

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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OFFICE OF THE BOARD LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, February 16, 2016 - 9:00 a.m.

Call to Order Pledge of Allegiance Revisions to Agenda Consent Agenda

Approval of the Minutes of the February 2, 2016 meeting.

Acknowledge receipt of the Landfill Supervisor's report for the month of January, 2016.

Acknowledge receipt of the Tourist Information Center Coordinator's report for the month of January, 2016.

Acknowledge receipt of the Treasurer's report for the month of January, 2016.

Unfinished Business

Consideration of the award of the bid for the purchase of a compact track loader to be purchased for the Logan County Landfill.

New Business

Consideration of the approval of a Logan County Lodging Tax Board project for BYU Young Ambassadors in the amount of \$6,560.

Consideration of the approval of an Agreement to non-simultaneous exchange of real property between Logan County and the State of Colorado, State Board of Land Commissioners for the purchase of 46 acres of land described as Lot 3 of Section 3, Township 7 North, Range 52 West of the 6th PM.

Consideration of the approval of a software license agreement between Logan County and Computer Information Concepts, Inc. for use of licensed computer software on behalf of the Logan County Finance Department.

Consideration of the approval of Resolution 2016-5 appointing members of the board of directors of the Logan County Justice Center Finance Corporation.

Other Business Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, February 23, 2016, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

February 2, 2016

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Marie Granillo	Logan County Deputy Clerk
Matt Chrisp	Logan County Landfill
Shannon Graves	Logan County Department Human Services
Dustin Grave	
Tim Distell	Ag Teck Repair
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the January 26, 2016 meeting.

Commissioner Meisner moved to approve the Consent Agenda for the February 2, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

The Board will open bids for the purchase of a compact track loader to be purchased for the Logan County Landfill.

- Ag Teck, Sterling CO \$80,174.76
- Ag Teck, Sterling CO \$76,553.80
- Wickham Tractor Company, Sterling CO \$79,730.00
- Wagner Equipment, Windsor CO \$98,362.00

Commissioner Donaldson made a motion to refer the 4 bids on the compact track loader to the Landfill Supervisor to review and make a recommendation to the Board of County Commissioners. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the contract between Logan County and Star Clean Oil, LLC for the purchase of a parcel of land in the East Half of Section 25, Township 8 North, Range 52 West of the Sixth P.M. (Logan County Industrial Park) and authorize the chairman to sign. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve the agreement between Logan County and Star Clean Oil, LLC to terminate the Development Agreement for the Logan County Industrial Park and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, February 9, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:13 a.m.

Submitted by:


Logan County Deputy Clerk

Approved: February 9, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751
(970)522-8657 Fax---(970)522-1995

FOR JANUARY 2016	TONS	PRICE	CHARGES
City of Sterling (Packers)CHG SF	304.63	@ \$1.17	\$356.42
City of Sterling (Dump Trucks)CHG CL	140.17	@ \$20.00	\$2,803.40
City of Sterling Cleanup CHG SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs) C	755.90	@ \$21.00	\$15,873.90
Out of County OC	30.33	@ \$42.00	\$1,273.86
General Public	198.81	@ \$21.00	\$4,175.01
Area Town Clean-ups CPC		@ \$1.00	\$0.00
Petroleum Contaminated Soil PCS		@ \$25.00	\$0.00
<5 TONS ON FREE CERTIFICATES XTON		@ \$21.00	\$0.00
Rural Free Certificate Days NC	26.75	NC	
TOTAL TONS	1456.59		
\$10.00 MINIMUM DIFFERENTIAL			\$416.53
E-Waste Recycling	36 ITEMS		\$177.00
E-Waste Recycling NC		NC	
GEW (Government E-Waste)		lb \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood			
Car Tires (CHG)	27	@ \$5.00	\$135.00
Truck Tires (CHG)		@ \$8.00	\$0.00
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 (NC)		NC	
Appliances (CHG)	6	@ \$5.00	\$30.00
Appliances (NC)		NC	
Analytical Reviews ARV		@	\$0.00
Unsecured/Unauthorized Loads (CHG)		@ \$10.00	\$0.00
CASH			\$3,101.80
CHARGE			\$22,139.32
TOTAL			\$25,241.12
TOTAL # OF VEHICLES	533		

PayL Swenson 2/1/16

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

JANUARY	TONS	CPC (CLOSURE)
CASH	145.39	227.00
CHARGE	866.40	881.19
CITY OF STERLING	444.8	NA
TOTAL	1456.59	\$1,108.19
E-WASTE	0	NA
GEW		NA
RECYCLED METAL		NA
RECYCLED TIRES		NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	1456.59	

Apuyllwendaw 2/1/16

Tourist Information Center

Marilee Johnson, Coordinator

January 2016

- For the month of January, we logged 2,984 visitors who signed the guest book inside the Tourist Information Center, compared to 2,772 last January. The volunteers assisted an average of 92 visitors a day, with the highest being on Fri., Jan. 29 with 223 people.
- There were 37 volunteers, guests and staff in attendance on Fri., Jan. 29 for an after-hours potluck get-together at the Center.
- Received 72 leads year to date as part of our 2016 National Park Trips and MyRockyMountainPark.com (Rocky Mountain Journal) marketing program. The targeted leads were generated at National Park Trips and MyRockyMountainPark.com. These email addresses were collected from consumers who are currently planning trips to the Rocky Mountain region and specifically requested information about Sterling and Logan County.
- Coordinator helped with a booth at the International Sportsmen Expo at the Denver Convention Center Jan. 15-16 as a Logan County representative of the Northeast Colorado Travel Region. Distributed North Sterling Reservoir State Park brochures and gave away Logan County-imprinted water bottles.
- Coordinator attended Tourism Day at the State Capitol in Denver on Tues., Jan. 26.
- Coordinator working to regularly promote Sterling and Logan County through social media outlets and website/blog.
- New office furniture is in place and space has been reorganized.
- Referrals to local businesses/attractions include:

Barb's Gifts	1	Tree Sculptures	3	McDonalds	1
Motel	5	Antique Stores	1	River City Grill	
Museum	1	Zoe's Nook		NJC	1
Post Office		Gas	1	Lock Works	
J & L Café	3	Quilts N Creations		Courthouse	
N Sterling Reservoir		Walgreens		Liquor Store	
Village Inn		Walmart	1	Other Attraction	
Old Town Bistro	1	Fiber Space		Sterling Regional MedCenter	2
Fairgrounds	1	Pawnee Ntl. Grassland		Car Wash	2
High Plains Spice		Other restaurants	5	Downtown	1
Cattleya Floral		Other stores/retail	2	Churches/funerals	3
Home Depot		Sterling Milk Co			

**TOURIST INFORMATION CENTER
MONTHLY VISITORS TOTALS**

	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
JANUARY	2,655	3,192	2,517	3,368	2,370	2,947	2,708	3,003	2,985	2,703	2,710	3,006	2,772	2,984
FEBRUARY	2,551	2,834	3,456	3,138	2,742	3,713	2,892	2,985	2,552	2,062	2,416	3,042	2,716	
MARCH	4,237	6,107	5,696	5,422	6,278	6,019	5,163	4,770	5,682	4,074	3,802	5,121	3,702	
APRIL	4,512	5,824	5,166	5,660	5,053	4,891	4,407	4,905	5,178	3,098	3,885	4,865	4,461	
MAY	8,570	9,110	7,845	7,220	7,471	7,653	7,911	7,551	7,083	6,177	6,729	7,149	6,118	
JUNE	13,713	15,571	13,042	12,899	12,453	11,397	11,943	11,676	11,203	9,867	10,282	9,950	8,593	
JULY	17,903	21,568	16,789	14,296	15,794	15,672	13,800	14,109	15,884	11,406	12,998	12,239	11,186	
AUGUST	14,518	14,573	11,577	10,699	12,172	10,518	10,892	11,663	10,970	9,190	8,978	9,470	8,458	
SEPTEMBER	8,451	10,457	8,019	7,220	8,051	8,051	8,307	8,159	8,703	7,155	4,608	6,494	7,213	
OCTOBER	5,615	5,918	5,107	4,985	6,219	5,437	5,306	5,802	5,922	5,295	3,975	6,524	5,923	
NOVEMBER	3,990	3,229	3,742	3,899	4,432	3,926	4,317	4,408	3,552	3,565	3,009	3,914	4,730	
DECEMBER	4,069	3,625	3,851	3,228	4,340	3,642	3,119	4,122	3,710	3,580	4,297	3,717	3,419	
TOTAL	90,784	102,008	86,807	82,034	87,375	83,866	80,765	83,153	83,424	68,172	67,689	75,491	69,291	2,984

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JANUARY 2016**

COUNTY FUNDS	12/31/15 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	1/31/16 BALANCE
010 COUNTY GENERAL	\$ 6,186,796.26	\$ 310,253.97	\$ 61,876.76	\$ 231,219.52	\$ -	\$ (1,270,981.43)	\$ (7,470.06)	\$ 5,511,695.02
020 ROAD & BRIDGE	\$ 3,078,399.46	\$ 18,856.15	\$ 4,898.94	\$ 338,895.54	\$ -	\$ (493,524.19)	\$ (4,597.65)	\$ 2,942,928.25
050 CAPITAL EXPENDITURES	\$ 513,424.20	\$ 29,490.76	\$ 1,224.58	\$ 39,169.96	\$ -	\$ (51,987.40)	\$ (590.44)	\$ 530,731.66
060 JUSTICE CENTER	\$ 2,041,862.81	\$ -	\$ -	\$ 121,938.99	\$ -	\$ -	\$ (2,426.77)	\$ 2,161,375.03
070 TELEVISION FUND	\$ 30,937.36	\$ 2,579.32	\$ -	\$ -	\$ -	\$ (2,913.48)	\$ (51.59)	\$ 30,551.61
080 PEST CONTROL	\$ 155,182.66	\$ 8,541.83	\$ 1,061.36	\$ -	\$ -	\$ (13,169.48)	\$ (170.85)	\$ 151,445.52
100 LODGING TAX	\$ 187,332.31	\$ -	\$ -	\$ 5,758.89	\$ -	\$ (9,040.77)	\$ -	\$ 184,050.43
110 SOLID WASTE	\$ 860,538.24	\$ -	\$ -	\$ 43,934.23	\$ -	\$ (76,295.75)	\$ -	\$ 828,176.72
111 SOL WST CLOSURE	\$ 341,806.92	\$ -	\$ -	\$ 2,133.23	\$ -	\$ -	\$ -	\$ 343,940.15
120 CONSERVATION TRUST	\$ 33,692.72	\$ -	\$ -	\$ 1.48	\$ -	\$ -	\$ -	\$ 33,694.20
300 CONTINGENT	\$ 526,027.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,027.55
444 CLERK DIGITAL CONV.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
600 AMBULANCE FUND	\$ 342,558.39	\$ -	\$ -	\$ 54,232.73	\$ -	\$ (92,031.48)	\$ -	\$ 304,759.64
% TAX COLLECTED TO DATE								4.89%
TOTALS	\$ 14,298,558.88	\$ 369,722.03	\$ 69,061.64	\$ 837,284.57	\$ -	\$ (2,009,943.98)	\$ (15,307.36)	\$ 13,549,375.78

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$1,249,859.82 for the month of JANUARY 2016 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 JANUARY 2016 is \$19,347.28 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 FEBRUARY 2016, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: 09/23/17


Notary Public



Logan County Landfill

Comply / Exception to be completed by proposer

1. Specify model and year
T770 MY 2016
2. Diesel engine 90 hp minimum, turbo charged, with live sample-ports for engine, hydraulic, transmission oils, and antifreeze.
92HP w/available Drain & Fill Ports for easy sample taking for Bobcat Test Kits
3. Two speed transmission
Comply
4. High flow hydraulic system with aux. ports for attachments
Comply
5. Quick coupler for attachments.
Comply
6. Joystick controls
Comply
7. Enclosed pressurized cab with heater, air conditioner, am/fm radio, full instrument panel.
Comply
8. Suspension seat
Comply
9. Backup camera
Comply
10. Ride control
Comply
11. (cold weather package), engine block heater, and antifreeze to -50 degrees F.
Comply
12. External mounted 5lb. fire extinguisher
Comply
13. Warranty: All costs for mileage, travel time, service trucks, and labor will be borne by the successful proposer for as any service calls to compact track loader locations in Logan County as are necessary for the machine during the full warrenty period.
Comply
14. Parts and Service manuals (in book form)
Comply
15. Parts and service availability: Parts 48 - hours or 2 working days after receipt of order. Service - 48 hours or 2 days after receipt of order.
Comply

continue to next page please

16. If machine is out of service longer than 72 hours for repairs covered under warranty, a comparable substitute machine will be provided by proposer at no additional cost to Logan County. If a substitute machine is not timely provided by the proposer for Logan County's immediate use after 72 hours of down time, proposer will reimburse Logan County the sum of \$1,000.00 per day, as liquidated damages for each day that the machine is down and a substitute machine is not supplied. It is proposer's responsibility to deliver loaned machine as well as pick up machine to be repaired at no additional cost to Logan County.

Comply

17. Complete "Walk-a-round" and machine familiarization with manufacturer rep. upon delivery of machine.

Comply

18. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$55,472.72 - See Attachment 1

Attachments

All attachments must be compatible with proposed machine!

Bucket

1. Same width as, or no more than 4 inches wider than the machine. Light duty or general purpose.

Comply

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$1,221.11 - See Attachment 2

Pallet Forks

1. 48" long x 4" wide tines, capable of lifting 3,100 lbs.

Comply

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$1,119.25 - See Attachment 3

Angle Power Broom

1. 78" minimum width

Comply

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$3,810.90 - See Attachment 4

Mower

1. 78" minimum width

Comply

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$4,686.05 - See Attachment 5

continue to next page please

Snow Push / Box Plow

- 1. 8' width, with replaceable cutting edges and shoes.
trip edge preferred, but not required Comply
- 2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS \$2,132.95 - See Attachment 6

Skeleton Grapple Bucket

- 1. Same width as, or no more than 4 inches wider than
the machine. To be used for concrete & wood pile clean up. Comply
- 2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS \$3,076.83 - See Attachment 7

Auger / post hole digger

- 1. 8 inch minimum diameter and 4 foot depth Comply
- 2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS \$1,718.39 - See Attachment 8

Angle Blade

- 1. Same width as, or no more than 4 inches wider than the
machine. Comply - 78" fully angled
- 2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS \$3,315.60 - See Attachment 9

**TOTAL PROPOSED PRICE FOR
MACHINE PLUS ATTACHMENTS** \$76,553.80

Proposals must be submitted to the Logan County Commissioners Office, 315 Main Street, Sterling, Colorado, 80751 in a sealed envelope marked "Landfill Compact Track Loader" by 5:00 p.m. Friday, January 29, 2016. Proposals will be opened at approximately 9:15 a.m. Tuesday, February 2, 2016.

Equipment must include all applicable OSHA requirements and meet all regulations at time of manufacture.

Proposers are requested to include appropriate literature for machine model as well as attachments.

Proposers are requested to list on a separate sheet all optional equipment with prices available above and beyond specifications.

Proposers must notify Commissioners Office and Landfill Department of any irregularities or any inability to meet the suggested minimum specification no later than two days before proposal opening. Any proposal received without the blanks being completed, in detail, will not be considered.

The Board of County Commissioners reserves the right to reject any and all proposals deemed to be not in the best interest of Logan County.



Product Quotation

Quotation Number: 2426E024353

Date: 2016-01-29 07:12:34

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657
	Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$74,337.00	\$74,337.00
A91 Option Package	M0285-P01-A91	1	\$10,137.00	\$10,137.00
Cab Enclosure with Heat and AC	Engine Block Heater			
High Flow Hydraulics	Attachment Control Kit			
Sound Reduction	Cab Accessories Package			
Hydraulic Bucket Positioning	Two Speed Travel			
Power Bob-Tach	3-Point Seat Belt			
Deluxe Instrument Panel				
Keyless Start				
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$1,765.00	\$1,765.00
Radio	M0285-R26-C02	1	\$417.00	\$417.00
Ride Control Kit	7240257	1	\$1,050.81	\$1,050.81
Fire Extinguisher Kit	7129307	1	\$88.97	\$88.97
Description	Part No	Qty	Price Ea.	Total
Backup Camera and Install Labor		1	\$490.29	\$490.29
Service Manual		1	\$80.00	\$80.00
Parts Manual		1	\$70.00	\$70.00

Total of Items Quoted	\$88,436.07
Dealer P.D.I.	\$300.00
Freight Charges	\$817.00
Dealer Assembly Charges	\$160.00
Discount Customer	(\$15,803.24)
Discount Customer	(\$18,437.11)
Quote Total - US dollars	\$55,472.72

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print:

Sign:

Date:



Product Quotation

Quotation Number: 2426E024352

Date: 2016-01-28 13:46:12

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657
Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net		

Description	Part No	Qty	Price Ea.	Total
80" C/I Heavy Duty Bucket	6726344	1	\$1,535.00	\$1,535.00
--- Bolt-On Cutting Edge, 80"	6718008	1	\$200.83	\$200.83
Description	Part No	Qty	Price Ea.	Total
Bolt	39C1032	8	\$2.30	\$18.40
Nut	85D10	8	\$1.03	\$8.24

Total of Items Quoted	\$1,762.47
Dealer P.D.I.	\$0.00
Freight Charges	\$106.00
Dealer Assembly Charges	\$40.00
Discount Customer	(\$317.24)
Discount Customer	(\$370.12)
Quote Total - US dollars	\$1,221.11

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024344

Date: 2016-01-28 09:55:13

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657
	Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	

Description	Part No	Qty	Price Ea.	Total
Pallet Fork Frame, Heavy Duty	7109332	1	\$1,020.00	\$1,020.00
--- 48" Pallet Fork Teeth	6541518	1	\$505.00	\$505.00

Total of Items Quoted				\$1,525.00
Dealer P.D.I.				\$50.00
Freight Charges				\$139.00
Dealer Assembly Charges				\$0.00
Discount	Customer			(\$274.50)
Discount	Customer			(\$320.25)
Quote Total - US dollars				\$1,119.25

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024345

Date: 2016-01-28 09:56:39

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809 Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657

Description	Part No	Qty	Price Ea.	Total
84" Angle Broom	6905806	1	\$5,790.00	\$5,790.00
Total of Items Quoted				\$5,790.00
Dealer P.D.I.				\$50.00
Freight Charges				\$229.00
Dealer Assembly Charges				\$0.00
Discount	Customer			(\$1,042.20)
Discount	Customer			(\$1,215.90)
Quote Total - US dollars				\$3,810.90

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024346

Date: 2016-01-28 09:57:42

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809 Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657

Description	Part No	Qty	Price Ea.	Total
80" Brushcat (HF)	7233092	1	\$7,105.00	\$7,105.00
Total of Items Quoted				\$7,105.00
Dealer P.D.I.				\$50.00
Freight Charges				\$302.00
Dealer Assembly Charges				\$0.00
Discount	Customer			(\$1,278.90)
Discount	Customer			(\$1,492.05)
Quote Total - US dollars				\$4,686.05

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024347

Date: 2016-01-28 10:00:03

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657
	Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	

Description	Part No	Qty	Price Ea.	Total
Snow Pusher, 8 ft (94 in).	7113767	1	\$3,095.00	\$3,095.00
Total of Items Quoted				\$3,095.00
Dealer P.D.I.				\$50.00
Freight Charges				\$195.00
Dealer Assembly Charges				\$0.00
Discount Customer				(\$557.10)
Discount Customer				(\$649.95)
Quote Total - US dollars				\$2,132.95

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024351

Date: 2016-01-28 14:37:20

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809 ----- Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657

Description	Part No	Qty	Price Ea.	Total
80" Industrial Bucket Grapple	7168339	1	\$4,070.00	\$4,070.00
--- Port Relief	6684646	1	\$65.79	\$65.79
Total of Items Quoted				\$4,135.79
Dealer P.D.I.				\$50.00
Freight Charges				\$244.00
Dealer Assembly Charges				\$260.00
Discount	Customer			(\$744.44)
Discount	Customer			(\$868.52)
Quote Total - US dollars				\$3,076.83

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024349

Date: 2016-01-28 10:37:10

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809 Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657

Description	Part No	Qty	Price Ea.	Total
15C Auger Drive Unit	6809442	1	\$1,605.00	\$1,605.00
--- Auger Mounting Frame - Loaders and Compact Tractors	6812980	1	\$375.00	\$375.00
--- Bumper Kit	7172609	1	\$143.07	\$143.07
--- Standard Duty Bit, 9"	6666892	1	\$297.25	\$297.25

Total of Items Quoted	\$2,420.32
Dealer P.D.I.	\$50.00
Freight Charges	\$112.00
Dealer Assembly Charges	\$80.00
Discount Customer	(\$435.66)
Discount Customer	(\$508.27)
Quote Total - US dollars	\$1,718.39

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____



Product Quotation

Quotation Number: 2426E024354

Date: 2016-01-28 14:18:12

Ship to	Bobcat Dealer	Bill To
Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657	Ag Teck Repair, Inc., Sterling, CO 18921 U.S. HIGHWAY 6 P.O. BOX 629 STERLING CO 80751 Phone: 970-522-7849 Fax: 970-522-7809 ----- Contact: Tim Distel Phone: 970-522-7849 Fax: 970-522-7809 Cellular: 970-520-2813 E Mail: t.distel@bresnan.net	Logan County Landfill 24235 East U.S. Highway 6 Sterling, CO 80751 Phone: (970) 522-8657

Description	Part No	Qty	Price Ea.	Total
90" Dozer Blade, 6-Way	6905811	1	\$4,960.00	\$4,960.00
Total of Items Quoted				\$4,960.00
Dealer P.D.I.				\$50.00
Freight Charges				\$200.00
Dealer Assembly Charges				\$40.00
Discount Customer				(\$892.80)
Discount Customer				(\$1,041.60)
Quote Total - US dollars				\$3,315.60

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____ Date: _____

Logan County Landfill

Comply / Exception to be completed by proposer

1. Specify model and year
Caterpillar 299D2, 2016 model year
2. Diesel engine 90 hp minimum, turbo charged, with live sample-ports for engine, hydraulic, transmission oils, and antifreeze.
Comply, 95 Net engine HP
3. Two speed transmission
Comply
4. High flow hydraulic system with aux. ports for attachments
Comply
5. Quick coupler for attachments.
Comply
6. Joystick controls
Comply
7. Enclosed pressurized cab with heater, air conditioner, am/fm radio, full instrument panel.
Comply
8. Suspension seat
Comply, Air Suspension and heated
9. Backup camera
Comply
10. Ride control
Comply, also dual self level, return to dig
11. (cold weather package), engine block heater, and antifreeze to -50 degrees F.
Comply
12. External mounted 5lb. fire extinguisher
Comply
13. Warranty: All costs for mileage, travel time, service trucks, and labor will be borne by the successful proposer for as any service calls to compact track loader locations in Logan County as are necessary for the machine during the full warrenty period.
Comply, 12 month unlimited hours
14. Parts and Service manuals (in book form)
Comply
15. Parts and service availability: Parts 48 - hours or 2 working days after receipt of order. Service - 48 hours or 2 days after receipt of order.
Comply

continue to next page please

16. If machine is out of service longer than 72 hours for repairs covered under warranty, a comparable substitute machine will be provided by proposer at no additional cost to Logan County. If a substitute machine is not timely provided by the proposer for Logan County's immediate use after 72 hours of down time, proposer will reimburse Logan County the sum of \$1,000.00 per day, as liquidated damages for each day that the machine is down and a substitute machine is not supplied. It is proposer's responsibility to deliver loaned machine as well as pick up machine to be repaired at no additional cost to Logan County.

Comply

17. Complete "Walk-a-round" and machine familiarization with manufacturer rep. upon delivery of machine.

Comply

18. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$74,345.00

Attachements

All attachements must be compatable with proposed machine!

Bucket

1. Same width as, or no more than 4 inches wider than the machine. Light duty or general purpose.

78" GP w/bolt on edge

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$1,327.00

Pallet Forks

1. 48" long x 4" wide tines, capable of lifting 3,100 lbs.

Comply

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$825.00

Angle Power Broom

1. 78" minimum width

Comply, Cat BA118C
Hydraulic angle \$6,273.00

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

Manual angle \$5,254.00

Mower

1. 78" minimum width

Comply, Cat BR378 high flow

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$6,079.00

continue to next page please

Snow Push / Box Plow

1. 8' width, with replaceable cutting edges and shoes.
trip edge preferred, but not required

Comply, Cat 8' SP with trip edge

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$2,128.00

Skeleton Grapple Bucket

1. Same width as, or no more than 4 inches wider than
the machine. To be used for concrete & wood pile clean up.

Comply, Cat 78" Ind, Grapple Rake

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$3,311.00

Auger / post hole digger

1. 8 inch minimum diameter and 4 foot depth

Comply, Cat A19B w/9" auger

2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS

\$2,656.00

Angle Blade

1. Same width as, or no more than 4 inches wider than the
machine.

Comply, Cat 84" Angle Blade

2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS

\$2,437.00

**TOTAL PROPOSED PRICE FOR
MACHINE PLUS ATTACHMENTS**

\$98,362.00*

(price is with manual angle Broom,
add \$1,019.00 for hydraulic angle)

please continue to next page

Proposals must be submitted to the Logan County Commissioners Office, 315 Main Street, Sterling, Colorado, 80751 in a sealed envelope marked "Landfill Compact Track Loader" by 5:00 p.m. Friday, January 29, 2016. Proposals will be opened at approximately 9:15 a.m. Tuesday, February 2, 2016.

Equipment must include all applicable OSHA requirements and meet all regulations at time of manufacture.

Proposers are requested to include appropriate literature for machine model as well as attachments.

Proposers are requested to list on a separate sheet all optional equipment with prices available above and beyond specifications.

Proposers must notify Commissioners Office and Landfill Department of any irregularities or any inability to meet the suggested minimum specification no later than two days before proposal opening. Any proposal received without the blanks being completed, in detail, will not be considered.

The Board of County Commissioners reserves the right to reject any and all proposals deemed to be not in the best interest of Logan County.

Logan County Landfill

Comply / Exception to be completed by proposer

1. Specify model and year
2015 Kubota SVL-90-2HFC
2. Diesel engine 90 hp minimum, turbo charged, with live sample-ports for engine, hydraulic, transmission oils, and antifreeze.
Meets spec
3. Two speed transmission
Meets spec
4. High flow hydraulic system with aux. ports for attachments
Meets spec
5. Quick coupler for attachments.
Includes hydraulic coupler
6. Joystick controls
Pilot controls
7. Enclosed pressurized cab with heater, air conditioner, am/fm radio, full instrument panel.
Meets spec
8. Suspension seat
Air Suspension
9. Backup camera
Meets spec
10. Ride control
Not needed, Kubota has triple flange rollers and air suspension seat
11. (cold weather package), engine block heater, and antifreeze to -50 degrees F.
Meets spec
12. External mounted 5lb. fire extinguisher
Meets spec
13. Warranty: All costs for mileage, travel time, service trucks, and labor will be borne by the successful proposer for as any service calls to compact track loader locations in Logan County as are necessary for the machine during the full warrenty period.
Meets spec
14. Parts and Service manuals (in book form)
Meets spec
15. Parts and service availability: Parts 48 - hours or 2 working days after receipt of order. Service - 48 hours or 2 days after receipt of order.
Meets spec

1
continue to next page please

16. If machine is out of service longer than 72 hours for repairs covered under warranty, a comparable substitute machine will be provided by proposer at no additional cost to Logan County. If a substitute machine is not timely provided by the proposer for Logan County's immediate use after 72 hours of down time, proposer will reimburse Logan County the sum of \$1,000.00 per day, as liquidated damages for each day that the machine is down and a substitute machine is not supplied. It is proposer's responsibility to deliver loaned machine as well as pick up machine to be repaired at no additional cost to Logan County.

Meels Spec

17. Complete "Walk-a-round" and machine familiarization with manufacturer rep. upon delivery of machine.

Meels Spec

18. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$58,200.00

Attachements

All attachements must be compatable with proposed machine!

Bucket

1. Same width as, or no more than 4 inches wider than the machine. Light duty or general purpose.

\$1400.00
Meels spec, 80" with cutting edge

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

Pallet Forks

1. 48" long x 4" wide tines, capable of lifting 3,100 lbs.

AP-PFL-45-48"-4500LB

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$765.00

Angle Power Broom

1. 78" minimum width

AP-AB-84.84" manual angle

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$4400.00

Mower

1. 78" minimum width

AP-SC2572 72"

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$4700.00

continue to next page please

Snow Push / Box Plow

1. 8' width, with replaceable cutting edges and shoes.
trip edge preferred, but not required

AP-SSP-2596 with steel edge

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$2065.00

Skeleton Grapple Bucket

1. Same width as, or no more than 4 inches wider than
the machine. To be used for concrete & wood pile clean up.

Landpride SGS-1578-78"

2. TOTAL PROPOSED PRICE AS PER ABOVE SPECIFICATIONS

\$2500.00

Auger / post hole digger

1. 8 inch minimum diameter and 4 foot depth

AP-SA-35 with 9" auger

2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS

\$2600.00

Angle Blade

1. Same width as, or no more than 4 inches wider than the
machine.

AP-TB2596 8"
Hydraulic Angle

2. TOTAL PROPOSED PRICES AS PER ABOVE SPECIFICATIONS

\$3100.00

**TOTAL PROPOSED PRICE FOR
MACHINE PLUS ATTACHMENTS**

\$79,730.00

Mike Marostka
1-29-16

Proposals must be submitted to the Logan County Commissioners Office, 315 Main Street, Sterling, Colorado, 80751 in a sealed envelope marked "Landfill Compact Track Loader" by 5:00 p.m. Friday, January 29, 2016. Proposals will be opened at approximately 9:15 a.m. Tuesday, February 2, 2016.

Equipment must include all applicable OSHA requirements and meet all regulations at time of manufacture.

Proposers are requested to include appropriate literature for machine model as well as attachments.

Proposers are requested to list on a separate sheet all optional equipment with prices available above and beyond specifications.

Proposers must notify Commissioners Office and Landfill Department of any irregularities or any inability to meet the suggested minimum specification no later than two days before proposal opening. Any proposal received without the blanks being completed, in detail, will not be considered.

The Board of County Commissioners reserves the right to reject any and all proposals deemed to be not in the best interest of Logan County.

**LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM**

Date: 12-30-15 Project Title: BYU-Young Ambassadors
Responsible Party: (Signature) [Signature]
Funds Payable to: (Organization) Sterling Arts Council
Mailing Address: PO Box 973, Sterling CO 80751

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2-5-16
Total cost of project: ~~\$7,000~~ \$6,560
Amount requested: \$1,250

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Funds will be used to promote the event to Haxton, Holyoke, Yuma, Fort Morgan, Sterling & Surrounding areas.

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 \$ 1250⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 2/1/16
LCLTB Treasurer's Endorsement [Signature] Date: 2/1/16

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event.

See Reverse Side

BYU - YOUNG AMBASSADORS

Budget

Actual

Expenses:			
	BYU - Young Ambassadors	\$ 5,000.00	\$ -
	Postage - Thank yous	\$ -	\$ -
	Thank you notes	\$ 5.00	\$ -
	Venue - SMS	\$ 300.00	\$ -
	Advertising	\$ 1,250.00	\$ -
	Misc Expense	\$ -	\$ -
	Ticket Printing	\$ -	\$ -
	Flyer Printing	\$ -	\$ -
	Programs	\$ -	\$ -
Total:		\$ 6,555.00	\$ -
Income & Sponsorships:			
Adult	300 @ \$12.00	\$ 3,600.00	\$ -
SAC Members	50 @ \$10.00	\$ 500.00	\$ -
Child	150 @ \$8.00	\$ 1,200.00	\$ -
		\$ -	\$ -
Lodging Tax Board		\$ 1,250.00	\$ -
Signal Graphics	Tickets/Flyers/Programs	\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Total:		\$ 6,550.00	\$ -
Net Income:		\$ (5.00)	\$ -

Inkind

AGREEMENT TO NON-SIMULTANEOUS EXCHANGE OF REAL PROPERTY

This Agreement to Non-simultaneous Exchange of Real Property ("Agreement") is entered into pursuant to Article IX, Section 9 (7) of the Colorado Constitution and Title 36 of the Colorado Revised Statutes on the _____ day of _____, 2016, ("Effective Date") between the **STATE OF COLORADO**, acting by and through the **STATE BOARD OF LAND COMMISSIONERS**, or its representatives or agents ("Board"), whose address is 1127 Sherman Street, Suite 300, Denver, CO 80203-2206, and Board of County Commissioners of Logan County Colorado ("Transferee"), whose address is 315 Main Street, Suite 2 Sterling, CO 80751.

RECITALS

WHEREAS, Transferee desires to own, and has offered to obtain by exchange, land currently owned by the State of Colorado, which is located in Logan County, Colorado, legally described on Exhibit A (the "State Property") containing 46 acres, more or less; and

WHEREAS, pursuant to Board Order No. 2015049, dated August 12, 2015, the Board has determined that it is in the best interest of the trusts it administers to exchange the State Property for certain other real property to be identified by the Board at a later date (the "Replacement Property"), pursuant to Article IX, Sections 9 and 10 of the Colorado Constitution and Title 36 of the Colorado Revised Statutes.

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

1. Agreement to Exchange.

- a) Subject to the terms and conditions set forth in this Agreement, the Board agrees to convey and deliver all of the Board's right, title and interests in the State Property, except those rights and interests expressly reserved or excepted herein, to Transferee by [please check one] Patent X , Quit Claim Deed _____, or Special Warranty Deed _____, and Transferee agrees to accept and take all of the Board's rights, title, and interests herein conveyed by Patent and to deposit funds with the State Treasurer for the future acquisition of other property by the Board, pursuant to Article IX, Section 9 (7) of the Colorado Constitution, and pursuant to C.R.S. § 36-1-124.5.
- b) The Patent or Deed shall be subject to any and all covenants, restrictions, easements or rights-of-way, as shown on Exhibit B, whether or not of record and shall reserve to the Board title and all rights to any and all sub-surface pore space, minerals, ores, and metals of any kind and character, and all coal, asphaltum, oil, gas, sand, gravel, clay, quarry products or other like substances, and all geothermal resources in, on or under the State Property and rights of ingress and egress in, on, under, over, across and through the State Property for the purposes of exploration, production, mining, extraction, removal of or access to such substances and resources, together with enough of the surface as may be necessary for the proper and convenient working of such substances and resources.
- c) The Patent or Deed shall reserve all groundwater rights including, but not limited to, all not non-tributary and non-tributary groundwater underlying the State Property and rights of ingress and egress for the purpose of exploring for, developing and removing the same together with enough of the surface as may be necessary for the proper and convenient development and withdrawal of such resources.

Transferee, its heirs, successors and assigns hereby provide written consent for the Board's exploration of, development and removal of the same.

d) The Patent or Deed shall require that Transferee, its heirs, successors and assigns shall provide actual and posted notice of non-liability pursuant to C.R.S. § 38-22-105 notifying all persons who might claim a mechanic's lien relating to any work on, materials provided for or improvements to the State Property initiated by or conducted for the benefit of Transferee, its heirs, successors, and assigns that the Board's interests are not subject to such liens. Transferee, its heirs, successors and assigns shall indemnify, defend, and hold the Board harmless against any claims for mechanic's liens relating to any work on, materials provided for or improvements to the State Property initiated by or conducted for the benefit of Transferee, its heirs, successors, and assigns. This obligation shall run with the land and survive the Closing.

2. Exchange Payment. For the purpose of constituting a basis on which this non-simultaneous exchange may be made, the Exchange Payment for the State Property shall be thirty-six thousand eight hundred and 00/00 Dollars (\$36,800) ("the Exchange Payment") subject to credits and charges as provided herein. In addition to the Exchange Payment, Transferee shall be responsible for all costs and incidental fees pertinent to this exchange. Transferee shall wire the Exchange Payment directly to the Colorado State Treasurer in the form of wire transfer at Closing (as hereinafter defined). The Exchange Payment shall be credited to a separate account in the Non-simultaneous State Trust Land Exchange Cash Fund pursuant to C.R.S. § 36-1-124.5(2).

3. Reserved.

4. Encumbrances and/or Transfers.

a) Existing State Leases. State Land Board surface leases are listed on Exhibit B. The surface leases shall be either terminated at Closing or assigned to the Transferee as shown on Exhibit B.

b) Existing Mineral Leases. Mineral leases: Yes ____ or No X__.

The Board shall reserve the right to access the reserved minerals in the patent as detailed in paragraph 1.b of this Agreement.

c) Limitations on Transfers and Encumbrances. Between the date of this Agreement and the date of Closing or termination of this Agreement, the Board shall not otherwise sell, convey, option, lease, or grant any easement, right-of-way or otherwise encumber the State Property except for leases of the mineral substances, geothermal resources, and water resources being reserved to the Board.

d) Evidence of Title. If the Transferee wishes to obtain a commitment of title insurance for this property, the cost of such a commitment shall be at the Transferee's sole cost and expense.

5. Due Diligence, Inspection, and Condition of Property. Transferee shall take the State Property "AS IS", including any preexisting conditions, and shall bear all risk of loss or damage to the State Property occurring after the date of this Agreement. Transferee acknowledges and agrees that the Board has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, verbal or written, past, present, or future, of, as to, concerning or with respect to the State Property including, but not limited to: (a) the value, nature, quality, or condition of the State Property, including, without limitation, the water, soil, and geology; (b) the income to be derived from the State Property; (c) the suitability of the State Property for any and all activities and uses which Transferee

may conduct thereon; (d) the compliance of or by the State Property or its operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body; (e) the habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the State Property; or (f) any other matter with respect to the State Property. Transferee specifically disclaims any representations regarding compliance with any environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements, including solid waste, or the disposal or existence, in or on the State Property, of asbestos or any hazardous substance.

Transferee further acknowledges and agrees that it has been given the opportunity to inspect the State Property and that Transferee is relying solely on Transferee's own investigation of the State Property and not on any information provided or to be provided by the Board other than as is stated in this Agreement. Transferee acknowledges that Transferee may have incurred substantial costs and expenses in the inspection of the property and in connection with the transaction contemplated herein. Transferee further acknowledges that all such costs and expenses are at Transferee's sole risk and expense and that the Board shall have no obligation, liability, or responsibility to Transferee for such costs and expenses. Transferee further acknowledges and agrees that any information provided or to be provided by or on behalf of the Board with respect to the State Property was obtained from a variety of sources and that the Board has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. The Board is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the State Property, or the operation thereof, furnished by any real estate broker, agent, employee, servant, or other person. Transferee further acknowledges and agrees that to the maximum extent permitted by law, the exchange of the State Property as provided for herein is made on an "AS IS" condition and basis with all faults. Transferee and anyone claiming by, through or under Transferee hereby fully and irrevocably releases the Board, the Board's employees, representatives, and agents, from any and all claims that Transferee may now have or hereafter acquire against the Board, the Board's employees, representatives, and agents for any cost, loss liability, damage, expense, demand, action, or cause of action arising from or related to any defects, errors, omissions, or other conditions, including environmental matters, affecting the State Property, or any portion thereof. It is understood and agreed that the Exchange Price reflects that all of the State Property is transferred by the Board and received by Transferee subject to the foregoing.

6. Damage, Liens and Indemnity. Transferee, except as otherwise provided in this Agreement, is responsible for payment for all inspections, tests, surveys, engineering reports, or any other work performed at Transferee's request ("Work") and shall pay for any damage which occurs to the State Property and Inclusions as a result of such Work. Transferee shall not permit claims or liens of any kind against the State Property for Work performed on the Property at Transferee's request. To the extent permitted by law, Transferee agrees to indemnify, protect and hold Board harmless from and against any liability, damage, cost or expense incurred by Board and caused by any such Work, claims, or lien. The provisions of this section shall survive the termination of this Agreement.
7. Special District Disclosure. Special Taxing Districts may be subject to general obligation indebtedness that is paid by revenues produced from annual tax levies on the taxable property within such districts. Property owners in such districts may be placed at risk for increased mill levies and excessive tax burdens to support the servicing of such debt where circumstances arise resulting in the inability of such a district to discharge such indebtedness without such an increase in mill levies. Transferee should investigate the debt financing requirements of the authorized general obligation indebtedness of such districts, existing mill levies of such district servicing such indebtedness, and the potential for an increase in such mill levies.

8. Governor's Signature. The Board shall present the Patent to the Governor for signature and all parties shall utilize their best effort to obtain the Governor's signature provided, however, that nothing herein shall limit the extent, if any, to which the Governor is otherwise obligated by law to sign the Patent. If the Governor shall refuse to sign the Patent and Board shall advise Transferee of such fact, and this Agreement shall terminate without Closing without any costs or recourse against the Board.
9. Closing.
- a) The consummation of the exchange of the State Property ("Closing") shall take place as soon as reasonably possible after the Patent is signed by the Governor, at a time and place mutually agreed upon by the parties (the "Closing Date"), but no later than March 15, 2016, unless an extension is mutually agreed by the parties in writing.
 - b) The Exchange Payment shall be paid and all documents necessary for the consummation of this transaction shall be executed and delivered on or before the Closing Date, and the Board shall deliver possession of the State Property to Transferee on the Closing Date.
 - c) Upon verification of receipt of the Exchange Payment by the Colorado State Treasurer, the Board shall deliver, at its expense, a Patent for the State Property in recordable form executed on behalf of the Board, conveying the State Property to Transferee.
 - d) Transferee shall pay all Closing and recording fees.
 - e) If the Closing is delayed for any reason beyond one year from the Effective Date, the Board shall have the right to obtain a new appraisal of the State Property and amend the Exchange Payment to equal the value established by such new appraisal. If Transferee objects to the value established by the new appraisal, Transferee may elect to treat this Agreement as cancelled; in which case all payments and things of value received under this Agreement shall be returned. Otherwise, Transferee shall treat this Agreement as being in full force and effect and Transferee shall pay the amended Exchange Payment as established by the new appraisal. In no event will Transferee be able to claim offset or credit, or recover for improvements made to the State Property. Transferee will have no other remedy at law or in equity and Transferee expressly waives the remedy of damages.
 - f) An acceptable survey plat by a registered surveyor describing the approximate 46 acre parcel is required prior to the Closing Date.
10. Conditions. The obligation of Transferee to consummate the transaction contemplated by this Agreement is subject to the satisfaction, at or before Closing, of the condition that the Board shall have performed, satisfied and complied with all the covenants, agreements and conditions required by this Agreement to be performed or complied with by the Board on or before the Closing Date. Transferee may waive any or all of these conditions in writing, in whole or in part, without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Transferee of any of Transferee's other rights or remedies if the Board shall be in default of any of the Board's covenants under this Agreement.
11. Failure to Close.
- a) Transferee's Default. If Transferee, without the right to do so and in default of its obligations under this Agreement, fails to make the Exchange Payment contemplated by this Agreement, or fails to satisfy any other obligation under this Agreement, the Board may elect to treat this Agreement as being in full force and effect and the Board shall have the right to obtain specific performance of obligations under this Agreement or damages or both, or the Board may elect to treat this Agreement as terminated. In

no event will Transferee be able to claim offset or credit, or recover for improvements made to the State Property.

- b) The Board's Default. Except as provided in Paragraph 7 of this Agreement (Governor's Signature), if the Board, without the right to do so and in default of its obligations under this Agreement, fails to convey the Patent contemplated by this Agreement, Transferee may elect to treat this Agreement as being in full force and effect and the Transferee shall have the right to obtain specific performance of obligations under this Agreement, or Transferee may elect to treat this Agreement as terminated. In no event will Transferee be able to claim offset or credit, or recover for improvements made to the State Property. Transferee will have no other remedy at law or in equity for such failure and Transferee expressly waives the remedy of damages.
- c) Notice That Time of Essence. Time is of the essence. Failure of Transferee to make any payment required under this Agreement, may, at the option of the Board, be determined to be a default. The Board may, but is not required to, allow Transferee to cure such non-payment within ten (10) business days of written notice from the Board of such default. Failure of either party to perform any other obligation required by this Agreement may, at the option of the other party, be determined to be a default; provided, however, that the party deemed in default shall be given ten (10) days written notice of the default and shall be allowed ten (10) days to cure the default.
- d) Force Majeure. Neither party shall be liable to the other for damages for any failure or delay in performance under this Agreement caused directly or indirectly by any person, authority, event or circumstance beyond such party's reasonable control and without such party's fault or negligence, including without limitation, fire, casualty, strike, lockout, government control and shortages resulting therefrom, or act of God.

12. Miscellaneous.

- a) Parties in Interest. All of the terms and provisions of this Agreement will be binding upon, and inure to the benefit of, and be enforceable by the heirs, successors and permitted assigns of the respective parties. Nothing in this Agreement express or implied is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, nor is anything herein intended to create any third party beneficiary status in any other party, except as herein clearly and expressly stated.
- b) Entire Agreement. There are and were no binding verbal or written representations, warranties, understandings, stipulations, agreements, or promises pertaining to the subject matter of this Agreement made by either party or any agent, employee, or other representative of either party not incorporated in writing in this Agreement or its Exhibits, and neither this Agreement nor any of the Exhibits, terms, provisions, conditions, representations, warranties, or covenants contained in this Agreement can be modified, changed, terminated, amended, superseded, waived, or extended except by an appropriate written instrument duly executed by the parties.
- c) Disputes. If a dispute arises relating to this Agreement, and is not resolved, the parties shall first proceed in good faith to submit the matter to mediation. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. In the event the entire dispute is not resolved within thirty (30) calendar days from the date notice requesting mediation is sent by one party to the other, the mediation, unless otherwise agreed, shall terminate. This section shall not alter any date in this Agreement, unless otherwise agreed.
- d) No Assumption of Liabilities. Transferee has not assumed and does not agree to assume any of the Board's liabilities or obligations, except as specifically provided in this Agreement.

- e) Capacity. Transferee has the capacity and authority to enter into this Agreement and to consummate the transaction described herein without the joinder or consent of any other party.
- f) Statutory References. Any reference to any statutes or laws or regulations thereunder will include all amendments, modifications, or replacements of the specific sections and provisions concerned.
- g) Time. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday, or holiday, the time for such performance will be extended to the next succeeding business day. Time periods under this Agreement will exclude the first day and include the last day of such time period. All periods of time specified in this Agreement shall be counted in calendar days unless otherwise expressly stated.
- h) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of the text of this Agreement.
- i) Notice. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

Any Notice to the Transferee shall be addressed:

Board of County Commissioners of Logan County Colorado
315 Main Street Suite 2
Sterling, Co 80751

Any Notice to the Board shall be addressed:

Real Estate Section Manager
Colorado State Board of Land Commissioners
1127 Sherman Street, Suite 300
Denver, CO 80203

Any such notices shall be either (a) sent postage prepaid by certified U.S. mail, return receipt requested, in which case notice shall be deemed delivered on the first day that delivery was attempted as shown on the return receipt; (b) sent by a nationally recognized overnight courier, in which case it shall be deemed delivered one business day after deposit with such courier; (c) confirmed facsimile; or (d) personally delivered in which case notice shall be deemed delivered on the same day such notice is so delivered. The above addresses may be changed by written notice to the other party; provided however, that no notice of a change of address shall be effective until actual receipt of such notice by the other party. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- j) Governing Law and Venue. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado. Venue for legal proceedings related to this Agreement shall be in the City and County of Denver. Transferee hereby waives personal service of any and all process upon it, consents to service of process by registered mail directed to it at the address stated above, and acknowledges that service so made shall be deemed to be completed upon actual delivery thereof (whether accepted or refused).

- k) Assignment of Agreement. This Agreement may not be assigned without the consent of the Board, which consent shall be at the Board's sole discretion.
- l) Survival of Agreement Provisions. To the extent that the provisions herein set forth require performance to be completed subsequent to the Closing, such provisions shall survive the Closing and be binding upon the parties hereto, and shall not merge into the Patent to be delivered in accordance with this Agreement. All agreements and covenants by the parties, which the party to whom performance is owed could reasonably expect to be intended to survive Closing, shall survive Closing and not merge with the Patent.
- m) Commissions. The Board states that no agents, brokers, or commissions are involved in this transaction. Any commissions or fees for any agents, brokers, or otherwise incurred by Transferee related to this transaction shall be the responsibility of Transferee and not the Board.
- n) Execution. By signing this document, the Board and Transferee acknowledge that this Agreement has important legal consequences and each has consulted with legal counsel before signing this Agreement.
- o) Counterparts and Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Signatures may be delivered by facsimile copy. Facsimile signatures shall be binding on the parties as if they were originals.
- p) Full and Accurate Disclosure. No representation or warranty by Seller or the Board made in this Agreement, or in connection with the transaction contemplated, contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make the standards contained therein not misleading.
- q) Waiver. Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- r) Partial Invalidity. Any provision of this Agreement which is unenforceable or invalid or the inclusion of which would affect the validity, legality or enforcement of this Agreement shall be of no effect, but all the remaining provisions of this Agreement shall remain in full force and effect.
- s) CORA Disclosure. To the extent not prohibited by federal law, this Agreement and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-200.1, et seq.

13. Special Provisions.

- a) The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretations, execution, and enforcement of this Agreement. Any provision of this Agreement whether or not incorporated herein by reference which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this Agreement to the extent that the Agreement is capable of execution.

- b) At all times during the performance of this Agreement, the Board and the Transferee shall strictly adhere to all applicable Federal and State laws, rules, and regulations that have been or may hereafter be established.
 - c) The signatories aver that they are familiar with C.R.S. § 18-8-301, et seq. (Bribery and Corrupt Influences) and C.R.S. § 18-8-401, et seq. (Abuse of Public Office), and that no violation of such provisions is present.
 - d) The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.
 - e) Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
 - f) Governmental Immunity. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS § 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. § § 1346(b) and 2671 et seq., as applicable now or hereafter amended.
14. 1031 Exchange Cooperation. Should the Transferee contemplate qualifying this transaction as a part of a tax-deferred exchange under Section 1031 of the Internal Revenue Code, Board agrees to cooperate as reasonably requested by Transferee in Transferee's efforts to effectuate the exchange; provided, that Board is not required to acquire or convey any property, to incur any additional cost or additional liabilities; and, further provided, that Transferee shall not be released from any of its obligations under this Agreement.
15. Legal Counsel. This agreement is a legal instrument. If not understood, legal, tax or other counsel should be consulted before signing. Each party has had the opportunity to be represented by counsel to explain, at the time this agreement was made, the consequences of this agreement. The parties represent that they have either retained legal counsel, or have declined to do so.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties executed this Agreement as of the date first written.

Board of County Commissioners of Logan County, Colorado

By: _____

Title: _____, Board of County Commissioners of Logan County

Signature: _____

State of Colorado
County of Logan

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____.

Witness my hand and official seal. _____
Notary Public

STATE OF COLORADO
ACTING BY AND THROUGH THE
STATE BOARD OF LAND COMMISSIONERS

By: _____

Title: _____, Colorado State Board of Land Commissioners

Signature: _____

State of Colorado
City & County of Denver

The foregoing instrument was acknowledged before me this ____ day of _____, 2016,
by _____, as _____, Colorado State Board of Land Commissioners.

Witness my hand and official seal. _____
Notary Public

Approved by the Controller's Office:

Signature: _____ Name and Title: _____

EXHIBIT A
Legal Description

LOT 3 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, AND A PARCEL IN LOT 2 OF SAID SECTION 3 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2 OF SECTION 3; THENCE NORTH 89° 11' 50" EAST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 399.20 FEET TO THE SOUTHEAST CORNER OF LOT 1, D.O.C. RESUBDIVISION OF LOTS 4 AND 5 OF S.C.F. RESUBDIVISION OF BLOCK 6 OF PLATTE ADDITION, THIRD FILING TO THE CITY OF STERLING, COUNTY OF LOGAN, STATE OF COLORADO; THENCE SOUTH 15° 46' 15" WEST A DISTANCE OF 1399.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2 OF SECTION 3; THENCE NORTH 0° 48' 15" WEST ALONG THE WEST LINE OF SAID LOT 2 OF SECTION 3 A DISTANCE OF 1341.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.14 ACRES, MORE OR LESS.

LOT 3 AND THE ABOVE DESCRIBED PARCEL CONTAIN 46.83 ACRES, MORE OR LESS, SUBJECT TO INTERSTATE 76 RIGHT-OF-WAY.

EXHIBIT B
Covenants, Easements, Restrictions, Rights of Ways, Other Encumbrances

State Lease No.	Type of Lease	Lessee	
1506 book 15	Right-of-way	CDOT Denver	all of right-of-way
3039 book 30	Right-of-way	Department of Corrections	a portion of the right-of-way
1458 book 14	Right-of-way	Highline Electric Association	a portion of the right-of-way

EXHIBIT C
State Surface Leases

State Lease No.	Type of Lease	Lessee	Terminate or Assign?	Payments owed and by whom
SP-737	Road Access Permit	Board of County Commissioners- Logan County	Terminate	NA

CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 16th day of February by and between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to as "CIC") and Logan County, Colorado, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code; (iii) related documentation, information and derivative works; (iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (vi) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of CIC and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and nonexclusive right and license to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and Enhancements, if any, as are generally released by CIC to all customers from time to time.

5. PROPRIETARY DATA / CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. WARRANTY AND LIMITATION OF REMEDY. CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

8. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

10. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

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

By: _____
Computer Information Concepts, Inc.

By: _____
Logan County, Colorado

EXHIBIT A

Computer Software Products

Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)

Budgetary / Fund Accounting – Option (Budget Preparation)

Budgetary / Fund Accounting – Option (Capital Assets)

Integrated Imaging / Seat

Payroll - Basic

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of October 1, 2016, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

"INSTANT Response" – Customers utilizing our **"Internet Accessible" Annual PEOPLEWARE System (APS)** to log support calls by **"Task Code" - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. **APS** provides retrieval / displays CIC's resolution documentation for a date range within the same **"Task Code"** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our **APS "Quick Reference"** also provides Customers instant access to our most current Web Based Documentation for your specific **"Task Code"**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. **APS** enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, **APS** displays a list of current **"PeopleWires"**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended **"temporary work around"** with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "**DESKTOP Response**" and/or "**ON-DEMAND Response** unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "**DESKTOP Response**" / "**ON-DEMAND Response**" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: _____
Computer Information Concepts, Inc.

By: _____
Logan County, Colorado

EXHIBIT A
Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2016

ANNUAL PEOPLEWARE

<u>\$ 1,905.00</u>	Support – Operating Systems
\$.00	– Server Farm “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server, Department and/or County File Server(s) “With an On-Site Full Time Network Technician”
\$ 750.00	– Department / County with Maximum of Six (6) Hardware Devices “Without an On-Site Full Time Network Technician”
\$ 1,500.00	– Personal Computer / Server or Department File Server “Without an On-Site Full Time Network Technician”
\$ 2,500.00	– County File Server(s) “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,905.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual Lease / User – 3 Users

10,120.00 Support – Application Systems

4,455.00 Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)

1,195.00 Budgetary / Fund Accounting – Option (Budget Preparation)

1,195.00 Budgetary / Fund Accounting – Option (Capital Assets)

285.00 INSTANT Sharing / Seat – 3 Seats

225.00 Integrated Imaging / Seat – 3 Seats

2,285.00 Payroll - Basic

480.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

EXHIBIT A

Page 2 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2016

ANNUAL PEOPLEWARE Continued

2,565.00 Enhancements – Application Systems

1,155.00 Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)

310.00 Budgetary / Fund Accounting – Option (Budget Preparation)

310.00 Budgetary / Fund Accounting – Option (Capital Assets)

60.00 Integrated Imaging / Seat – 3 Seats

595.00 Payroll - Basic

135.00 Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

\$14,590.00 **ANNUAL PEOPLEWARE TOTAL**

"SAMPLE"

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2016

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Retail</u>	<u>Discounted</u>
TOTAL RETAIL PRICE		\$x,xxx.xx	
TOTAL EXHIBIT PRICE			\$x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR

2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

HARDWARE, SOFTWARE AND/OR INITIAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of February 16, 2016, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter individually referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Hardware, Software, and/or Initial Peopleware further described in Exhibit A, attached hereto and by this reference made a part hereof, all in accordance with the schedule shown on Exhibit B, also attached hereto and by this reference made a part hereof; and

WHEREAS, Customer desires to purchase said Hardware, Software and/or Initial Peopleware from CIC and agrees to pay CIC the amounts shown, on or before the dates indicated, all as further described on Exhibit B;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Delivery - Although CIC may assist Customer in purchasing products/services from vendors not represented in this Agreement, in addition to coordinating the timely delivery and installation of all of the products, CIC shall not be liable for any damages, penalty for delay in delivery or for failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery by CIC's vendors or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory limitations or Customer determined limitations, Customer agrees to permit CIC's employees, for purposes of performing CIC's obligations under this Agreement, access to the Customer's hardware, software and/or related data, and shall provide access to a telephone available for use by CIC's employees when present at Customer's location. Customer further agrees to make its employees available to CIC at Customer's location to facilitate implementation of the Hardware, Software and/or Initial Peopleware and/or Products/Services and understands CIC may extend the schedule on Exhibit B, by a period of time equal to any time lost because of Customer's failure to provide such access, excepting Customer may not delay payments due CIC, unless CIC also agrees to such delay.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's PEOPLEWARE procedures and related documentation is of substantial importance and it shall be Customer's obligation to protect said PEOPLEWARE procedures and related documentation from unauthorized disclosure or use.

Additional Expenses - All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals will be considered additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability - Each party shall be solely responsible for any liability arising from injury to any person or damage to any property resulting from the negligence of that party's employees while either on the other party's premises or traveling to or from the other party's premise. Each party, at its expense, will defend any claim or legal proceeding which is brought against the other party but which is based upon the action of the responsible party, and the responsible party will likewise pay any judgment or settlement so awarded or agreed to; provided the other party gives prompt notice of such claim or legal proceeding and cooperates in such defense.

CIC will also defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Hardware, Software and/or Initial Peopleware and Products/Services included in this Agreement.

Ownership - Customer shall have title, interest and right to use all Hardware, Software and/or Initial Peopleware and Products/Services provided in this Agreement subject to CIC's and CIC's respective vendor license agreements, which CIC shall provide and Customer agrees to sign.

Maintenance - Although CIC will provide recommendations regarding Hardware, Software and/or Peopleware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility. As a part of this Agreement but at an additional cost unless specifically included herein, CIC agrees to offer, under separate cover, an Annual Peopleware Agreement which provides Customer with centralized access to technical support and training assistance relating to Customer's hardware, operating and application software, communication networks and/or other areas of Customer's computer installation and with additional products/services Customer may request to maintain or further enhance Customer's automation, in the future.

Warranty and Limitation of Remedy - CIC warrants the Hardware and the Software provided hereunder will perform according to the respective vendor's published specifications, and that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Initial Peopleware and Services provided under this Agreement will not prevent the Hardware and Software from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs. Customer agrees CIC's maximum liability will be limited to the amount CIC received from Customer for Initial Peopleware and Services provided under this Agreement.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counterproductive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution/Term - This Agreement is in full force and effect as of the date of execution and shall continue through the date of the Final Review of Hardware, Software and/or Initial Peopleware plus Final Payment referenced on Exhibit B.

Non-Appropriation of Funds - In the event Customer funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of CIC, its successors or assigns, for any further payments.

If the aforementioned Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify CIC, its successors or assigns and to peaceably surrender possession of the Hardware, Software and/or Initial Peopleware provided under this Agreement to CIC, its successors or assigns. Customer also agrees to not purchase, lease or rent any other Hardware, Software and/or Initial Peopleware capable of performing similar Customer functions for a period of ninety (90) days from the date Customer surrenders said Hardware, Software and/or Initial Peopleware to CIC, its successors or assigns.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, enhancement development and support to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and supersedes all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. This Agreement, and each provision and Exhibit hereof, may be modified only in writing duly executed by both parties. In the event Customer issues a purchase order or other instrument covering the Hardware, Software and/or Initial Peopleware and/or Products/Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: _____ By: _____
Computer Information Concepts, Inc. Logan County, Colorado

EXHIBIT A
Page 1 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **February 16, 2016**.

Description	Qty	Discounted
<u>Hardware / Supplies</u>		
Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) - Annual Lease / User		
Annual Lease / User	3	\$ 1,905.00
Installation / Training - 100% Remote	3	345.00
Enhancements	3	135.00
Support	3	480.00
<u>Software / Transition</u>		
Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)		
Software	1	16,500.00
Data Translation - 100% Remote (38 Hours)	1	3,990.00
Installation / Training - 35% Remote (64 Hours)	1	8,595.00
Enhancements	1	1,155.00
Support	1	4,455.00
Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included	1	766.15
Budgetary / Fund Accounting – Option (Budget Preparation)		
Software	1	4,415.00
Data Translation - 100% Remote (7 Hours)	1	735.00
Installation / Training - 35% Remote (12 Hours)	1	1,615.00
Enhancements	1	310.00
Support	1	1,195.00
Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included	1	246.15

EXHIBIT A
Page 2 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **February 16, 2016**.

<u>Description</u>	<u>Qty</u>	<u>Discounted</u>
<u>Software / Transition Continued</u>		
Budgetary / Fund Accounting – Option (Capital Assets)		
Software	1	4,415.00
Data Translation - 100% Remote (7 Hours)	1	735.00
Installation / Training - 35% Remote (12 Hours)	1	1,615.00
Enhancements	1	310.00
Support	1	1,195.00
Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included	1	246.15
Integrated Imaging / Seat		
Software	3	780.00
Enhancements	3	60.00
Support	3	225.00
Payroll - Basic		
Software	1	8,450.00
Data Translation - 100% Remote (19 Hours)	1	1,995.00
Installation / Training - 35% Remote (32 Hours)	1	4,300.00
Enhancements	1	595.00
Support	1	2,285.00
Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included	1	506.15
INSTANT Sharing / Seat		
Software & Installation / Training - 100% Remote	3	285.00
Support	3	285.00
20% XEROX UPGRADE DISCOUNT	1	(14,345.00)
TOTAL		\$60,779.60

EXHIBIT B
Page 1 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **February 16, 2016**.

\$23,094.80	February 23, 2016	1) Contract Signed 2) Software and Hardware Ordered 3) Initial Payment
	March 3, 2016	1) Transition Planning Meeting Completed
	June 13, 2016	1) Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting) Data Translation Completed
	June 20, 2016	1) Server Farm – Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) Installation / Training Completed
	June 27, 2016	1) INSTANT Sharing Installation / Training Completed
	July 1, 2016	1) Scanner Installation / Training Completed
	July 11, 2016	1) Payroll – Basic Data Translation Completed
	July 14, 2016	1) Budgetary / Fund Accounting – Option (Budget Preparation) Data Translation Completed
	July 22, 2016	1) Budgetary / Fund Accounting – Option (Budget Preparation) Installation / Training Completed
23,094.80	July 30, 2016	1) Budgetary / Fund Accounting – Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting) Installation / Training Completed 2) Second Payment

EXHIBIT B
Page 2 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Logan County, Colorado**, dated **February 16, 2016**.

August 1, 2016	1) Budgetary Fund Accounting – Option (Capital Assets) Data Translation Completed
August 12, 2016	1) Budgetary / Fund Accounting – Option (Capital Assets) Installation / Training Completed
August 31, 2016	1) Payroll – Basic Installation / Training Completed
14,590.00 October 1, 2016	1) Annual Peopleware Agreement 2) Final Review of Hardware, Software, and/or Initial Peopleware 3) Final Payment

\$60,779.60 TOTAL (Payable to CIC)

CIC will test and assure Customer the Hardware and Software is performing according to vendor(s) published specifications before Customer completes final review and releases final payment.

Exhibit – B#1309-16-01

Annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October 1, 2016

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Net</u>
Fujitsu Duplex, Flatbed Scanner, 60ppm, ADF 8.5" x 14", 80 Page ADF, USB w/ Kofax VRS and Cable	1	\$1,850.00
CIC Installation/Configuration – DESKTOP Response – One (1) Scanners (Hours)	2	300.00
TOTAL PRODUCTS / SERVICES NET PRICE		\$2,150.00

EXPENSES

Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

Mail a signed copy of this Exhibit along with your initial payment of \$1,075.00 to 2843 31st Avenue, Greeley, Colorado 80631.

Your final payment of \$1,075.00 will then be due and payable upon our satisfactory delivery of the Products / Services.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within ninety (90) days after CIC's receipt of the signed Exhibit and initial payment.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

Logan County, Colorado

315 Main Street
 Sterling, Colorado 80751
 Phone: 970-522-0888 Fax: 970-522-4018
 Population: 22,709 Size: II - Small



2843 31st Avenue
 Greeley, CO 80631
 (800) 437-7457

Computer Information Concepts

December 18, 2015

Description	Qty	Price
Hardware/Supplies		
(1) Server Farm - Unlimited Server Farm Remote Processing / Storage (M/S Word, Excel, PowerPoint, SQL & Terminal Server) - Annual Lease / User	(3)	
(2) Annual Lease/ User	(3)	1,905.00
(3) Installation / Training - 100% Remote	(3)	345.00
(4) Enhancements	(3)	135.00
(5) Support	(3)	480.00
		<hr/>
		\$2,865.00
Software/Transition		
Budgetary / Fund Accounting - Basic (Accounts Payable, General Ledger w/Budget Processing, Banking & Investments, Cash Receipting plus Local / State / Federal Reporting)		
(1) Software	(1)	\$16,500.00
(2) Data Translation - 100% Remote (38 Hours)	(1)	3,990.00
(3) Installation / Training - 35% Remote (64 Hours)	(1)	8,595.00
(4) Enhancements	(1)	1,155.00
(5) Support	(1)	4,455.00
(6) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included.	(1)	766.15
Budgetary / Fund Accounting - Option (Budget Preparation)		
(7) Software	(1)	4,415.00
(8) Data Translation - 100% Remote (7 Hours)	(1)	735.00
(9) Installation / Training - 35% Remote (12 Hours)	(1)	1,615.00
(10) Enhancements	(1)	310.00
(11) Support	(1)	1,195.00
(12) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included.	(1)	246.15
Budgetary / Fund Accounting - Option (Capital Assets)		
(13) Software	(1)	4,415.00
(14) Data Translation - 100% Remote (7 Hours)	(1)	735.00
(15) Installation / Training - 35% Remote (12 Hours)	(1)	1,615.00
(16) Enhancements	(1)	310.00
(17) Support	(1)	1,195.00
(18) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included.	(1)	246.15

Logan County, Colorado

315 Main Street
Sterling, Colorado 80751
Phone: 970-522-0888 Fax: 970-522-4018
Population: 22,709 Size: II - Small



2843 31st Avenue
Greeley, CO 80631
(800) 437-7457

Computer Information Concepts

December 18, 2015

Description	Qty	Price
Software/Transition (continued)		
Integrated Imaging / Seat		
(19) Software	(3)	780.00
(20) Enhancements	(3)	60.00
(21) Support	(3)	225.00
Payroll - Basic		
(22) Software	(1)	8,450.00
(23) Data Translation - 100% Remote (19 Hours)	(1)	1,995.00
(24) Installation / Training - 35% Remote (32 Hours)	(1)	4,300.00
(25) Enhancements	(1)	595.00
(26) Support	(1)	2,285.00
(27) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., are included.	(1)	506.15
INSTANT Sharing / Seat		
(28) Software & Installation / Training - 100% Remote	(3)	285.00
(29) Support	(3)	285.00
(30) 20% XEROX UPGRADE DISCOUNT	(1)	(14,345.00)
		<u>\$57,914.60</u>
Total Hardware/Software/PEOPLEWARE		<u>\$60,779.60</u>

This proposal represents our latest available information; however, rapidly evolving technology requires the execution of price protection documents to finalize costs.

Further, the information contained in this proposal and in all attachments is confidential, privileged and/or proprietary and intended for the exclusive use of the addressee(s). Any unauthorized review, use, disclosure, replication or distribution is strictly prohibited.

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Description	Qty	First Year	Subs. Years
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On-going Cost Analysis:

Purchase Option

CIC Initial Hardware / Software / PEOPLEWARE Agreement		\$60,779.60	\$0.00
CIC Annual PEOPLEWARE Enhancement / Support Agreement		Included	14,590.00
Total Hardware/Software/PEOPLEWARE		\$60,779.60	\$14,590.00

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December 18, 2015

Description	Qty	Price
Hardware/Supplies		
(1) Fujitsu Duplex, Flatbed Scanner, 60ppm, ADF 8.5" x 14", 80 Page ADF , USB w/ Kofax VRS and Cable	(1)	\$1,850.00
(2) CIC Installation/Configuration - DESKTOP Response - One (1) Scanner (Hours)	(2)	300.00
		<hr/>
		\$2,150.00
Essential Skills Process (ESP) PEOPLEWARE		
(1) Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.	(1)	
		<hr/>
		\$0.00
		<hr/>
Total Hardware/Software/PEOPLEWARE		\$2,150.00

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Computer Information Concepts

December 18, 2015

Description	Qty	First Year	Subs. Years
On-going Cost Analysis:			
Purchase Option			
CIC Initial Hardware / Software / PEOPLEWARE Agreement		\$2,150.00	\$0.00
CIC Annual PEOPLEWARE Enhancement / Support Agreement		Included	0.00
Total Hardware/Software/PEOPLEWARE		\$2,150.00	\$0.00

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RESOLUTION

NO. 2016-5

A resolution of the Board of County Commissioners of Logan County, appointing Directors to serve as members of the Board of Directors of the Logan County Justice Center Finance Corporation.

WHEREAS, the business affairs of the Logan County Justice Center Finance Corporation (the "Finance Corporation") are managed by a Board of Directors consisting of three Directors; and

WHEREAS, Article III, section 2, of the Bylaws of the Finance Corporation provides that the Directors shall be appointed by resolution of the governing body of Logan County for terms of three years, or until successors are duly qualified and appointed; and

WHEREAS, two vacancies currently exist on the Board due to the expiration of the three year terms of previous appointments; and

WHEREAS, duly qualified persons have been identified and are willing and able to fill the vacancies and serve as Directors of the Logan County Justice Center Finance Corporation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the following Directors of the Finance Corporation are hereby appointed for the following terms:

<u>Directors</u>	<u>Term</u>
Gerald Jefferies	January, 2019
Steven Shinn (re-appointed)	January, 2019

If any vacancies occur in the Board of Directors, same shall be filled by resolution of the Board of County Commissioners of Logan County, all as provided in Article III, section 7, of the Bylaws of the Finance Corporation.

Done this ____ day of February, 2016.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Rocky L. Samber, Chairman

(Aye)(Nay)
Gene A. Meisner

(Aye)(Nay)
David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the ____ day of February, 2016.

County Clerk and Recorder