



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 4, 2025 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of February 18, 2025 meeting.

Unfinished Business

The Board will review the bids and recommendations regarding the Lawn Mowing/Maintenance services.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Buffalo Public Schools Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on March 29, 2025.

Consideration of the approval of an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for production of a Professional Bull Riding event on Tuesday, July 29, at the 2025 Logan County Fair.

Consideration of the approval of an agreement between Logan County and Tallgrass Energy and issuance of Right of Way Permit Number 2025-2 for use of the County Right of Way under County Road 45 for an electric line.

Consideration of the approval of a five-year extension rider to the Lease Agreement between Logan County and the State of Colorado Board of Land Commissioners for lease of state land in Sec. 11, T7N, R51W of the 6th PM for the purpose of operating the county-operated non-profit television translator tower and facilities.

Consideration of the approval of a third amendment to the voting system and managed services agreement by and between Logan County and Dominion Voting Systems, Inc. to add a ballot on demand printer for the Logan County Clerk's Office.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, March 18, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

February 18, 2025

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

Mike Brownell	Chairman
James T. Yahn	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Coordinator
Rob Quint	Planning and Zoning
Dave Conley	Lodging Tax Board
Rick Cullip	Logan County Buildings and Grounds
Dave Hutt	

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

Chairman Brownell asked if there were any revisions to the agenda. Hearing no revisions, Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of February 11, 2025.
- Acknowledge receipt of the Treasurer's report for the month of January 2025.
- Acknowledge receipt of the Clerk and Recorder's report for the month of January 2025.
- Acknowledge receipt of the Sheriff's Fee report for the month of January 2025.
- Acknowledge receipt of the Landfill Supervisor's report for the month of January 2025.

Commissioner Sonnenberg moved to approve the consent agenda. Commissioner Yahn pointed out that Mike Brownell name is misspelled and with that correction Commissioner Yahn seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

The Board opened proposals for the Lawn Mowing/Maintenance services.

- Dave Hutt Mowing Services

Commissioner Sonnenberg moved to forward the proposal to Rick Cullip from Buildings and Grounds for his recommendation at the next meeting in two weeks. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve the Logan County Lodging Tax Board project for the Tourist Information Director Salary in the amount of \$33,000.00 and authorize the chairman to sign. Commissioner Yahn seconded, and the motion carried 3-0.

Dave Conley from the Logan County Lodging Tax Board addressed the board about investing the Lodging Tax Board money to earn interest on the money in that account.

Commissioner Sonnenberg moved to approve a contract between Logan County and Stormy Productions for live video streaming of the 2025 livestock shows during the Logan County Fair and authorize the chairman to sign. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an amended Software as a Service Agreement (SAAS) between Logan County and Tyler Technologies, Inc. for software for the Finance and Human Resources Departments, to include Financial Management, Accounting, Accounts Payable, Budgeting, Capital Assets, Cash Management, Purchasing, Human Resources Management, Human Resources and Talent Management, Payroll with Employee Access, Revenue Management and Accounts Receivable software and authorize the chairman to sign. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, March 4, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:47 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: March 4, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder



LAWN MOWING/MAINTENANCE SERVICE REQUEST FOR PROPOSALS

Logan County, Colorado, is seeking proposals from qualified individuals for lawn mowing and lawn maintenance at the following sites: Courthouse Square, 315 Main Street; Justice Center, 110 Riverview Road; Heritage Center, 831 N. Division Avenue and the Sunset Memorial Gardens Cemetery, 16339 County Road 41, Sterling, Colorado. Interested persons who have demonstrated an ability to provide similar services at comparable facilities are invited to submit proposals for any or all of the above facilities.

Specifications are available in the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751 or by calling 970-522-0888, Ext. 221.

Sealed proposals marked "Lawn Maintenance Proposal" will be accepted at the office of the Logan County Commissioners, until 5:00 p.m., February 14, 2025. Proposals received after this time will not be considered. Proposals should list all equipment and materials to be used at each site.

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

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

LOGAN COUNTY, COLORADO
REQUEST FOR PROPOSALS LAWN MOWING AND MAINTENANCE

Logan County, Colorado, is seeking proposals for lawn mowing and lawn maintenance at the following sites: Courthouse Square, 315 Main Street; Justice Center, 110 Riverview Road; and Logan County Heritage Center, 831 N. Division Avenue. A separate proposal may be submitted for mowing of the Sunset Memorial Gardens Cemetery. Interested firms or persons who have demonstrated an ability to provide similar services at comparable facilities are invited to submit proposals for any or all of the above facilities.

Scope of Services

Services for each of the above sites shall be in accordance with the following Scope of Services:

1. Mowing - All lawn areas must be mowed every seven (7) days during the growing season (April - October). Grass shall be cut to a length as recommended by Colorado State University Cooperative Extension Service, but no shorter than 1 1/2 inches nor longer than three (3) inches. Mower blades shall be kept sharp to prevent shredded grass tips that turn brown. There are to be no visible clippings after mowing and all grass must be removed by the contractor. Sidewalks and hard surfaces shall be swept or blown clean after each mowing, and all mowing debris and dead growth shall be removed from the site.

2. Trimming/Edging - Trimming shall be done along all walkways and hard surfaces, around trees, and any other areas every seven (7) days where necessary to maintain neat and trim appearance. Edging shall be performed 2 times during the growing season, as needed. Thatch over 1/2 inch in depth shall be removed from all turf areas once each fall.

The contractor shall provide at the contractor's sole cost all labor, equipment, and supplies required, including but not limited to mowers, trimmers, gasoline, waste disposal and transportation.

The contractor shall be flexible to work around community events that may be scheduled for the Courthouse lawn.

The contractor shall notify the County concerning problems with sprinklers or other issues with the grounds which need repair.

Sunset Memorial Gardens Cemetery

16339 County Road 41, Sterling, Colorado. Mowing of Sunset Memorial Gardens Cemetery, Entrance and Occupied (Buffalo Grass) areas of cemetery as needed due to moisture, April - September, estimated ten (10) times during the growing season, with special attention paid to timely mowing before Memorial Day weather permitting. Mowing unoccupied area (property perimeter) as needed due to moisture received, an estimated 7-10 times during the growing season.

County Option to Reject All Proposals

Logan County reserves the right to accept or reject any and all proposals and select the proposal which, in the judgment of the Board of County Commissioners, offers the best quality and best

satisfies the County's requirements. Logan County may elect where applicable, to award proposals on an individual site basis or on a combined site basis, whichever is most beneficial to Logan County.

Term of Contract

The term of the contract shall be for the duration of the annual growing season, which may consist of a period of approximately 7 months (commencing April 1, 2025, or as soon thereafter as lawn growth begins, through the end of the growing season, which in any case will occur no later than October 31, 2025) and shall contain a two-year renewal option for the 2026 and 2027 growing seasons which may be exercised by the parties upon mutual agreement prior to expiration of the initial contract term. Any contract may be canceled or terminated at any time by the County without cause, upon providing at least 30 days written notice to the contractor. The contract may otherwise be terminated for cause, including, without limitation, the failure of the Board of County Commissioners to appropriate funding for the contract for any subsequent fiscal year.

Payment Date and Right of Set-off

Payment for services performed shall be made in equal installments on or before the 10th day of the month for services performed in the prior month. Logan County reserves the right to set-off and deduct from the monthly payment otherwise due the following sums for any instances of the contractor's failure to timely perform the services described in the Scope of Services:

For any week where grass is not mowed or edges trimmed at any site, the sum of \$100 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

For any week where sidewalks, concrete or other hard surface areas are not swept and cleaned after mowing/trimming at any site, the sum of \$50 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

Insurance Requirements

Contractor shall procure and maintain during the duration of the contract, at contractor's sole cost, insurance policies with minimum limits not less than: (1) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability of \$500,000 combined single limit per accident for bodily injury and property damage; and (3) Workers Compensation coverage as required by the laws of the State of Colorado. Logan County **must be listed as an additional insured** on such policies and **contractor shall provide to County an acceptable Certificate of Insurance prior to the commencement of any services.**

The Contractor shall agree to hold harmless and indemnify Logan County against any and all claims, suits, damages, costs or legal expense as a result of bodily injury or property damage resulting from the negligence of the contractor. All policies of insurance carried by the contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which may be otherwise carried by Logan County.

Submission of Proposals

Sealed proposals marked "Lawn Maintenance Proposal" will be accepted at the office of the Logan County Commissioners, 315 Main Street, Sterling, Colorado 80751, until 5:00 p.m., February 14, 2025. **Proposals received after this time will not be considered.** Proposals should list all equipment and materials to be used at each site.

Daves Mowing & Maintenance

David K. Hutt
13701 Sunny Knolls Ln.
Sterling , Co.

Logan County Lawn Mowing & Maintenance Proposal
Logan County Courthouse
Logan County Justice Center
Heritage Center

Services included ;

Lawn Mowing on a weekly or by-weekly basis spanning from April thru October. We have cleaned up leaves as late as Thanksgiving on a weekly or by-weekly schedule or as requested by the customer. The mowing height is as recommended by Colorado State University Cooperative Extension Dept. In the spring during cooler temperatures we mow at 2" to 2 ½" tall and during the heat of the summer we mow as high as 3". We train our lawns up in height at a slow rate so it doesn't lay down and it gains rigidity. Trimming as needed as to not stress the lawn. Trimming along the sidewalks is not recommended due to the stress it will cause to the lawn and it will promote weed growth. The height of the lawn along the edges is needed due to the heat off the sidewalks. Grass Clippings are picked up and removed. We may mulch clippings if the finish appearance is acceptable. All lawn debris are blown off sidewalks as needed.

In the event that the properties can't be done on the scheduled day due to inclement weather we move them to the following day.

We have been edging sidewalks in the spring. Edging can be done for special events such as the parade , sugar beet days and any events if requested. We edge in the fall during the last mowing for a better winter time appearance if requested.

Cost Per Weekly Mowing: Logan County Courthouse \$ 300.00
 Logan County Justice Center \$ 75.00
 Logan County Heritage Center \$ 75.00
 Total Weekly Fee \$ 450.00

This is for the 2025 , 2026 , 2027 Mowing Season.

Payment for services performed shall be made as per invoice on or before the 10th day of each month for services performed the prior month.

Additionally the Courthouse Sidewalks will be edged 3 times a season at \$200.00 per edging

The curbing around the Courthouse block will be edged once a season at \$150.00 per edging

I would request that any mowing that needs to be done for a special event that I am notified 10 days in advance.

Spring cleanup start at or around Mar. 15th if weather will allow it. Lawns cleanup and cut better in the early spring when its dry. Shortmow which is similar to power raking but is healthier for the lawn. This process leaves approximately a 1/2" of thatch for root protection. After short mowing some lawns don't need mowing again till the last week of April depending on watering , fertilizing , or spring rains. This is good for the lawns and is cost effective. Shortmowing is an option to the county as for all of the lawns or selected ones.

Shortmowing is an option each spring

Cost for Shortmowing: County Courthouse \$400.00
 Justice Center \$ 90.00
 Heritage Center \$ 95.00
 Total \$ 565.00

Edging Sidewalks per cut

Courthouse \$200.00
 Justice Center \$50.00
 Heritage Center \$60.00

Equipment to each job sight 2- Walker mowers
 2- Stihl string trimmers
 1 ton dump truck 1 enclosed equipment trailer

We have been performing lawn maintenance in Sterling for 30 years.

We mow properties as large as Sterling Housing Authority and as small as Chamber of Commerce.

We are family owned and operated and treat all properties as if they are our own. Our present Customers know that we are on call at almost any time of the day or night.

Proof of insurance and fed. I D # can be presented at request.

Thank you very much for the opportunity to provide your lawn services

Dated-2-4-2025

A copy of this Proposal was issued to the Logan County Commissioners for consideration on 2-4-2025

County Commissioner

 David K. Hutt

Dave's Mowing & Maintenance

13701 Sunny Knolls Ln.

Sterling , Co. 80751

Home/Office / Cell 520-0682

E-Mail-davesmowing1995@yahoo.com

David K. Hutt

DAVE'S MOWING & MAINTENANCE
13701 SUNNY KNOLLS LANE
STERLING , CO.
80751

OFFICE & CELL 970-520-0682
Davesmowing1995@yahoo.com
February 4 2025

Sunset Memorial Gardens
Lawn Mowing Estimate
Sterling , Co.

Mowing Proposal

This proposal is for the cost of mowing operations at Sunset Memorial Gardens if the mowing is performed by Dave's Mowing & Maintenance ONLY

This is on an as needed mowing proposal.

Mowing of the entry and OCCUPIED (Buffalo Grass) areas of the cemetery

Mowing as needed due to moisture.

This is from April thru September

This is estimating mowing 10 times minimum and NO MAXIMUM TIMES (estimate) per season

In the present condition of Sunset Memorial Gardens

At a cost of Approximately \$ 5500.00 per mowing season

\$1000.00 a month May, June, July , August , September and \$500.00 for October

Mowing of the unoccupied areas (Property Perimeter)

This is more subject to how much rain fall

This is estimating mowing 7 to 10 times

At a cost of \$1000.00 per mowing season

Mowing of the Sunset Memorial Gardens complete property \$6500.00 per season / 5 months + October

\$1200.00 Per month May thru Sept + \$500.00 Oct

This proposal is with conjunction of the Logan County lawn Mowing Proposal

References upon request

We have been Mowing lawns and lots in Sterling since 1995

Liability Insurance & Fed I. D . will be presented on approval of proposal

Thank you for your consideration

Sincerely ,

Dave's Mowing & Maintenance

David K. Hutt

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

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

- Social Athletic Philanthropic Institution
 Fraternal Chartered Branch, Lodge or Chapter Political Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Buffalo Public Schools Foundation

84-1505517

Mailing Address of Organization or Political Candidate

315 Lee Street

City

State

ZIP Code

Merino

CO

80741

Address of Place to Have Special Event

1120 Pawnee Ave.

City

State

ZIP Code

Sterling

CO

80751

Authorized Representative of Qualifying Organization or Political Candidate

Lonnice Brungart

Date of Birth (MM/DD/YY)

Phone Number

[Redacted]

785-202-0894

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

[Redacted]

City

State

ZIP Code

[Redacted]

[Redacted]

[Redacted]

Event Manager

Lonnie Brungardt

Date of Birth (MM/DD/YY)

09/30/70

Phone Number

785-202-0894

Event Manager Home Address

14020 Summit Dr.

City

Sterling

State

CO

ZIP Code

80751

Email Address of Event Manager

brungardt@merino.k12.co

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	MARCH 29, 2025		Date		
From:	5:00 PM	To:	10:00 PM	From:	
				To:	

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Oath of Applicant

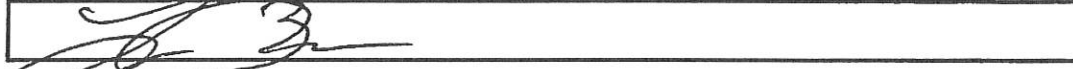
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Lonnie Brungardt

Signature

Date (MM/DD/YY)



01/14/25

Report and Approval of Local Licensing Authority (City or County)

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

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$

.00

AGREEMENT FOR SERVICE - EXTREME BULL RIDING EVENT

This Agreement is entered into effective the 18th day of February, 2025, by and between the LOGAN COUNTY FAIR & RODEO, c/o Board of County Commissioners of Logan County, a political subdivision of the State of Colorado, whose address is 315 Main Street, Sterling, CO 80751 (hereinafter "Logan County") and KEVIN RICH, d/b/a WILD WEST CATTLE COMPANY, whose address is 38050 WCR 53, Eaton, CO 80615 (hereinafter "Contractor").

RECITALS

WHEREAS, the Logan County Fair & Rodeo is an annual event conducted at the Logan County Fairgrounds in the City of Sterling, County of Logan, State of Colorado; and

WHEREAS, among the events held annually at the Logan County Fair & Rodeo is an Extreme Bull Riding performance; and

WHEREAS, Contractor has proposed to produce, manage and supply an arena and rodeo stock for the Extreme Bull Riding performance at the 2025 Logan County Fair.

AGREEMENT

In consideration of the above recitals and the mutual agreements stated below, the parties agree as follows:

1. Dates. Logan County agrees to provide Contractor the use of the arena and grandstands at Logan County Fairgrounds on Tuesday, July 29, 2025, for the production of the Extreme Bull Riding event, which will commence at 7:00 p.m.
2. Responsibilities of Contractor. The Contractor shall be responsible, at its own cost, for supplying all bull riding stock, labor and personnel, portable arena, sound equipment, office space and equipment, announcers, judges, bullfighters, clown, pickup men, and related supplies and services for complete production of the Extreme Bull Riding event with one specialty act consisting of Bull Games, all as more particularly described in the Contractor's written proposal, attached hereto as Exhibit A and fully incorporated herein by reference.
3. Responsibilities of Logan County: Logan County shall be responsible for the following at its sole cost:
 - a. Providing and printing Event admission tickets;
 - b. Providing ticket sellers and ticket takers, prior to and during the Event;

- c. Preparing the grandstand seating areas;
 - d. Removing trash and debris from all stadium areas;
 - e. Providing reasonable security prior to, during and after the Event;
 - f. On-site ambulance services provided during the performance;
 - g. Advertising through Logan County Fair & Rodeo's general fair advertising.
4. Term and Compensation: The term of this agreement shall be for one year, for the performance of the event at the 2025 Logan County Fair. In consideration for the services provided hereunder, Logan County agrees to pay Contractor a fee of Forty Two Thousand Nine Hundred Fifty Dollars (\$42,950.00) for the services, which include the Bull Games specialty act option, to be provided at the 2025 Logan County Fair. Such sum shall be payable in full upon completion of the Event. Logan County shall be obligated to pay such fee only if the Event is fully completed as scheduled, and shall not be obligated to pay any sums, nor shall Contractor be obligated to perform this Agreement, if the Event is cancelled or performance becomes impracticable as a consequence of inclement weather, war, embargoes, strikes, governmental orders or restrictions, riots, fires, floods, earthquakes, pandemic or other acts of God.
5. Independent Contractors. The parties acknowledge that the Contractor and any staff provided by the Contractor, or other individuals associated with Contractor in carrying out its responsibilities under this Agreement, are NOT employees of Logan County and will, at all times, be considered and treated as independent contractors.
6. Indemnification and Hold Harmless. Contractor agrees to indemnify and hold harmless Logan County, including its agents and employees, from and against all claims, damages, losses, injuries, and expenses of whatever nature, arising out of or resulting from any acts or omissions of the Contractor, its agents, employees, or assigns.
7. Insurance. At all times while performing the services required hereunder, Contractor shall maintain in full force and effect, at its own expense, comprehensive general liability insurance coverage with a minimum coverage of \$1,000,000 each occurrence, \$1,000,000 general aggregate. Such insurance shall name "Logan County, Colorado, a body corporate and politic," as an additional insured and certificates of insurance for each participating organization shall be provided to Logan County no later than 3 days prior to the commencement of the Event. In addition, Contractor shall provide Worker's Compensation insurance for its employees in the amounts required by Colorado law.
8. Notices. Any notice, request, demand, waiver, or other communication required or

permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, registered or certified mail, sent to the following persons:

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

With a copy to: County Attorney
508 S. Tenth Ave.
Sterling, CO 80751

To Contractor: Kevin Rich
Wild West Cattle Company
38050 WCR 53
Eaton, CO 80615

9. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
10. No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Contractor or Logan County receiving services or benefits under this Agreement shall be only an incidental beneficiary.
11. No Joint Venture: Nothing contained in this agreement shall be construed to imply that a joint venture or partnership is created by and between the parties.
12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the parties.
13. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person intended to be benefitted by such provision or any other provisions of this Agreement.
14. Construction. This Agreement has been negotiated by the parties and, if desired, their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party

drafting this Agreement will not apply in any construction or interpretation of this Agreement.

15. Termination. If, through any cause, Contractor fails to fulfill its obligations under this agreement in a timely and proper manner, or if Contractor violates any of the covenants, conditions, or stipulations of this agreement or otherwise fails to perform the agreement to the sole satisfaction of Logan County, Logan County shall thereupon have the right to, in addition to any other remedies provided by law, immediately terminate this agreement upon giving written notice to Contractor of such termination and specifying the effective date thereof.
16. Assignment. Neither this agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Contractor without the prior written consent of Logan County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

KEVIN RICH
D/B/A WILD WEST CATTLE CO.

By: _____
Mike Brownell, Chairman

By: ~~Kevin Rich~~ _____
Kevin Rich

By: _____
Jerry A. Sonnenberg, Commissioner

By: _____
James T. Yahn, Commissioner







Bull Riding Production Contract 2025

Final Audit Report

2025-02-15

Created:	2025-02-14
By:	Daniel Gutierrez-Dutton (GutierrezD@logancountyco.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdc-0XH8cdBNX09H3IWis65rvZzPiti0B

"Bull Riding Production Contract 2025" History

-  Document created by Daniel Gutierrez-Dutton (GutierrezD@logancountyco.gov)
2025-02-14 - 1:33:20 AM GMT
-  Document emailed to americanbullfights@gmail.com for signature
2025-02-14 - 1:33:35 AM GMT
-  Email viewed by americanbullfights@gmail.com
2025-02-15 - 0:02:59 AM GMT
-  Signer americanbullfights@gmail.com entered name at signing as Kevin Rich
2025-02-15 - 0:04:13 AM GMT
-  Document e-signed by Kevin Rich (americanbullfights@gmail.com)
Signature Date: 2025-02-15 - 0:04:15 AM GMT - Time Source: server
-  Agreement completed.
2025-02-15 - 0:04:15 AM GMT

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 4 day of March, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and Talgrass Energy the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description):
E2 of Sec 27 EXC A TRACT DESC AS FOLLOWS; A TRACT IN SE4 BEG AT SE COR
SEC 27; TH ALONG E LINE OF SEC 27; and

WHEREAS, Applicant desires to install and construct a ELECTRIC LINE, which will be located (**Circle One**) along, bore under, or trench across CR 45, to benefit the above described premises; and

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

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

- Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct ELECTRIC LINE, described above, in the right of way of CR 45, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement **shall be completed no later than** MAY 2025.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- Applicant hereby releases the County from any liability for damages caused by said electric line _____, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
- No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other _____ Provisions:

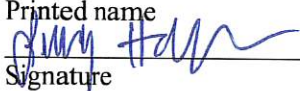
Land Owner #1

 Name _____ Printed
 Signature _____

Land Owner #2

 Name _____ Printed
 Signature _____

Individual Right-of-Way Permit Applicant:

Lindsay Hardenburger
 Printed name
 Signature 

Address: 370 Van Gordon St.
Lakewood, CO 80228

Application Fee Paid _____

Date _____

Email: lindsay.hardenburger@libertycore.com

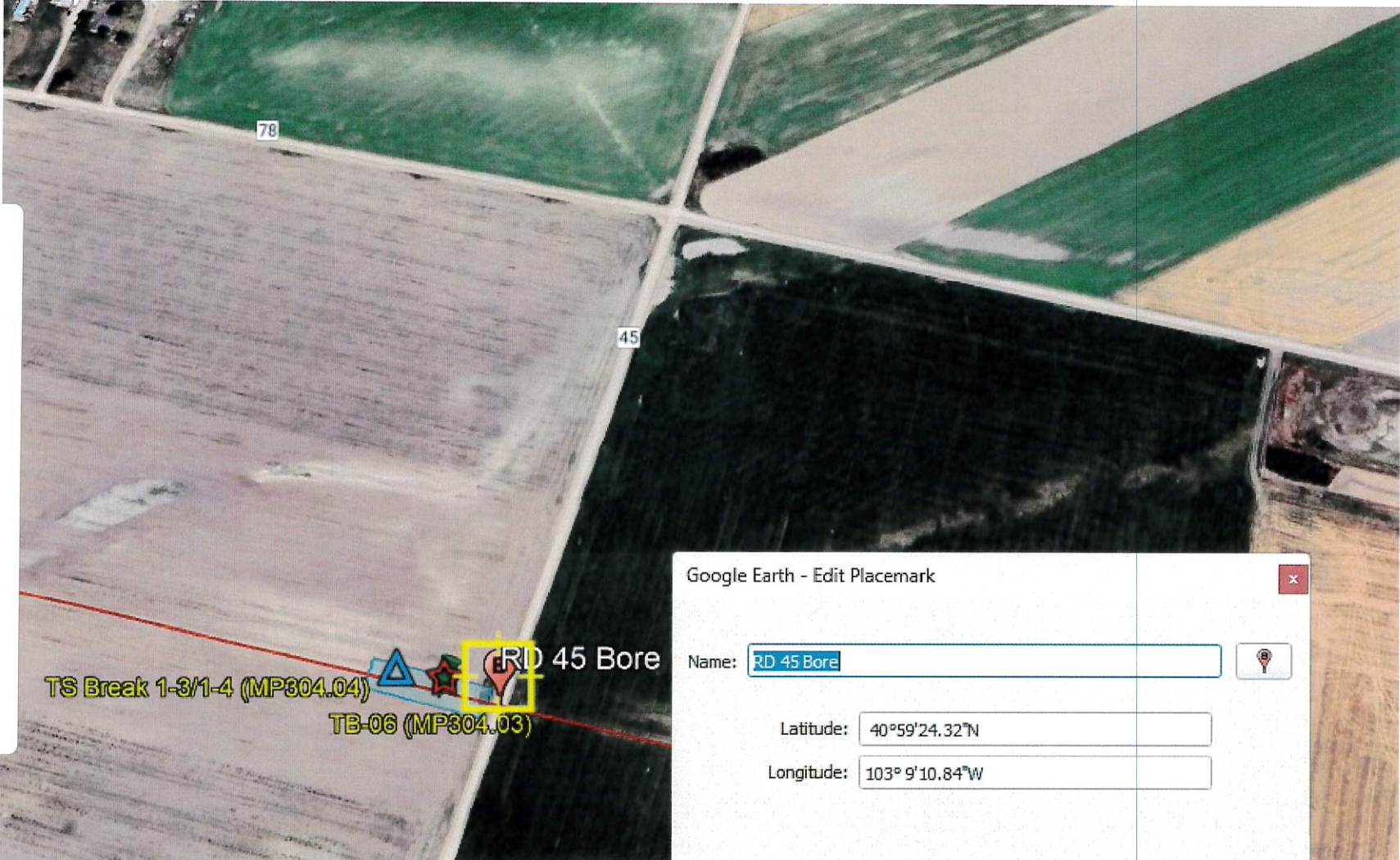
Signed at Sterling, Colorado the day and year first above written.

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

 Mike Brownell (Aye) (Nay)

 James T. Yahn (Aye) (Nay)

 Harry A. Sonnenberg (Aye) (Nay)



Talgrass Energy/Liberty Core Consultants
Right of Way
ROW2025-2
27-12N-52W
March 2025

27-12-52
38002127100106



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

Tower Lease No. 109380
Lease Term Extension Rider ("Extension Rider")

Effective March 20th, 2025, ("Effective Date"), the Colorado State Board of Land Commissioners ("Board") approves the extension of State Lease No. 109380 ("Lease") with LOGAN BOARD OF COUNTY COMMISSIONERS - ("Lessee") for 5 years as per section 5 of the lease. The term of this Lease will expire on March 20th, 2030.

Anniversary date: **March 20th**

The annual rental amount for the first year shall be \$3,681.37, with an annual increase of 4% over the total annual rent paid in the previous year.

This Extension Rider is incorporated by reference into the Lease, and except to the extent specifically modified hereby, all other terms and conditions of the Lease shall remain in full force and effect through the end of the Lease term.

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Lease.

Persons signing for Lessee hereby swear and affirm that they are authorized to act on behalf of the Lessee, and acknowledge that the Board is relying on their representations to that effect.

The Board and the Lessee, by their signatures below, agree to the extension of this Lease as specified in this Extension Rider:

By: _____

Signature

Date

Printed Name

Title

STATE OF COLORADO BY THE
STATE BOARD OF LAND COMMISSIONERS

Date: _____

By: _____

David S. Rodenberg, Tower Site Manager



STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

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By: _____
Signature Date

Printed Name Title

STATE OF COLORADO BY THE
STATE BOARD OF LAND COMMISSIONERS

Date: _____

By: _____
David S. Rodenberg, Tower Site Manager

STATE OF COLORADO
STATE BOARD OF LAND COMMISSIONERS

Tower Site Lease No. 109380

Site Name: Reiradon Hill



THIS LEASE is entered into at Denver, Colorado, this 20th day of March, 2015, by and between the State of Colorado, acting by and through its State Board of Land Commissioners ("Board"), whose address is 1127 Sherman Street, Suite 300, Denver, CO 80203, and Logan County, Board of County Commissioners ("Lessee"), a Colorado corporation, having an address 315 Main Street, Sterling, Colorado 80751.

Whereas, the Board and the Lessee entered into a cell tower lease S-42922 on May 12, 2000 which expired on May 2010 ("Previous Lease"); and

Whereas, the Lessee will pay back rent from the period of May 2010 through March 19, 2015 ("Gap Period") which is calculated using annual CPI adjustments during the Gap Period pursuant to the Previous Lease; and

Whereas, the Board will waive any late penalties, interest or any other fees related to the rental amount during the Gap Period; and

Whereas, the Board and the Lessee would like to replace the Previous Lease with this Tower Site Lease No. 109380.

In consideration of the terms, covenants and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DESCRIPTION OF THE PREMISES

The Board leases to the Lessee and Lessee leases from the Board, exclusively for the purposes indicated below, the School Trust lands, in the County of Logan, Colorado, described as follows ("Premises"):

Township Seven North, Range Fifty-one West, 6th PM Logan County

Section Eleven (11): In the west one-half being more particularly described by metes and bounds as follows:

Beginning at a point that bears South 89° 55' 00" East a distance 1922.35 feet from the southwest corner of said Section 11, along the south boundary of said Section 11;

Thence North 00° 05' 00" East a distance of 2714.20 feet to the true point of beginning;

Thence North 51° 42' 10" East a distance of 400.00 feet to a point;

Thence South 08° 17' 50" East a distance of 400.00 feet to a point;

Thence North 68° 17' 50" West a distance of 400.00 feet to the true point of beginning.

Containing 1.59 acres, more or less.

2. CONDITION OF LEASED PREMISES

Lessee represents that Lessee has had an opportunity to inspect the Premises prior to entering into this lease, and Lessee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes permitted. The Board disclaims any and all obligation to provide access to the Premises (except as expressly set forth in this lease), or to fence, make any repairs to or construct any improvements upon the Premises (except as expressly set forth in this lease); and the Board does not warrant that the Premises are suitable for the permitted purposes.



3. USE OF THE LEASED PREMISES

The use of the Premises shall be limited to constructing, operating, repairing, replacing, upgrading, removing and maintaining a communications tower site and related appurtenances ("Facilities") for county operated non-profit television translator tower , a 10'x14' concrete building, a 8'x20' shipping container, a 3'x14' concrete pad that holds a propane tank, a 4'x7' concrete pad that holds a generator, and a 75'x85' chain link fence that surrounds the site. The use of the Premises shall also include the right of ingress and egress 24 hours per day, 7 days per week for the sole purpose of constructing, operating, repairing, replacing, upgrading, removing and maintaining said Facilities, including the installation, repair, replacement, upgrading, and maintenance of utilities related to the Facilities. No other use of the Premises by Lessee shall be permitted. The sole and singular user of the Premises shall be the Lessee named herein and its authorized agents and subcontractors. Lessee shall be solely responsible for all of its subcontracting and agency arrangements and performance by such parties in compliance with the provisions of this lease.

4. LEASE TERM

This lease is effective March 20, 2015. The term shall be (10) years, until May 20, 2025 subject to the covenants and agreements herein.

5. EXTENSION TERMS AND ADJUSTMENTS

At the Board's sole discretion, the Board may agree to an extension of this lease for one (1) additional five (5) year period on terms and conditions set forth by the Board, including an adjusted rental amount, and agreed to by both parties provided a notice of intent to enter into such extension shall be given in writing to the Board no later than six (6) months prior to the expiration of the initial lease term. An extension will only be granted if the Lessee is in full compliance with all requirements of this Lease. The rental amount will be subject to review and adjustment at approximately the beginning of the five (5) year renewal period by the Board, and shall replace any prior rental amount.

6. RENTAL

The rental amount for the first year beginning March 20, 2015 shall be the sum of two thousand four hundred eighty seven and no/100 Dollars (\$2,487.00), with a four percent (4%) annual increase. The annual increase shall commence with the rent for the period of March 2016 through March 2017. Back rent in the sum of ten thousand six hundred ten and no/100 Dollars (\$10,610) will be due upon execution of this lease for the Gap Period of May 2010 through March 19, 2015. The rent payment for the period of March 20, 2015 through March 19, 2016 shall be due upon execution of this lease, along with the back rent for the Gap Period. For every year after the initial year, Lessee must pay the annual rent in advance prior to March 20. Lessee shall pay to the Board the rental amount due each and every year, in advance, during the term of this lease at the office of the State Board of Land Commissioners, Denver, Colorado. No portion of any prepaid rental amount is refundable, unless otherwise stated herein.

7. INSURANCE

The Lessee at its sole cost and expense, shall during the entire term hereof procure, pay for and keep in full force and affect the following types of insurance:

A. Property Insurance

A policy of property insurance covering all insurable improvements located on the Premises (except for land, foundation, excavation, and other matters normally excluded from coverage), in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (i) loss or damage from fire and other perils normally covered by the standard extended coverage endorsement; and (ii) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement where such is available. Permission is granted to Lessee to self insure this coverage as provided in Section E below.

B. Liability Insurance

General liability insurance covering the improvements and Premises insuring the Lessee in an amount not less than two million dollars, and covering bodily injury, including death to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises. Coverage shall also include all legal expenses and other costs incurred by the Board related to any claim under this lease.

C. Other Risks

In addition, the Lessee shall obtain insurance against such other risks of a similar or dissimilar nature, as the Board shall deem appropriate. Lessee shall also provide workers compensation insurance.

D. General Provisions of Insurance Policies

1. All policies of insurance carried by the Lessee shall name the Lessee as insured and shall include the Board as an additional insured.
2. The policy shall contain a provision that it cannot be cancelled until insurers have endeavored to provide at least thirty (30) days prior written notice thereof to the Board.
3. Notwithstanding anything to the contrary contained herein, the Lessee's obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Lessee, so long as such policy(s) segregates the amount of coverage applicable to the Premises.
4. A current certificate(s) of insurance shall be provided to the Board prior to the commencement of this lease, upon renewal, and at the request of the Board. The certificate shall refer to the location of the Premises and the lease number of this lease.

E. Deductibles and Self Insurance: As a governmental entity and in lieu of insurance with a third party insurance company, Lessee may provide proof that the Lessee is self-insured or participates in an insurance pool that provides coverage in an amount no less than two million dollars. Any deductibles or self-insured retentions must be declared to the Board. All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

1. Lessee shall be responsible for all claims and liabilities that fall within the Lessee's deductible.
2. Any self-insured exposure shall be deemed to be an insured risk under this lease.
3. Lessee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

8. PERFORMANCE BOND

The Lessee shall execute a bond (or other sureties as may be approved by the Board) at the time this lease is executed by the parties in the amount of Five Thousand and no/100 Dollars (\$5,000.00). The bond shall guarantee performance of the covenants of the lease. The bond shall consist of cash, bank certificate of deposit, or other sureties as may be approved by the Board. However, if the bond is other than cash, the bond must be in a form that will guarantee payment in cash to the Board upon receipt by any bank or insurance company of written demand by the Board, without further condition. The Board shall return the bond to the Lessee if and when it deems performance of the covenants of the lease to be complete. In Lessor's discretion, the Lessor may draw upon the bond after Lessee has failed to perform its obligations under the lease beyond the stated cure periods provided in the lease.



9. CONSTRUCTION OF IMPROVEMENTS

- A. The improvements and Facilities existing on the Premises as of the commencement date of this lease have been authorized by the Board. No improvements or facilities (including access roads), other than the Facilities or roads that exist on the commencement date of this lease, shall be built or placed upon the Premises without the prior written consent of the Board, which shall not be unreasonably withheld, conditioned, or delayed. Lessee shall provide designs, construction plans, and building specifications for the Board's review and approval prior to construction of any improvements. Lessee shall not commence to build any structure or permanent improvement or construct replacements, additions, or significant alterations of any kind without first obtaining said approval. The existing improvements and Facilities and future improvements placed upon the Premises by the Lessee with the Board's written authorization shall be referred to herein as "Authorized Improvements".
- B. Upon the termination of this lease, and provided Lessee is not then in breach of or in default under this lease, all Authorized Improvements shall, at the Lessee's option, either be:
 - 1. Removed by Lessee without damage to the Premises; or
 - 2. Sold by Lessee to a subsequent lessee of the Board.

If improvements are removed, Lessee shall comply with the provisions of Section 21 "Surrender."

- C. All Authorized Improvements, unauthorized improvements and/or personal property not so removed or sold within ninety (120) days after termination of this lease shall be deemed abandoned and may, at the Board's option, be removed by the Board at the Lessee's expense in accordance with Section 21, retained by the Board for use by subsequent lessees, or sold by the Board with all proceeds going to the Board.
- D. Lessee shall not be entitled to compensation for, or to sell or remove, any Authorized Improvements or unauthorized improvements when the lease is terminated by the Board for violation by the Lessee of the lease provisions. At the Board's option, the Authorized Improvements, unauthorized improvements and/or personal property on the Premises shall be removed by the Board at the Lessee's expense, retained by the Board for use by subsequent lessees, or sold by the Board with all proceeds going to the Board.
- E. Any improvements or facilities shall be constructed in a manner that minimizes soil disturbance and native vegetation as much as possible, and any utilities required hereunder shall not be larger than is minimally necessary to provide utilities services required by the Facilities. Whenever reasonably possible, telecommunications lines shall be placed along existing or newly developed access road rights-of-way and construction of new access roads shall be minimized.
- F. Lessee shall make a reasonable effort to treat the existing occurrences of noxious weed species (Ex. Canada Thistle) on the Premises and to prevent the spread of noxious weeds from other areas by washing vehicles and other equipment, stockpiling topsoil separately from other fill materials, and in cases where timely natural revegetation of native plants is not likely to occur, to seed bare sites with native plant species as soon as appropriate to prevent establishment of undesirable plant species.

10. NO PARTNERSHIP

Nothing in this lease shall cause the Board in any way to be construed as a partner, a joint venturer or associated in any way with the Lessee in the operation of the Premises, or subject the Board to any obligation, loss, charge or expense connected with or arising from the operation or use of the Premises or any part thereof.

11. MAINTENANCE AND REPAIR

The Board shall have no duty of maintenance or repair with respect to the Premises, Facilities, or any improvements constructed thereon. The Lessee shall keep and maintain the Premises, Facilities, and improvements thereon in constant good order and repair in the same condition as when initially constructed, ordinary wear and tear excepted. All repairs made by the Lessee shall be at least equal in quality to the original improvements.

12. DAMAGE OR DESTRUCTION

In case of damage to or destruction of the Authorized Improvements and/or Premises or any part thereof, by any cause whatever, the Lessee shall give or cause to be given to the Board prompt notice of such occurrence and shall promptly proceed with due diligence to repair, restore, replace or rebuild so as to make the Premises and Authorized Improvements at least equal in quality to the original improvements, restore the same to such modified plans as shall be previously approved in writing by the Board, or remove all Authorized Improvements and restore the Premises to a native vegetative condition.

13. TAXES, UTILITIES AND OTHER EXPENSES

It is understood and agreed that this Lease shall be a net lease with respect to the Board, and that all taxes, assessments, insurance, utilities and other operating costs including those which could otherwise result in a lien being placed against the Premises or the Authorized Improvements as well as the cost of all repairs, remodeling, renovations, alterations, and improvements, and all other direct costs, charges and expenses of any kind whatsoever respecting the Premises and the Authorized Improvements shall be borne by the Lessee and not by the Board so that the rental return to the Board shall not be reduced, offset or diminished directly or indirectly by any cost or charge, nor subject to suspension or termination for any cause. If Lessee is a tax exempt entity, it shall be Lessee's responsibility to obtain and maintain such tax exemption, to provide proof of such exemption and to receive the benefits of such exemption.

14. INSPECTION RIGHTS

The Board or its authorized representatives may from time to time, at any reasonable hour, and with prior notice and escort, enter upon and inspect the Premises and/or the Authorized Improvements, or any portion thereof to ascertain and secure compliance with this lease, but without obligation to do so or liability therefor. However, no prior notice or escort shall be required by the Board to enter upon and inspect unfenced areas of the Premises and the Authorized Improvements in emergencies. Lessee hereby grants to the Board a non-revocable license for such access over and across Lessee's other lands during the term of this lease.

15. LIABILITY AND INDEMNITY

- A. The Board shall not be liable to the Lessee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Lessee's development, use or occupancy of the Premises or by any person so doing through or under the Lessee or with its permission, express or implied. The Lessee further waives any claim against the Board regarding the Board's approval or disapproval of any plans or specifications whether or not defective.
- B. Lessee agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees (each an "Authorized Party") to the full extent permitted by law.

16. RESERVATIONS TO THE BOARD

This lease is subject to any and all presently existing easements, rights-of-way and other interests, whether or not visible on the ground; and, in addition to its reversion upon termination of this lease, the Board hereby reserves:

- A. The right to sell, exchange, or otherwise dispose of all or any portion of the Premises during the term of this lease.

- B. The right to cancel this lease as to all or any portion of the Premises, upon one year's prior written notice to the Lessee, if the Board elects to sell, exchange, otherwise dispose of, or otherwise lease all or any portion of the Premises free and clear of this lease, refunding to Lessee the unearned portion of the prepaid rental amounts.
- C. The right to lease all or any portion of the Premises to other persons for the purposes of exploring for and removing timber, minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources, and all other naturally occurring resources, together with reasonable and adequate rights of entry and surface rights necessary or convenient to exercise such reserved rights, so long as the exercise of such rights do not unreasonably interfere with Lessee's authorized use of the Premises.
- D. All water, water rights, ditch rights, water stock and/or ditch stock appurtenant to or used in connection with the Premises including wells, rights in ditch, water in canal organizations or companies. All such uses shall be and remain the property of the Board. The Lessee may not explore, drill, or establish any water use right or well without written permission of the Board. If the Lessee establishes or adjudicates any water right or use on the Premises, it shall be in the name of the Board.
- E. The right to administrative access to the Premises under Section 14 "INSPECTION RIGHTS".
- F. The right at any time to grant any right-of-way or easement upon, over or across all or any portion of the Premises so long as the exercise of such rights does not unreasonably interfere with Lessee's authorized use of the Premises. If and when such right-of-way or easement is granted, the Lessee shall be compensated by the grantee for any damages to Lessee's personal property and Authorized Improvements. The Board reserves the right to use, or permit the use of, the lands within the utilities corridor for any new purpose which will not unreasonably interfere with or endanger Lessee's Facilities or use of the Premises. Lessee agrees to permit and not interfere with the new or additional uses that meet the requirements of this Section 17.
- G. The right to put the Premises to additional uses by granting additional leases, permits, access, or rights to the Premises or any portion thereof, at any time and for any purpose, including but not limited to hunting, fishing and other recreational purposes so long as the exercise of such rights do not unreasonably interfere with Lessee's authorized use of the Premises.
- H. All rights, privileges and uses of every kind or nature not specifically granted to Lessee by this lease so long as the exercise of such rights does not unreasonably interfere with Lessee's authorized use of the Premises.

17. ASSIGNMENTS, SUBLEASING AND ENCUMBRANCES

This lease shall be binding on the parties hereto, their heirs, representatives, successors, and permitted assigns.

- A. This lease shall not be assigned, transferred or sold, voluntarily or by operation of law, without the prior written consent and upon such terms and conditions as determined by the Board, which shall not be unreasonably withheld, conditioned, or delayed. It shall be understood that any name change, or changes in ownership of the Lessee shall be considered an assignment. Lessee shall be required to submit an assignment fee of ten percent (10%) of the current annual rental amount at the time of its notification to the Board. There shall be no partial assignments of this lease.
- B. Assignment or other transfer without written consent of the Board shall not effect a novation of this lease, and shall, nevertheless, make the assignee responsible and liable, along with the Lessee, for performing this lease. The acceptance by the Board of any payment due hereunder from any person other than the Lessee shall not be deemed a waiver by the Board of any provision of this lease or to be consent to any assignment.
- C. Subleasing, encumbering, pledging or otherwise transferring this lease is expressly prohibited under the terms of this lease except as expressly provided in this lease.

- D. Subleasing (including co-location of facilities not belonging to Lessee) is prohibited without the prior written consent of the Board, which consent will not be unreasonably withheld, conditioned or delayed. Lessee shall request and obtain the Board's approval of any proposed subleasing or co-location of facilities prior to entering into any agreement to co-locate and prior to co-location of facilities on the Premises. Within thirty- (30) calendar days of the anniversary date of this lease (one-year after this lease is entered into and each subsequent one-year date thereafter), the Lessee shall provide a report of all approved subleases including an accounting of the related sublease income and gross receipts received, including in-kind services and equipment. At that time, Lessee shall pay to the Board an amount equal to 25% of gross receipts received by Lessee during the previous year from subtenants. All entities with subleasing arrangements that include land outside of the boundaries of the Premises shall be required to enter into a separate agreement with the Board.
- E. Lessee shall be responsible to assure that the sublessees comply with all the terms, conditions, and covenants of this lease. A breach or default of this lease by a sublessee shall be considered a breach of the lease as if the Lessee had committed the breach; however, Lessee shall still be responsible for the performance and liabilities of all terms, conditions and covenants of this lease.

18. PROTECTION, CONSERVATION AND COOPERATION

Lessee shall not permit, commit, or allow, and shall protect the Premises against, any loss, damage, any dangerous condition, injury, or waste, except as caused by persons granted other uses of the Premises by the Board. Lessee may use the Premises only for the purposes granted and in accordance with good resource conservation practices. Lessee shall not cut, remove, or use or allow to be cut, removed or used, any timber or trees, or remove, use or allow to be removed or used any minerals, ores, metals, coal, asphaltum, oil, gas, sand, gravel, clay, quarry products, peat, geothermal resources or other naturally occurring resources unless approved in advance in writing by the Board. Lessee shall conduct all activities on the Premises in a manner that protects soil fertility and forage production, and does not contribute to soil erosion, noxious weeds or pests. Lessee shall comply with all applicable federal, state and local laws, ordinances, and regulations, including but not limited to criminal, land use, fencing, noxious weed, environmental, wetlands protection, hazardous waste, health and safety laws, ordinances and regulations.

19. DEFAULTS AND REMEDIES

A. Defaults

The occurrences of any one or more of the following events shall constitute a default hereunder by the Lessee:

1. Failure by the Lessee to make any payment of rental or other payment of additional rental or charge required to be made by the Lessee hereunder, as and when due.
2. Use of the Premises by the Lessee, its successors and assigns or attempted use of the Premises for any other purpose than those permitted by this lease without the prior written consent of the Board.
3. Failure by the Lessee to perform any of the covenants, conditions or requirements contained herein. Provided further that if the nature of the Lessee's default is such that more than thirty (30) days are reasonably required to cure such default then the Lessee shall not be deemed to be in default if the Lessee shall commence such cure within said thirty (30) day period and thereafter diligently pursue such cure to completion.

Any of the above events of default may be cured by the Lessee within thirty (30) days after written notice thereof from the Board to the Lessee in accordance with Section 24.I below, entitled "Notices".

B. Remedies

In any event of default and in addition to any or all other rights or remedies of the Board hereunder or by the law provided, the Board may exercise the following remedies at its sole option:

1. Termination. Terminate the Lessee's right to possession of the Premises by any lawful means, in which case this lease shall terminate and the Lessee shall immediately surrender possession of the Premises to the Board according to the terms of Section 20 below, entitled "SURRENDER". In such event of termination the Board shall be entitled to recover from the Lessee:
 - a. The unpaid rental, taxes and damages which have accrued up until the time of termination together with interest; and
 - b. Any other amount necessary to compensate the Board for the Lessee's failure to perform its obligations under this lease or which would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, and any other reasonable costs.
 - c. The interest shall be three percent (3%) per month or portion thereof. Said interest shall accrue from the dates such amounts accrued to the Board until paid by the Lessee.
2. Rental During Unlawful Detainer. In any successful action for unlawful detainer commenced by the Board against the Lessee by reason of any default hereunder, the reasonable rental value of the Premises for the period of the unlawful detainer shall be two (2) times the current rental and other charges or payments, prorated on a per diem basis, to be made by the Lessee under this lease for such period.
3. Interest and Processing Fees. Interest and processing fees in the amount of three percent (3%) per month or portion thereof shall be imposed for late payments and improper or partial payments. Said interest and processing fees shall accrue from the dates such amounts accrued to the Board until paid by the Lessee.
4. Cumulative Rights. The rights and remedies reserved to the Board, including those not specifically described, shall be cumulative, and the Board may pursue any or all of such rights and remedies, at the same time or separately.

20. SURRENDER

- A. Lessee may cancel this lease for any reason by giving the Board ninety days written notice prior to the intended cancellation date, and agreeing to termination in accordance with this section. No portion of any prepaid rental amount is refundable. Lessee's obligations after the initial year of the term are dependent upon the allocation of sufficient funds being budgeted and appropriated for each ensuing fiscal year.
- B. Upon expiration or termination of this lease, the Lessee shall peaceably and quietly leave, and surrender possession of the Premises to the Board in accordance with Section 10 titled "Construction of Improvements.", and at its own expense shall promptly and diligently within one-hundred twenty (120) days remove, demolish and/or clear off from the Premises all Authorized Improvements, unauthorized improvements, and personal property and restore the Premises to its original or native vegetative condition regardless of whether the Lessee has funds budgeted and allocated for the removal and restoration. Any Authorized Improvements, unauthorized improvements and personal property remaining after thirty (30) days beyond the original 120 day removal period shall, at the option of the Board, become the property of the Board, at the Board's discretion. The Board can seek reimbursement from Lessee for any costs associated with removing and disposing of any property or improvements remaining on the Premises after thirty (30) days beyond the original 120 day removal period.
- C. Notwithstanding any provisions to the contrary, the Lessee shall have no right to remove, alter or demolish all or part of the Lessee's improvements at anytime the Lessee is in default or breach of any term, provision or covenant of this lease.



21. HAZARDOUS SUBSTANCES

- A. The Lessee shall not place, store, use or dispose on the Premises, temporarily or permanently, any substance that is hazardous, toxic, dangerous or harmful or which is defined as a hazardous substance by the Comprehensive Environmental Response Compensation and Liability Act, 42 USC §9601; except any potentially "hazardous substance" contained within batteries installed by Lessee at the Premises, which shall be used and stored in compliance with all federal, state, and local environmental laws for the sole purpose of supplying electrical power to the Facilities. These substances shall be referred to collectively as "hazardous substances".
- B. The Lessee is also prohibited from storing any gasoline or other fuel on the Premises without the Board's prior written permission; except Lessee is permitted to store diesel, propane or gasoline fuel in a tank on the Premises for the sole purpose of supplying fuel to the Facilities in the event of an electrical power outage, provided that a spill containment structure is installed in a manner that is capable of holding the entire volume of the tank in the event of a tank spill or rupture. Such written permission shall be at the Board's sole discretion and upon such terms and conditions as determined by the Board.
- C. The Lessee shall immediately notify the Board of all spills, releases, inspections, correspondence, orders, citations, notices, fines, response and/or cleanup actions, and violation of laws, regulation or ordinance which effect the Premises.

22. CONDEMNATION

- A. In the event Board receives notification of any condemnation proceedings affecting the Premises, Board will provide notice of the proceeding to Lessee within ten (10) business days.
- B. If all of the Premises are taken by any public authority under the power of eminent domain, this lease shall terminate as of the date possession was taken by said public authority pursuant to such condemnation. If part of the Premises is taken and, in the opinion of either the Board or the Lessee, it is not economically feasible to continue this lease, either party may terminate this lease.
- C. Such termination by either party shall be made by notice to the other party given not later than thirty (30) days after possession is so taken. If part of the Premises is taken and neither the Board nor the Lessee elects to terminate this lease, the payment due under this lease shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises.
- D. All damages awarded for the taking or damaging of all or any part of the Premises, or Board-owned improvements thereon, shall belong to and become the property of the Board, and the Lessee hereby disclaims and assigns to the Board any and all claims to such award. The Board shall not claim any interest in any Authorized Improvements. Lessee may pursue a separate award from the condemnation authority for its relocation expenses and for the loss of or damage to its Facilities.
- E. If the temporary use (defined as less than one year) of the whole or any part of the Premises shall be taken at any time during the term of this lease, the Lessee shall give prompt notice thereof to the Board; however, the term, rentals and other obligations of the Lessee under this lease shall not be reduced or affected in any way. The Lessee shall be entitled to compensation as determined by applicable law for any such temporary taking of the Premises.

23. LIENS AND CLAIMS

- A. Mechanics' Liens



The Lessee shall not suffer or permit to be enforced against the Premises, or any part thereof, or any improvements thereon, any mechanics', materialmen's, contractors', or subcontractors' liens arising from, or any claim for damage growing out of the work of any construction, repair, restoration, replacement or improvement, or any other claim or demand howsoever the same may arise, but the Lessee shall pay or cause to be paid all of said liens, claims, or demands before any action is brought to enforce the same against the Premises or improvements.

B. Rights to Contest

Notwithstanding the foregoing, if the Lessee shall in good faith contest the validity of any such lien, then the Lessee shall at its sole expense defend itself and the Board against the same and shall pay and satisfy any adverse expense or cost or adverse judgment that may be rendered thereon before the enforcement thereof against the Board or the Premises, upon the condition that if the Board shall require, the Lessee shall furnish a surety bond satisfactory in form and amount to the Board. Said bond shall not be less than one hundred twenty percent (120%) of such contested lien indemnifying the Board against liability for the same, and holding the Premises free from the effect of such lien.

C. Posted Notice

The Lessee shall, upon execution of this lease at its cost, prepare a Notice, pursuant to CRS §38-22-105, and cause the same to be posted for the purpose of protecting the Board against any liens or encumbrances upon the Premises by reason of work, labor, services or materials contracted for or supplied to the Lessee.

24. MISCELLANEOUS

A. False Statements

Any false certification or statement by the Lessee in the application, public disclosure statement or qualification of financial responsibility statement required to be submitted with the application for the lease, or in any other document or report required to be submitted under this lease, shall at the discretion of the Board, result in termination of this lease and an action for damages.

B. Lease Document Controls

In the event of inconsistency or conflict between this lease and documents incorporated herein by reference, this lease agreement shall control.

C. Compliance with Laws

The Lessee shall comply with all applicable federal, state and local ordinances, regulations and laws regarding the Premises and activities conducted thereon or by virtue thereof. Furthermore the Lessee shall not use or permit the Premises to be used in violation of any such rule, regulation or law or for any purpose tending to damage or harm the Premises or improvements thereon or adjacent thereto, or the image or attractiveness thereof, or for any improper, offensive or immoral use or purpose, or in any manner which shall constitute waste, nuisance or public annoyance.

D. Lessee's Authority

If the Lessee is an entity other than an individual, each individual executing this lease on behalf of said entity represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of said entity and that this lease is binding upon said entity in accordance with its terms. The Lessee shall deliver a certified copy of the appropriate document evidencing authorization for such execution.

E. Entire Agreement

This lease and all documents incorporated herein by reference represent the entire agreement between the parties hereto. No oral agreement or implied covenant shall be held to vary the provisions hereof.

F. Amendments

This lease shall not be amended or ratified except by written document executed by the parties hereto.

G. Certain Rules of Construction

Time is of the essence in the performance of this lease. Unless the context clearly implies otherwise, each and every act to be performed or obligation to be fulfilled by the Lessee under this lease shall be performed or fulfilled at the Lessee's sole cost and expense.

H. Governing Law and Venue

This lease shall be governed by and construed in accordance with the laws of the State of Colorado and Venue shall be in the City and County of Denver.

I. Notices

Every notice, demand, request, designation, consent, approval or other document or instrument required or permitted to be served hereunder shall be in writing, shall be deemed to have been duly served on the day of receipt or rejection and shall be sent by registered or certified United States mail, postage prepaid, return receipt requested, or by a nationally recognized overnight courier service which provides written evidence of delivery, as addressed to the parties hereto. The parties may change the place for serving of such papers on it, or provide for the delivery of not more than two (2) additional copies, by giving the other party at least thirty (30) days prior written notice to such effect. Notices shall be sent to:

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

Board:
Colorado State Board of Land Commissioners
/co COMM 109380
1127 Sherman Street Suite 300
Denver, Colorado 80203

J. Severability

If for any reason provisions of this lease or the application thereof to any person or circumstances, shall to any extent, be deemed invalid or unenforceable, the remainder of this lease shall not necessarily be affected thereby and each provision of the lease shall be valid and enforceable to the fullest extent permitted by law.

25. HOLDING OVER

If Lessee remains in possession of the Premises after the termination of this lease (by expiration or otherwise) Lessee shall be liable for rental during such holdover possession. The rental shall not be less than the rate agreed upon in this lease, and the Board may fix a new rate, which shall be paid by the Lessee during continued occupancy. At the Board's option, the Lessee shall be construed to be in possession of the Premises and to be occupying the same so long as the Premises are used in any way to any extent by Lessee, or so long as any of his authorized or unauthorized improvements remain on the Premises. Continued occupancy shall not establish a new or extended lease term or other right, no matter how long maintained and regardless of the Board's knowledge thereof.

26. AUTHORITY

This lease is entered into pursuant to the authority granted to the Board by Colorado law. Board and Lessee each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this lease and bind itself hereto through the party set forth as signatory for the party below.

IN WITNESS WHEREOF, the Board and the Lessee, by their signatures below, agree to the terms of this lease:

LESSEE:

Logan County, Board of County Commissioners

By: Rocky L. Jambor, Chairman BOCC
[Insert name, title]

Date: 3/17/15

BOARD:

STATE OF COLORADO BY THE
STATE BOARD OF LAND COMMISSIONERS

By: David Rodenberg
David Rodenberg, Right-of-way/Tower site Manager

Date: 3/18/15

727255 12/29/2015 02:39 PM B: 01015 P: 428 LSE
Page: 12 of 12 R \$0.00 D \$0.00 T \$0.00
Pamela M. Bacon Clerk & Recorder, Logan County, Co

THIRD AMENDMENT

TO THE VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN
DOMINION VOTING SYSTEMS, INC.
AND LOGAN COUNTY, CO

This Third Amendment to the Voting System and Services Agreement (“Third Amendment”) is made and entered into as of this 18th Day of February, 2025 (the “Third Amendment Effective Date”) by and between Logan County, CO (“Customer”) and Dominion Voting Systems, Inc., a Delaware corporation (“Dominion”).

RECITALS

WHEREAS, on March 1, 2016, the Customer and Dominion entered into a Voting System and Managed Services Agreement (the “Original Agreement”); and

WHEREAS, on September 15, 2019, the Customer and Dominion entered into a First Amendment to the Voting System and Managed Services Agreement (the “First Amendment”);

WHEREAS, on January 1, 2023, the Customer and Dominion entered into a Second Amendment to the Voting System and Managed Services Agreement (the “Second Amendment”) (together, the Original Agreement, First Amendment, and Second Amendment are referred to herein as the “Agreement”);

WHEREAS, the Customer and Dominion desire to amend the Agreement; and

THEREFORE, in consideration of the mutual covenants and obligations herein contained, and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Customer and Dominion agree as follows:

AMENDMENT

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.
- 2. Replacement of Exhibit A-1.** Exhibit A-1 is deleted in its entirety and replaced with Exhibit A-2, attached hereto and incorporated herein by this reference. All references to “Exhibit A-1” in the Agreement are hereby replaced with references to “Exhibit A-2.”
- 3. Amendment of Paragraph 20.** Paragraph 20 of the Agreement is amended such that the address for Dominion will be changed to:

Dominion Voting Systems, Inc.
Attn: Contracts Administrator
PO Box 40005
Denver, CO 80204
Email: contracts@dominionvoting.com

4. All Other Terms. Except as expressly amended in this Third Amendment, all other Agreement terms shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to the Agreement to be effective as of the Third Amendment Effective Date.

LOGAN COUNTY, CO

DOMINION VOTING SYSTEMS, INC.
A Delaware Corporation

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

John Poulos

PRINTED NAME

PRINTED NAME

President & CEO

TITLE

TITLE

DATE

DATE

EXHIBIT A-2

**VOTING SYSTEM AND MANAGED SERVICES AGREEMENT
BY AND BETWEEN DOMINION VOTING SYSTEMS
AND LOGAN COUNTY, CO**

PRICING SUMMARY AND DELIVERABLES DESCRIPTION

1. Pricing and Deliverables Summary - This Exhibit A-2 provides a description of all equipment, software, and related services for voting, vote counting, and result processing available in the Master Voting System Agreement between Dominion and Colorado Secretary of State. From the full list of available items, the Customer has chosen to implement the items and corresponding quantities specifically identified in the table below. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Voting System Agreement between Dominion and Colorado Secretary of State.

All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement between Dominion Voting Systems and Colorado Secretary of State (attached hereto as Schedule 1), to extent applicable. Capitalized terms used but not defined in this Exhibit A-2 shall have the meanings ascribed to them in the Voting System Agreement.

DESCRIPTION	QTY
Central Scanning: Absentee / Vote By Mail Hardware	
ImageCast Central Scanner - DR-G2140	2
In-Person Voting: Polling Location Hardware	
ImageCast X Classic Tablet (Avalue - 21")	6
Ballot Marking Printer - M404dn	6
ImageCast X Classic Voter Activation Kit (3410)	3
MBP Kit #2 Portable High Volume	1
Accessories, Consumables, and Parts	
ImageCast X Classic (Avalue 15"/21") Transport Bag - Single	6
Ink Cartridge - ICC Black Imprinter	2
Imprinter Mechanism - DR-G2140	2
Election Management Hardware	
EMS Express Server Kit (3440 XE/X1008)	2
EMS Adjudication Workstation Kit (3440 XE/SS2017)	1
Training and Support Services	
On-Site Services - Non-Election Day (/day)	1.0
Training (/day)	1.0
On-Site Services – Non-Election Day (/day)	1
Annual License / Warranty Fees	
ImageCast X Annual Firmware License - Classic BMD 21"	6
ImageCast X Annual Hardware Warranty - Classic BMD 21"	6
Democracy Suite RT (EMS)	1
Adjudication Application	1
ImageCast Central	2
ImageCast X Accessible	6
ImageCast Central Extended Warranty	2
ImageCast X Accessible Extended Warranty	6

- 1.1 **Pricing Summary.** The Customer has selected the managed services option, instead of an outright purchase. The prices detailed in the summary above conform to the Master Agreement. The price outlined in Section 1.1 and 1.2 is the corresponding managed services price, as agreed to by the Customer.
- 1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars. Prices include shipping.
 - 1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2016. The Year 1 invoice of \$31,719.00 shall be issued immediately after System Acceptance by the Customer.
 - 1.2.2 Year 2: 01/01/2017 – 12/31/2017: \$32,353.38 invoice shall be issued on 01/01/2017.
 - 1.2.3 Year 3: 01/01/2018 – 12/31/2018: \$33,000.45 invoice shall be issued on 01/01/2018.
 - 1.2.4 Year 4: 01/01/2019 – 12/31/2019: \$33,660.46 invoice shall be issued on 01/01/2019.
 - 1.2.5 Year 5: 01/01/2020 – 12/31/2020: \$39,366.00 invoice shall be issued on 01/01/2020.
 - 1.2.6 Year 6: 01/01/2021 – 12/31/2021: \$40,154.00 invoice shall be issued on 01/01/2021.
 - 1.2.7 Year 7: 01/01/2022 – 12/31/2022: \$40,957.00 invoice shall be issued on 01/01/2022.
 - 1.2.8 Year 8: 01/01/2023 – 12/31/2023: \$41,776.00 invoice shall be issued on 01/01/2023.
 - 1.2.9 Year 9: 01/01/2024 – 12/31/2024: \$25,977.17 invoice shall be issued on 01/01/2024.
 - 1.2.10 Year 10: 01/01/2025 – 12/31/2025: \$29,285.43 invoice shall be issued on 01/01/2025.
 - 1.2.11 Year 11: 01/01/2026 – 12/31/2026: \$29,871.14 invoice shall be issued on 01/01/2026.
 - 1.2.12 Year 12: 01/01/2027 – 12/31/2027: \$30,468.57 invoice shall be issued on 01/01/2027.
 - 1.2.13 Year 13: 01/01/2028 – 12/31/2028: \$31,077.94 invoice shall be issued on 01/01/2028.

2. Product Description

- 2.1 **ImageCast® Central Scanner (ICC).** Dominion shall provide the ImageCast® Central Scanner for use by The Customer. The ImageCast® Central Scanner is commercial off-the-shelf digital scanners configured to work with the ImageCast® Central Software for high speed ballot tabulation. Each ImageCast® Central Scanner includes the following components:
 - 2.1.1 Canon DR-G2140 high speed document scanner

- 2.1.2 ImageCast® Central Software including third party Kofax VRS 4.5 software
- 2.1.3 OptiPlex 9020 All-in-One Series with pre-loaded software
- 2.1.4 iButton Security Key
- 2.1.5 iButton Programmer and iButton Key Switch & Cat5 RJ 45 Cables used with Democracy Suite to transfer security and election information to the iButtons for use with the ICC.

2.2 **ImageCast® Central Scanner Software.** The Parties will enter into software licenses for the ImageCast Central Scanner software, substantially in the form of Exhibit B to this Agreement. The Dominion software includes, without limitation:

- 2.2.1 Audit functionality, known as the AuditMark®. For each ballot that is scanned, interpreted and accepted into the unit, a corresponding ballot image is created and stored for audit purposes. The image consists of two parts described below.
 - The top portion of the image contains a scanned image of the ballot.
 - The bottom portion consists of a machine-generated type-out showing each mark that the unit interpreted for that particular ballot. This is referred to as an AuditMark®.

2.3 **Democracy Suite EMS Software (Full System)** platform is a set of applications tailored for all pre-voting and post-voting activities. The Democracy Suite EMS consists of the following components:

2.3.1 Election Event Designer (EED) Client Application is the primary application used for the definition and management of election event. EED is responsible for the definition of election projects. Each election project is represented as an instance of the election domain database with associated set of election project file based artifacts. The definition of the election project will be initiated by importing the election data from the SCORE system. It is important to note that an election project initiated by importing data can be further modified within the EED Client Application.

The EED can generate two types of paper ballots:

- Proofing ballots – ballots produced to allow election project stakeholders to proof ballot content and styling. These ballots cannot be processed by the ImageCast® as they don't have proper ballot barcodes. These ballots are overprinted with the text "Proofing Ballots – date/time"
- Official ballots – represent production ready, press ready ballots in PDF format with barcodes and without any overprinting.

2.3.2 Results Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.4 **Democracy Suite EMS Software (Advanced Express)** consists of the following components:

2.4.1 Election File and iButton Creation Customer is authorized to create Election Files

and iButtons from Democracy Suite to load on the ICE and ICC units.

2.4.2 Results, Tally and Reporting (RTR) Client Application is the application used for the tally, reporting and publishing of election results.

2.5 **ImageCast® Adjudication Application** is a client and server application used to review and adjudicate ImageCast® Central Scanner ballot images. The application uses tabulator results files and scanned images to allow election administrators to make adjudications to ballots with auditing and reporting capabilities. The Adjudication Application examines such voter exceptions as overvotes, undervotes, blank contests, blank ballots, write-in selections, and marginal marks. The application works in two basic modes: election project setup and adjudication. The Adjudication Application can be used in a multi-client environment. Adjudication Application eliminates the need to physically rescan ballots, which can potentially damage the originals and cause chain-of-custody concerns.

2.6 **ImageCast® X Application** is an application used for touchscreen voting on tablets at a voting location, and a Democracy Suite election database. Voting sessions are initiated on the tablet by either a Smart card or the entry of a numeric code based on activation. The ballot is loaded directly onto the standalone device. All voting activity is performed at the tablet, including accessible voting. Accessible voting interfaces connect to the tablet via an adapter that supports most accessible devices, allowing voters to bring their own device. After review and completion of the ballot selections, a paper ballot is created for the voter from a printer in the voting booth, and the ballot is cast after insertion in a ballot box. The paper ballot is the official ballot. The ballots contain a textual representation of the voter's ballot selections for visual review and confirmation, and the ballots are scanned using ImageCast Central Scanner and the results are accumulated in Democracy Suite RTR.

2.7 **Mobile Ballot Production** is an application used to search, preview and print ballots via a local printer device. The application makes use of ballot information and PDFs produced by the Election Event Designer application and information provided through the customer voter registration system.

2.8 **Automated Test Deck Application** is an application used to create accurate test packs for running Pre-Logic and Accuracy Test with optional marking pattern requirements. The application can be used to access the election database and produce a set of print-ready PDFs and results tables

2.9 **System Capabilities.** The system shall be capable of producing, scanning, printing, and tabulating ballots for elections with voter service centers and/or precinct polling locations for not less than 500,000 registered voters (active and inactive), not less than 500 precincts, 1-20 districts, 1-12 political parties, and 1-500 different ballot styles including as many as 100 ballot issues. In addition, the System must qualify for provisional certification by the Colorado Secretary of State.

3. Implementation and Training Description Dominion shall provide the following training to Customer personnel at no additional cost to Customer, except as specifically provided in the Pricing Summary (Section 1) of this Exhibit A-2.

3.1 **Project Plan.** The Customer and Dominion shall finalize a project plan outlining

dates, resources and tasks through the June and November elections. The project plan is attached hereto as Schedule 1 is an initial draft of dates from which the final project plan will be derived.

3.2 **Project Management.** Dominion shall appoint a Statewide Project Manager (“Dominion Project Manager”) to oversee the general operations of the project. The Dominion Project Manager shall be responsible for arranging all meetings, visits and consultations between the Parties and for all administrative matters such as invoices, payments and amendments. The Dominion Project Manager shall communicate with the Customer as to the status of information, procedures and progress on the tasks as set out in this Agreement and to advise the Customer forthwith upon the occurrence of any event requiring a material change in such plans, and request Customer’s written consent to any such material change. In addition, the following Project management resources will be dedicated to the implementation.

3.2.1 Technical Support Manager

3.2.2 System Configuration Manager

3.2.3 Regional Assistant Project Managers

3.2.4 Customer Relations Manager

3.2.5 Training and Documentation Manager

3.2.6 State Certification Liaison

3.2.7 Election Programmers

3.3 **System Training.** Dominion will provide the following training as described herein.

3.3.1 System Transition Training – These initial meetings will orient Dominion to current county processes and provide information to the counties on the overall system, related configurations, ballots, reporting, training, etc. Transition meetings will include, but not be limited to the following:

3.3.1.1 Ballot Templates

3.3.1.2 Reporting

3.3.1.3 Configurable System Settings

3.3.1.4 Ambiguous Zone Thresholds

3.3.1.5 Ballot Printing

3.3.1.6 SCORE Integration

3.3.1.7 Other

3.3.2 ImageCast® X – This training introduces the ImageCast® X system with an emphasis on the operation of the hardware. Students can expect to learn general operations, logic and accuracy testing, Election Day setup and operation, and troubleshooting.

3.3.3 ImageCast Central – This training covers all aspects of ICC operations and

tally, including general operations, process, adjudication, and reporting.

- 3.3.4 Democracy Suite® EMS System– This training covers the configuration of the Democracy Suite® EMS System along with defining an election project. Topics include importing jurisdictional information, ballot layout, ballot proofing and printing, election file creation (tablet, ICC, and mobile ballot printing), automated test deck creation, loading elections, tallying results (including adjudication tally), and generating reports.
- 3.3.5 Mobile Ballot Production – This training covers the configuration and use of the Mobile Ballot Production software, including pollworker train the trainer.
- 3.3.6 Pollworker Train the Trainer – This provides training to the Customer staff on operations of a VSPC including the ImageCast® X, voter check-in, Mobile Ballot Production, system setup, testing and troubleshooting.
- 3.4 **System Acceptance Testing Support.** Dominion will provide direct onsite training and support during the System Acceptance Testing period.
- 3.5 **Local Printing Facilities Certification** shall consist of the following components provided by Dominion:
 - 3.5.1 Provide technical specification requirements for printer certification.
 - 3.5.2 Perform on-site quality control on initial test run of ballots from printers including multiple tabulation sessions.
 - 3.5.3 The certified Printing Facility must agree to source the paper used for ballots with the ImageCast® from a paper manufacturer approved by Dominion, such paper manufacturer having met Dominion’s technical paper specifications.
- 3.6 **System Installation and Configuration** provided by Dominion shall consist of on-site support technicians for the installation and configuration of the System.
- 3.7 **Support during the Pre-Logic and Accuracy Testing** Dominion shall provide support for the Pre-Logic and Accuracy Testing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.
- 3.8 **Post-Election Reporting and Auditing Support.** Dominion shall provide direct on-site support for post-election reporting and auditing. This support will be overseen by the Dominion Project Manager and the Dominion Project Lead.
- 3.9 **Ongoing telephone support.** Telephone support shall be available for Customers during the Term of the Agreement at no additional costs.

SCHEDULE 1
Draft Project Schedule

Task Name	Duration	Start	Finish
Colorado 2017	442 days	Mon 10/3/16	Mon 12/18/17
Project Milestones	380 days	Mon 10/24/16	Tue 11/7/17
County Contracts Negotiated and Signed	60 days	Mon 10/24/16	Thu 12/22/16
Certification of System	92 days	Thu 12/15/16	Thu 3/16/17
Certification Application Filed	1 day	Thu 12/15/16	Thu 12/15/16
Application Review	25 days	Fri 12/16/16	Mon 1/9/17
Draft Test Plan Agreement	5 days	Mon 1/16/17	Fri 1/20/17
VSTL Testing	25 days	Wed 2/1/17	Mon 3/6/17
Review TDP	9 days	Mon 2/13/17	Tue 2/21/17
Final Test Plan Agreement	6 days	Wed 2/22/17	Mon 2/27/17
System Testing	10 days	Mon 3/6/17	Wed 3/15/17
System certified	1 day	Thu 3/16/17	Thu 3/16/17
Installation and Trusted Builds	101 days	Wed 2/1/17	Fri 5/12/17
Build servers, ICC and Adjudication clients	19 days	Mon 3/6/17	Fri 3/24/17
State installs trusted builds on servers, ICC and Adjudication units	12 days	Mon 3/27/17	Fri 4/7/17
Set-up ICX systems	12 days	Mon 4/10/17	Fri 4/21/17
State installs trusted builds on ICX units	19 days	Mon 4/24/17	Fri 5/12/17
Installation of Upgrade/Retrofit - 18 Existing Customers	73 days	Wed 2/1/17	Fri 4/14/17
Draft retrofit / upgrade plan	19 days	Wed 2/1/17	Sun 2/19/17
Schedule and ship new hardware to upgrade counties	59 days	Wed 2/15/17	Fri 4/14/17
Schedule times with Secretary of State Staff	43 days	Wed 2/1/17	Wed 3/15/17
Install trusted builds on all equipment / complete retrofit	19 days	Wed 3/1/17	Sun 3/19/17
Spring Election Milestones	106 days	Tue 1/3/17	Tue 4/18/17
UOCAVA Ballot Deadline	1 day	Sat 2/18/17	Sat 2/18/17
Determine Elections being conducted by existing 18 counties	11 days	Tue 1/3/17	Fri 1/13/17
Identify Ballot Programming Resources	19 days	Mon 1/9/17	Fri 1/27/17
Ballot Production	10 days	Wed 2/1/17	Fri 2/10/17
Absentee ballots sent - Spring	5 days	Mon 4/3/17	Fri 4/7/17
L&A Testing - Spring	11 days	Mon 4/3/17	Thu 4/13/17
Begin counting mail ballots - Spring	0 days	Mon 4/3/17	Mon 4/3/17
Voting Centers Open - Spring	16 days	Mon 4/3/17	Tue 4/18/17
Election Day - Spring	0 days	Mon 4/3/17	Mon 4/3/17
Coordinated Election Milestones	58 days	Mon 9/11/17	Tue 11/7/17
Ballot Production	26 days	Mon 9/11/17	Fri 10/6/17
UOCAVA Ballot Deadline	1 day	Sat 9/23/17	Sat 9/23/17
Absentee ballots sent - Coordinated	5 days	Mon 10/16/17	Fri 10/20/17
L&A Testing - Coordinated	11 days	Mon 10/9/17	Thu 10/19/17
Begin counting mail ballots - Coordinated	0 days	Mon 10/23/17	Mon 10/23/17
Voting Centers Open - Coordinated	16 days	Mon 10/23/17	Tue 11/7/17
Election Day - Coordinated	0 days	Tue 11/7/17	Tue 11/7/17

Task Name	Duration	Start	Finish
Mock Election Milestones	18 days	Mon 6/12/17	Thu 6/29/17
Ballot Production	5 days	Mon 6/12/17	Fri 6/16/17
L&A Testing - Mock	1 day	Mon 6/26/17	Mon 6/26/17
Begin counting mail ballots - Mock	3 days	Tue 6/27/17	Thu 6/29/17
Voting Centers Open - Mock	3 days	Tue 6/27/17	Thu 6/29/17
Election Day - Mock	1 day	Thu 6/29/17	Thu 6/29/17
Project Management	370 days	Wed 12/14/16	Mon 12/18/17
Initiate Project	38 days	Wed 12/14/16	Fri 1/20/17
Internal Project Kick-off	1 day	Wed 12/14/16	Wed 12/14/16
Kick-off with State	3 days	Wed 1/4/17	Fri 1/6/17
Kick-Off Meeting with Counties	2 days	Tue 1/10/17	Wed 1/11/17
Breakout Session - Winter CCCA Conference	3 days	Wed 1/18/17	Fri 1/20/17
Project Management Meetings w State/Counties	286 days	Thu 2/2/17	Tue 11/14/17
Dominion Internal Project Management Meetings	316 days	Mon 2/6/17	Mon 12/18/17
Procurement	31 days	Wed 2/1/17	Fri 3/3/17
ICC system	30 days	Wed 2/1/17	Thu 3/2/17
Canon G1130	30 days	Wed 2/1/17	Thu 3/2/17
Dell all-in-one PC	30 days	Wed 2/1/17	Thu 3/2/17
i-Button programmer	30 days	Wed 2/1/17	Thu 3/2/17
Other Requested Supplies and Consumables	30 days	Wed 2/1/17	Thu 3/2/17
ICX System	30 days	Wed 2/1/17	Thu 3/2/17
Tablets	30 days	Wed 2/1/17	Thu 3/2/17
Tablet Kiosk	30 days	Wed 2/1/17	Thu 3/2/17
Mag Striper Reader	30 days	Wed 2/1/17	Thu 3/2/17
Hub multiport network	30 days	Wed 2/1/17	Thu 3/2/17
BMD Printer	30 days	Wed 2/1/17	Thu 3/2/17
Networking Hardware	30 days	Wed 2/1/17	Thu 3/2/17
Voting Booth	30 days	Wed 2/1/17	Thu 3/2/17
Other Identified or Requested IT Hardware	30 days	Wed 2/1/17	Thu 3/2/17
EMS and Adjudication Hardware	30 days	Thu 2/2/17	Fri 3/3/17
EMS Server	30 days	Thu 2/2/17	Fri 3/3/17
EMS Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Adjudication Workstation	30 days	Thu 2/2/17	Fri 3/3/17
Network Security Devices	30 days	Thu 2/2/17	Fri 3/3/17
Monitors (2 server and Adjudication)	30 days	Thu 2/2/17	Fri 3/3/17
Keyboard, Mouse, Cables...	30 days	Thu 2/2/17	Fri 3/3/17
Other Identified or Requested IT Hardware	30 days	Thu 2/2/17	Fri 3/3/17
Configuration, Installation, Training and Testing	271 days	Mon 10/3/16	Fri 6/30/17
System Configuration	89 days	Mon 10/3/16	Fri 12/30/16
Integrate SCORE export with EMS	89 days	Mon 10/3/16	Fri 12/30/16
Examine existing SCORE election definition exports	89 days	Mon 10/3/16	Fri 12/30/16
Test new files from State	3 days	Wed 12/28/16	Fri 12/30/16
Installation, Mock Election & Acceptance Testing	115 days	Mon 2/13/17	Wed 6/7/17

Task Name	Duration	Start	Finish
Preparation for Acceptance Testing	26 days	Mon 2/13/17	Fri 3/10/17
Review County Operations	26 days	Mon 2/13/17	Fri 3/10/17
Deployment & Acceptance Testing	45 days	Mon 4/24/17	Wed 6/7/17
Deploy servers, ICC and initial ICX units to all counties	30 days	Mon 4/24/17	Tue 5/23/17
On-site mock election preparation for all counties	30 days	Mon 4/24/17	Tue 5/23/17
Acceptance Testing of EMS, ICC and ICX	45 days	Mon 4/24/17	Wed 6/7/17
Training	180 days	Mon 1/2/17	Fri 6/30/17
Finalize User Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICX Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICX User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Poll-Worker Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
ICC Documentation	30 days	Mon 1/2/17	Tue 1/31/17
ICC User Guide	30 days	Mon 1/2/17	Tue 1/31/17
Acceptance Test Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L & A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication Users Guide	30 days	Mon 1/2/17	Tue 1/31/17
Adjudication Quick Reference Guide	30 days	Mon 1/2/17	Tue 1/31/17
Operator Training Manual	30 days	Mon 1/2/17	Tue 1/31/17
L&A Procedure, checklist and sign-off form	30 days	Mon 1/2/17	Tue 1/31/17
EMS Documentation	30 days	Mon 1/2/17	Tue 1/31/17
EED Users guide	30 days	Mon 1/2/17	Tue 1/31/17
RTR Users guide	30 days	Mon 1/2/17	Tue 1/31/17
Customer System Training	23 days	Thu 6/8/17	Fri 6/30/17
Express Server Customer Training	23 days	Thu 6/8/17	Fri 6/30/17
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
Standard Server Customer Training	23 days	Thu 6/8/17	Fri 6/30/17
Mock Election on-site training	16 days	Thu 6/8/17	Fri 6/23/17
ICC/Adjudication Operations training	18 days	Thu 6/8/17	Sun 6/25/17
ICX Operations training	23 days	Thu 6/8/17	Fri 6/30/17
EMS / RTR Training	18 days	Thu 6/8/17	Sun 6/25/17
Pollworker Train the Trainer	23 days	Thu 6/8/17	Fri 6/30/17
Spring Election	33 days	Mon 5/22/17	Fri 6/23/17
Election Programming	26 days	Mon 5/22/17	Fri 6/16/17
Final Election Ballot and Database Creation	15 days	Mon 5/22/17	Mon 6/5/17
Ballot Creation for Review by County Officials	10 days	Mon 5/22/17	Wed 5/31/17

Task Name	Duration	Start	Finish
Final Revisions to Ballots	5 days	Thu 6/1/17	Mon 6/5/17
Election Materials Provided to County	11 days	Tue 6/6/17	Fri 6/16/17
Official Ballot Images generated	1 day	Tue 6/6/17	Tue 6/6/17
L&A Test Ballots Generated	8 days	Tue 6/6/17	Tue 6/13/17
Distribute Election Project Packages	1 day	Fri 6/16/17	Fri 6/16/17
Spring Elections - Finalize Election Files & Logic and Accuracy Testing	5 days	Mon 6/19/17	Fri 6/23/17
County Receives and Restores Election package	1 day	Mon 6/19/17	Mon 6/19/17
Test ballots provided to printer	2 days	Mon 6/19/17	Tue 6/20/17
Load Election Files to ICC and ICX	1 day	Mon 6/19/17	Mon 6/19/17
Scan test ballots, upload and verify results	5 days	Mon 6/19/17	Fri 6/23/17
Mock Election	63 days	Mon 5/22/17	Sun 7/23/17
Mock Election - Finalize Election Files & Logic and Accuracy Testing	5 days	Wed 7/19/17	Sun 7/23/17
County Receives and Restores Election package	1 day	Wed 7/19/17	Wed 7/19/17
Test ballots provided to printer	2 days	Wed 7/19/17	Thu 7/20/17
Load Election Files to ICC and ICX	1 day	Wed 7/19/17	Wed 7/19/17
Scan test ballots, upload and verify results	5 days	Wed 7/19/17	Sun 7/23/17
Export Results to State-wide System	1 day	Fri 7/21/17	Fri 7/21/17
Election Programming	26 days	Mon 5/22/17	Fri 6/16/17
Final Election Ballot and Database Creation	15 days	Fri 6/23/17	Fri 7/7/17
Ballot Creation for Review by County Officials	10 days	Fri 6/23/17	Sun 7/2/17
Final Revisions to Ballots	5 days	Mon 7/3/17	Fri 7/7/17
Election Materials Provided to County	11 days	Sat 7/8/17	Tue 7/18/17
Official Ballot Images generated	1 day	Sat 7/8/17	Sat 7/8/17
L&A Test Ballots Generated	8 days	Sat 7/8/17	Sat 7/15/17
Distribute Election Project Packages	1 day	Tue 7/18/17	Tue 7/18/17
General Election 2017	152 days	Mon 7/17/17	Fri 12/15/17
Project Plan Review and Update	28 days	Mon 7/17/17	Sun 8/13/17
Capture Lessons Learned from Mock	14 days	Mon 7/17/17	Sun 7/30/17
Internal Review	14 days	Mon 7/17/17	Sun 7/30/17
Stakeholder consultations	14 days	Mon 7/17/17	Sun 7/30/17
Review issues log	14 days	Mon 7/17/17	Sun 7/30/17
Revise Project Plan and Project Schedule	14 days	Mon 7/31/17	Sun 8/13/17
Revise Project and User Documentation	14 days	Mon 7/31/17	Sun 8/13/17
Election Programming - General Election	19 days	Mon 9/11/17	Fri 9/29/17
Final Election Ballot and Database Creation	9 days	Mon 9/11/17	Tue 9/19/17
Ballot Certification Deadline for General	1 day	Mon 9/11/17	Mon 9/11/17
Final Ballot and Report Proofs to County Officials	8 days	Tue 9/12/17	Tue 9/19/17
Ballot and Report Review by Client	1 day	Tue 9/12/17	Tue 9/12/17
Revisions to Ballots and/or Reports	1 day	Wed 9/13/17	Wed 9/13/17
Election Materials Provided to County	16 days	Thu 9/14/17	Fri 9/29/17
Official Ballot Images generated	1 day	Thu 9/14/17	Thu 9/14/17
L & A Test Ballots Generated	8 days	Fri 9/15/17	Fri 9/22/17

Task Name	Duration	Start	Finish
Distribute Election Project Packages	7 days	Sat 9/23/17	Fri 9/29/17
General Election - Finalize Election Files & Logic and Accuracy Testing	27 days	Sat 9/23/17	Thu 10/19/17
County Receives and Restores Election package	1 day	Sat 9/23/17	Sat 9/23/17
Test ballots provided to printer	3 days	Sun 9/24/17	Tue 9/26/17
Load Election Files to ICC and ICX	1 day	Sat 9/23/17	Sat 9/23/17
Scan test ballots, upload and verify results	10 days	Sat 9/23/17	Mon 10/2/17
Export Results to State-wide System	1 day	Thu 10/19/17	Thu 10/19/17
Election Support - General Election	54 days	Mon 10/23/17	Fri 12/15/17
Mail Ballot Tabulation Support	16 days	Mon 10/23/17	Tue 11/7/17
Region 1	16 days	Mon 10/23/17	Tue 11/7/17
Region 2	16 days	Mon 10/23/17	Tue 11/7/17
Region 3	16 days	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	16 days	Mon 10/23/17	Tue 11/7/17
County Tier 1.1	16 days	Mon 10/23/17	Tue 11/7/17
VSPC support	9 days	Mon 10/30/17	Tue 11/7/17
Region 1	9 days	Mon 10/30/17	Tue 11/7/17
Region 2	9 days	Mon 10/30/17	Tue 11/7/17
Region 3	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
County Tier 1.1	9 days	Mon 10/30/17	Tue 11/7/17
Election Day Support	3 days	Tue 11/7/17	Thu 11/9/17
Region 1	3 days	Tue 11/7/17	Thu 11/9/17
Region 2	3 days	Tue 11/7/17	Thu 11/9/17
Region 3	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
County Tier 1.1	3 days	Tue 11/7/17	Thu 11/9/17
Project Plan Review and Update	33 days	Mon 11/13/17	Fri 12/15/17
Capture Lessons Learned	33 days	Mon 11/13/17	Fri 12/15/17
Internal Review	5 days	Mon 11/13/17	Fri 11/17/17
Stakeholder consultations	5 days	Mon 11/13/17	Fri 11/17/17
Review issues log	5 days	Mon 12/11/17	Fri 12/15/17