



## **AGENDA**

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

**Call to Order**  
**Pledge of Allegiance**  
**Revisions to Agenda**  
**Consent Agenda**

Approval of the Minutes of the March 16, 2021 meeting.

Approval of an application for renewal of a Retail Liquor Store liquor license on behalf of Reata Liquors at 29525 Highway 55 & I-76, Crook, Colorado.

### **Unfinished Business**

Consideration of the award of the proposal 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.

Consideration of the award of the bid for the purchase of a water conservation system and plumbing supplies for the Logan County Jail.

### **New Business**

Consideration of the approval of Resolution 2021-12 opposing Ballot Initiative 16 in order to protect our livestock industry.

The Board will open a public hearing for consideration of the approval of Resolution 2021-13 approving the Final Plat for the Pickett Subdivision, Second Filing, which will consist of the platting of six (6) lots as shown on the Final Plat, located in a portion of the South Half (S2) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado.

### **Other Business** **Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, April 6, 2021, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**  
**Adjournment**

March 16, 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  
Jane Bauder  
Joseph A. McBride

Chairman -Absent  
Commissioner  
Commissioner

Also present:

Alan Samber  
Pamela M. Bacon  
Marilee Johnson

Logan County Attorney  
Logan County Clerk  
Tourist Information Center Director/County Public  
Information Officer  
Emergency Management  
Logan County Planning and Zoning  
Logan County Finance

Jerry Casebolt  
Rob Quint  
Debbie Unrein  
Chris Fritzler  
DJ Gleason  
Adam Richardson  
Brandon Smith  
Marvin Shelbourn  
Dave Appelhans  
Jeff Rice

NextEra

NextEra  
MDR Corp.

Journal Advocate

Vice Chairman Bauder called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Vice Chairman Bauder asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- 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.

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

Vice Chairman Bauder continued with New Business:

The Board opened 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.

- MDR Cooperation in the amount of \$48,332.00
- Asbestos Abatement Inc in the amount of \$34,791.00

Commissioner McBride recommend to accept the bids and refer the bids to Dave Appelhans for consideration and review back to the board.

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

- Dahl of Sterling in the amount of \$100,571.19
- I-Con in the amount of \$74,565.18

Commissioner McBride recommend to accept the bids and refer them to Chance Wright at Logan County Buildings and Grounds for consideration and recommendation back to the board.

Commissioner McBride moved to approve Resolution 2021-8 concerning amendments to the Logan County IRC Section 125 Flexible Benefits Plan. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve the 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.

Commissioner Bauder seconded and the motion carried 2-0.

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

Vice Chairman Bauder opened 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. Vice Chairman Bauder hearing no additional comments, closed the public hearing.

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

Vice Chairman Bauder opened 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. Vice Chairman Bauder hearing no additional comments, closed the public hearing.

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

Vice Chairman Bauder opened 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. Vice Chairman Bauder hearing no additional comments, closed the public hearing.

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

The next meeting will be scheduled for Tuesday, March 30, 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 30, 2021

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Jane Bauder, Vice Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder



**REATA LIQUORS**  
**2170 EAST CHESTNUT STREET**  
**Sterling CO 80751**

Fees Due		
Renewal Fee		312.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$312.50

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

## Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name REATA LIQUORS INC.		Doing Business As Name (DBA) REATA LIQUORS		
Liquor License # 03-09893	License Type Liquor Store (county)	Sales Tax License # 042798880001	Expiration Date 05/13/2021	Due Date 03/29/2021
Business Address 29525 HIGHWAY 55 & I-76 Crook CO 80726				Phone Number 9708862900
Mailing Address 2170 EAST CHESTNUT STREET Sterling CO 80751			Email	
Operating Manager	Date of Birth	Home Address		Phone Number

- Do you have legal possession of the premises at the street address above? ☒ Yes ☐ No  
 Are the premises owned or rented? Owned ☐ Rented\* ☐ \*If rented, expiration date of lease 3/31/2028
- Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. Yes ☐ No ☒
- 3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes ☐ No ☒
- 3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes ☐ No ☒
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. Yes ☐ No ☒
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. Yes ☐ No ☒
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes ☐ No ☒
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes ☒ No ☐

Reata Liquors, 1305 N. Barlow Rd  
 Fort Morgan CO 80701





## Tax Check Authorization, Waiver, and Request to Release Information

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

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

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

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

Name (Individual/Business) <u>Kathy Sanger Reata Liquors</u>		Social Security Number/Tax Identification Number <u>524-80-4522 27-1894620</u>	
Address <u>2170 E. Chestnut St.</u>			
City <u>Sterling</u>		State <u>CO</u>	Zip <u>80751</u>
Home Phone Number <u>970-522-1499</u>		Business/Work Phone Number <u>970-522-0988</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Kathy Sanger</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Kathy Sanger</u>			Date signed <u>3/10/2021</u>
<b>Privacy Act Statement</b> Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).			

## Jennifer Crow

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**From:** Byron Pelton  
**Sent:** Monday, March 22, 2021 10:51 AM  
**To:** Jennifer Crow  
**Subject:** Fwd: Sunset Asbestos abatement

Byron H. Pelton  
Logan County Commissioner

Begin forwarded message:

**From:** Dave Appelhans <dappelhans@logancountyco.gov>  
**Date:** March 22, 2021 at 10:47:39 AM MDT  
**To:** Joe McBride <JMcBride@logancountyco.gov>, Byron Pelton <BPelton@logancountyco.gov>, Jane Bauder <JBauder@logancountyco.gov>  
**Subject:** Sunset Asbestos abatement

Board of Logan County Commissioners

Please accept the lowest bid Proposal from Asbestos Abatement Inc. @ \$34791.00. for the abatement of asbestos at Sunset Gardens. The Budget has \$25000.00 for abatement and removal. The City and County had committed \$20000.00 each to install a columbarium. We have each spent \$9948.00 to date, I have conferred with the city manager and he has indicated they would release the remaining \$10052.00 towards the abatement. If we add in the \$10052.00 we had set aside we will have sufficient funds to abate, demolish and remove the structure. We also have the funds from the Friends of sunset for future improvements around the site.

Thank you;  
Dave Appelhans  
Supervisor,  
Sunset Gardens



4750 S. Santa Fe Circle Ste 1  
Englewood, CO 80110  
AsbestosFree.com



**Asbestos Abatement, Inc.**  
303.794.4450  
www.AsbestosFree.com  
Licensed & Insured

Asbestos Remediation Estimate  
Prepared Exclusively For:

Sunset Memorial Garden Cemetery  
16339 CR 41  
Sterling, CO  
80751



Removal • Mold • Lead • Meth cleanup • Asbestos Removal • Mold • Lead • Meth cleanup • Asbestos Removal • Mo  
Asbestos Removal • Mold • Lead • Meth cleanup • Asbestos Removal • Mold • Lead • Meth cleanup • Asbestos Rem

303.794.4450

4750 S. Santa Fe Circle Ste 1  
Englewood, CO 80110  
AsbestosFree.com

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Sunset Memorial Garden Cemetery  
16339 CR 41  
Sterling, CO  
80751

Dear Dave,

I want to thank you for the opportunity to submit this abatement quote.

Asbestos Abatement, Inc. has considerable experience and knowledge cleaning toxic environments.

We hope to hear from you soon and please do not hesitate to call anytime with questions.

Thank you again for this opportunity.

Sincerely,

Jay Walsh  
Estimator  
Asbestos Abatement, INC  
720.225.7085  
[jay@asbestosfree.com](mailto:jay@asbestosfree.com)



## **Scope of Work:**

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### **OVERALL:**

- All permitting and clearance costs **ARE** included within this abatement proposal.
- All content will need to be removed from the work area(s) by others prior to the start of abatement.
- This is a permitted job that will have air clearance testing by an Industrial Hygienist to clear the project.
- All abatement will be done in accordance with Regulation 8 of the CDPHE.

### **MAJOR SPILL AND ABATEMENT**

- Remove ACM 9x9 tile and mastic in middle bedroom, office, lobby, waiting room, hallway and north bathroom.
- Remove ACM 12x12 mastic in kitchen and center bathroom.
- Remove ACM drywall walls and ceilings throughout the building.
- Remove ACM block patch on exterior NW corner of building.
- Remove furnace and ducting and dispose of as waste.
- Remove attic/wall insulation and dispose of as waste.
- Remaining contents will be deemed non-salvageable and will be disposed of as ACM waste.

### **\*Note\***

We will need to shut off the furnace during asbestos removal because the furnace or cold air return is inside or close to our containment. If the weather is warm, you may not have a/c. If the weather is cold, you will not have heat or water may freeze. The house will need to be winterized (water drained) to prevent pipe freezes, and the cost is not included in this quote. Please call us anytime if you have questions about the process.

Decontamination Chamber Location:

Per regulation 8, we are required to have an area at the entrance to our containment that facilitates the entrance and exit of the workers, asbestos waste and a shower area for the workers. There is also the need to place some small pieces of equipment directly outside of the decontamination chamber such as, a small pressure manometer, small water heater unit and water filtration unit.

The total amount of space that will be required for the decontamination chamber enclosure in this project will be approx. ten feet by ten feet (10' by 10').

The location of the decontamination chamber will be out East main entrance under covered steeple.  
Hard barrier will be needed for decontamination chamber.

Project Notes:

- **Component Removal refers to the complete removal of a given item. In the case of asbestos wrap on ducting, we will remove the entire duct. It simply is not safe to try to scrape asbestos off of ducting.**
- **Importantly, after the removal of the ducting component, the property owner will be responsible for the replacement costs and installation coordination of new ducting components.**
- AAI is required by State Regulations to erect a containment encompassing work areas and maintaining constant negative air pressure inside containment. This containment is erected utilizing a combination of high-strength tape and staples. During removal of containment, damages can and will happen to wallpaper, paint, texture, paneling, cabinet finishes etc. AAI cannot be held responsible for any damages incurred.
- During cold weather if the furnace needs to be shut off during abatement, the occupants will need to vacate the structure and a qualified plumber will need to winterize the waterlines and drains from freezing. This will be the responsibility of the contractor/property owner.
- This proposal does not include prevailing wages, bid or performance bonds.
- There are no liquidated damages associated with this project.



**Preparation and Containment:**

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- All criticals will be covered properly.
- All walls, floors and ceilings will be covered where applicable.
- Negative air pressure will be established and continual throughout abatement.
- View ports will be available for visual monitoring.
- Asbestos Abatement will furnish all materials and qualified labor to complete the job.
- CDPHE strongly advises against peeling back paper on drywall for texturing. We adhere to those guidelines.
- All regulations will be followed at all times.
- This quote is good for 30 calendar days.
- **General Contractor/owner will provide water and power.**

**Pricing:**

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All labor and material included.....\$34,791.00

PAYMENT SCHEDULE: Payment is due when invoices are submitted.

Asbestos Abatement is covered by worker's compensation and General Liability insurance.

We are excited to start work, by signing below you are accepting the above stated bid and we will start work as soon as possible.

#### WHATS THE NEXT STEP?

If you wish to proceed with this proposal, we will need a few pieces of paperwork returned to us prior to being able to apply for a permit and conduct scheduling.

Step 1 - Sign and return the bid authorization on this bid document.

Step 2 – Complete the forms on the following addendum(s).

- **Addendum A – Important Disclaimers**

If you have any questions on the following forms, please feel free to contact our office manager, Jen Egelman at **303-931-2335**.

We are excited to start work, by signing below you are accepting the above stated bid and we will start work as soon as possible.

Feel free to call anytime with any questions or concerns. I can be reached at **720.225.7085**.

Payment is due when invoices are submitted. Invoiced balances bear interest at 2% per month. If collection action is required, attorney's fees and all costs of collection become payable as additions to the invoiced balance.

**Please send entire contract back.**

**Different ways to send back to us:**

**Bids@AsbestosFree.com**

**Fax: 303.845.9032**

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Jay Walsh  
Estimator, Asbestos Abatement, Inc.

ADDENDUM A – DISCLAIMERS  
IMPORTANT DISCLAIMERSPLEASE SIGN AND RETURN  
ADDENDUM A – DISCLAIMERS**IMPORTANT DISCLAIMERS**PLEASE SIGN AND RETURN  
Questions? Please call 303-794-4450

The State of Colorado requires us to use anywhere from 4 to 14-millimeter-thick plastic to form a 'bubble' around the area in which we work. This amount of plastic becomes very heavy, so it is necessary to use heavy duty tape and/or staples. We take every precaution possible to prevent damage such as using blue painters' tape (where possible), limiting our use of staples, and taking as much care as possible to remove the tape and staples when finished. Asbestos Abatement, Inc. holds no liability regarding damage caused from our containment setup. **I understand that every attempt will be made to protect paint, flooring, wall surfaces, but IT IS likely there will be paint peeling, staple holes, and tape residue remaining after our work.**

X \_\_\_\_\_

Please have ALL items removed from the area of work prior to our arrival. This includes any furniture, clothing, valuables, toiletries, etc. All cabinets within our work area MUST be cleared out (Dishes, Sundry Foods, Silverware, etc.). If we remove cabinets, we cannot be responsible for any damage that may occur. I understand that if AAI has to remove items in order to complete their work I may be subjected to additional fees or work can be delayed until I can have said items moved. I agree to give AAI five (5) business days notification to allow them to schedule moving company if needed.

**I understand that ALL items need to be removed from the area of work prior to our arrival.**

X \_\_\_\_\_

All HVAC vents will be covered with plastic during our work. If abatement is being performed around the HVAC system however, the entire system will need to be shut off throughout the duration of the project. **During cold weather**, if the furnace needs to be shut off during abatement, the occupants will need to vacate the home and a qualified plumber will need to winterize the waterlines and drains from freezing. **This will be the responsibility of the contractor/home owner.** If necessary, it is the responsibility of the homeowner to provide heat or cold air into the property to prevent damage. **I understand that the furnace must be shut off if it is inside the abatement, and Asbestos Abatement, Inc is not responsible for providing alternative heat sources and Asbestos Abatement, Inc. holds no liability regarding broken pipes due to the cold, items that melt due to the heat, etc.**

X \_\_\_\_\_

Failure to replace the flue duct or operate the unit without a properly installed flue duct can cause permanent brain damage or even death. **I agree that if the furnace or boiler flue is to be removed, the furnace MAY NOT be turned back on until a new flue is installed.**

X \_\_\_\_\_

All Pets must be secured away from the work area(s) during the entire abatement process.

X \_\_\_\_\_

Asbestos Abatement Inc.'s insurance policy will not allow us to reinstall dishwashers, toilets, washing machines or any appliance or electrical fixture. If the hot water heater needs to be turned off during abatement, we are not responsible for relighting or reactivating the unit. **It is the owner's responsibility to hire an appropriate contractor as necessary.**

X \_\_\_\_\_

During the course of the abatement process, it may be necessary to remove various light fixtures, ceiling fans and other fixed items, like, but not limited to radiant heat covers. Asbestos Abatement, Inc. is not liable for any damage that may occur during the removal of these items and is not responsible for any re-attachment or re-installation.

X \_\_\_\_\_



Is this property slated to be demolished? YES / NO

If so, the asbestos inspection report is required to be sent over to us prior to our ability to permit or start this project in order to ensure all necessary materials have been tested and are going to be removed.

X \_\_\_\_\_

We need access to electricity and water for our work. Please make sure that a minimum of 3 outlets are in good working order, and that water is easily accessible.

X \_\_\_\_\_

**Asbestos Material Left Behind** – there are instances when the scope of removal of asbestos material (texture, flooring, TSI) from a property will result in some asbestos material still remaining after our work is complete. For example, if we were to remove all asbestos ducting from the basement utility room, there could still be asbestos ducting presence in other areas of the home or even within the wall cavities that would still be potentially hazardous, if disturbed. Another example would be with the scraping of asbestos ceiling popcorn texture. The removal of texture from a living room could still leave asbestos material behind on the ceilings in an adjacent hallway, bedroom, etc. Disturbance of any asbestos material left behind could pose a hazard to property and/or the occupants. Please use caution when interacting and/or disturbing any of these remaining materials.

X \_\_\_\_\_

We ask that if you need to cancel or reschedule us, please give us a 72 hour notice or you may be charged a \$100 cancellation fee. Private party projects are subject to a 50% deposit before the start of the project and the remaining 50% due upon completion.

X \_\_\_\_\_

Our equipment consists of trailers and vehicles that we may need to pull up on your driveway. They don't leak oil, as we maintain our fleet, but if the cement is old or freshly poured, the cement may crack. If you have a freshly poured driveway (under 1 year old) please let us know so we can park in the street. We cannot assume liability from cracking cement. If we leak oil, that is our responsibility.

X \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT ADDRESS: \_\_\_\_\_

## Bid Document

Bidding Contractor MDR Corporation  
Representative Marvin Shelbourn  
Address 8751 I-76 Frontage Road  
City Henderson State CO Zip 80640  
Office Phone Number 303-457-0502  
Fax Number 303-457-0506  
Cell Number 720-581-4641  
Email MDR.Marvin@live.com  
Colorado License Number GAC No: 71

### 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.

\$ 48,332.00

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

Company Name: MDR Corporation

Authorized Signature: 

Print Name: Marvin Shelbourn

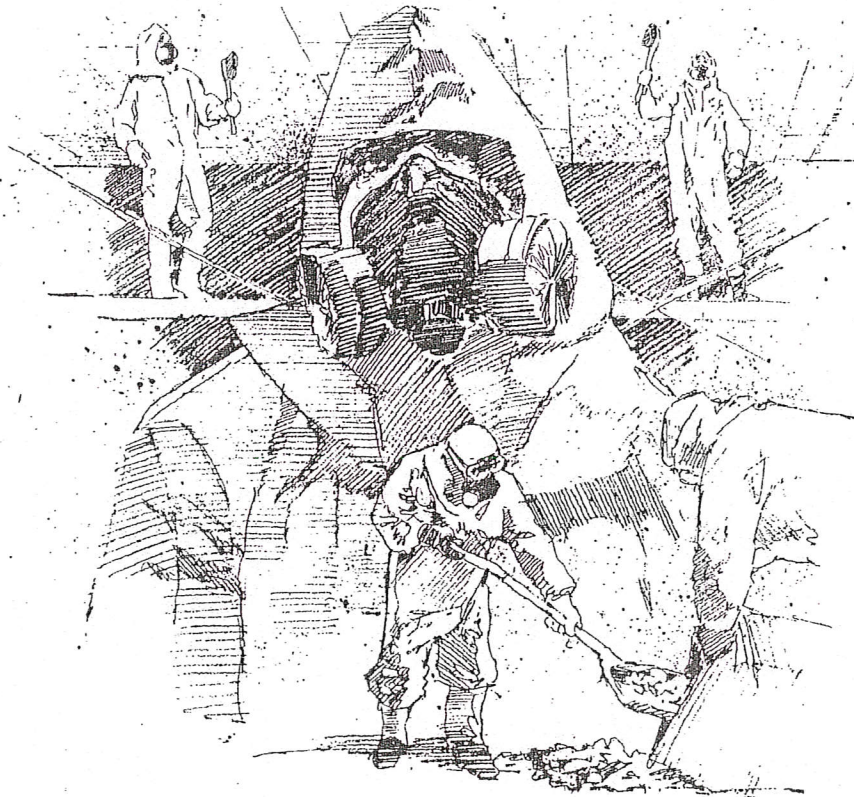
Date: 3/16/21

Sunset Memorial Gardens Building - Owner will need to sign the  
Asbestos Project Manager Waiver.



MDR CORPORATION

# STATEMENT OF QUALIFICATIONS



"YOUR SOLUTION TO ENVIRONMENTAL HAZARDS"

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- Contact Information
- Qualifications
- Professional References
- Resumes & Certifications
  - o Resume, Marvin Shelbourn
  - o Resume, Paula Armijo
  - o Abatement Supervisor Certification, Nicolas Gonzales
  - o Abatement Supervisor Certification, Timothy Jauregui
- Insurance & Licenses
  - o Certificate of Good Standing
  - o Colorado State GAC License
  - o Insurance Certificates



## WELCOME

We, the board of directors for MDR Corporation would like to thank you for inquiring about our services. As you read through our Statement of Qualifications we are certain it will parallel with your expectations.

Structured to offer a diverse range of environmental contracting services, MDR's ingenuity and proficiency has developed an operable foundation. Perhaps this is why our client list is growing on a daily basis.

As property owners and building managers become aware of environmentally sensitive issues such as asbestos, lead, and various mold threats, it can be difficult dealing with these overwhelming issues.

Currently, there are resolutions available through some form of remediation. The choice is critical. MDR's professional staff supported by EPA certified technicians can provide assistance to resolve or eliminate these liabilities. MDR's success is committed to accepting our client's risk and providing them with exceptional service.

Upon entering into a contracted agreement with a client to provide our services, MDR Corporation will get the work scheduled to begin as soon as it is feasible for all parties involved. In most instances, there will be a two-week waiting period for any work that requires an asbestos abatement permit.

Thank you,

The Board of Directors

## CONTACT INFORMATION

MDR Corporation  
8751 I-76 Frontage Road  
Henderson, CO 80640

Phone: 303.457.0502  
Fax: 303.457.0506

Marvin Shelbourn, President – email: [mdrmarvin@live.com](mailto:mdrmarvin@live.com)

Paula Armijo, Office Manager – email: [mdrpaula@live.com](mailto:mdrpaula@live.com)

## **QUALIFICATIONS**

**MDR CORPORATION** incorporated in 1988 in the state of Colorado to assist building owners and operators in the proper management and abatement of hazardous containing building materials. Specializing in the field of Asbestos and Lead Based Paint abatement, MDR provides a comprehensive service at a minimal cost. As a result, we have developed long-term relationships with our clients.

**MDR CORPORATION'S** job site technology is based on years of proven operating policies and procedures. MDR has completed projects ranging from a few hundred dollars to over \$300,000. MDR has performed work for numerous School Districts throughout Colorado and Wyoming. You can rely on MDR Corporation for the utmost in safety, dependability, and quality.

**MDR CORPORATION'S** professional staff offers our clients more than 3 decades of combined hazardous abatement related experience. This experience is highlighted by technical degrees, certifications, plus a continuing commitment to personal education and service to the industry. The professional staff is supported by certified technicians trained to utilize the "state of the art" technology to minimize cost and reduce the hazards.

**MDR CORPORATION'S** insurance is among the best available in the industry today. We provide our clients with a basic coverage of \$1,000,000 of asbestos specific liability insurance, with excess coverage available to \$2,000,000. This policy is written on an occurrence basis and is most competitive.

**MDR CORPORATION'S** success is committed to accepting our client's risk and offering them a diverse range of environmental contracting services. Don't hesitate to call; let us take this opportunity to get acquainted.

**"YOUR SOULUTION TO ENVIRONMENTAL HAZARDS"**

## PROFESSIONAL REFERENCES

Weecycle Environmental Consulting, Inc.  
1208 Commerce Ct. #5B  
Lafayette, CO 80026  
303- 413-0452

Delta Disaster Restoration Services of Denver  
5535 W. 56<sup>th</sup> Ave. #104  
Arvada, CO 80002  
303-933-4888

Wattle & Daub Contractors  
8 Gibbs Road  
Laramie, WY 82070  
307-460-3782



## **RESUMES & CERTIFICATIONS**

MDR Corporation's dedicated staff offers our clients more than 30 years of professional hazardous abatement related experience. This experience is highlighted by technical degrees and certifications, plus a continuing commitment to personal education and service to the industry.

The professional staff is supported by EPA/OSHA certified technicians trained to utilize the "state of the art" technology to minimize cost and reduce the hazards.

**Marvin Shelbourn, President** – email: [mdrmarvin@live.com](mailto:mdrmarvin@live.com)

- MDR Corporation, est. 1988

**Paula Armijo, Office Manager** – email: [mdrpaula@live.com](mailto:mdrpaula@live.com)

- Employed with MDR Corporation since 2013

**Nicolas Gonzales, Site Supervisor**

- Employed with MDR Corporation since 1993

**Timothy Jauregui, Site Supervisor**

- Employed with MDR Corporation since 2007



## 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](mailto: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 Grahm 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.





March 18, 2021

Board of County Commissioners  
315 Main Street  
Sterling, CO 80751

RE: Water Conservation System Bid and Plumbing Supplies for Jail/Detention Center

Dear Commissioners:

I recommend accepting the I-CON bid in the amount of \$74,565.18 for the water conservation system and plumbing supplies for installation in the Jail/Detention Center. With the amount budgeted for this project and the Repair and Maintenance/Jail Related line item, there are sufficient funds set aside in the Buildings and Grounds budget for 2021 to complete this project.

Sincerely,

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

Chance Wright  
Buildings and Grounds Supervisor

/jc





3100 Camp Road • Oviedo, FL 32765

## SALES QUOTE

Quote expires on 4/13/2021

Reference Quote Number When Ordering

Document Numbers	QTE00023938 / Master 40076
Document Date	1/13/2021
Customer ID	LOGA003
PO Number	
Payment Terms	NET 30
Job Name	Logan County
Customer Tax ID	

### BILL TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

### SHIP TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

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 &amp; 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

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3100 Camp Road • Oviedo, FL 32765

## SALES QUOTE

Document Numbers	QTE00023938 / Master 40076
Document Date	1/13/2021
Customer ID	LOGA003
PO Number	
Payment Terms	NET 30
Job Name	Logan County
Customer Tax ID	

Quote expires on 4/13/2021  
Reference Quote Number When Ordering

### BILL TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

### SHIP TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

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>	UPS GND	214 Each
SEN-1601-002 <i>TruTOUCH Sensor; Assembly; w/ LED; with 2' Water-Tight Lead, nut and washer</i>	UPS GND	92 Each
WR-SEN-WT-6C-006 <i>Cable; LED Sensor; 6 Conductor; 006'; Gray Water-Tight Connector; Gray 6C jacket</i>	UPS GND	77 Each
WR-SEN-WT-6C-015 <i>Cable; LED Sensor; 6 Conductor; 015'; Gray Water-Tight Connector; Gray 6C jacket</i>	UPS GND	15 Each
SEN-1501-002 <i>TruTOUCH Sensor Assembly; Standard; with 2' Water-Tight Lead, Nut &amp; Lock Washer</i>	UPS GND	129 Each
WR-SEN-WT-4C-006 <i>Cable; Sensor; 006'; Gray Water-Tight Connector; Gray 4C jacket</i>	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
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 &amp; Friction Washers; Rough Brass</i>	UPS GND	63 Each

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3100 Camp Road • Oviedo, FL 32765

## SALES QUOTE

Document Numbers	QTE00023938 / Master 40076
Document Date	1/13/2021
Customer ID	LOGA003
PO Number	
Payment Terms	NET 30
Job Name	Logan County
Customer Tax ID	

Quote expires on 4/13/2021

Reference Quote Number When Ordering

### BILL TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

### SHIP TO

Logan County Justice Center  
110 Riverview Road  
Sterling, CO 80751  
United States

Contact: Chance Wright  
Phone: (970) 520-9919

Item Number	Ship. Mthd.	Qty.
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.

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Subtotal	\$74,565.18
Miscellaneous	\$0.00
Tax	\$0.00
Shipping and Handling	\$0.00
Trade Discount	\$0.00
Total	\$74,565.18

Unless otherwise stated, quote does not include shipping and handling and is FOB Origin, Freight Prepaid and Add.

## Terms and Conditions

### Prices

Prices of I-CON's products are subject to change without notice. Quotations are conditioned upon acceptance within 90 days unless otherwise expressly stated in the quote and are subject to correction for typographic or clerical errors. All prices quoted exclude sales, use, excise and other taxes. Unless a proper exemption certificate is furnished to I-CON, all such taxes shall be paid by the Buyer to I-CON at the time of payment.

### Installers

I-CON may quote all potential installers on any project presented to I-CON. However, notwithstanding anything to the contrary herein, I-CON shall require all installers to become an "I-CON Certified Installer" prior to allowing such installers to place sales orders for I-CON products. Learn more about becoming an I-CON Certified Installer by calling the I-CON customer service department.

### Terms and Conditions of Payment

Terms of payment are Net 30 from date of invoice unless otherwise stated. Terms are subject to credit approval. Past due accounts will be subject to a 2% per month service charge from the date of the invoice or the maximum percentage allowed by law, whichever is less. If any proceedings be instructed by or against Buyer under any bankruptcy or insolvency law, or if Buyer shall fail to make timely payment on this or any other order, or if, in I-CON's judgment, Buyer's financial situation justifies such action, I-CON may, at its election, require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If Buyer delays completion of manufacture, I-CON may elect to require payment according to percentage of completion. Equipment held for Buyer shall be at Buyer's risk and expense. In all cases, regardless of partial payment, title to the Products shall remain in I-CON until payment for the Products (including any notes given therefore) has been made in full. Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All credit card orders are subject to approval prior to shipment.

### Minimum Order Amount

Minimum invoice amount is \$50.00.

### Delivery

Domestic shipments within the USA are F.O.B. Origin, Freight Prepaid & Add from factory, or other designated shipping point determined by I-CON. International shipments are F.C.A. Oviedo, Florida, USA. Any shipment or delivery dates quoted by I-CON are estimated. I-CON shall be obligated to use reasonable efforts to meet such dates. I-CON will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder. I-CON will be entitled to refuse to make, or to delay any shipments of its products if Buyer shall fail to pay when due any payment owed by it to I-CON, whether under this or any other contract between I-CON and Buyer.

### Claims and Shortages

F.O.B. factory shipments are the full responsibility of the Buyer. Losses or damages must be reported to the carrier immediately. I-CON will file freight claims on FFA orders if the Buyer complies with the following within (5) five days of receipt of shipment; inspect shipment immediately, have delivering carrier inspect shipment, file inspection report with carrier, and send a copy to I-CON. No claim for failure to receive shipment or shortage will be honored unless I-CON is notified immediately upon receipt of invoice or within five working days of receipt of shipment, whichever is sooner.

### Return Materials Authorization

No materials shall be returned without a Return Materials Authorization (RMA) from I-CON's customer service department. Returns must reference the RMA number and be shipped freight prepaid or the shipment will not be accepted. Returns for credit shall be subject to a 25% handling/re-stocking charge. Any cost associated with restoring product to saleable condition will be deducted from the credit along with any outgoing freight charges paid by I-CON. Non-stock, custom fabrications, and stainless steel fixtures and equipment are non-returnable. An RMA credit will not be issued for less than \$100.00 unless material is proven defective.

### Specifications

I-CON has made reasonable efforts to quote its products which are equal or superior to those specified by Buyer or other third party, and such quote is based on I-CON's interpretation of the specifications provided. Therefore, I-CON is not liable for any discrepancies related to the foregoing. I-CON cannot guarantee or ensure the approval of its products by any architects, engineers, or owners, and I-CON hereby refers Buyer to such professionals for their direct approval. Any pricing provided by I-CON related to a pre-determined specification, is based on the quantities, models, and options listed on the plans and specifications provided to I-CON, and any modifications, amendments or additions thereto, shall require a revised quote from I-CON. I-CON may require approved submittals to be provided to I-CON's engineering department in writing before a sales order will be accepted. All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing to I-CON for review, and the Buyer shall be subject to charges incurred due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.

### Limited Warranty

See I-CON's official Limited Warranty Coverage. Any extended warranties provided by I-CON, and purchased by Buyer, shall be as noted on the quotation and/or sales order.

Approved and Accepted by Buyer (Sign and Return)

QTE00023938

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Payment Method

☐ Purchase Order: \_\_\_\_\_ ☐ Credit Card (Provide when order is placed)

// PLEASE VERIFY THAT THE BILL TO AND SHIP TO INFORMATION LISTED ON THE QUOTE IS CORRECT BEFORE PLACING ORDER //

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## 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.



## RESOLUTION

No. 2021- 12

### OPPOSING BALLOT INITIATIVE 16 IN ORDER TO PROTECT OUR LIVESTOCK INDUSTRY

**WHEREAS**, on March 17, 2021, a citizens initiative entitled “Protect Animals from Unnecessary Suffering and Exploitation (PAUSE) was approved by the Title Board of the Colorado Secretary of State for petition to the November 2022 General Election as Initiative 16; and

**WHEREAS**, the initiative is an industry killing effort that will disrupt all aspects of meat production, sales, and export; and

**WHEREAS**, the initiative criminalizes farmers, ranchers and veterinarians who use accepted animal husbandry practices to care for animals; and

**WHEREAS**, the initiative changes state statutory language to define common animal care practices as cruelty to animals; and

**WHEREAS**, the initiative bans slaughter for animals that have lived less than 25 percent of their “natural” life span; and

**WHEREAS**, the initiative criminalizes the following veterinary and animal husbandry practices: spaying and neutering, birthing assistance, reproductive practices (artificial insemination, pregnancy diagnosis, fertility testing), etc.; and

**WHEREAS**, the initiative eliminates accepted animal husbandry practices, opening the door to animal cruelty prosecution for common and basic practices such as feeding, sheltering and transportation; and

**WHEREAS**, Logan County is the third largest agriculture producing county in the state, with approximately \$617.9 million in production; and

**WHEREAS**, the economic impact to farmers, ranchers, meat cutters, veterinarians and other related industries would be tremendous and negative; and

**WHEREAS**, it has been reported that even the Governor of Colorado agrees that the PAUSE initiative would “hurt Colorado, and destroy jobs”; and

**WHEREAS**, this Board abhors the infliction of needless suffering of animals and recognizes that our cattle and livestock producers take great effort to treat their animals humanely.

**THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Logan County, Colorado, that the Board opposes this Initiative and urges the Governor of Colorado and Commissioner of the Colorado Department of Agriculture to continue to do the same; and

**BE IT FURTHER RESOLVED**, this Board urges all citizens of Logan County to decline to sign any petition that supports placing Initiative 16 (PAUSE) on the November 2022 ballot and also encourages all Logan County citizens to educate our urban cousins about the importance of agriculture to the entire State of Colorado; and

**FINALLY, BE IT RESOLVED**, that all people that care about the well-being of animals – be they livestock, pets, service animals, or other – take action to defeat this measure if it does make the November 2022 ballot.

DONE on Tuesday, this 30th day of March, 2021.

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

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

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

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

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 the 30th day of March, 2021.

\_\_\_\_\_  
County Clerk and Recorder

**RESOLUTION**

**NO. 2021- 13**

**A Resolution approving the Final Plat for the Pickett Subdivision, Second Filing, which will consist of the platting of six (6) lots as shown on the Final Plat, located in a portion of the South Half (S2) of Section 13, Township 6 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado.**

**WHEREAS**, the applicant, Jeremiah Curtis, has submitted an application for the approval of the Pickett Subdivision, Second Filing, consisting of six (6) lots located in a portion of the South Half (S2) of Section 13, Township 6 North, Range 54 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, to be known as the Pickett Subdivision, all as more fully described on Official Plat No. 2021-13; and

**WHEREAS**, the applicant has previously installed public improvements to the satisfaction of the Logan County Planning, Zoning and Building Department that are consistent with the intended development of the subdivision, thereby obviating the need for a subdivision improvements agreement or surety for construction of public improvements; and

**WHEREAS**, the Logan County Planning Commission met on March 16, 2021, to consider the request to recommend approval of the Final Plat for the Pickett Subdivision, Second Filing, and by a unanimous vote the Planning Commission recommended approval of the Final Plat; and

**WHEREAS**, the Board of County Commissioners of Logan County met in regular session March 30, 2021, and conducted a public hearing to consider approval of the Final Plat; and

**WHEREAS**, all notices and posting requirements for hearing on the application for the subdivision plat approval were properly given, and the statements of interested persons were received.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application of Jeremiah Curtis, for the approval of the Final Plat for the Pickett Subdivision, Second Filing, identified as Official Plat No. 2021-13, is hereby APPROVED, subject to the following condition:

The applicant shall be responsible for complying with all conditions or requirements set forth in the Logan County Subdivision Regulations.

**DONE** on Tuesday, this 30th day of March, 2021.

LOGAN COUNTY BOARD OF 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 the 30th day of March, 2021.

\_\_\_\_\_  
County Clerk and Recorder



**SUBDIVISION FINAL PLAT APPLICATION**  
**(To be filed in duplicate)**  
**(Incomplete Applications will not be accepted)**

Date 3/17/21

Major X

Minor \_\_\_\_\_

1. Name of Subdivision Pickett Subdivision
2. Name of Applicant Jeremiah Curtis Phone 970-466-0670  
Address 11535 Hwy 6, Merino, CO. 80741  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent Jeremiah Curtis Phone Same  
Address Same  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record William Pickett Phone 970-231-8535  
Address 11719 Hwy 6, Merino, CO. 80741  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Engineer N/A Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert-McAtee Phone 970-522-1960  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney Brammer Law Phone 970-521-0700  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Location: on the North side of Hwy 6  
2500 Feet South of C.R. 25  
(Direction) (Street)
9. Postal Delivery Area 80741 School District RE-4
10. Total Acreage 37 Zone A Number of Lots 6
11. Tax Map Designation: Article 411 Lot(s) 6

**PICKETT SUBDIVISION**  
**Phase 2-2021- 6 Lots**  
**S2 Section 13-6-54**

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

If so, list Case No. and Name \_\_\_\_\_

13. Date of sketch plat approval N/A

14. Date of preliminary plat approval 3/16/21

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

List all contiguous parcels in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

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

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

STATE OF COLORADO           )  
  ) SS:  
COUNTY OF LOGAN           )

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

\_\_\_\_\_  
(Signature)

Mailing Address \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(County) (State) (Zip  
Code)

Subscribed and sworn to before me this day of \_\_\_\_\_

MY COMMISSION EXPIRES:

**PICKETT SUBDIVISION**  
**Phase 2-2021- 6 Lots**  
**S2 Section 13-6-54**

Pd. 1,150.<sup>00</sup> 1/7/21  
# 1369

STATE OF COLORADO       )  
  ) SS:  
COUNTY OF LOGAN       )

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

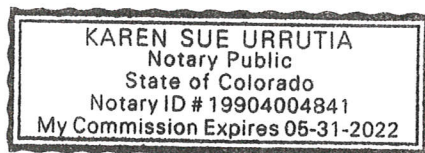
William T. Pickett

Mailing Address 11719 Hwy 6  
(Street)

Logan Colo 80741  
(County) (State) (Zip)  
Code)

Subscribed and sworn to before me this day of January 7, 2021

MY COMMISSION EXPIRES: 5-31-22



Karen Sue Urrutia

**PICKETT SUBDIVISION**  
Phase 2- 2021- 6 Lots  
S2 Section 13-6-54

FOR COUNTY USE:

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR  
Twenty-three Dollar (\$23.00) two pages – Separate check for Recording fee

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: ☒ Approval \_\_\_\_\_ Denial

Recommended Conditions of Subdivision Final Plat Approval: \_\_\_\_\_

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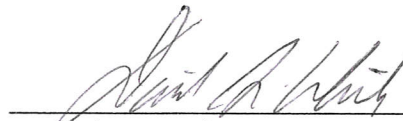
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Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Final Plat Approval: \_\_\_\_\_

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Date Granted: \_\_\_\_\_

Date Denied: \_\_\_\_\_

## PICKETT SUBDIVISION

Phase 2- 2021- 6 Lots

S2 Section 13-6-54

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)