



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, May 17, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the May 3, 2022 meeting.

Acknowledge the receipt of the Treasurer's Report for the month of April, 2022.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of April, 2022.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of April, 2022.

Acknowledge the receipt of the Sheriff's Fee Report for the month of April, 2022.

Appointment of Kevin Wagner to the Logan County Fair Board Commercial Exhibitor position at the recommendation of the Fair Board.

Unfinished Business

Consideration of the approval of the bid for design and construction of an 80' x 100' building addition to the existing Exhibit Center located on the fairgrounds at 1120 Pawnee Avenue to be used as a multi-purpose Community Center.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 18, 2022.

The Board will open bids for the 2022 Asphalt Overlay program.

The Board will open bids for two indigent burials.

Consideration of the approval of a petition for abatement of taxes on behalf of Patricia Bartlett, Logan County Treasurer, for property donated to the Town of Crook which is now exempt which will result in an abatement of \$37.21.

The Board will sign vehicle titles for vehicles which will be sold at auction on May 23, 2022:

1990 Chevy Van Vin# 2GCEG25CXL4129595.
2008 Chevy Impala Vin# 2G1WB55K481271454.

Consideration of the approval of an agreement between Logan County and Turn Key Health Clinics, LLC ("Contractor"). The purpose of this Contract is to contract for the provision of Mental Healthcare Services at the Logan County Detention Center in Sterling, Colorado.

Consideration of the approval of a Logan County Lodging Tax Board Project for Colorado Flatlanders Annual Rod Run in the amount of \$3,500.

Consideration of the approval of an application for a Fireworks Display Permit on behalf of Sterling Boat Club for Saturday, July 2 or Sunday, July 3, 2022 at the Sterling Boat Club Dock. At North Sterling State Park for the entertainment for the community and visitors of the State Park and Boat Club Members.

Consideration of the approval of an amended Resolution 2022-22 on behalf of Sterling RV LLC/Jane Bauder for the operation of a fourteen (14) space RV Park with related equipment and structures in the SE1/4SW1/4 of Section 26, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed on Monday, May 30, in Observance of Memorial Day.

The next meeting will be scheduled for Tuesday, May 31, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

May 3, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder-Absent
Rachelle Stebakken	Logan County Deputy Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Chance Wright	Logan County Buildings and Grounds
Dave Long	Human Services
Dan Nguyen	Millig
James Greeson	Millig
Justin Pape	Millig
Aaron Tilden	Millig
Peggy Duvall	
Alan Duvall	
Karen Salazar	Older Americans Proclamation
Carl Salazar	Older Americans Proclamation
Peggy Stoltenberg	Logan County Coalition on Aging
Jane DeSanti	Older Americans Proclamation
Jeff Rice	Journal Advocate

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 19, 2022, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's Report and Certification of Pay form for the month of April 2022.

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

Chairman Pelton continued with Unfinished Business:

Commissioner McBride moved to award the bid for the 2022 Logan County Fair for Portable Restrooms and Trash Disposal to Waste Management in the amount of \$6,284.90 for Portable Restrooms and \$4,415.00 for Trash Disposal. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve a contract between Logan County and the Colorado Department of Human Services, Office of Behavioral Health, providing grant funding in the amount of \$45,000 in FY2022 and \$265,000 in FY2023 for the expansion or improvement of behavioral health disorder treatment programs in Logan County and allow the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

- Dave Long, Director of Human Services, explained the grant funding.

Commissioner Pelton continued with New Business:

The Board Opened Bids for the design and construction of an 80' x 100' building addition to the existing Exhibit Center located on the fairgrounds at 1120 Pawnee Avenue to be used as a multipurpose Community Center.

- Growling Bear Construction in the amount of \$2,297,802.09.
- American Building Systems LLC in the amount of \$1,345,600.00.
- GSG Architectural Design – no bid.

Commissioner McBride moved to accept the bids and give them to Chance Wright of Buildings and Grounds and Commissioner Bauder for a recommendation for the design and construction of an 80' x 100' building addition to the existing Exhibit Center located on the fairgrounds at 1120 Pawnee Avenue to be used as a multipurpose Community Center. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a proclamation designating the month of May 2022, Older Americans Month. Commissioner Bauder seconded, and the motion carried 3-0.

- Peggy Stoltenberg with the Logan County Coalition on Aging thanked the Board and explained how they have designated Logan County as an Age Friendly Community.

Commissioner Bauder moved to approve an Energy Performance Contract Amendment incorporated into the Energy Performance Contract between Millig, LLC and Logan County Colorado and allow the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and CBEP Solar 1, LLC and issuance of Right of Way Permit Number 2022-8 for use of the county's right of way along County Road 41 for a driveway access. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-20, approving the final plat for the Lee and Joan Rhodes Minor Subdivision, located in the Northeast Quarter (NE1/4) of Section 34, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2022-21 approving a Subdivision Exemption on behalf of Timothy G. and Laurie L. Cook to create a 2.28-acre parcel from a 38.00-acre parcel in an Agricultural (A) zone district in the Southwest Quarter (SW1/4) of Section 35, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder excused herself from the Board.

Commissioner McBride moved to approve a Special Use Permit Application on behalf of Sterling RV LLC/Jane Bauder for the operation of a fourteen (14) space RV Park with related equipment and structures in the SE1/4SW1/4 of Section 26, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado. Commissioner Pelton seconded, and the motion carried 2-0.

- Chairman Pelton opened the meeting for public comments. Hearing no comments, Chairman Pelton closed the public comments.

Commissioner Bauder rejoined the Board.

Commissioner Bauder moved to approve an agreement between Logan County Department of Human Services and the Cooperating Ministry of Logan County for food baskets in exchange for total TANF funding in the amount of \$18,000.00 and allow the Chairman to sign. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve an American Rescue Plan Act State and Local Fiscal Recovery Fund Logan County Services Contract between Logan County Department of Human Services and New Pathways Counseling Center to provide mental health and substance abuse counseling services in Logan County in the amount of \$82,000.00 and allow the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

- Dave Long with Human Services explained the funds.

Other Business

Inspection of the Logan County Jail.

The Board will begin holding Work Sessions and Business Meetings on every first, third and fifth (if applicable) Tuesday of the month beginning in May due to staffing concerns.

The next meeting will be scheduled for Tuesday, May 17, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:03 a.m.

Submitted by:

Rachelle Steballe
Logan County Deputy Clerk

Approved: May 17, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
APRIL 2022

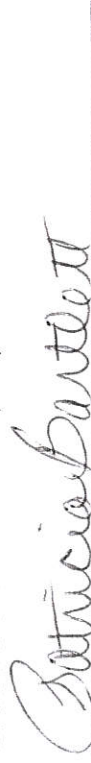
COUNTY FUNDS	3/31/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	4/30/22 BALANCE
COUNTY GENERAL	\$ 12,606,546.30	\$ 2,123,542.28	\$ 65,602.28	\$ 226,888.49	\$ -	\$ (916,220.44)	\$ (44,204.31)	\$ 14,062,154.60
ROAD & BRIDGE	\$ 7,442,788.02	\$ 278,768.98	\$ 10,128.47	\$ 484,500.29	\$ -	\$ (310,162.33)	\$ (11,148.67)	\$ 7,894,874.76
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,114,012.97	\$ 109,286.14	\$ 3,376.15	\$ 32,815.68	\$ -	\$ (135,062.17)	\$ (2,185.73)	\$ 1,122,243.04
JUSTICE CENTER	\$ 859,939.10	\$ -	\$ -	\$ 74.58	\$ -	\$ -	\$ -	\$ 860,013.68
TELEVISION FUND	\$ 141,993.71	\$ 16,393.16	\$ 506.48	\$ -	\$ -	\$ (2,624.02)	\$ (327.86)	\$ 155,941.47
PEST CONTROL	\$ 282,945.63	\$ 52,305.04	\$ 1,324.91	\$ 3,230.03	\$ -	\$ (9,907.34)	\$ (1,046.10)	\$ 328,852.17
LODGING TAX	\$ 166,602.46	\$ -	\$ -	\$ 12,792.16	\$ -	\$ (41,718.28)	\$ -	\$ 137,676.34
SOLID WASTE	\$ 1,950,906.16	\$ -	\$ -	\$ 60,653.42	\$ -	\$ (45,153.77)	\$ -	\$ 1,966,405.81
SOLID WASTE CLOSURE	\$ 699,909.68	\$ -	\$ -	\$ 5,562.56	\$ -	\$ -	\$ -	\$ 705,472.24
CONSERVATION TRUST	\$ 373,003.90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 373,003.90
FAIR FUND	\$ 274,866.69	\$ -	\$ -	\$ 47,164.00	\$ -	\$ (7,677.49)	\$ -	\$ 314,353.20
CAPITAL IMPROVEMENT	\$ 4,144,846.43	\$ -	\$ -	\$ 173,521.99	\$ -	\$ (35,416.29)	\$ (3,466.92)	\$ 4,279,485.21
AMBULANCE FUND	\$ 134,214.38	\$ -	\$ -	\$ 57,404.11	\$ -	\$ (7,733.16)	\$ -	\$ 183,885.33
% TAX COLLECTED TO DATE								70.02%
TOTALS	\$ 30,864,574.98	\$ 2,580,295.60	\$ 80,938.29	\$ 1,104,607.31	\$ -	\$ (1,511,675.29)	\$ (62,379.59)	\$ 33,056,361.30

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 8,648,341.52 for the month of APRIL 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of APRIL 2022 is \$ 100,281.09 which includes fees for the County and all taxing authorities.


Patricia Bartlett, Logan County Treasurer

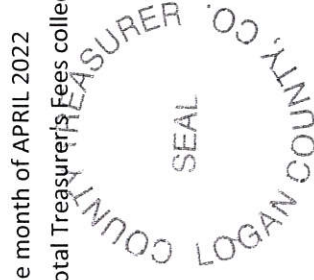
Subscribed and sworn to before me this 5th day of MAY 2022, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 19, 2023


Notary Public

VIRGINIA L. HOFFMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914013081
MY COMMISSION EXPIRES SEPTEMBER 19, 2023



LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR APRIL 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	28.57	@ \$1.17	\$33.43
City of Sterling Clean-up	SFCC	307.33	@ \$1.17	\$359.58
City of Sterling Packers	SF	445.25	@ \$23.17	\$10,316.44
City of Sterling Dump Trucks	CL	21.34	@ \$23.17	\$494.45
General Public		51.62	@ \$23.17	\$1,196.04
Commercial (Packers & Roll Offs)	C	772.32	@ \$23.17	\$17,894.65
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	0.28	@ \$36.17	\$10.13
Industrial Waste	All other ID	403.36	@ \$36.17	\$14,589.53
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	59.43	@ \$46.34	\$2,753.99
Industrial Waste Out of County	IDOC	34.18	@ \$72.34	\$2,472.58
Rural Free Certificates	NC	80.81	NC	
All County Vehicles	NCC	95.58	NC	
TOTAL TONS		2300.07		
\$10.00 MINIMUM DIFFERENTIAL				\$466.51
\$20.00 MINIMUM DIFFERENTIAL				-\$0.13
E-Waste Recycling		9		\$63.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		7.70		
Car Tires (CHG)		51	@ \$5.00	\$255.00
Truck Tires (CHG)		1	@ \$8.00	\$8.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)			NC	
Appliances (CHG)		6	@ \$5.00	\$30.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		966		
TOTAL OC & IDOC				\$5,226.44
TOTAL IN COUNTY				\$45,716.75
GRAND TOTAL				\$50,943.19

SIGNED BY:

DATE:

April Henson
4/30/22

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Apr-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	262.38	807.28	\$6,610.60
CHARGE	1263.77	2332.88	\$33,116.47
CITY OF STERLING	773.92	1584.74	\$11,216.12
TOTAL	2300.07	\$4,724.90	\$50,943.19
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES	7.70		
RECYCLED WOOD			
GRAND TOTAL TNS	2307.77		

SIGNED BY:

DATE:

April Swenson
4/30/22

Clerk Fees Collected 2022

April

	<u>2021</u>	<u>2022</u>	
<u>Recording Fees Retained</u>	17,265.35	17,867.00	
<u>Motor Vehicle Fees Retained</u>	327,521.37	295,616.49	
Total	\$ 344,786.72	\$ 313,483.49	\$31,303.23

Fees & Taxes Distributed

State of Colorado	266,106.91	228,108.50	
City of Sterling	47,952.01	43,851.40	
Town of Fleming	602.82	4,279.42	
Total	\$ 314,661.74	\$ 276,239.32	\$38,422.42

Fees Retained Year to Date \$1,363,836.80

*emailed to
Jennifer
05.13.2022
② 1:40pm ③

CIVIL PAYMENTS						
Apr-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
4/6/2022	887	10904	2022-177	\$ 40.00	\$ 15.00	\$ 25.00
4/6/2022	888	310843	2022-172	\$ 40.00	\$ 15.00	\$ 25.00
4/19/2022	890	23646	2022-195	\$ 35.00	\$ 15.00	\$ 20.00
5/3/2022	891	303806	2022-222	\$ 35.00	\$ 15.00	\$ 20.00
5/3/2022	892	303805	2022-221	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 110.00

CIVIL PAYMENTS CREDIT CARDS					
Apr-22					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
4/4/2022		2022-174/175	\$ 45.00	\$ -	\$ 45.00
4/6/2022	889	2022-183	\$ 80.00	\$ 45.00	\$ 35.00
4/7/2022		2022-179	\$ 35.00	\$ -	\$ 35.00
4/8/2022		2022-178	\$ 40.00	\$ -	\$ 40.00
4/8/2022		2022-167	\$ 35.00	\$ -	\$ 35.00
4/19/2022		2022-196/197	\$ 45.00	\$ -	\$ 45.00
4/22/2022	893	2022-203	\$ 35.00	\$ 15.00	\$ 20.00
4/25/2022		2022-198	\$ 35.00	\$ -	\$ 35.00
4/26/2022		2022-202	\$ 43.00	\$ -	\$ 43.00
4/26/2022		2022-204/205	\$ 45.00	\$ -	\$ 45.00
4/28/2022		2022-211	\$ 35.00	\$ -	\$ 35.00
5/3/2022		2022-215	\$ 40.00	\$ -	\$ 40.00
			Total Owed to County		\$ 453.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Apr-22					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
4/11/2022			\$ 12.00		\$ 12.00
4/12/2022			\$ 73.00		\$ 73.00
4/14/2022			\$ 12.00		\$ 12.00
4/18/2022			\$ 96.00		\$ 96.00
4/27/2022			\$ 12.00		\$ 12.00
4/28/2022			\$ 88.00		\$ 88.00
5/9/2022			\$ 12.00		\$ 12.00
			Total Owed to County		\$ 305.00

CHP CREDIT CARDS			
Apr-22			
Date		Amount	Amount Owed to County
4/13/2022		\$ 63.00	\$ 63.00
4/13/2022		\$ 152.50	\$ 152.50
4/15/2022		\$ 78.00	\$ 78.00
4/25/2022		\$ 63.00	\$ 63.00
4/25/2022		\$ 63.00	\$ 63.00
4/26/2022		\$ 52.50	\$ 52.50
4/27/2022		\$ 63.00	\$ 63.00
4/28/2022		\$ 63.00	\$ 63.00
4/29/2022		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 750.50

CIVIL CHECKS	\$	110.00	
CIVIL CREDIT CARDS	\$	453.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	305.00	
CHP CREDIT CARDS	\$	750.50	
TOTAL PAID TO GENERAL FUND	\$	1,618.50	Check#894
DEPOSIT TAKEN TO BANK OF COLORADO	\$	185.00	



Logan County Advisory Board Fair Board Application

Applicant Information

Position Applied For: Commercial Exhibits and Parking		
First Name: Kevin	Last Name: Wagner	
Address: 14880 County Road 25		
City: Sterling	State: CO	Zip Code: 80751
Cell Phone: (970) 520 - 8168	Email Address: kwaglcfc@gmail.com	
Occupation: Self employed		

Experience

Do you have experience with this position? ☒ YES ☐ NO

If yes, explain.

I have previously worked closely with the fairgrounds building and grounds fair board member prior to fair in preparation for the commercial exhibits at a different level. That experience of knowing what is needed for the commercial exhibits will be valuable. In working alongside a long standing local catering business, I also draw from those experiences and feel I know what is needed behind the scenes to facilitate a successful experience for both the vendors and the public.

Qualifications

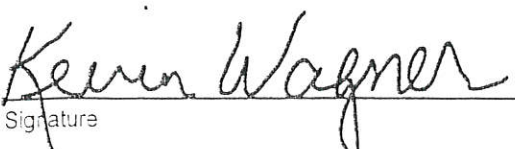
What qualifications do you have to complete the specified duties?

As a former business owner in Logan County, I know the importance of communication and being available in person to problem solve issues as they arise. There are undoubtedly going to be some sort of conflict or problem and being able to manage those problems and concerns is key.

Interest

I am interested in serving because:

After many, many years of seeing the value that Logan County and the Logan County Fair has instilled in my life as well as my family's lives, I want to be able to give back to the things that are important in our community and to me. Although I recognize this is a daunting task as a volunteer fair board member, the precious time that goes into completing a task such as this is important. The Logan County Fair has been so valuable to my family and as we continue to keep the 4-H and FFA tradition alive, I want to be an integral part in keeping this vibrant community event sustainable for future 4-H and FFA families in years to come.


Signature _____ Date 5/10/22

Submit Applications to the Fair Office at:
315 Main Street
Sterling, CO 80751

OR
Email Applications to Faith Blankenship at:
lcfair@logancountyco.gov



Logan County Advisory Board Fair Board Application

Applicant Information

Position Applied For: Commercial Exhibit & Parking Coordinator

First Name: Ronald and Michelle

Last Name: Lynn

Address: 18809 Center Lane

City: Sterling

State: CO

Zip Code: 80751

Cell Phone: (970) 571-1266 Michelle
(970) 580-8913 Ronald

Email Address: michelle.lynn@northeasternplainssolutions.org

Occupation: Michelle- Behavioral Health Billing
Ronald- Senior Manager Supply Chain

Experience

Do you have experience with this position?

☒ YES

☐ NO

If yes, explain.

We have previous experience with organizing craft fairs, demolition derbys and wrestling events

Qualifications

What qualifications do you have to complete the specified duties?

Our schedules can be very flexible. We both have the ability to effectively multi-task and juggle multiple responsibilities at once. Attention to detail for ensuring the project meets the goals set forth. Excellent interpersonal and communication skills.

Interest

I am interested in serving because:

We want to make a meaningful contribution to our community and help others enjoy our county fair activities.

Michelle Lynn 5/10/2022
Ronald E. Lynn 05/10/2022
Signature Date

Submit Applications to the Fair Office at:
315 Main Street
Sterling, CO 80751

OR
Email Applications to Faith Blankenship at:
lcfair@logancountyco.gov



Logan County is requesting proposals to design and construct an 80'x100' building addition to the existing Exhibit Center located on the fairgrounds at 1120 Pawnee Avenue, Sterling CO to be used as a multi-purpose Community Center.

Specifications are available in the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751, <https://logancounty.colorado.gov/>, or via BidNet.com. Mandatory pre-bid meeting will be held March 30, 2022 at 1:00 PM at the Logan County Fairgrounds, 1120 Pawnee Ave, Sterling, Colorado. Requests for clarification must be received no later than 5:00 p.m. April 6, 2022 either by BidNet.com or contacting Chance Wright (Buildings and Grounds Supervisor) at cwright@logancountyco.gov.

Sealed proposals marked "EC Community Center Building Addition" will be accepted until 5:00 p.m. Friday, April 29, 2022 at the office of Logan County Commissioners, or via BidNet.com. Proposals should list all equipment and materials necessary. Proposals will be opened and reviewed on May 3, 2022. 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 REQUEST FOR PROPOSALS (RFP)

EC Community Center Building Addition

LOGAN COUNTY, Colorado (hereinafter referenced as "County") is requesting proposals from qualified persons or firms (hereinafter referenced as "Vendor") to design and construct a building addition to the existing Exhibit Center located at the County fairgrounds for the purpose of a Community Center to be used for multiple events including weddings, meetings, or other indoor activities.

The bidder shall provide a proposal for **design and turn key construction** to include HVAC, restrooms, doors, flooring and industrial kitchen.

The bidder shall provide a separate proposal for site preparation and drainage.

Preference is given to the vendor who can do the entire project.

GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION:

- **100'x80' steel building** with matching or complimentary colors to existing Exhibit Center Building (See Attachment A for "sample" design and site pictures)
- **Industrial style interior design** (i.e. liner panel on interior walls, exposed spiral duct work)
- **Timber style gable entrance with brick accent** (Attachment A)
- **Main Entrance door** – automotive showroom door 108"x84"
- **HVAC** – heating and air-conditioning (forced air)
- **Restrooms**
- **Industrial Kitchen** – includes design and fully functioning
- **Acoustic Design**
- **Dirt work** to prepare site and drainage
- **Design** – Any equipment to be purchased shall be the manufacturer's latest model of production. Said equipment shall be of superior quality and suitable to the use for which it is intended. The technical design shall be in line with the best practice in the industry and the materials and workmanship entering into the construction shall be of the kinds and qualities which will ensure long life, dependability, and least cost of maintaining and repairing.
- **Acknowledgment and Delivery Schedule** – Project to begin no sooner than **August 15, 2022** in order to not conflict with summer or County Fair activities. Delivery date will be noted in the bid packet. The successful bidder shall acknowledge the receipt of the order and certify delivery as scheduled.
- **Warranty** - The successful bidder shall warrant that:
 - ❖ The goods to be supplied pursuant to this bid are fit and sufficient for the purpose intended
 - ❖ The goods are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship
 - ❖ The successful bidder shall further warrant that they have title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests. All warranties made by the successful bidder, together with the service warranties' and guarantees shall run to Logan County and its successors and assigns.
- **Service Calls** in the first one-year period – the successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by the County, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first supplied.

- **The bidder acknowledges** that all contracts are subject to approval by the **Logan County Commissioners**. Bidder should not incur any costs prior to receipt of the signed contract approved by the County. Any costs incurred by bidder prior to receipt of an approved contract are the sole responsibility of the applicable bidder. Any costs incurred by bidder in preparation of its bid are the sole responsibility of the applicable bidder.
- **Desired Project Schedule** – preferred completion by **12/31/2022**.
 - ❖ Time is of the essence and important this project completes by the desired date however proposers should indicate anticipated substantial completion date on the basis of the requirements in this RFP. Additional review may be required depending on availability of product.

OBJECTIVES OF PROJECT:

- **Accessibility:** Coordinate with County during pre-construction and construction phases to ensure the project will provide equitable access, exceeding ADA standards at completion.
- **Collaboration:** Collaborate with the County to provide an updated facility that meets the needs and vision of the county.
- **Cost:** Recommend opportunities for value engineering, minimize change orders to the extent possible and minimize life-cycle costs.
- **Safety:** Implement an effective safety program incorporating best industry practices that provide safe working conditions for the construction workers, county staff and general public during construction as well as long term operational safety.
- **Sustainability:** Review and participate with county on the selection of quality design materials that will minimize project costs, meet and/or accelerate the project schedule, and be sustainable and reliable for the life cycle of the project.

The successful Vendor(s) will be expected to provide all the needed equipment, consultation, construction, installation, or service to implement the Community Center Building addition presented in this RFP.

A **performance** and **payment bond** in an amount of at least 50% of the contract sum shall be required if the cost of the project exceeds **\$50,000.00**.

Proposals shall include a detailed cost breakdown, warranty and descriptive literature. Include any billing rates, total task completion cost, services by others, and reimbursable direct expenses.

NOTICE TO BIDDERS – TIMELINE AND INSTRUCTIONS

All vendors interested in participating in this RFP must have a representative attend the **mandatory pre-bid** meeting to be held on **March 30, 2022 at 1:00 PM MST**, at Logan County Fairgrounds, 1120 Pawnee Ave, Sterling Colorado.

Requests for clarification concerning this RFP be submitted in writing to either BidNet.com or emailed to **Chance Wright (Buildings and Grounds Supervisor)** cwright@logancountyco.gov no later than **5:00 pm MST on April 6, 2022**. All clarification requests with County response will be made available via BidNet.com.

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

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

Proposals shall follow the requirements outlined and be received by **mail or via BidNet.com**, or in person no later than **5:00 PM MST on April 29, 2022** to:

Logan County Board of Commissioners, 315 Main Street, Sterling, CO 80751
RE: EC Community Center Building Addition

Proposals received prior to April 29, 2022 will be kept unopened in a secure place.

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

Proposals shall be opened & reviewed on **May 3, 2022** during the **Board of County Commissioners** business meeting.

Proposals should be organized and numbered in the preferred order presented below:

- Cover page
- History and background
 - Include a brief history of the company and provide any background information that may be relevant to the technical integration and/or requirements of the solution.
- Summary of similar projects and references
 - Include a maximum of two (2) similar example projects (government references preferred), including client references, that the Vendor has completed within the past two (2) years that demonstrate the experience of the proposed team members to satisfy the scope of work. References are recommended and should be from a similar public entity when possible.
- Product specifications and solutions
- Product purchase, installation, and training (if needed) pricing

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

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

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



REQUEST FOR PROPOSALS 2022 ASPHALT OVERLAY

The Board of Logan County Commissioners is requesting proposals from qualified contractors for 2022 asphalt overlay projects. Specifications are enclosed. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, May 16, 2022. Proposals will be opened at 9:00 a.m. on Tuesday, May 17, 2022 at the Logan County Courthouse, 315 Main Street, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County

cc: Logan County Road and Bridge Department

Logan County 2022 Overlay Program
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2022 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and _____, hereinafter called Contractor.

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

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

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2022 Milling/Overlay Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed in 2022 unless conditions or schedules do not allow completion of the project within the fiscal year. Changes in schedule will be agreed upon by the Contractor and Logan County.
- B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

- A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of Road and Bridge Manager.
- B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

SPECIFICATIONS

PROJECT: MILLING & ASPHALT PAVING

SCOPE OF WORK:

Logan County intends to mill and repave approximately ten (10) miles of two roads located within the county.

LOCATIONS:

LCR 39 from LCR 30 North 5 miles

LCR 43 from HWY 138 North 5 miles

(The County can adjust miles according to unit prices)

MILLING:

Logan County intends to mill a depth of 2" the full width of the existing asphalt road 22'. The County intends to haul and retain the milled material. All other equipment and work during the milling operations will be the contractors' responsibility. Bidders shall use unit cost per square yard.

BITUMINOUS ASPHALT:

Paving Material shall be a grade SX or equivalent. Asphalt overlay on milled surface shall be 2" compacted depth and 22' Wide.

Asphalt Milling - Unit Price Per Square Yard \$ _____

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

ARTICLE IV - Extra Work

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

ARTICLE V - Correction of Work

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

ARTICLE VI - Insurance

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

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

ARTICLE VII - Work Locations

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

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

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Chairman

Attest: _____
County Clerk and Recorder

CONTRACTOR:

By: _____

Attest: _____

PETITION FOR ABATEMENT OR REFUND OF TAXES

(Must be filed in duplicate and all questions must be answered)

Petitioners: Complete this side only.

Sterling City or Town, Colorado, April 20, 2022 Date 1/19

To The Honorable Board of Commissioners of Logan County

Gentlemen:

The petition of Patricia Bartlett, Logan County Treasurer,
 whose mailing address is: 315 Main Street, Suite 4

Sterling City or Town, Colorado State 80751 Zip Code

SCHEDULE NUMBER	DESCRIPTION OF PROPERTY AS LISTED ON TAX ROLL
38026711204003	Land donated to the Town of Crook Amount paid \$364.05 based off of 2020 levies 2021 Taxes \$401.26 - Amount to be abated \$37.21

respectfully requests that the taxes assessed against the above property for the years A.D. 19 2021, 19 _____, are erroneous, illegal, or due to error in valuation for the following reasons:

Describe specifically the circumstances surrounding the incorrect value or tax, including owner's estimate of value. (Attach additional sheets if necessary)

Property from taxable to exempt \$37.21

	<u>19 2021</u>	19 _____
	Value Tax	Value Tax
Orig.	\$401.26	
Abate.	\$ 37.21	
Bal.	\$364.05	

Therefore the petitioner requests that the taxes may be abated or refunded in the sum of \$37.21.

I declare, under penalty of perjury in the second degree that this petition, together with any accompanying exhibits or statements, has been examined by me and to the best of my knowledge, information and belief is true, correct and complete.

Patricia Bartlett Petitioner Address 315 Main Street, Suite 4
Patricia Bartlett, Logan County Treasurer Sterling, CO 80751
 By Treasurer April 20, 2022 Date Daytime phone number 970-522-2462

Every petition for abatement or refund filed pursuant to section 39-10-114 shall be acted upon pursuant to the provisions of this section by the board of county commissioners or the assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

(Complete either Section I or Section II)

RESOLUTION OF COUNTY COMMISSIONERS

Section I: In accordance with 39-1-113 (1.5), C.R.S., the commissioners of _____ County authorize the assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

County Commission Resolution # _____

The assessor and petitioner mutually agree to an assessed value of \$ _____ for \$ _____ total tax for the year(s) 19 _____ and an abatement/refund of \$ _____.
PLEASE NOTE: The total tax amount does not include accrued interest, penalties, and fees if applicable. Please contact your County Treasurer for full payment information.

Petitioner's Signature _____ Date _____ Assessor's Signature _____ Date _____

If Section I is not complete and/or if petition is for more than \$1,000, Section II must be completed.

Section II: Assessor's recommendation: ☐ approved – No protest filed in 199 ____ or 199 ____;
☐ approved in part \$ _____; ☐ denied for the following reason(s).
Note: If a protest was filed please attach copy of NOD.

By: _____
Assessor Deputy Assessor

WHEREAS, The County Commissioners of Logan County, State of Colorado, at a duly and lawfully called regular meeting held on the 17th day of May, A.D. 19 2022, at which meeting there were present the following members: Byron H. Pelton, Joseph A. McBride, and Jane E. Bauder

notice of such meeting and an opportunity to be present having been given to the taxpayer and the ~~Assessor~~ of said treasurer County and said ~~Assessor~~ Treasurer Patty Bartlett and taxpayer Town of Crook being present; and

WHEREAS, The said County Commissioners have carefully considered the within application, and are fully advised in relation thereto,

NOW BE IT RESOLVED, That the Board concurs with the recommendation of the ~~assessor~~ treasurer and the petition be approved, and an abatement/refund abatement be allowed on an assessed valuation of \$ -- for \$ 37.21 total tax for the year(s) 19 2021.

Chairman of Board of County Commissioners

STATE OF COLORADO,

County of Logan } ss.

I, Pamela M. Bacon, County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the County of Logan, State of Colorado, do hereby certify that the above and foregoing order is truly copied from the records of the proceedings of the Board of County Commissioners for said Logan County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Sterling, Colorado, this 17th day of May, A.D. 19 2022.

County Clerk

By _____ Deputy

ACTION OF THE PROPERTY TAX ADMINISTRATOR

Denver, Colorado, _____, 19 _____

The action of the Board of County Commissioners, relative to the within petition, is hereby ☐ approved;
☐ approved in part \$ _____ ☐ denied for the following reason(s).

Secretary

Property Tax Administrator

Application for a Special Events Permit

Departmental Use Only

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

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

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

1. Name of Applicant Organization or Political Candidate
NJC Young Farmers State Sales Tax Number (Required)

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
**5612 CR 79
Fleming, CO 80728**

3. Address of Place to Have Special Event (include street, city/town and ZIP)
**Logan County Fair Grounds
Sterling, CO 80751**

4. Authorized Representative of Qualifying Organization or Political Candidate
Dave Lieber Date of Birth **01/19/62** Phone Number **970-522-8346**

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
14803 CR 41 Sterling, CO 80751

5. Event Manager
Same Date of Birth Phone Number

Event Manager Home Address (Street, City, State, ZIP) Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
☒ No ☐ Yes How many days? _____

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit									
Date	06/18/22	Date		Date		Date		Date	
Hours From	4:00 p.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	12:00 p.m.	To	.m.	To	.m.	To	.m.	To	.m.
Date		Date		Date		Date		Date	
Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	.m.	To	.m.	To	.m.	To	.m.	To	.m.
Date		Date		Date		Date		Date	
Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.	Hours From	.m.
To	.m.	To	.m.	To	.m.	To	.m.	To	.m.

Oath of Applicant

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

Signature *Dave Lieber* Title *President* Date *4/27/22*

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 Telephone Number of City/County Clerk ☐ County

Signature Title Date

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

Liability Information

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Colorado Young Farmers Educational Association

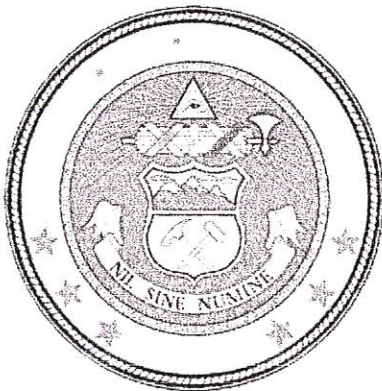
is a

Nonprofit Corporation

formed or registered on 08/17/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171618802 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/11/2022 that have been posted, and by documents delivered to this office electronically through 04/12/2022 @ 09:42:52 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/12/2022 @ 09:42:52 in accordance with applicable law. This certificate is assigned Confirmation Number 13938998 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

LOGAN COUNTY, COLORADO

Contract for

MENTAL HEALTHCARE SERVICES

At the

LOGAN COUNTY DETENTION CENTER

For the

LOGAN COUNTY SHERIFF'S OFFICE

Brett L. Powell, Sheriff

110 Riverview Road
Sterling, Colorado 80751

This Contract is entered into between Logan County, Colorado on behalf of the Logan County Sheriff's Office ("Agency") and Turn Key Health Clinics, LLC ("Contractor"). The purpose of this Contract is to contract for the provision of Mental Healthcare Services at the Logan County Detention Center in Sterling, Colorado (herein called the "Facility") under the terms and conditions detailed in the Contract.

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1.1 SCOPE OF CONTRACT

The Contractor shall be the supplier and/or coordinator of the mental health care delivery system at the Facility, as set forth herein. The Contractor shall be responsible for the mental health care for all inmates (except Work Release inmates who shall, when in the Facility, receive only emergency care from the provider) at the Facility up to the limits described in this Contract. The responsibility of the Contractor for the mental health care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate.

1.2 INSURANCE

The Contractor will carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually during the entire term and any renewal term of this Contract.

1.3 COMPLIANCE WITH APPLICABLE LAW

The Contractor will comply with the standards set forth by the Colorado Department of Health and Jail Standards for the State of Colorado for the duration of the term of this Agreement with the Agency.

1.4 CONTRACTOR COOPERATION

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Agency. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The Agency agrees to perform such security checks in a timely manner and not unduly delay such checks.

1.5 PHARMACEUTICAL

The Contractor shall provide for pharmaceutical management services to assure the availability of prescribed medications within a reasonable time period of the order of issue being written except where such medications are not readily available in the local community. In order to facilitate the timely administration of medications, the Agency agrees to allow the use of an inmate's home medication, as appropriate, upon the verification of the medication by Contractor personnel.

The Contractor shall provide a method for the recording of the administration of medications by Agency and/or Contractor personnel on a pre-approved form that includes documentation of the

fact that inmates are receiving and ingesting their prescribed medications. Medication administration and medication documentation training shall be made available for Agency staff, upon request, for times when Contractor personnel are not at the Facility to administer medications.

The Contractor will negotiate discounted rates with a pharmacy licensed in the State of Colorado. The Agency will be responsible to pay the costs of all mental health and/or medication assisted treatment pharmaceuticals as required by current applicable law.

1.6 HOSPITALIZATION, OFF-SITE SERVICES AND SPECIALTY CARE

Contractor will arrange for hospitalization, off-site (outside the Facility) services, and specialty care for inmates who, in the opinion of the treating provider and/or the medical director, require treatment beyond what is provided at the Facility. Costs for such services shall be the responsibility of the Agency, not the Contractor. However, nothing in this Subsection shall prevent or impede the Agency from transporting inmates whom the Agency determines, in its own discretion, to require emergent medical treatment outside of the Facility.

1.7 LABORATORY AND RADIOLOGY SERVICES

Contractor shall arrange laboratory services to be performed on-site (within the Facility) to the extent reasonably practicable. The Contractor shall make appropriate off-site arrangements for required laboratory services that cannot be rendered on-site. Additionally, Contractor will make appropriate off-site arrangements for required radiology services. Contractor will arrange and coordinate with the Sheriff's Office for the transportation for such off-site services. Costs for such services shall be the responsibility of the Agency, not the Contractor.

1.8 TRANSPORTATION

The cost of emergency medical transportation will be considered an off-site service. Costs for such services shall be the responsibility of the Agency, not the Contractor. All other non-emergent transportation relating to the provision of mental health services shall be also be the responsibility of the Agency, not the Contractor.

1.9 FINANCIAL LIABILITY FOR NON-CONTRACTOR SERVICES

All financial liability for hospitalizations, inmate transportation, off-site medical care, diagnostic services, specialty consultation and services, dental services, specific medications, required prosthesis, and individual medical devices shall be the responsibility of the Agency, not the Contractor.

1.10 INMATES FROM OTHER JURISDICTIONS

The Contractor will provide on-site mental health services for inmates incarcerated at the Facility for the Colorado Department of Corrections, Colorado municipalities, the U.S. Marshals, the Federal Bureau of Prisons, and/or other custodial jurisdictions. However, mental health services, hospitalizations, off-site services, specialty services, and pharmaceutical costs associated with inmates from other jurisdictions shall not be the responsibility of the Contractor. The Contractor

shall promptly notify the Jail Administrator for any needed mental health, pharmaceutical, specialty service or off-site services for such inmates and shall provide documentation of required treatment to the custodial jurisdiction as requested. Upon receipt, the Contractor shall submit all related bills to the Agency for appropriate processing.

1.11 IMMUNITY FROM LIABILITY

The Contractor agrees to indemnify and to hold the Agency harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of the sole negligence of the Contractor or the Contractor's personnel to properly provide mental healthcare services or administration pursuant to the terms of this Contract; including but not limited to claims for violation of privacy, medical malpractice, governmental enforcement or remedial actions, federal or state discrimination claims and tort actions.

Immunity from liability and/or indemnity shall not extend to the Agency for the actions, omission of action, neglect, the prevention of any person from receiving mental healthcare services, or the lack of personnel training, by the Agency or any Agency personnel or agents.

The Contractor shall not be responsible for any claims arising from the negligence or torts on the part of the Agency or any Agency personnel or agents in promptly and/or accurately presenting a person to the appropriate Contractor's personnel or independent contractors if it should have been reasonably known that the individual was in need of medical attention, or in denying the Contractor or its personnel access to treat any such individuals in need of medical attention. The Contractor shall not be responsible for the failure of the Agency or Agency personnel or agents to obtain emergency medical care in the event Contractor personnel are not available at the Facility.

The Agency shall hold harmless the Contractor and the Contractor's officers and personnel against any loss or damage, including attorney's fees or other litigation costs, caused or necessitated by the sole negligence of the Agency, Agency employees and agents, and/or other vendors which is related to medical treatment or care.

The terms and provisions of this Section 1.11 shall survive the termination of this Contract.

1.12 THIRD PARTY PAYORS

The Contractor shall assist with obtaining private health insurance information, whenever possible, to help ensure claims are billed appropriately for applicable off-site and specialty care medical expenses. However, in no event shall any patient be denied access to appropriate mental health care due to a lack of insurance coverage, nor shall insurance coverage and/or a patient's financial condition be taken into consideration when rendering medical care or in the exercise of medical decision-making by the Contractor or its personnel.

1.13 INMATE MEDICAL FEE FOR SERVICE SYSTEM

The Contractor and Agency may implement an inmate fee for mental healthcare services program for mental healthcare encounters as directed by the Agency. Any inmate charges will be established by the Agency in accordance with Colorado State Statutes. Fees for services shall be collected directly by the Agency and will be utilized by the Agency. The Contractor will not be responsible to collect any of the fees from the inmates.

1.14 NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for mental healthcare and pharmaceuticals where appropriate. The Agency will be allowed to use the contractual discounts negotiated by the Contractor.

1.15 PERSONNEL RECORD KEEPING

The Contractor shall, upon request, provide to the Agency proof of licenses and/or certificates for all Contractor professional staff. Personnel files of Contractor's employees assigned to the Facility shall be maintained at the Contractor's corporate office and shall be available to the Agency upon written request.

1.16 MENTAL HEALTHCARE PERSONNEL SERVICES PROVIDED

All mental health personnel providing services through the Contractor under this Contract shall be the employees and/or agents of the Contractor and not of the Agency. Such individuals shall hereby be referred to as the "Healthcare Personnel". All wages, worker's compensation, insurance, benefits, vacations, and claims of any kind relating to the Healthcare Personnel provided by the Contractor shall be the sole responsibility of the Contractor and not of the Agency. Healthcare Personnel associated with the terms of this contract shall not include employees and/or agents of the Agency. All Contractor Healthcare Personnel shall be covered by professional liability insurance with limits not less than \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate.

1. Contractor shall provide mental healthcare coverage to include:
 - a. Up to forty (40) hours a week of Certified Addiction Specialist coverage;
 - b. Up to thirty (30) hours a week of Licensed Therapist coverage;
 - c. Up to forty (40) hours a week of Case Manager services; and
 - d. Up to three (3) hours a week of Mental Health Provider coverage.
 - e. Up to thirty-two (32) hours a week of JBBS Program Administrator coverage;
 - f. Up to ten (10) hours of MH/SUD Clinician coverage.
2. Mental Healthcare Personnel shall provide appropriate and timely response to mental healthcare needs and emergencies during regularly scheduled hours at the Facility.
3. Mental Healthcare Personnel shall conduct follow-up, as indicated; and

4. Services provided under this contract will be consistent with the Program Specifications entered into between the Agency and Jail Based Behavioral Services (hereinafter referred to as "JBBS Program Specifications")

1.17 MEDICATION ASSISTED TREATMENT

Contractor shall provide services and administration associated with a Medication Assisted Treatment ("MAT") program. Costs associated with MAT is more fully set forth below in paragraph 2.1.

1.18 SATISFACTION WITH MENTAL HEALTHCARE PERSONNEL

In recognition with the sensitive nature of the Facility's operation, if the Agency becomes dissatisfied with any member of the Contractor's Mental Healthcare Personnel, the Agency shall provide Contractor written notice of such dissatisfaction and the reason(s) therefore. Following receipt of such notice, Contractor shall use reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Agency within ten (10) business days following the Contractor's receipt of the notice, Contractor shall remove the individual from providing services at the Facility within a reasonable timeframe considering the affects of such removal on Contractor's ability to deliver healthcare services and recruitment/hiring of an acceptable replacement.

1.19 POLICIES AND PROCEDURES / PROTOCOLS

A written manual of the Agency and Contractor's standardized policies and defined procedures will be available at all times for the Contractor's personnel. The Contractor's nursing protocols shall be devised and approved by a Mental Health Professional licensed in the State of Colorado. Policies and procedures and protocols will be reviewed and revised as necessary.

1.20 TESTIFYING IN COURT

Contractor personnel shall be aware that they might, from time to time, be subpoenaed to testify in court or at a deposition regarding medical treatment. Contractor will keep the Agency informed of any and all requests.

1.21 MEDICAL RECORDS REQUIREMENTS

An electronic health record consistent with state regulations and community standards of practice shall be maintained for each inmate held beyond the first appearance in court for services rendered following the inmate's assignment to a housing area. These records shall be kept separate from the jail confinement records of the inmate on a server designated and owned by the Agency.

In any case where medical care is at issue, or in any criminal or civil litigation where the

physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Agency such records and, upon request, provide copies. The Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements as they apply to correctional facilities.

The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the Contract are the property of the Logan County Sheriff's Office. The Contractor shall be considered the records custodian during the duration of the Contract. Upon the termination of this Contract, all inmate medical records shall remain in the care and custody of the Agency. Inactive medical records will be maintained in accordance with the laws of the State of Colorado.

The Contractor shall be responsible for costs associated with leasing and/or maintenance of the electronic health record software program. However, all costs associated with computer hardware and server maintenance and/or replacement and software other than the electronic health record program shall be the responsibility of the Agency.

1.22 NO POACHING

Agency agrees that, during the Term of this Agreement and for a period of one year from the end of the initial Term and any subsequent renewal term, neither it nor its agents and/or employees will solicit or recruit the services of any of the Contractor's employees or agents or hire any of the Contractor's employees or agents.

II. DUTIES OF AGENCY

2.1 MONTHLY REIMBURSEMENT FOR SERVICES

The reimbursement for the Contract shall be paid by the Agency to the Contractor on a monthly basis. The monthly reimbursement shall be in the amount of **Twenty-Nine Thousand Five Hundred Four Dollars and Seventeen Cents (\$29,504.17)**. All monthly reimbursements shall be eligible to be pro-rated for any partial months and subject to any reconciliation as applicable. The first payment for the month of July 2022 shall be paid to the Contractor by the 1st day of August 2022 for the services administered in the month of July. All subsequent payments shall be paid in the full amount by the Agency to the Contractor by the 1st day of each month for services rendered the previous month.

In addition to the monthly reimbursement rate agreed upon for the provision of such mental health services, the Contractor shall invoice the Agency for those amounts and/or services which are determined necessary to reconcile and ensure mental health operations consistent with the JBBS Program Specifications, if necessary.

Any such additional reconciliation adjustments, where applicable, shall be invoiced separately from all other health care services to the Agency, and shall be payable by no later than June 30 of the respective JBBS Program Specification year (for example, any such reconciliation for the 2020-2021 JBBS Program Specification, if applicable, shall be made payable no later than June 30, 2021).

Additionally, the reimbursement for services and administration provided for the MAT program shall be paid by the Agency to the Contractor on a monthly basis. The MAT program will be invoiced as a separate line item from the Mental Health services obligations outlined above. The monthly MAT reimbursement shall be in the amount of **Six Thousand Two Hundred Fifty Dollars and Zero Cents \$6,250.00**). All monthly reimbursements shall be eligible to be pro-rated for any partial months and subject to any reconciliation as applicable. The first payment for the month of July 2022 shall be paid to the Contractor by the 1st day of August 2022 for the services administered in the month of July. All subsequent payments shall be paid in the full amount by the Agency to the Contractor by the 1st day of each month for services rendered the previous month.

2.2 USE OF FACILITY, EQUIPMENT AND SUPPLIES

The Agency shall be responsible for providing the non-exclusive use and access to certain office equipment (copier, fax machine, phones, desks, office chairs, computers, etc.), office supplies (chart folders, pens, paper, etc.) durable medical equipment (exam tables, sinks, cabinets, etc.), internet connectivity, and phone service required for the administrative operation of the medical unit. Agency agrees that the Contractor will be provided appropriate space in the Facility to perform all required duties and that the Contractor will be allowed use of the medical office areas, medical equipment, and medical supplies currently at the facility at the initiation of services.

In the event additional durable office or medical equipment needs to be purchased, or existing equipment needs to be repaired, it will be the Agency's responsibility to purchase/repair the required equipment, and it will be owned by the Agency. Provided that, Contractor shall provide and bear the cost of standard disposable medical supplies.

III. CONTRACT TERM

The term of this Contract shall commence on July 1, 2022 and will continue through June 30, 2023. The Contract shall then be eligible for indefinite annual renewals upon mutual agreement of both parties.

IV. CONTRACT TERMINATION

4.1 TERMINATION FOR CAUSE

If either party fails to fulfill its obligations under the Contract in a timely proper manner, or if either party violates any material covenant, agreement, or stipulation of the Contract, the aggrieved party shall thereupon have the right to terminate the Contract by giving written notice of termination to the other party, which such notice shall be given not less than thirty (30) calendar days prior to the stated effective date of termination. The notice shall specify the effective date of the termination, and the reasons therefore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.

4.2 TERMINATION FOR CONVENIENCE

The Agency or Contractor may terminate the Contract out of convenience at any time by giving written notice to the Contractor of termination, which such notice shall be given not less than ninety (90) calendar days prior to the stated effective date of termination.

4.3 PAYMENT UPON TERMINATION

Upon termination of this Contract for any reason, prior to the end of the then existing term, the Contractor will be paid up to the effective termination date such sums and expenses, prorated as necessary, in accordance with those monthly fees described in paragraph 2.1.

4.4 PROPERTY UPON TERMINATION

All health records, Agency policies and procedures, and Agency manuals shall be the property of the Agency and, at the termination of the Contract, shall remain the property of the Agency without further obligation.

V. GENERAL TERMS AND CONDITIONS

5.1 ALTERATIONS TO CONTRACT

Any alterations, variations, modifications, or waivers of the provisions of the Contract will be valid only if they are reduced to writing, agreed upon by the parties, and attached to the original Contract.

5.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

5.3 INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Contract shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Agency to exercise control or direction over the manner or methods by which the Contractor, its employees, agents or subcontractors perform hereunder, or the Contractor to exercise control or direction over the manner or methods by which the Agency and its employees, agents or subcontractors perform hereunder, other than as provided in this Contract.

5.4 SUBCONTRACTING

In order to discharge its obligation hereunder, the Contractor may engage certain physicians as

independent contractors rather than employees ("Contract Professionals"). The Contractor shall not engage any Contract Professionals that do not meet the applicable professional licensing requirements and the Contractor shall exercise administrative supervision over such Contract Professionals as necessary to ensure the strict fulfillment of the obligations contained in this Contract. Services provided by Contract Professionals under this Contract shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professionals are required to exercise.

5.5 AGENCY STATUTORY DELEGATION

For purposes of asserting any statutory rights afforded to the Agency or the Facility to pay providers for medical services at certain reduced rates, Agency designates the Contractor as its agent to assert such rights and privileges.

5.6 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Contractor will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

5.7 WAIVER OF BREACH

The waiver of either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.8 NOTICES

Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) 3 days after mailing when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by electronic means or facsimile to the parties listed below:

If for Turn Key:
Turn Key Health Clinics, LLC
Attn: Flint Junod, CEO
19 NE 50th Street
Oklahoma City, OK 73105

Telephone: (405) 516-0276

If for Logan County Sheriff's Office:

Logan County Sheriff's Office

Attn: Brett L. Powell, Sheriff

110 Riverview Road

Sterling, Colorado 80751

Telephone: (970) 522-2578

Either party may change such address or phone number from time to time by providing written notice as provided above.

5.9 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State Colorado without regard to the conflicts of laws or rules of any jurisdiction.

5.10 COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

5.11 TITLE OF PARAGRAPHS AND INTERPRETATION

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate. Further, as used in this Contract, the word "or" shall have the conjunctive as well as the disjunctive meaning and refers to alternatives that are not necessarily exclusive. As used in this Contract, references to "include" and similar terms shall be construed as if followed by the phrase "without limitation."

5.12 SEVERABILITY

In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.13 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Contract may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as their official action by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

TURN KEY HEALTH CLINICS, LLC.

Dated: _____, 2022 By: _____
Flint Junod, Chief Executive Officer

LOGAN COUNTY SHERIFF'S OFFICE

Dated: _____, 2022 By: _____
Brett L. Powell, Sheriff

FOR THE COUNTY OF LOGAN


Dated: _____, 2022 By: _____

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

***** Please print and review all 3 pages and bring to the meeting *****

Date: 04/04/2022 Event / Project: Colorado Flatlanders Annual Rod Run

Responsible Party: (Signature) 

Funds Payable to: (Organization) Colorado Flatlanders

Mailing Address: PO Box 248, Sterling, CO 80751

Date(s) of Activity: July 8th, 9th, and 10th, 2022

Amount requested: \$3,500.00

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 3500⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 5/2/22

LCLTB Treasurer's Endorsement  only Date: 5/2/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: Colorado Flatlanders Rod Run in the Park
2. DATE(S) OF EVENT: July 8-10, 2022
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:
30th Annual Car Show & Shine in Pioneer Park in Sterling, CO
Friday Night Meet & Greet @ Korf, Saturday Show & Shine with games, food and entertainment at Pioneer Park
Sunday poker run and awards presentation
4. WHERE WILL EVENT BE HELD? Pioneer Park in Sterling, CO
5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual Event, this is the 30th Annual event
6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETING TO AUDIENCES OUTSIDE OF LOGAN COUNTY?
Multi-state advertising in The Scoop starting in March and goes through June 2022
Website advertising
Ads in many Colorado newspapers outside of county during May and June
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 200-250 cars with 500 participants. Another 800 viewers to park to see cars
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 60-80 rooms for 2 nights
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?
A large percentage attend the three day event from out of the region. They love to come to the area and enjoy Sterling's shopping, restaurants, and activities. This Rod Run helps the Sterling are economically with all the shopping and restaurants boosted income and taxes along with the 60-80 rooms rented in local hotels.
10. EVENT BUDGET (PLEASE ATTACH)

Cheneburgault
Signature

4-4-22
Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?

COLORADO FLATLANDERS 2022 ROD RUN BUDGET

2022 Projected Income

Sponsorships		\$	4,000.00	
Lodging Tax Board		\$	3,500.00	
Registration	200 x 30 each.	\$	6,000.00	
Food	Weekend	\$	300.00	
T-shirts		\$	2,200.00	
Banners		\$	200.00	
Pop and games		\$	100.00	
Gate	\$3 head	\$	2,400.00	
TOTAL INCOME PROJECTED 2022				\$ 18,700.00

2022 Projected Expenses

Nation Septic	Four port-a-potties	\$	280.00	
				\$ 280.00
Advertising	Goodie Bags with Ad	\$	200.00	
	Goodie Bag Ad Clip Boards	\$	700.00	
	Artwork	\$	550.00	
	Scoop Ads Mar/Apr, May	\$	680.00	
	500 Flyers Print & Mail	\$	250.00	
	Plaque ads	\$	1,175.00	
	Newspaper Ads (paid only)	\$	800.00	
	Radio Ads (paid only)	\$	800.00	
	Live Remote Ads	\$	350.00	
	Ads by Traveling DJ	\$	700.00	
	Banner for Street Ad Fix Dates	\$	150.00	
	Banners Ads for Sponsors/Donors	\$	800.00	
				\$ 7,155.00
T-shirt	180 shirts	\$	2,508.40	
				\$ 2,508.40
Door prizes		\$	-	
	Door prizes	\$	4,200.00	
				\$ 4,200.00
City of Sterling	Permits & Reservations City	\$	150.00	
	Park Damage Deposit	\$	250.00	
	Chamber member insurance	\$	50.00	
	Hang Banner	\$	50.00	
				\$ 500.00
Food	Weekend drinks	\$	250.00	
	Burritos (Saturday morning)	\$	378.00	
	Donuts (Sunday morning)	\$	60.00	
	Burritos (Sunday morning)	\$	270.00	
	Family Food Market	\$	500.00	
				\$ 1,458.00
Misc	Pictures	\$	75.00	
	Supplies for Registration	\$	100.00	
				\$ 175.00
Awards	Dash Plaques	\$	325.00	
	Jackets	\$	1,000.00	
				\$ 1,325.00
Gate watchers	VICA Club	\$	800.00	
				\$ 800.00
TOTAL EXPENSES PROJECTED 2022				\$ 18,401.40
TOTAL INCOME PROJECTED 2022				\$ 298.60

COLORADO FLATLANDERS

July 8-10, 2022

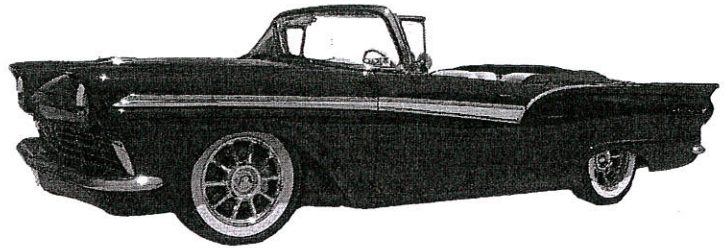
CAR CLUB

30th Annual Rod Run in the Park

Pioneer Park in Sterling, CO

WWW.COLORADOFLATLANDERS.COM

2021 CLUB CHOICE



STERLING, CO

FRIDAY-JULY 8TH

EAT, MEET & GREET

5PM-7PM

CHICKEN FRIED STEAK DINNER

BROUGHT TO YOU BY

KORF CONTINENTAL

520 E CHESTNUT ST.

SATURDAY-JULY 9TH

PIONEER PARK - REGISTRATION

8AM-11:30AM

Breakfast Burritos, Free Coffee & Donuts

Lunch Available in the Park

SHOW & SHINE 8AM-4PM

**If you want to park together on the grass,
please come together.**

Dinner on your own 4PM-7PM

LIVE BAND 7PM-10PM

JUKE JOINT CRUISERS

12711 CR 31.7, Sterling, CO

SUNDAY-JULY 10TH

BREAKFAST SERVED 8AM

POKER RUN 8:30AM

AWARDS CEREMONY 11AM

**All Rod Run Participants are eligible for
700R4 Transmission & all Door Prizes.**

Pre-Registered

**Participants are eligible for Chevy Engine
drawing, pre-entry must be post-
marked on or before 7/01/2022 —**

All drawings during Sunday awards —

Must be present to win.

2022 Major Sponsors

American Machine
Atlas Performance Machine-Loveland
Bank of Colorado
Best Western Sundowner
Bomgaars
Carriagehouse Doors of Colorado
Colorado Popcorn Company
Country Stitches
Discount Liquors
Eagle Travel Stops & Conv. Stores
EB Autos
Family Food Market
G&S Dustless Blasting & Fabrication
Great Western Tire
Harbor Freight
Head Wound Garage
Hilltop Garage Inc.
Holiday Inn Express & Suites
Journal Advocate
JRVS — Jordan RV Storage
JT's Upholstery — Custom Interiors
Korf Continental
Napa - University Auto Parts
Nation Septic Service
Parts & Labor Brewing Company
Pioneer Distributing
Platte River Tires, Inc.
Rapunzel's
Robert's Custom Upholstery
Ron Nestor Trucking, LLC
S&S Auto Repair, LLC
Sky Ranch Golf & Grill
Snap-On Tools - Steve Vierow
South Platte Auto
South Platte Sentinel
Spurz Grill
Sterling Ethanol
Sterling Rod & Customs
Terry's Computer Asylum
The Home Depot

This & That Hardwood Service

Tony's Tuff Trucks

Transwest - Sterling

Vandenbark Realty - Elena Kerschner

Wonderful House

VY Truckline Inc.

**Explore
Sterling**
and the rest of Logan County
ExploreSterling.com



AWARDS Classes

- STREET RODS
- STREET MACHINES
- TRUCKS
- ORIGINAL INTENT
- LATE MODELS
- CLUB CHOICE
- CLUB MEMORIAL PICKS
- TONY'S TRUCK PICK
- SHERIFF'S PICK

**Lunch
Available By
Sterling Lions Club
in the Park
Saturday from
11am-2 pm**

Proceeds from Annual Rod Run supports the Colorado Flatlanders
scholarship fund to attend **Northeastern Junior College's**
Automotive & Diesel Technician program and other local charities.

Music provided by

Van Jeffries

Mobile Rock & Roll

HOTELS

Best Western:
970-522-6265

Holiday Inn Express:
970-425-7414

CALL HOTELS FOR RESERVATIONS — MENTION Flatlanders

Cherie Brungardt 970-522-7763

INFO coloradoflatlanders@msn.com

John Weisgerber 970-466-1076

**FIREWORKS DISPLAY PERMIT APPLICATION
LOGAN COUNTY, COLORADO**

Name of Organization: Sterling Boat Club

Name of Organization Contact: Debbie Klindt

Organization Contact Address: 908 Douglas St.

Organization Contact Telephone #: 520-7632

Date of Proposed Display: Sat July 2nd rainout Sunday July 3rd

Name and Address of Person(s) to be setting off/lighting/operating the display:

Name: Bill Rotert

Address: 613 Logan Ave, Uehling, NE 68873

Telephone #: 402-490-6240

Prior Experience: certified pyrotechnic operator

Name: _____

Address: _____

Telephone #: _____

Prior Experience: _____

Exact Location of Display: (Please attach map) Boat dock at Sterling
Boat Club

Time of Display: (Limited to one Hour) dusk

Purpose of Display: entertainment for the community + visitors of

Number of Persons Expected to be in Attendance: _____

State Park + Boat Club members

Proposed Method of Safeguarding the Participants, Neighbors, and Others from damages from display: (Please note fire extinguishers, shovels, and other equipment that will be available onsite.)

Every boat parked in the club is equipped with fire extinguishers as well as in our shop. We have shovels and tractor if needed. We have unlimited supply of water. Fire dept will also be there.

Nearest Telephone and Distance from Display Area: cell phones on most all in attendance

Methods of Crowd Control: Boat club is fenced area. Outside people are not allowed on premises. Members watch from a designated area.

Applicant Signature: Debbie Klindt

Applicant Name: Debbie Klindt

Applicant Title: member

Applicant Address: 908 Douglas St.

Applicant Telephone #: 970-520-7632

Conditions of Permit:

1. All fireworks displays performed in the State of Colorado must be conducted by a certified fireworks display operator or a certified pyrotechnic operator, whichever classification is appropriate. For information contact: Colorado Department of Public Safety, Division of Fire Safety, 700 Kipling, Lakewood, CO 80215, (303) 239-4463.
2. Permittee must comply with Logan County Resolution of May 5, 1987, regarding fireworks displays.
3. Permittee must comply with Colorado Revised Statute section 12-28-103 and any related or applicable State of Colorado statute regarding fireworks displays.
4. Permittee must comply with National Fire Protection Association Codes 1123 – 1990, Code for the Outdoor Display of Fireworks and/or any other National Fire Protection Association Codes as adopted by the County or as prescribed by State law.
5. Permittee must comply with International Fire Code Section 3308, Fireworks Display.
6. Any resulting permit is null and void on days when burning is restricted or banned by Logan County Red Flag Burning Restrictions Ordinance, Ordinance Number 2009-1, or the Logan County Open Fire and Open Burning Restriction Ordinance, Ordinance Number 2006-01.

7. Other Conditions: _____

APPROVED:

Signed at Sterling, Colorado on this _____ day of _____, _____.

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

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)



Below for Office Use Only

Permit Fee \$ 25.00 Paid (Non-Refundable) pd 5/10/22 Rec# 1617

Performance Bond on Deposit (Not less than \$1,000.00) _____

Fire Chief or Sheriff's Written Report Received _____

RESOLUTION

NO. 2022-22

AMENDMENT TO SPECIAL USE PERMIT (NO. 257)

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO OPERATE A RV PARK, WITH RELATED EQUIPMENT AND STRUCTURES, ON THE PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the SE1/4SW1/4 of Section 26, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado, more particularly described as follows: The true point of beginning is a point on the South line of, and 3085.7 feet Westerly of the Southeast corner of, said Section 26; thence an angle of 87°28' to the right of the last described course a distance of 614.0 feet, bordering the West side of a 10.9 acre tract conveyed to the City of Sterling, Colorado, by a Warranty Deed appearing in Book 489, Page 28 of the Logan County records, and to the Northwest corner of said 10.9 acre tract; thence an angle of 89°54' to the left of the last described course a distance of 716.8 feet measured along an existing fence; thence an angle of 87°36' to the left of the last described course a distance of 581.6 feet measured along an existing fence to the South line of said Section 26; thence an angle of 89°58' to the left of the last described course along the South line of said Section 26, a distance of 742.9 feet to the true point of beginning.

also known by street address as: 16327 Highway 14, Sterling, CO 80751

WHEREAS, Sterling RV LLC/Jane Bauder is requesting a Special Use Permit (SUP) #257, for the operation of a fourteen (14) space RV Park; and

WHEREAS, the State of Colorado, Department of Public Health and Environment reports that there is no State of Colorado licensing requirement for the operation of a RV Park; and

WHEREAS, the Northeast Colorado Department of Public Health and Environment reports that there are no current compliance issues with the above property, owned by Sterling RV LLC/Jane Bauder; and

WHEREAS, The Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant, and finding no issue that would limit or deny this application, recommended the approval of this application for the requested Special Use Permit (SUP) #257 at their regular meeting on April 19, 2022; and

WHEREAS, on May 5, 2022, a public hearing of the Logan County Board of County Commissioners was held to consider the approval of the Special Use Permit (SUP) #257 for Sterling RV LLC/Jane Bauder for operation of a fourteen (14) space RV Park in an Agricultural Zone District on the following described property:

- A 9.388 acre parcel of land located in the Northeast Quarter of Section 26, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado;
- Also known as 16327 Highway 14, Sterling, Logan County, Colorado; and

WHEREAS, the above described property is currently zoned Agriculture;

WHEREAS, all legal notices have been posted and published as required by the Logan County Zoning Resolution.

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

I. APPROVAL:

The application of Jane Bauder for Special Use Permit (SUP) #257 for the operation of a fourteen (14) Space RV Park is GRANTED, subject to conditions set forth below.

II. FINDINGS OF FACT:

1. The proposed use is compatible with existing land uses in the area, which is zoned Agricultural District with Special Use Permit for an RV Park operation.
2. There are no current compliance orders issued by the State of Colorado Department of Public Health and Environment for the above property, Sterling RV Center, Inc. or Jane Bauder.

III. CONDITIONS:

1. The name of the Special Use Permit is hereby Sterling RV Park /Jane Bauder.
2. Individual transient campers and trailers must be legally licensed and remain movable, and shall be limited to a maximum stay of three (3) months.
3. Sewer, water and electrical hookups must be supplied to each camping space as represented in the application for the amendment to the special use permit.
4. The camping area must remain in compliance with all applicable provisions of the Section 7.3, I., of the Logan County Zoning Resolution, and must comply with applicable regulations of the State of Colorado Department of Public Health and Environment, Colorado Division of Water Resources, or any other applicable local, state or federal regulations.
5. No more than the fourteen (14) individual camping spaces may be made available for use by transient campers and trailers at any one time.
6. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all the foregoing conditions of this permit. Non compliance with any of the conditions may be cause for revocations of the permit.

BE IT THEREFORE RESOLVED, that Special Use Permit 257, allowing Sterling RV LLC/Jane Bauder fourteen (14) RV spaces located on the above described property is hereby approved. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions of this permit. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 17th day of May, 2022.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

(Aye)(Nay)
Jane E. Bauder, Vice-Chairman

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 17th day of May, 2022.

County Clerk and Recorder