



Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, November 19, 2024 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the November 5, 2024, meeting.

Acknowledge the receipt of the Sheriff's Fee Report for the month of October, 2024.

Acknowledge the receipt of the Treasurer's Report for the month of October, 2024.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of October, 2024.

Appointment of Linda Williams to the Logan County Fair Board as the Commercial Exhibits and Parking Coordinator.

Reappointment of the following members to the Logan County Fair Board:

- Emily Parry as Horse Events Coordinator.
- Colby Walker as Youth Rodeo Coordinator.
- Caitlin Baseggio as Marketing & Promotions.
- Katie Martineau as Sponsorship Coordinator.

Unfinished Business
New Business

Consideration of the approval of a Logan County Lodging Tax Board Project for Colorado Life Magazine Advertising 2025 in the amount of \$3,375.00.

Consideration of the approval of an agreement between Logan County and Merino Platte River Ranch, LLC and issuance of Right of Way Permit Number 2024-12 for use of the County Right of Way along County Road 2 5/10 for a driveway.

Consideration of the approval of an agreement between Logan County and Magnifi Broadband and issuance of Right of Way Permit Number 2024-13 for use of the County Right of Way under County Road 33 for fiber optic line.

Consideration of the approval of an amended Software as a Service Agreement (SAAS) between Logan County and Tyler Technologies, Inc. for software for the Finance and Human Resources Departments, to include Financial Management, Accounting, Accounts Payable, Budgeting, Capital Assets, Cash Management, Purchasing, Human Resources Management, Human Resources and Talent Management, Payroll with Employee Access, Revenue Management and Accounts Receivable software.

The Board will sign titles for the following vehicles which will be sold at auction:

- Motorgrader Unit #26 - 2012 John Deere 770GX -DW770GXVCE644940.
- Motorgrader Unit #16 - 2015 John Deere 770G - 1DW770GXLFF666972.
- Motorgrader Unit #4 - 2013 John Deere 770G - 1DW770GXECE649898.
- Motorgrader Unit #22 - 2012 John Deere 770GX - 1DW770GXJCE643462.

- GMC Unit #113 1990 S-15 - 1GTCS14R9L2514928.
- GMC Unit #155 1990 S-15 - 1GTCS14R9L2514685.
- Chevy Tahoe SUV Unit #140 2000 - 1GNEK13T8YJ151905.

- Unit #59 - 2015 STEPP Mfg. Hot Mix Box (SSPH50) 459PHS5Y7FS127090.
- Unit #51 - 1998 Jaeger - 5796/1D134735CO 4" pump gas powered by Chevy V-8

- Unit #29 - 2017 Dodge Charger 4x4 5.7 L Hemi – 2C3CDXKTXHH596230.
- Unit #412 - 2008 Dodge Charger 5.7 Hemi – 2B3KA43HX8H138765.
- Unit #417 - 2011 Dodge Charger 3.6L - 2B3CL1CG1BH600111.

- Unit #1 - 2000 Chevy 1500 pickup 4.8 L - 1GCEC14VXYE238624.

- Unit #8 - 2018 Chevy Impala 3.6 L – 2G11X5S31J9120278.

Other Business

Miscellaneous Business/Announcements

There will not be a regular meeting on Tuesday, December 2, 2024 due to the Board attending the Colorado Counties, Inc. Winter Conference in Jefferson County, Westminster, Colorado, December 2-4, 2024.

The next meeting will be a public hearing scheduled for Friday, December 6, 2024, at 9:30 a.m. at the Logan County Courthouse.

The next regular meeting will be held Tuesday, December 10, 2024 at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

November 5, 2024

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

Mike Brownell	Chairman
Joseph A. McBride	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Administrative Support Specialist
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Officer
Kyle Sundman	Pivot Energy
Brett Powell	Logan County Sheriff
Ken Kimsey	Logan County Undersheriff
Dave Tennant	Logan County Coroner
Dave Long	Logan County Human Services Director
Brian Kailey	Logan County Extension Director
Rob Quint	Logan County Planning and Zoning
Rick Cullip	Logan County Buildings and Grounds Supervisor
Laurie Jones	SBDC
Lisa Hudson	SBDC
Erin Owens	Merino Ram Booster Club
Tiffany Nichols	Merino Ram Booster Club
Darlene Harnly	Elbridge Gerry Chapter
Jeff Rice	Journal Advocate

Chairman Brownell called the meeting to order at 9:38 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda. Addition of resolution under unfinished business.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of October 29, 2024, meeting.
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of October 2024.

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

Chairman Brownell moved to Unfinished Business and brought from the table Resolution 2024-29.

Commissioner Sonnenberg moved to amend Paragraph One to 40 years and Paragraph Three to add "exact height, subject to structural engineering." Commissioner McBride seconded. County Attorney Alan Samber suggested modifying the language for clarity: "Equipment shall be flat, photovoltaic solar panels, mounted on

single-axis tracking racks along with associated electrical and utility equipment; and allows for equipment heights up to approximately ten (10) feet, exact height subject to final structural engineering, above the existing or conditioned grade.” Commissioner Sonnenberg agreed to amend his amendment to the language suggested by County Attorney Samber. Commissioner McBride seconded and the motion carried, 3-0.

Chairman Brownell continued with New Business:

Chairman Brownell opened a public hearing testimony phase of the meeting to consider the proposed Logan County Budget for the fiscal year 2025.

- Lisa Hudson and Laurie Jones of the Small Business Development Center addressed the Board and thanked them for their support.

Chairman Brownell seeing no further public comment, closed the public hearing testimony phase.

Chairman Brownell opened a public hearing testimony phase of the meeting to consider the proposed Logan County Pest District Budget for the fiscal year 2025. Chairman Brownell seeing no public comment, closed the public hearing testimony phase.

Chairman Brownell opened a public hearing to consider the approval of an application submitted by the Merino Ram Booster Club for a Special Events Liquor License for an event to be held at the Mitchek Events Center, Logan County Fairgrounds, 1120 Pawnee Avenue, Sterling, Colorado on November 23, 2024.

Hearing no public comment, Chairman Brownell closed the public hearing.

Commissioner McBride moved to approve an application submitted by the Merino Ram Booster Club for a Special Events Liquor License for an event to be held at the Mitchek Events Center, Logan County Fairgrounds 1120 Pawnee Avenue, Sterling, Colorado on November 23, 2024. Commissioner Sonnenberg seconded, and the motion carried. 3-0.

Commissioner Sonnenberg moved to approve the annual Secure Transportation Vehicle Permits on behalf of Centennial Mental Health for permits 2024-1 through 2024-7. Commissioner McBride seconded and the motion carried, 3-0.

Commissioner McBride moved to approve Resolution 2024-32 establishing the date, time and location for a public hearing for the approval of a service plan for the proposed Sage Pointe Metropolitan District. Commissioner Sonnenberg seconded, and the motion carried, 3-0. The date of the public hearing will be December 6, 2024 and the time will be 9:30 a.m.

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, November 19, 2024, at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed on Monday, November 11, 2024 in observance of Veteran’s Day. The Board honored all those who have served our country in any branch of the military and gave them gratitude and thanks.

Darlene Harnly from the Elbridge Gerry Chapter National Society of the Daughters of the American Revolution

addressed the Board and presented it with a Certificate of Appreciation in recognition of outstanding work in upholding and promoting the ideals of the Constitution of the United States.

There being no further business to come before the Board, the meeting adjourned, at 10:00 a.m.

Submitted by:



Administrative Support Specialist

Approved: November 19, 2024

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Administrative Support Specialist

CIVIL PAYMENTS						
Oct-24						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/21/2024	1137	312727	2024-748	\$ 40.00	\$ 15.00	\$ 25.00
10/25/2024	1139	312802	2024-781	\$ 40.00	\$ 15.00	\$ 25.00
10/28/2024	1140		2024-788	\$ 40.00	\$ 17.50	\$ 22.50
10/29/2024	1141	18596	2024-800	\$ 40.00	\$ 15.00	\$ 25.00
11/5/2024	1142	960425	2024-796	\$ 40.00	\$ 15.00	\$ 25.00
Total Owed to County						\$ 122.50

Emailed to
Jennifer 11.06.2024
@ 3:20 PM

CIVIL PAYMENTS CREDIT CARDS					
Oct-24					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/18/2024		2024-752/753	\$ 50.00		\$ 50.00
10/18/2024		2024-754	\$ 40.00		\$ 40.00
10/21/2024		2024-761	\$ 40.00		\$ 40.00
10/22/2024		2024-762	\$ 40.00		\$ 40.00
10/22/2024		2024-743	\$ 40.00		\$ 40.00
10/22/2024		2024-763/764	\$ 60.00		\$ 60.00
10/22/2024		2024-766/767	\$ 50.00		\$ 50.00
10/22/2024		2024-768/769/770	\$ 60.00		\$ 60.00
10/23/2024		2024-760	\$ 35.00		\$ 35.00
10/25/2024		2024-783/784	\$ 50.00		\$ 50.00
10/25/2024		2024-778	\$ 40.00		\$ 40.00
10/25/2024		2024-785	\$ 40.00		\$ 40.00
Total Owed to County					\$ 545.00

TARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS					
Oct-24					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
10/21/2024			\$ 15.00		\$ 15.00
11/6/2024			\$ 15.00		\$ 15.00
10/21/2024			\$ 45.00		\$ 45.00
11/4/2024			\$ 10.00		\$ 10.00
10/23/2024			\$ 53.00		\$ 53.00
10/29/2024			\$ 53.00		\$ 53.00
10/29/2024			\$ 53.00		\$ 53.00
Total Owed to County					\$ 244.00

CHP CREDIT CARDS			
Oct-24			
Date		Amount	Amount Owed to County
10/21/2024		\$ 52.50	\$ 52.50
10/21/2024		\$ 152.50	\$ 152.50
10/25/2024		\$ 152.50	\$ 152.50
10/28/2024		\$ 152.50	\$ 152.50
10/28/2024		\$ 152.50	\$ 152.50
10/28/2024		\$ 152.50	\$ 152.50
10/31/2024		\$ 63.00	\$ 63.00
11/5/2024		\$ 152.50	\$ 152.50
11/5/2024		\$ 152.50	\$ 152.50
11/5/2024		\$ 152.50	\$ 152.50
11/6/2024		\$ 152.50	\$ 152.50
Total Owed to County			\$ 1,488.00

CIVIL CHECKS \$ 122.50
 CIVIL CREDIT CARDS \$ 545.00
 VIN/FINGERPRINTS/REVENUE CREDIT CARDS \$ 244.00
 CHP CREDIT CARDS \$ 1,488.00
TOTAL PAID TO GENERAL FUND \$ 2,399.50 Check#:1143
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 200.00

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
OCTOBER 2024**

COUNTY FUNDS	9/30/24 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	10/31/24 BALANCE
COUNTY GENERAL	\$ 9,102,574.86	\$ 13,459.02	\$ 27,143.03	\$ 224,538.52	\$ 237.32	\$ (981,773.72)	\$ (2,397.38)	\$ 8,383,781.65
ROAD & BRIDGE	\$ 5,543,177.49	\$ 5,586.55	\$ 15,122.42	\$ 542,877.42	\$ -	\$ (2,072,882.48)	\$ (6,487.00)	\$ 4,027,394.40
CONTINGENT	\$ 701,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,999.55
CAPITAL EXPENDITURES	\$ 1,194,485.56	\$ 2,016.98	\$ 6,720.97	\$ 32,226.45	\$ -	\$ (63,341.05)	\$ (40.34)	\$ 1,172,068.57
	\$ -							\$ -
TELEVISION FUND	\$ 78,568.47	\$ 103.68	\$ 218.47	\$ -	\$ -	\$ (11,483.11)	\$ (2.08)	\$ 67,405.43
PEST CONTROL	\$ 316,380.08	\$ 741.67	\$ 614.65	\$ 6,328.67	\$ -	\$ (8,662.99)	\$ (14.83)	\$ 315,387.25
LODGING TAX	\$ 220,524.44	\$ -	\$ -	\$ 13,269.78	\$ -	\$ (12,685.36)	\$ -	\$ 221,108.86
SOLID WASTE	\$ 3,133,633.14	\$ 1,229.82	\$ 3,467.13	\$ 70,131.27	\$ -	\$ (54,894.13)	\$ (24.60)	\$ 3,153,542.63
SOLID WASTE CLOSURE	\$ 850,410.44	\$ -	\$ -	\$ 5,476.10	\$ -	\$ -	\$ -	\$ 855,886.54
CONSERVATION TRUST	\$ 295,715.55	\$ -	\$ -	\$ 114.68	\$ -	\$ (2,857.81)	\$ -	\$ 292,972.42
FAIR FUND	\$ 341,384.55	\$ -	\$ -	\$ 150.00	\$ -	\$ (12,498.20)	\$ -	\$ 329,036.35
CAPITAL IMPROVEMENT	\$ 3,408,074.29	\$ -	\$ -	\$ 214,141.54	\$ -	\$ (116,843.90)	\$ -	\$ 3,505,371.93
AMBULANCE FUND	\$ 120,135.01	\$ -	\$ -	\$ 119,372.42	\$ -	\$ (100,884.24)	\$ -	\$ 138,623.19
% TAX COLLECTED TO DATE								107.86%
TOTALS	\$ 25,307,063.43	\$ 23,137.72	\$ 53,286.67	\$ 1,228,626.85	\$ 237.32	\$ (3,438,806.99)	\$ (8,966.23)	\$ 23,164,578.77

STATE OF COLORADO)
 : ss.
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 78,851.57 for the month of OCTOBER 2024 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 OCTOBER 2024 is \$ 13,528.13 which includes fees for the County and all taxing authorities.

Patricia Bartlett
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 5 th day of NOVEMBER 2024, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2027

Virginia L Hoffmann
Notary Public

VIRGINIA L HOFFMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914013081
MY COMMISSION EXPIRES SEPTEMBER 19, 2027



Clerk Fees Collected 2024

October

<u>County Fees Retained</u>	<u>2023</u>	<u>2024</u>	
Recording Fees Retained	17,411.48	16,118.28	
Motor Vehicle Fees Retained	312,167.39	304,251.25	
Total \$	329,578.87	\$ 320,369.53	\$9,209.34
<u>Fees & Taxes Distributed</u>			
State of Colorado	256,060.63	264,232.82	
City of Sterling	23,684.71	39,432.77	
Town of Fleming	4,147.65	715.82	
Total \$	283,892.99	\$ 304,381.41	\$20,488.42
Fees Retained Year to Date		\$3,637,499.79	

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: 11/01/24

Event / Project: Colorado Life advertising 2025

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Colorado Life Magazine

Mailing Address: PO Box 430, Timnath CO 80547-0430

Date(s) of Activity: 2025 – 3 issues per year (May/June, July/Aug, Sept/Oct)– ½ page ad highlighting
timely events/attractions

Amount requested: \$3,375.00

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 \$ 3375⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: _____

LCLTB Treasurer's Endorsement  Date: 11/4/24

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

ColoradoLife MAGAZINE

Advertising Insertion Order
 Colorado Life Magazine
 PO Box 270130
 Fort Collins CO 80527
 (970) 480-0149

Order Number: 17084
 10/10/2024

Advertiser:

Marilee Johnson
 Logan County Visitor Center
 315 Main St
 Sterling, CO 80751
 (970) 522-0888
 JohnsonM@logancountyco.gov

Billing:

Marilee Johnson
 Logan County Visitor Center
 315 Main St
 Sterling, CO 80751
 (970) 522-0888
 JohnsonM@logancountyco.gov

Sales Representative:

Sarah Smith
 ssmith@flagshipublishing.com

Please sign and date below and send directly to your sales representative.

We appreciate your business!

Pub	Issue	Year	Reservation Deadline	Material Deadline	Section	Ad Size	Frequency	Card Rate	Net	Amount
Colorado Life Magazine	May/June	2025	2/21/2025	3/3/2025	Go.See.Do.	1/2 Page, Horizontal	3x	\$1,125.00	\$1,125.00	\$1,125.00
Colorado Life Magazine	July/Aug	2025	4/24/2025	5/1/2025	Go.See.Do.	1/2 Page, Horizontal	3x	\$1,125.00	\$1,125.00	\$1,125.00
Colorado Life Magazine	Sept/Oct	2025	6/25/2025	7/1/2025	Go.See.Do.	1/2 Page, Horizontal	3x	\$1,125.00	\$1,125.00	\$1,125.00
									Total	\$3,375.00

Total:		\$3,375.00
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Artwork: Please check one of the following.

I would like to have my advertisement designed by *Colorado Life*.

Please submit your logo(s), pictures, text, contact information, and design requests to your sales representative at the signing of this document.
Note: After three design changes, there may be an additional cost for advertising design.

I would like to submit a camera-ready design.

All camera-ready advertisements must meet the following requirements:

- Submitted as a high-resolution (300 DPI), press-quality PDF.
- All high-resolution images and fonts must be embedded in the PDF file.
- All images should have an effective resolution of 300 DPI and be saved in the CMYK color space as an .EPS or .TIF file.

Note: All camera-ready designs are subject to approval. By selecting this option, you understand your design may require additional changes at the request of our design team and/or Editor and Publishers.

Proofing: If your advertisement is proofed two times with no response, *Colorado Life* reserves the right to run the advertisement as developed.

Terms: Advertisements are invoiced 15 days prior to each issue date. Future advertisements will not be placed if payment is not received within 30 days. Frequency rates are earned within one year from first insertion. *Colorado Life* does not accept cancellations after the publication closing dates.

Authorization for Advertising: I hereby affirm that I am authorized to contract for this advertising on behalf of the advertiser listed above. I acknowledge this insertion order is subject to all terms and conditions of the publisher's current rate card.

Thank you for advertising with *Colorado Life Magazine!*

Authorized Signature: _____ Title: _____

Date: _____

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 19th day of November, 2024, by and between the County of Logan, State of Colorado, hereinafter called "County", and Merino Platte River Ranch, LLC the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): See Attached Legal Description
_____ ; and

WHEREAS, Applicant desires to install and construct a Driveway, which will be located (**Circle One**) along, bore under, or trench across County Rd 2 5/10, to benefit the above-described premises; and

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

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

- Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Driveway, described above, in the right of way of County Rd 2 5/10, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than December 31st, 2024.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
- Applicant hereby releases the County from any liability for damages caused by said

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

- No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
- Other Provisions:

Land Owner #1 _____ Printed
Name *Josh Richardson*
Signature
Land Owner #2 _____ Printed
Name _____
Signature _____

Individual Right-of-Way Permit Applicant:
Dan Griffith
Printed name
[Signature]
Signature

Address: PO Box 268 Application Fee Paid \$50.00
Timnath, CO 80547
Date 10/10/24

Email: dan@etccontracting.com

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

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

Mike Brownell (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jerry A. Sonnenberg (Aye) (Nay)

Legal Description

SW4 EXC A 11.33 AC PARCEL OF LAND DESC AS FOLLOWS; COMM AT SW4 SEC 34;
TH N0D06'20W 1775.2' TO TPOB; TH N50D33'30E 1129.2'; TH N89D30'50E
444.3'; TH N0D43'50E 139.1'; TH S89D30'50W 1319.7'; TH S0D06'20E 849.1'
TO POB EXC A TRACT DESC AS:COMM AT SW COR OF SEC 34;TH N89D59'40E ALG S
LN 2610'TOTPOBTH CONT N89D59'40 E ALG S LN 31.8' TO SE COR OF SW4 TH N0D
12'30W ALG E LN OF SW4 2646.4' TO NE COR OF SW4 TH S89D30'50W ALG N LN
OF SW4 50.2' TH S0D36'20E 2646.1' TO POB SE4NW4 AND ALL THAT PORTION OF
NE4 LYING S AN W OF OUTLET DITCH EXC A TRACT DESC AS:BEG AT A PT ON W LN
OF SE4NW4 FROM WHENCE TH SW COR LIES SLY 135.1' TH ALG W LN TH NELY
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Proposed Location of Driveway



Dan Griffith
Right of Way
ROW2024-12 November 2024
County Road 2 5/10, Sterling



Dan Griffith
Right of Way
ROW2024-12 November 2024
County Road 2 5/10, Sterling

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 19th day of November, 2024, by and between the County of Logan, State of Colorado, hereinafter called "County", and Magnifi Broadband the undersigned easement holder or landowner, hereinafter called "Applicant".

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

_____ ; and

WHEREAS, Applicant desires to install and construct a Fiber Optic Line, which will be located (**Circle One**) along bore under, or trench across see Attached, to benefit the above-described premises; and

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

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

- Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct fiber optic line, described above, in the right of way of see attached, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than 4-1-25.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
- Applicant hereby releases the County from any liability for damages caused by said

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

- No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
- Other Provisions:

Land Owner #1

Printed

Name

Signature

Land Owner #2

Printed

Name

Signature

Individual Right-of-Way Permit Applicant:

DAVID JOHNSON
Printed name

[Signature]
Signature

Address: magnifi Broadband
710 W main st
sterling co 80751

Application Fee Paid \$ 100⁰⁰

Date _____

Email: DanW@magnifi.net

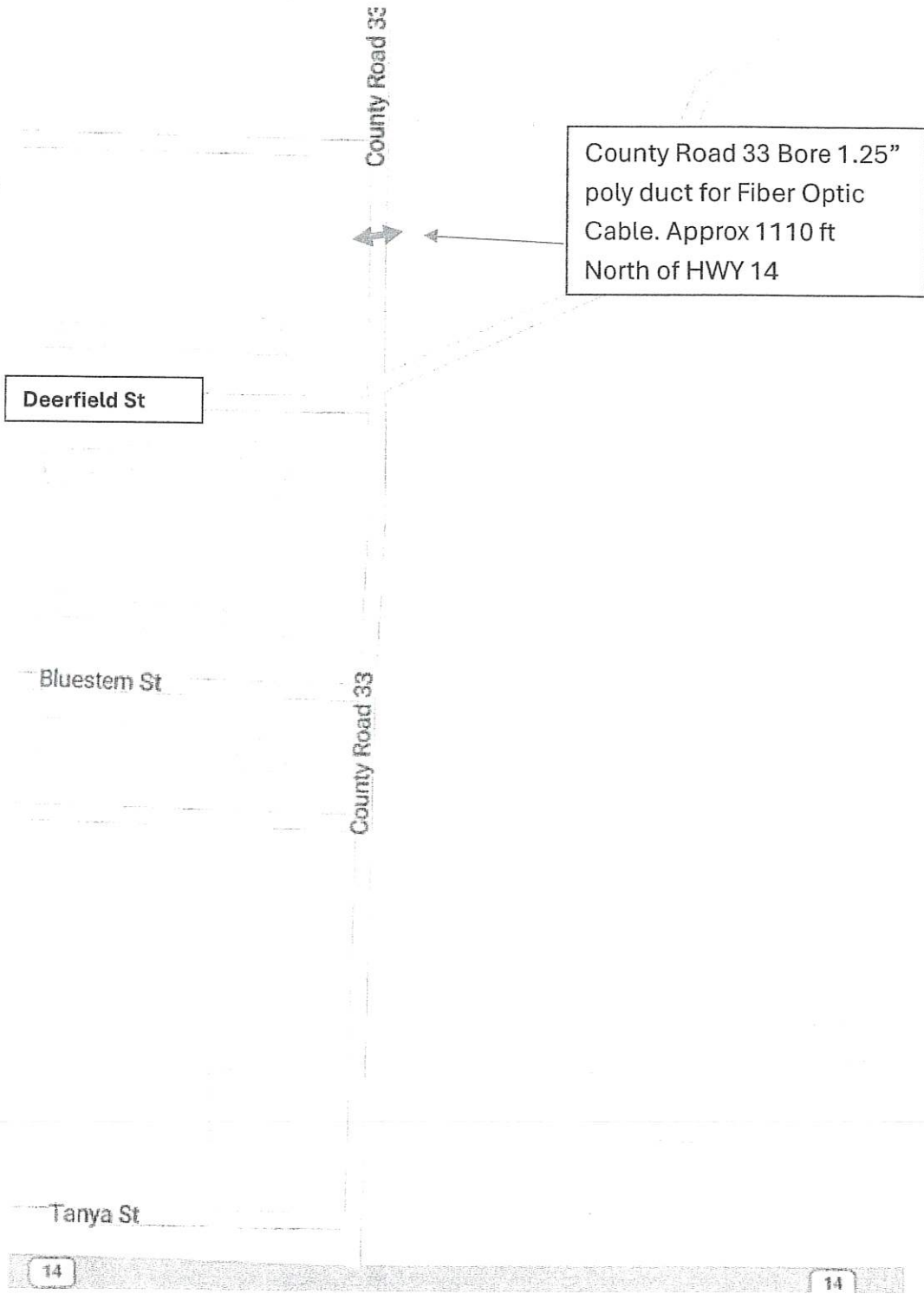
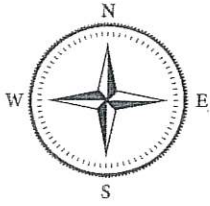
Signed at Sterling, Colorado the day and year first above written.

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Mike Brownell (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jerry A. Sonnenberg (Aye) (Nay)





AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and Logan County, with offices at 315 Main Street, Ste. 4, Sterling, Colorado 80751-4357 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 7, 2024 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from the Agreement:
 - a. Content Manager Core – General Billing, at a contract price of \$3,100
 - b. Accounting, at a contract price of \$4,000
 - c. Human Resources Management, at a contract price of \$14,300
2. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
 - a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Logan County, Colorado

By: _____

By: _____

Name: _____

Name: Mike Brownell

Title: _____

Title: Chair, Board of County Commissioners

Date: _____

Date: November 19, 2024





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date, despite any expiration date in the Amendment Investment Summary that may have lapsed as of the Amendment Effective Date.

Sales quotation inserted on the following pages.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Maddie McCambridge
 Quote Expiration: 03/24/25
 Quote Name: Logan County, CO - Conversion to Hours
 Quote Description: Logan County, CO EERP Conversion to Remote Hours

Sales Quotation For:

Debbie Unrein
 Logan County
 315 Main St Ste 4
 Sterling CO 80751-4357
 Phone: +1 (970) 522-0880

Shipping Address:

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Remote hours	120	\$ 175.00	\$ 0.00	\$ 21,000.00	\$ 0.00
TOTAL				\$ 21,000.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 21,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

Summary Total	\$ 21,000.00	\$ 0.00
Contract Total	\$ 21,000.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: November 19, 2024

Print Name: Mike Brownell, Chair, Board of County Commissioners P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.

- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

VEHICLES TO BE SOLD AT AUCTION

GRADERS from Logan County Road & Bridge

1. **Unit #26** - 2012 John Deere 770GX -DW770GXVCE644940 - 9,635 hours
Cyl #5 weak, 1 active code fuel level sender open or short
2. **Unit #16** - 2015 John Deere 770G - 1DW770GXLFF666972 - 5,465 hours showing
Hours may not be accurate due to it being struck by lightning
0 active codes
3. **Unit #4** - 2013 John Deere 770G - 1DW770GXECE649898 - 12,215 hours
Cyl #5 weak, 2 active codes: engine derate & VGT actuator out of range
(turbo probably bad)
4. **Unit #22** - 2012 John Deere 770GX - 1DW770GXJCE643462 - 12,912 hours
6 codes: Engine derate, CAN Comm Los, Filter soot high, filter soot increasing too
fast, DPF service required, & engine speed derate
(DPF service required)

VEHICLES from Logan County Road & Bridge

1. **Unit #113** - 1990 GMC S-15 - 1GTCS14R9L2514928
Broken windshield & paint damage
2. **Unit #155** - 1990 GMC S-15 - 1GTCS14R9L2514685
Chip in windshield & paint damage
3. **Unit #140** - 2000 Chevy Tahoe SUV - 1GNEK13T8YJ151905
Doesn't run well when cold

MISC. from Logan County Road & Bridge

1. **Unit #59** - 2015 STEPP Mfg. Hot Mix Box (SSPH50) 459PHS5Y7FS127090
New, was never used.
2. **Unit #51** - 1998 Jaeger - 5796/1D134735CO 4" pump gas powered by Chevy V-8
motor on homemade trailer has not been ran for years

CHARGERS from Logan County Sheriff Department

1. **Unit #29** - 2017 Dodge Charger 4x4 5.7 L hemi – 2C3CDXKTXHH596230
Does not run has a hole in the block
2. **Unit #412** - 2008 Dodge Charger 5.7 hemi – 2B3KA43HX8H138765
3. **Unit #417** - 2011 Dodge Charger 3.6L - 2B3CL1CG1BH600111

PKUP from Logan County Building & Grounds

1. **Unit #1** - 2000 Chevy 1500 pkup 4.8 L - 1GCEC14VXYE238624
Cosmetic issues

CAR from Logan County Human Services

1. **Unit #8** - 2018 Chevy Impala 3.6 L – 2G11X5S31J9120278
Getting blow by