 <i>Transformer; 1 KVA; For use w/ 277 power to supply 28V from secondary</i>	UPS GND	4 Each
VLV-LAV-4611-6214-002 <i>Valve Asm; Lav; Pre-Tempered Water Manifold; 1/2" comp; Single Station w/ TruFIRE 9VDC solenoid</i>	UPS GND	7 Each
VLV-FVL-3801-E3-0914-002 <i>MOMENTUM Flush valve; Retrofit; Std elbowed w/ std tailpiece; NPT; 1"; W/ TruFIREVAC solenoid</i>	UPS GND	63 Each
VLV-FVL-TS3200D-1.6-Z-ZLB-901 <i>TruTOUCH Concealed FV Cap; DC; Water Closet; 1.6gpf/6.0lpf; WR RT pot; LED Sensor; Less VB & Stop</i>	UPS GND	10 Each
VLV-LAV-4831-0914-002 <i>ELEMENT Manifold; Lav; AC; w/ flow compensating regulator; Clip style; Single</i>	UPS GND	5 Each
VLV-LAV-4832-0914-002 <i>ELEMENT Manifold; Lav; AC; w/ flow compensating regulator; Clip style; Dual</i>	UPS GND	28 Each

Item Number	Ship. Mthd.	Qty.
VLV-SHW-5611-0914-002-HF <i>Valve Asm; Shwr; Pre-Tempered Water Manifold; 1/2" comp; Single Station w/ TruFIRE 24VAC HF solenoid</i>	UPS GND	5 Each
VLV-SHW-5612-0914-002-HF <i>Valve Asm; Shwr; Pre-Tempered Water Manifold; 1/2" comp; Dual Station w/ TruFIRE 24VAC HF solenoids</i>	UPS GND	12 Each
WR-SLD-WT-24VAC-4C-006 <i>Cable; 24VAC; Solenoid; 006'; Black Water-Tight Connector</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	214 Each
SEN-1601-002 <i>TruTOUCH Sensor; Assembly; w/ LED; with 2' Water-Tight Lead, nut and washer</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	92 Each
WR-SEN-WT-6C-006 <i>Cable; LED Sensor; 6 Conductor; 006'; Gray Water-Tight Connector; Gray 6C jacket</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	77 Each
WR-SEN-WT-6C-015 <i>Cable; LED Sensor; 6 Conductor; 015'; Gray Water-Tight Connector; Gray 6C jacket</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	15 Each
SEN-1501-002 <i>TruTOUCH Sensor Assembly; Standard; with 2' Water-Tight Lead, Nut & Lock Washer</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	129 Each
WR-SEN-WT-4C-006 <i>Cable; Sensor; 006'; Gray Water-Tight Connector; Gray 4C jacket</i> *** This item is eligible for quantity discounts! See below for details. ***	UPS GND	129 Each
VLV-AUX-1702 <i>Angle Control Stop; Wheel handle Actuated; 1"; Raw brass</i>	UPS GND	63 Each
MHW-VB-5011-VBN <i>Vacuum Breaker Part; Nut; Vacuum Breaker to Flush Valve; Rough Brass</i>	UPS GND	63 Each
MHW-VB-5011-VBR <i>Vacuum Breaker Part; Repair Kit; Rubber; w/ friction washer</i>	UPS GND	63 Each

Item Number	Ship. Mthd.	Qty.
MHW-VB-5011-VBT-21 <i>Vacuum Breaker Part; Tube; Vacuum Breaker; 21" L; 13" Scratch Thread; Rough Brass</i>	UPS GND	63 Each
MHW-VB-5011-ELB <i>Vacuum Breaker Part; Elbow Assembly; with Nuts, Slip Joint & Friction Washers; Rough Brass</i>	UPS GND	63 Each
MHW-PLT-1001 <i>Escutcheon; Round; Washer; Backing; 2" OD; 7/8" ID</i>	UPS GND	219 Each
MHW-PLT-1005 <i>Escutcheon; Round; 2-3/8" OD; 7/8" ID; Stainless Steel; Brushed Finish; for Lavatories/Showers</i>	UPS GND	154 Each
MHW-PLT-1010 <i>Escutcheon; Round; 2-7/8" OD; 7/8" ID; Stainless Steel; Brushed Finish; for Toilets</i>	UPS GND	63 Each
MHW-TB-06P <i>Tubing; Polyethylene; 3/8" OD; 1/4" ID; 1/16" Wall</i>	UPS GND	515 Foot
MHW-TB-08P <i>Tubing; Polypropylene; 1/2" OD; 3/8" ID; 1/16" Wall</i>	UPS GND	430 Foot
MHW-CN-08P08P20L <i>Connector; 1/2" FPT; 1/2" FPT; 20" L; Braided Stainless Steel</i>	UPS GND	90 Each

Notes

Material as quoted qualifies for full freight allowed.

RESOLUTION

No. 2021-8

**LOGAN COUNTY
IRC SECTION 125 AMENDMENT**

WHEREAS, Logan County, a sponsor of an IRC Section 125 Flexible Benefits Plan, has the right, at any time, to amend this Plan.

And, in keeping with the IRS regulations governing § 125; Notice 2021-15 which clarifies the application of provisions of Section 214 of the Tax Certainty and Disaster Tax Relief Act, 2020 (enacted as part of the Consolidated Appropriations Act, 2021).

RESOLVED, that effective for the 2020 Plan Year and 2021 Plan Year, the IRC Section 125 Flexible Benefits Plan shall be amended to include the following temporary provisions.

- I. EXTENSION OF THE CARRYOVER FROM 2020 PLAN YEAR AND CARRYOVER FROM 2021 PLAN YEAR** – allows participants in the Health FSA to carry forward any unused benefits or contributions remaining in any such health flexible spending arrangement from such plan year to the following plan year. Prior to the enactment of the ACTs the maximum amount that could be carried forward was \$550.00.
- II. EXTENSION OF THE GRACE PERIOD FROM 2020 PLAN YEAR AND GRACE PERIOD FROM 2021 PLAN YEAR** – extends the Day Care FSA Grace Period to 12 months. Prior to the enactment of the ACTs, the Grace Period was limited to the first 2 ½ months of the new Plan Year.
- III. EXTENSION OF THE RUN-OUT PERIOD FOR 2020 PLAN YEAR AND 2021 PLAN YEAR** – extends the 90 Day Run-Out Period to 12 months.

RESOLVED, that effective for the 2020 Plan Year and the 2021 Plan Year, the IRC Section 125 Flexible Benefits Plan shall be amended to allow for the temporary relief to the Day Care FSA and the Health FSA benefits due to the COVID-19 pandemic.

BE IT UNDERSTOOD, that the passage of this amendment is in all respects legal and that this amendment is in full force and effect.

Dated this 16th day of March, 2021.

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

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

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

Aye)(Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 16th day of March, 2021.

County Clerk and Recorder



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

Proposal for:	Logan County Justice Center		
Contact:	Chance Wright	Proposal Created by:	Nate Diller
Company:	Logan County	Phone:	970-397-8362
Address:	315 Main St.	Email:	natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch:	720-438-7243
Phone:	970-520-9919		HVACservice@dillermechanical.com
Building Address:	Logan County Justice Center, 110 North Riverview Dr.		
Date:	9/9/20		
Contract Amount:	\$9,702.00	PM #:	1025-L

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2021 and terminates December 31, 2021. The value of this agreement is \$9,702.00.

The terms of payment are: Quarterly Payments

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

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

Emergency: DMS will respond within 2.5 hours

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

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

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

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

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

Thank you,

Diller Mechanical Services, LLC

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC,
ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2021.03.08 15:58:36 -0700

Signature

Date

Diller Mechanical Services, LLC

Signature

Date

Logan County Representative

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

HVACservice@dillermechanical.com



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Logan County Justice Center, 110 North Riverview Dr.

Date: 9/9/20

P.M.# 1025-L

Preventive Maintenance Labor Expense Per Year	\$	7,396.00
Preventive Maintenance Material Cost Per Year	\$	2,306.55
State Tax	\$	-
TOTAL CONTRACT AMOUNT	\$	9,702.00
Semi Annual Payment	\$	4,851.00



Service Task Summary Equipment List/Schedule

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

Date: 9/9/2020

PM #: 1025-L

						Winter		Spring		Summer		Fall	
								May-21				Oct-21	
Dsign#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit									
1	RTU-1	Trane/ Courts Bldg.	Mid Season	-	-								
			Seasonal	3.00	3.00			X	3.00			X	3.00
2	RTU-2	Trane / Courts Bldg.	Mid Season	-	-								
			Seasonal	3.00	3.00			X	3.00			X	3.00
3	RTU-3	Trane / Courts Bldg.	Mid Season	-	-								
			Seasonal	3.00	3.00			X	3.00			X	3.00
4	RTU-4	Trane / Courts Bldg.	Mid Season	-	-								
			Seasonal	3.00	3.00			X	3.00			X	3.00
5	RTU-5	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
6	RTU-6	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
7	RTU-7	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
8	RTU-9	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
9	RTU-10	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
10	MUA-1	Reznor / Detention Bldg.	Mid Season	-	-								
			Seasonal	2.00	1.50			X	1.50			X	2.00
11	MUA-2	Reznor / Detention Bldg.	Mid Season	-	-								
			Seasonal	2.00	1.50			X	1.50			X	2.00
12	MUA-3	Aaon / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.00			X	2.00			X	1.50
13	MUA-4	Aaon / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.50			X	2.50			X	1.50
14	MUA-5	Trane / Detention Bldg.	Mid Season	-	-								
			Seasonal	1.50	2.50			X	2.50			X	1.50



Service Task Summary Equipment List/Schedule

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

Date: 9/9/2020

PM #: 1025-L

Date: 07/2020					Winter		Spring		Summer		Fall	
PM #: 1025-L							May-21				Oct-21	
Dsign#		Equipment Description		Type of Visit	Heat MH/Unit		Cool MH/Unit					
15	MUA-6	Aaon / Detention Bldg.	Mid Season	-	-							
			Seasonal	1.50	2.50		X	2.50		X	1.50	
16	Boiler-1	Bryan / Mech. Room	Mid Season	-	-							
			Seasonal	3.00	3.00		X	3.00		X	3.00	
17	Boiler-2	Bryan / Mech. Room	Mid Season	-	-							
			Seasonal	3.00	3.00		X	3.00		X	3.00	
Total Hours for quarterly maintenance					76.00			40.50			35.50	
Set Up, Report/Communication, & Travel Time per year					10.00							
Total PM Hours					86.00							
Condenser Cleaning Time					-							



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

PM#: 1025-L

Date: 9/9/2020

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



Logan County Justice Center, 110 North Riverview Dr.

PM#: 1025-L

Date: 9/9/2020

COMMENTS / NOTES / REVISIONS:

1. This maintenance proposal covers a check of components for proper operation 2 times per year for applicable equipment listed on the "Service Task Summary/Equipment List/Schedule" page.
2. DMS can modify this proposal to work with your budget, process needs and schedule. We can decrease/increase visits per year or number of checks performed per visit.
3. This maintenance proposal does not cover part replacement, diagnosing of equipment failures or labor associated with such work. All such work will be at the T&M Contract Labor Rate (\$88.50 per hour) plus material/parts and consumables charge.
4. **Payment Terms:** Net 30 from billing invoice date. A late payment charge of 1.5% per month (18% annually) will be assessed if payment is not received within 60 days of the invoice date. This applies to both maintenance and repair invoices.



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Logan County Justice Center, 110 North Riverview Dr.

PM#: 1025-L

Date: 9/9/2020

Standard Time and Material Rates for PM Customers

\$98.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$147.00 per hour plus materials

Standard Rates (non-contract customers)

\$110.00 per hour plus materials

Overtime Rates (non-contract customers)

\$165.00 per hour plus materials

Holiday Rates

\$196.00 per hour for contract customers

\$220.00 per hour for non-contract customers

Standard Rates Hours of Operation

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

All other times are considered overtime.

Normal Business Hours Service & Emergencies

Call 720-438-7243 or email: HVACservice@dillermechanical.com

After Hours/Weekend Service & Emergencies

Call 303-775-8672

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



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

Proposal for:	Logan County Court House Annex		
Contact:	Chance Wright	Proposal Created by:	Nate Diller
Company:	Logan County	Phone:	970-397-8362
Address:	315 Main St.	Email:	natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch:	720-438-7243
Phone:	970-520-9919		HVACservice@dillermechanical.com
Building Address:	315 Main St. Sterling, CO 80751	Boiler, Cooling Tower, Pumps & (4) Rotunda/Attic Heat Pumps	
Date:	9/13/2020		
	Contract Amount:	\$2,543.00	PM #: 1091-J

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2020 and terminates December 31, 2020.
The value of this agreement is \$2,543.00.

The terms of payment are: Quarterly Payments

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

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

Emergency: DMS will respond within 2.5 hours

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

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

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

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

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

Diller Mechanical Services, LLC

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical
Services, LLC, ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2021.03.08 15:57:05 -07'00'

Signature

Date

Diller Mechanical Services, LLC

Signature

Date

Logan County Representative



PROFESSIONAL PERFORMANCE AT ALL LEVELS

315 Main St. Sterling, CO 80751
9/13/20
1091-J

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	2,150.00
<i>Preventive Maintenance Material Cost Per Year</i>	\$	393.98
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	2,543.00
<i>Semi-Annual Payment</i>	\$	1,271.00



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Service Task Summary Equipment List/Schedule

Building: 315 Main St. Sterling, CO 80751

Date: 9/13/2020

PM #: 1091-J

PM #: 1091-J						Winter		Spring		Summer		Fall	
								May-21				Nov-21	
Dsign#		Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit								
49	Large Attic Heat Pump-1	McQuay	Mid Season	-	-								
			Seasonal	1.00	1.00			X	1.00			X	1.00
50	Rotunda Heat Pump-1	McQuay	Mid Season	-	-								
			Seasonal	1.00	1.00			X	1.00			X	1.00
51	Rotunda Heat Pump-2	McQuay	Mid Season	-	-								
			Seasonal	1.00	1.00			X	1.00			X	1.00
52	Attic Storage Heat Pump-1	McQuay	Mid Season	-	-								
			Seasonal	1.00	1.00			X	1.00			X	1.00
53	Boiler-1		Mid Season	-	-								
			Seasonal	2.00	2.00			X	2.00			X	2.00
54	Cooling Tower-1		Mid Season	-	-								
			Seasonal	3.00	3.00			X	3.00			X	3.00
55	Circulating Pumps		Mid Season	-	-								
			Seasonal	1.00	1.00			X	1.00			X	1.00
Total Hours for quarterly maintenance				20.00				10.00				10.00	
Set Up, Report/Communication, & Travel Time per year				5.00									
Total PM Hours				25.00									

Condenser Cleaning Time -



PROFESSIONAL PERFORMANCE AT ALL LEVELS

315 Main St. Sterling, CO 80751
PREVENTIVE MAINTENANCE MATERIAL LIST

PM#: 1091-J

Date: 9/13/2020

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



315 Main St. Sterling, CO 80751

PM#: 1091-J

Date: 9/13/2020

COMMENTS / NOTES / REVISIONS:

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



315 Main St. Sterling, CO 80751

PM#: 1091-J

Date: 9/13/2020

Standard Time and Material Rates for PM Customers

\$98.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$147.00 per hour plus materials

Standard Rates (non-contract customers)

\$110.00 per hour plus materials

Overtime Rates (non-contract customers)

\$165.00 per hour plus materials

Holiday Rates

\$196.00 per hour for contract customers

\$220.00 per hour for non-contract customers

Standard Rates Hours of Operation

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

All other times are considered overtime.

Normal Business Hours Service & Emergencies

Call 720-438-7243 or email: HVACservice@dillermechanical.com

After Hours/Weekend Service & Emergencies

Call 303-775-8672

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



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

Proposal for:	Logan County Central Services Bldg.		
Contact:	Chance Wright	Proposal Created by:	Nate Diller
Company:	Logan County	Phone:	970-397-8362
Address:	315 Main St.	Email:	natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch:	720-438-7243
Phone:	970-520-9919		HVCAservice@dillermechanical.com
Building Address:	Central Services Bldg. 508 S. 10th Ave. Sterling, CO		
Date:	9/14/2020		
	Contract Amount:	\$2,561.00	PM #: 1155-I

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2021 and terminates December 31, 2021.
The value of this agreement is \$2,561.00.

The terms of payment are: Quarterly payments

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

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

Emergency: DMS will respond within 2.5 hours

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

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

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

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

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

Thank you,

Diller Mechanical Services, LLC

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC,
ou=Operations Manager,
email=natediller@dillermechanical.com, c=US
Date: 2021.03.08 15:54:36 -07'00'

Diller Mechanical Services Signature

Date

Logan County Signature

Date

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

HVCAservice@dillermechanical.com



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Central Services Bldg. 508 S. 10th Ave. Sterling, CO
9/14/20
1155-I

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	2,150.00
<i>Preventive Maintenance Material Cost Per Year</i>	\$	411.88
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	2,561.00
<i>Payment per quarter</i>	\$	640.00



Service Task Summary Equipment List/Schedule

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

Date: 9/14/2020

PM #: 1155-I

PM #: 1155-I							Cooling		Heating	
							May-21		Oct-21	
Design#	Equipment Description	Type of Visit	Heat MH/Unit	Cool MH/Unit						
1	RTU-1	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
2	RTU-2	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
3	RTU-3	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
4	RTU-4	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
5	RTU-5	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
6	RTU-6	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
7	RTU-7	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
8	RTU-8	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
9	RTU-9	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
10	RTU-10	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
11	RTU-11	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
12	RTU-12	Mid Season	-	-						
		Seasonal	0.75	1.00			X	1.00		X 0.75
Total Hours for quarterly maintenance			21.00				12.00		9.00	
Set Up, Report/Communication, & Travel Time per year			4.00							
Total PM Hours			25.00							

Condenser Cleaning Time

-



PROFESSIONAL PERFORMANCE AT ALL LEVELS

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

PM#: 1155-I

Date: 9/14/2020

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



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

PM#: 1155-I

Date: 9/14/2020

COMMENTS / NOTES / REVISIONS:

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



Central Services Bldg. 508 S. 10th Ave. Sterling, CO
PM#: 1155-I
Date: 9/14/2020

Standard Time and Material Rates for PM Customers

\$98.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$147.00 per hour plus materials

Standard Rates (non-contract customers)

\$110.00 per hour plus materials

Overtime Rates (non-contract customers)

\$165.00 per hour plus materials

Holiday Rates

\$196.00 per hour for contract customers

\$220.00 per hour for non-contract customers

Standard Rates Hours of Operation

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

All other times are considered overtime.

Normal Business Hours Service & Emergencies

Call 720-438-7243 or email: HVACservice@dillermechanical.com

After Hours/Weekend Service & Emergencies

Call 303-775-8672

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



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

Proposal for:	Heritage Building	
Contact:	Chance Wright	Proposal Created by: Nate Diller
Company:	Logan County	Phone: 970-397-8362
Address:	315 Main St.	Email: natediller@dillermechanical.com
City, State Zip	Sterling, CO 80751	Service Dispatch: 720-438-7243
Phone:	970-520-9919	HVACservice@dillermechanical.com
Building Address:	Heritage Building 821 N. Division Ave. Sterling, CO	
Date:	9/16/2020	
	Contract Amount:	PM #: 1156-I
	\$1,088.00	

This agreement is between Diller Mechanical Services and Logan County.
Contract begins January 1, 2021 and terminates December 31, 2021.
The value of this agreement is \$1,088.00.

The terms of payment are: Quarterly payments

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

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

Emergency: DMS will respond within 2.5 hours

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

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

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

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

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

Thank you,
Diller Mechanical Services, LLC

Nate Diller

Digitally signed by Nate Diller
DN: cn=Nate Diller, o=Diller Mechanical Services, LLC, ou=Operations
Manager, email=natediller@dillermechanical.com, c=US
Date: 2021.03.08 15:55:46 -0700

Diller Mechanical Services Signature

Date

Logan County Signature

Date



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Heritage Building 821 N. Division Ave. Sterling, CO
9/16/20
1156-I

<i>Preventive Maintenance Labor Expense Per Year</i>	\$	903.00
<i>Preventive Maintenance Material Cost Per Year</i>	\$	185.44
<i>Tax</i>	\$	-
TOTAL CONTRACT AMOUNT	\$	1,088.00
<i>Payment per quarter</i>	\$	272.00



PROFESSIONAL PERFORMANCE AT ALL LEVELS

Service Task Summary Equipment List/Schedule

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

Date: 9/16/2020

PM #: 1156-I

			Cooling				Heating	
			May-21				Oct-21	
00			X	2.00			X	2.00
00			X	2.00			X	2.00
				4.00				4.00

Total Hours for quarterly maintenance

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

Total PM Hours

Condenser Cleaning Time

-



PROFESSIONAL PERFORMANCE AT ALL LEVELS

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

PM#: 1156-I

Date: 9/16/2020

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



Heritage Building 821 N. Division Ave. Sterling, CO

PM#: 1156-I

Date: 9/16/2020

COMMENTS / NOTES / REVISIONS:

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



Heritage Building 821 N. Division Ave. Sterling, CO

PM#: 1156-I

Date: 9/16/2020

Standard Time and Material Rates for PM Customers

\$98.00 per hour plus materials

Overtime Time and Material Rates for PM Customers

\$147.00 per hour plus materials

Standard Rates (non-contract customers)

\$110.00 per hour plus materials

Overtime Rates (non-contract customers)

\$165.00 per hour plus materials

Holiday Rates

\$196.00 per hour for contract customers

\$220.00 per hour for non-contract customers

Standard Rates Hours of Operation

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

All other times are considered overtime.

Normal Business Hours Service & Emergencies

Call 720-438-7243 or email: HVACservice@dillermechanical.com

After Hours/Weekend Service & Emergencies

Call 303-775-8672

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

**CONSULTING SERVICES AGREEMENT
BY AND BETWEEN
LOGAN COUNTY
AND
MGT OF AMERICA CONSULTING, LLC**

THIS AGREEMENT is made this 16th day of March 2021, by and between Logan County, CO ("Client"), and MGT of America Consulting, LLC ("MGT").

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. Description of Services.

MGT shall, as an independent contractor, provide the services specified in section 1.1 below ("the Services"),

1.1 Scope of Services:

MGT shall provide to Client those services as outlined in the cost allocation services proposal, dated February 25, 2021, and incorporated into this Agreement:

Project Deliverables

The County will receive from MGT consultants the following services:

Project Deliverables	
1.	A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
2.	A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
3.	Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
4.	Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
5.	Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
6.	Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.

1.2 Timetable for Services:

The Services shall be performed, and the product(s) of the services shall be delivered

commencing on **March 16, 2021** and will be completed by **August 31, 2021**.

The Client shall supply, with guidance from MGT, all available and necessary information, data, worksheets, and documentation necessary for MGT to perform the services hereunder in a timely fashion. MGT shall assume all data so supplied by the Client is accurate and, if supplied, in a timely manner, will facilitate the timely filing of reports to the appropriate entity. The Client will cooperate with MGT by providing adequate staff for liaison for each affected Department.

2. Compensation.

For its work under this Agreement, MGT shall be paid a total amount not to exceed **\$5,600.00**. This fee shall be paid based on project progress and according to the following schedule:

\$3,600 on delivery of draft report

\$2,000 upon delivery of final report.

Additional services may be provided at the request of the County at the hourly rates listed below:

MGT Professional Staff	Hourly Billing Rates
Project Executive	\$ 220
Project Manager	\$ 185
Cost Allocation Consultant	\$ 170
User Fee Consultant	\$ 135
Project Analyst	\$ 130

2.1 Invoicing:

Invoices shall be paid within 30 days from receipt by County. No payment shall be withheld or delayed by the County when, or to the extent that, such delay is the result of County's failure to promptly review and accept the product and/or services; or to perform any act necessary for MGT to proceed or continue with providing the Services. Invoices should be sent via e-mail to unreind@logancountyco.gov or via mail to the address below:

Logan County
Attn: Accounts Payable
315 Main Street
Sterling CO 80751

3. Term and Termination.

This agreement shall become effective upon its execution no later than **March 16, 2021**, and delivery by the parties and shall remain in effect until completion of, and full payment for, the Services by **December 31, 2021**. This contract may be terminated prior to completion of the Services at the option of either party, upon delivery of written notice by the terminating party to the other party. In the event of early termination by Client, MGT shall be paid, upon invoicing in accordance with this Agreement, the agreed

compensation (or if, due to termination, there is no agreed value for the services performed to date, MGT's standard hourly rates) for Services performed, plus expenses incurred, prior to termination.

4. Independent Contractor Status.

The relationship of MGT to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. As an independent contractor, MGT shall comply with all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations. Neither MGT nor anyone employed or subcontracted by MGT shall be, represent, act, purport to act, or be deemed to be an agent, representative, employee or servant to Client.

5. Project Managers.

Michelle Garrett shall serve as Project Manager and point of contact for MGT under this Agreement, and Ellie Hennes will serve as Project Analyst. By written notice to the other party, either party may change the identity of its project manager during the term of this Agreement.

6. GENERAL PROVISIONS

A. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress, and, in such event, MGT shall immediately take proper steps to carry out such instructions.

B. Mutual Indemnification

To the extent allowed by Colorado law, Client shall indemnify MGT and its present and former officers, directors, employees and agents (collectively, "Indemnitees") against any loss or expense which any Indemnitee may incur as the result of any claim, suit or proceeding made or brought against such Indemnitee or in which such Indemnitee is asked to participate, based upon any materials MGT prepares, publishes or disseminates for Client and based upon information provided or approved by Client prior to its preparation, publication or dissemination, as well as any claim or suit arising out of the nature or use of Client's products or services or any Indemnitee's relationship with Client, except for losses or expenses that result from any Indemnitee's negligence or willful misconduct.

MGT agrees to indemnify, hold harmless and defend Client, its agents, servants, volunteers, and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Client, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by MGT, its agents, servants or employees; the equipment of MGT, its agents, servants or employees while such equipment is on premises owned or controlled by Client; or the negligence of MGT or the negligence of MGT's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Client's property, and injury or death of any person whether employed by MGT, Client or otherwise.

C. Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- i) was at the time of receipt already in MGT's possession;
- ii) is, or becomes in the future, public knowledge through no fault or omission of MGT;
- iii) was received from a third-party having the right to disclose it; or
- iv) is required to be disclosed by law.

D. Subcontracting and Assignment:

MGT may utilize subcontractors in performing the Services, but MGT shall remain responsible to Client for performance under this Agreement. This contract shall be binding upon and inure to the benefit of both Client and MGT and their respective successors and assigns, if any, and legal representatives

E. Non-Solicitation

For a period of 3 years after the Term of this Agreement, Client shall not, without MGT's prior written consent, knowingly hire, engage or solicit the employment or services of any person who is or was during the term of this Agreement employed by or an independent director of MGT. Client acknowledges that the specialized nature of MGT's proprietary information, trade secrets and other intellectual property are such that a breach of the foregoing covenant would necessarily and inevitably result in disclosure, misappropriation and/or misuse of such proprietary information, trade secrets and other intellectual property and, accordingly, Client acknowledges and agrees that such breach would impose unique and irreparable harm upon MGT and that MGT shall be entitled, in addition to its other rights and remedies, to require, by injunction or decree of specific performance, satisfaction in full of Client's obligations hereunder.

F. Force Majeure

Neither party shall be liable to the other party for any loss or damage of any kind or for any default or delay in the performance of its obligations under this Agreement if and to the extent that the same is caused, directly or indirectly, by fire, flood, earthquake, elements of nature, epidemics, pandemics, quarantines, acts of God, acts of war, terrorism, civil unrest or political, religious, civil or economic strife or any other cause beyond a party's reasonable control.

G. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF COLORADO) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. This agreement shall be deemed to have been made in the State of Colorado and its validity, construction and effect shall be governed by the laws of the State of Colorado. The parties hereto agree that any action brought by either party to enforce the terms of this Agreement shall be filed in the District Court of Logan County, Colorado.

H. Illegal Alien:

MGT certifies that MGT shall comply with the provisions of C.R.S. 8-17.5-101. et seq. MGT shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with an illegal alien to perform work under this contract. MGT represents, warrants, and agrees that it (1) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (2) otherwise will comply with the requirements of C.R.S. 8-17.5-102(2)(b). MGT shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If MGT fails to comply with any requirements of this provision of C.R.S. 8-17.5-101, et seq., the County may terminate this contract for breach and MGT shall be liable for actual and consequential damages to the County.

I. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may

continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all reasonable costs, fees and expenses, to be paid by the party against whom enforcement is ordered.

J. Assignment

Neither party may not assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

K. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

L. Notices

All written notices demand or requests pursuant to this Agreement may be served (as an alternate to personal service) by registered or certified mail or air freight services that provide proof of delivery, with postage and fees thereon fully prepaid, and addressed to the parties so to be served as follows:

If to MGT:

MGT of America Consulting, LLC
Attn: Michelle Garrett
4320 West Kennedy Blvd.
Tampa, FL 33609

If to Client:

Logan County
Attn: Debbie Unrein
315 Main Street
Sterling, CO 80751

Service of any such notice or demand so made by mail shall be deemed complete on the day of actual delivery as shown by the addressee's registry or certification receipt. Either party hereto may, from time to time, by written notice served upon the other as aforesaid, designate a different mailing address, or (a) different or additional person(s) to which or to whom all such notices or demands are thereafter to be addressed. Persons named to receive copies of notices are listed for accommodation only and are not required to be personally served to comply with service of notice on a party.

M. Insurance:

MGT shall maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

1. General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by MGT under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability Insurance. If the MGT or the MGT's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

Any failure of MGT to maintain the insurance required by this paragraph, or to comply with any of the requirements of this paragraph, shall constitute a material breach of the entire Agreement. Certificates evidencing the issuance of the aforementioned insurance shall be filed with the Client within ten (10) days after the date of execution of this Agreement.

3. Workers compensation and employer's liability insurance as required by the state where the work is performed.

4. Professional liability insurance of \$2,500,000 per occurrence and in the aggregate.

N. Counterparts and Execution

This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

O. Survival

Sections 3, 4, and 6 of this Agreement shall continue notwithstanding the termination or expiration of the Agreement.

P. Entire Agreement

This Agreement constitute the entire and only agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be changed or varied only by a written agreement signed by the parties. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

IN WITNESS WHEREOF, this agreement has been executed and delivered by Client and MGT on the date first written above.

MGT OF AMERICA CONSULTING, LLC

LOGAN COUNTY, COLORADO

Name

Name

Chair, Board of County Commissioners

Title

Title

03/16/2021

Date

Date

81-0890071

84-6000782

FEIN:

FEIN:

RESOLUTION

NO. 2021-09

BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO

SUBDIVISION EXEMPTION FOR NIYOL WIND, LLC

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Niyol Wind, LLC, has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

Being a 5.00 acre parcel of land situated in a part of the Southwest Quarter (SW1/4) of Section 34, Township 8 North, Range 50 West, of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 34 (as monumented by a found #5 rebar with 2-1/2" aluminum "illegible"), from which the West quarter corner of said Section 34 (as monumented by a found #5 rebar with an upgraded 2-1/2" aluminum cap "PLS26600") bears North 02°12'23" West, a distance of 2,645.82 feet, forming the basis of bearings used in this description; thence North 02°12'23" West, with the West line of said Section 34, a distance of 29.88 feet; thence North 87°47'37" East, departing the said West line, a distance of 30.00 feet to the Southwest corner of said parcel of land, said point being the point of beginning; thence North 02°12'23" West, with the Easterly right of way line of County Road 67 and parallel with the West line of said Section 34, a distance of 466.70 feet; thence North 88°01'54" East, departing the said Easterly line, a distance of 466.70 feet; thence South 02°12'23" East, a distance of 466.70 feet to a point on the Northerly right of way line of County Road 26; thence South 88°01'54" West, with the said Northerly line, a distance of 466.70 feet to the point of beginning and containing 217,811 square feet or 5.00 acres, more or less.

(As represented on official Subdivision Exemption Plat 2021-09); and

WHEREAS, Niyol Wind, LLC, intends to create a parcel, consisting of 5.00 acres, more or less, subdivided from a 482 acre parcel in an Agricultural (A) zone district, for use as the Niyol Wind Substation; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 15, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 16, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the

purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Niyol Wind, LLC, for a Subdivision Exemption for the creation of a 5.00 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-09, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 16th day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 16th day of March, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 1/29/21

1. Name of Subdivision Exemption Niyol Wind Substation
2. Name of Applicant Niyol Wind, LLC Phone 561-304-5573
Address 700 Universe Blvd , Juno Beach, FL 33408
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent Gary Leak Phone 303-462-1100
Address 143 Union Boulevardm Suite 700 , Denver, CO 80228
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Susan Brown Phone _____
Address 58 Lake Reverie Pl, Tomball, TX 77375
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Niyol Wind, LLC Phone 561-304-5573
Address 700 Universe Blvd, Juno Beach, FL 33408
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor ATWELL, LLC Phone 303-462-1100
Address 143 Union Boulevardm Suite 700 , Denver, CO 80228
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Andy Fritsch Phone 561-304-6526
Address 700 Universe Blvd, Juno Beach, FL 33408
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the North side of County Road 26
0 Feet East of County Road 67
(Direction) (Street)
9. Postal Delivery Area Fleming, CO 80728 School District RE -1 County District 3
10. Total Acreage 5 Zone _____ Number of Lots 1
11. Tax Map Designation: Section/Township/Range 34-08N-50W Lot(s) 1
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name n/a
13. Is Deed recorded in Torrens System: Number _____
14. Is Deed recorded in General System: Book _____ Page _____
15. Current Land Use: Agricultural
16. Proposed Use of Each Parcel : Niyol Wind Substation

NIYOL WIND, LLC
Subdivision Exemption 2021
5.00 Acres SW4 34-08-50

17. Proposed Water and Sewer Facilities: None required.

18. Proposed Public Access to each new parcel: No public access for electrified energy substation

19. Reason for request of this exemption (may use additional pages): This is the location of the 230kV substation for Niyol Wind's 206MW wind generation facility approved in CUP Resolution 2020-22.

List all contiguous holdings in the same ownership:

Section/Township/Range 34-8N-50W Lot(s) _____

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

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF ~~COLORADO~~ Florida

COUNTY OF ~~LOGAN~~ Palm Beach) SS:

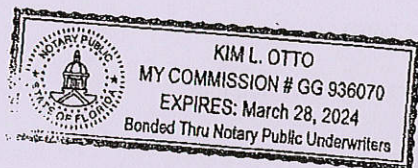
Kevin G. Ildes hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

[Signature]
(Applicant Signature)

Mailing Address:

Niyol Wind, LLC

700 Universe Blvd, Juno Beach, FL 33408



MY COMMISSION EXPIRES:

[Signature]
NIYOL WIND, LLC
Subdivision Exemption 2021
5.00 Acres SW4 34-08-50

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee.

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

NIYOL WIND, LLC
Subdivision Exemption 2021
5.00 Acres SW4 34-08-50

RESOLUTION

NO. 2021-10

BOARD OF COUNTY COMMISSIONERS COUNTY OF LOGAN, STATE OF COLORADO

SUBDIVISION EXEMPTION FOR ELIZABETH A. SONNENBERG ESTATE

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Dean E. Sonnenberg, acting as Personal Representative for the Elizabeth A. Sonnenberg Estate, has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 17, Township 8 North, Range 49 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Section 17; thence South 1°31'35" East along the East line of said Section 17 a distance of 547.76 feet; thence North 89°44'25" West a distance of 2641.33 feet to the point on the West line of said NE1/4 of Section 17; thence North 1°03'10" West along the West line of said NE1/4 a distance of 549.92 feet to the Northwest corner of said NE1/4; thence South 89°41'25" East along the North line of said NE1/4 of Section 17 a distance of 2636.86 feet to the point of beginning and containing 33.24 acres, more or less, subject to county road rights-of-way along the North and East lines of said Section 17.

(As represented on official Subdivision Exemption Plat 2021-10); and

WHEREAS, Dean E. Sonnenberg, acting as Personal Representative for the Elizabeth A. Sonnenberg Estate, intends to create a parcel, consisting of 33.24 acres, more or less, subdivided from a 637 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 15, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 16, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Dean E. Sonnenberg, acting as Personal Representative for the Elizabeth A. Sonnenberg Estate, for a Subdivision Exemption for the creation of a 33.24 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-10, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 16th day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)

Byron H. Pelton, Chairman

(Aye)(Nay)

Joseph A. McBride, Commissioner

(Aye)(Nay)

Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 16th day of March, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 2/4/21

1. Name of Subdivision Exemption Elizabeth A. Sonnenberg
2. Name of Applicant Elizabeth A Sonnenberg Estate Phone 970 520 4325
Deane E Sonnenberg PR
Address 37744 CR 34 Fleming Co 80728
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Elizabeth A Sonnenberg Phone 970 520 4325
Address 37744 CR 34 Fleming Co 80728
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert McFee Phone 970-522-1960
Address 615 S 10th Ave. Sterling CO. 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the W side of CR 77 + S side of CR 34
_____ Feet _____ of _____
(Direction) (Street)
9. Postal Delivery Area Fleming School District Fleming
10. Total Acreage 33.24 Zone Ag Number of Lots _____
11. Tax Map Designation: Section/Township/Range 17-8-49 Lot(s) _____
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name _____
13. Is Deed recorded in Torrens System: Number _____
14. Is Deed recorded in General System: Book 963 Page 595
15. Current Land Use: Ag
16. Proposed Use of Each Parcel: Ag

Sonnenberg, Elizabeth A.
Subdivision Exemption 2021
33.24 Acres 17-8-49
37744 C.R. 34, Fleming

17. Proposed Water and Sewer Facilities: Existing Well & Septic

18. Proposed Public Access to each new parcel: off CR 34

19. Reason for request of this exemption (may use additional pages): Selling remainder of Section. Keeping homestead.

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

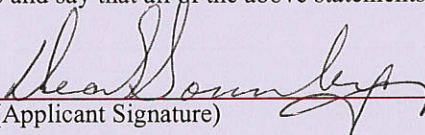
The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.


(Applicant Signature)

Mailing Address:

37744 CR 34

Fleming Co 80728

MY COMMISSION EXPIRES:

Sonnenberg, Elizabeth A.
Subdivision Exemption 2021
33.24 Acres 17-8-49
37744 C.R. 34, Fleming

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee. *pd. #1390*

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Sonnenberg, Elizabeth A.
Subdivision Exemption 2021
33.24 Acres 17-8-49
37744 C.R. 34, Fleming

RESOLUTION

NO. 2021-11

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

SUBDIVISION EXEMPTION FOR CHRIS A. FRITZLER AND REBECCA FRITZLER

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Chris A. Fritzler and Rebecca Fritzler, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Southwest corner of said NE1/4; thence North $1^{\circ}01'20''$ West along the West line of said NE1/4 a distance of 473.12 feet; thence North $89^{\circ}09'40''$ East a distance of 922.32 feet; thence South $0^{\circ}49'30''$ East a distance of 472.48 feet to a point on the South line of said NE1/4; thence South $89^{\circ}07'15''$ West along the South line of said NE1/4 a distance of 920.69 feet to the point of beginning and containing 10.00 acres, more or less, together with a 30 foot access and utility easement in the Northeast Quarter (NE1/4) of Section 3, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado said easement being 15 feet on each side of the following described centerline:

Commencing at the Southeast corner of said NE1/4 of Section 3; thence North $0^{\circ}25'30''$ West along the East line of said NE1/4 a distance of 43.60 feet to the true point of beginning; thence South $79^{\circ}05'40''$ West a distance of 163.22 feet; thence South $89^{\circ}11'05''$ West a distance of 1576.54 feet and terminating at a point on the East line of the above described parcel, subject to a county road right-of-way along the East line of said NE1/4. The sidelines of said easement to be lengthened or shortened to terminate on the East line of said NE1/4 and the East line of the above described parcel.

(As represented on official Subdivision Exemption Plat 2021-11); and

WHEREAS, Chris A. Fritzler and Rebecca Fritzler, intend to create a parcel, consisting of 10.00 acres, more or less, subdivided from a 169 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 15, 2021; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 16, 2021, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Chris A. Fritzler and Rebecca Fritzler, for a Subdivision Exemption for the creation of a 10.00 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2021-11, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 16th day of March, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 16th day of March, 2021.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 2-4-21

1. Name of Subdivision Exemption Chris A. Fritzler and Rebecca Fritzler
2. Name of Applicant Chris A Fritzler Phone ~~242~~ 970-520-3204
 Address 13579 Carre Rd 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent _____ Phone _____
 Address _____
 (Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Chris & Rebecca Fritzler Phone 520-3203
 Address 13579 Carre Rd 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Ethan & Sadie Fritzler Phone 571-1987
 Address 452 California Street 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Lebert Mc Atc Phone 520-1960
 Address 615 S. 10th Avenue 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Alex Wright Phone 520-6767
 Address 111 Main St 80751
 (Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the West side of Cfx Rd 33
 _____ Feet _____ of _____
 (Direction) (Street)
9. Postal Delivery Area Stirling School District RE-1 Valley
10. Total Acreage 10 Zone Ag Number of Lots 1
11. Tax Map Designation: Section/Township/Range 3-7-53 Lot(s) _____
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
 If so, list Case No. and Name _____
13. Is Deed recorded in Torrens System: Number _____
14. Is Deed recorded in General System: Book 989 Page 931
15. Current Land Use: Agriculture
16. Proposed Use of Each Parcel: Dwelling Site

FRITZLER, CHRIS A. & REBECCA
 Subdivision Exemption 2021
 10 Acres NE4 3-7-53

17. Proposed Water and Sewer Facilities: Domestic Well

18. Proposed Public Access to each new parcel: Easement off of CR 33

19. Reason for request of this exemption (may use additional pages): Selling Land to Son
for dwelling

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Chris A. Fritzler
(Applicant Signature)

Mailing Address:

13579 Corone Rd

Sterling, CO 80751

FRITZLER, CHRIS A. & REBECCA
Subdivision Exemption 2021
10 Acres NE4 3-7-53

MY COMMISSION EXPIRES:

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-
Three (\$23.00) two pages - separate check for recording fee.

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

FRITZLER, CHRIS A. & REBECCA
Subdivision Exemption 2021
10 Acres NE4 3-7-53

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)