

**AGENDA**  
**MORGAN COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Assembly Room, Administration Building**  
**231 Ensign Street, Fort Morgan, CO 80701**  
**Tuesday, July 2, 2024**

To participate in the Citizen's Comment Period you must connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/83634351898> If you cannot connect via Zoom, you may submit written public comment to [morgancountybcc@co.morgan.co.us](mailto:morgancountybcc@co.morgan.co.us) by email by 4 p.m. on Monday July 1, 2024.

To participate in Public Hearings you may connect via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/83634351898> listen via phone, please dial: 1-312-626-6799, Meeting ID: 836 3435 1898

To watch and/or listen to the meeting but not participate, you may do so by connecting via Zoom Conferencing Access Information: <https://us02web.zoom.us/j/83634351898> or to listen via phone, please dial: 1-312-626-6799, Meeting ID: 836 3435 1898

9:00 A.M.

**A. WELCOME – CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:**

**Commissioner Westhoff**  
**Commissioner Arndt**  
**Commissioner Becker**

**B. CITIZEN'S COMMENT PERIOD**

Citizens are invited to speak to the Commissioners on agenda or non-agenda items. There is a 3-minute time limit per person, unless otherwise noted by the Chairman. Please note that no formal action will be taken on these items during this time due to the open meeting law provision; however, they may be placed on future posted agenda if action is required.

**C. CONSENT AGENDA**

All matters under the consent agenda are considered to be routine by the Board of County Commissioners and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, any Board member may ask that the item be removed from the Consent Agenda and considered separately:

1. Ratify the Board of County Commissioners approval of meeting minutes dated June 18, 2024.
2. Ratify the Board of County Commissioners approval of DHS meeting minutes dated June 18, 2024.

\*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

3. Ratify the Board of County Commissioners approval on assignment of debt collections to Wakefield and Associates dated June 17, 2024. Client #232776, #233400, #233443, #233454, #233457, #233140.
4. Ratify the Board of County Commissioners approval of **Contract 2023 CNT 099 Change Order** Number 1, Scott Brindisi dba Duck Down Masonry and Tile, signed July 2, 2024.
5. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 038 Change Order** Number 1, Y-Not Construction, LLC., signed July 2, 2024.
6. Ratify Chairman (Pro Tem) Jon Becker's signature on **Storm Water Inspection Report**, Inspection Date June 24, 2024 signed June 26, 2024.
7. Ratify the Board of County Commissioners approval on assignment of debt collections to EMS/MC dated June 26, 2024. Client #240366, #240368, #240205, #240129, #240052, #240157, #240158, #240199, #240015, #240170, #240161, #240676, #240208, #240020A, #240022, #240301, #240305, #240185A, #240185C, #240310, #240210, #240941, #240234, #240143, #240279, #240111, #240343, #240013, #240219, #240346, #240228, #240320, #240966, #240403A, #240093, #240057, #240449, #240323, #240431C, #240385, #240037, 240179, #240625, #240083, #240402, #240009, #240412, #240728, #240020B, #240539, #240295, #240084.
8. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 070**, Buildings by Design, LLC., Term of Contract June 1, 2024 through October 31, 2024.
9. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 071**, Buildings by Design, LLC., Term of Contract June 1, 2024 through October 31, 2024.
10. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 072**, SRI, Inc., Term of Contract September 1, 2024 through August 31, 2025.
11. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 073**, Hired Gun Weed & Pest Control, LLC., Term of Contract June 7, 2024 through Completion of Project.
12. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 074**, Parkland USA dba Rhinehart Oil, Term of Contract July 1, 2024 through December 31, 2024.
13. Ratify the Board of County Commissioners approval of **Contract 2024 CNT 076**, Innovative Data Acquisitions, LLC dba IDAX/IDAX Data Solutions, Term of Contract June 27, 2024 through July 16, 2024.

#### **D. UNFINISHED BUSINESS**

No Unfinished Business.

#### **E. GENERAL BUSINESS AND ADMINISTRATIVE ITEMS**

1. Consideration of Approval – **Resolution 2024 BCC 28** A Resolution Amending the Morgan County Zoning Regulations Concerning Above Ground Fuel Storage Tanks in Specific Zones. (Nicole Hay – Planning and Zoning Administrator)
1. Consideration of Approval – **Resolution 2024 BCC 29** A Resolution Permitting Any Person with Concealed Carry Permits to Carry Concealed Firearms in Government Buildings Owned by Morgan County. (Kathryn Sellars – County Attorney)
2. Consideration of Approval – **A Settlement Agreement** between Prairie View Ranch Partners, LLC., Harrison Homes, Inc., and the Board of County Commissioners of Morgan County. (Kathryn Sellars – County Attorney)

#### **F. COUNTY OFFICIAL AND DEPARTMENT HEAD REPORTS**

1. Commissioners Calendar for week of June 28, 2024 through July 9, 2024.

\*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

## H. ADJOURNMENT

\*Morgan County is committed to making its public meetings accessible to persons with disabilities. If you need special accommodations, please call (970)542-3500, extension 1410, at least 2 business days in advance of a meeting to make arrangements.

PREPARED BY: Mindi Cloyd, Administrative Services Manager for BCC  
AGENDA POSTED by June 28, 2024 @ 4:00 P.M.

**MORGAN COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION NO. 2024 BCC 28**

**A RESOLUTION AMENDING THE MORGAN COUNTY ZONING REGULATIONS  
CONCERNING ABOVE GROUND FUEL STORAGE TANKS IN SPECIFIC ZONES.**

WHEREAS, the County desires to amend the Morgan County Zoning Regulations to address above ground fuel storage tanks in specific zones;

WHEREAS, on June 10, 2024, the Planning Commission held a duly noticed public hearing on the proposed amendments and recommended approval of the amendments with further revisions;

WHEREAS, on June 18, 2024, the Board of County Commissioners held a duly noticed public hearing on the proposed amendments;

WHEREAS, the Board of County Commissioners has complied with all relevant provisions for amending the Morgan County Zoning Regulations; and

WHEREAS, after considering public testimony received and the recommendation of the Planning Commission, the Board of County Commissioners finds these amendments to be in the best interest of the citizens of Morgan County.

NOW THEREFORE BE IT RESOLVED by the Morgan County Board of County Commissioners as follows:

Section 1. Section 3-170(F), Parcels Larger than 20 Acres, of the Morgan County Zoning Regulations is revised by the addition of a new subsection (8) to read as follows:

- (8) Above ground fuel storage tanks with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

Section 2. Section 3-170(D), Parcels 20 Acres and Smaller, of the Morgan County Zoning Regulations is revised by the addition of a new subsection (4) to read as follows:

- (4) Above ground fuel storage tanks with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

Section 3. Section 3-190(F) of the Morgan County Zoning Regulations is revised by the addition of a new subsection (11) to read as follows:

- (11) Above ground fuel storage tanks with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more

than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

Section 4. Section 3-315.5 of the Morgan County Zoning Regulations is revised by the addition of a new subsection (V) to read as follows:

- (V) Accessory Uses
  - (1) Above ground fuel storage tanks, with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

Section 5. Section 3-335.5 of the Morgan County Zoning Regulations is revised by the addition of a new subsection (T) to read as follows:

- (T) Accessory Uses
  - (1) Above ground fuel storage tanks, with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

Section 6. Section 3-355.5 of the Morgan County Zoning Regulations is revised by the addition of a new subsection (R) to read as follows:

- (R) Accessory Uses
  - (1) Above ground fuel storage tanks, with an approved zoning permit and in compliance with the requirements of the applicable adopted building and fire codes. No more than 50,000 gallons of fuel storage may be on a single lot. The total volumetric limit may be contained in an unlimited number of tanks.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF COUNTY COMMISSIONERS  
MORGAN COUNTY, COLORADO

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Mark A. Arndt, Chair

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Jon J. Becker, Commissioner

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Gordon H. Westhoff, Commissioner

ATTEST:  
(SEAL)

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Kevin Strauch, Clerk to the Board

**MORGAN COUNTY, COLORADO  
BOARD OF COUNTY COMMISSIONERS**

**RESOLUTION 2024 BCC 29**

**A RESOLUTION PERMITTING ANY PERSON WITH CONCEALED CARRY  
PERMITS TO CARRY CONCEALED FIREARMS IN GOVERNMENT BUILDINGS  
OWNED BY MORGAN COUNTY**

**WHEREAS**, on May 7, 2024, the Colorado General Assembly passed Senate Bill 24-131, which, effective July 1, 2024, prohibits the carrying of firearms in sensitive public places, including certain public buildings;

**WHEREAS**, as applicable to Morgan County, Senate Bill 24-131 provides that unless permitted by a local government, a person shall not carry a firearm on the property or within any building (or on any adjacent parking lots) in which:

1. The chambers or galleries of a local government's governing body are located;
2. A meeting of a local government's governing body is being conducted; or
3. The official office of any elected member of a local government's governing body or of the chief executive officer of a local government is located.

**WHEREAS**, the Board of County Commissioners believe that it is of vital importance to allow individuals who hold a valid permit to carry a concealed handgun in government building owned by Morgan County unless otherwise prohibited by law or lawful order of a law enforcement officer or any individual holding authority to issue such an order;

**WHEREAS**, the Morgan County Board of County Commissioners are fully committed to upholding the Second Amendment of the United States Constitution and right to bear arms that the Second Amendment conveys; and

**WHEREAS**, C.R.S. § 18-12-105.3(4)(b) permits counties to enact a resolution that permits the lawful carrying of firearms in certain government buildings.

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

**Section 1.** A person who holds a valid permit to carry a conceal handgun is hereby permitted to carry a concealed handgun upon the following property or buildings:

- A. Any chambers or galleries where the Board of County Commissioners are located.

B. Any building owned by Morgan County in which an official meeting of the Morgan County Board of County Commissioners is currently taking place.

C. Any building in which the official office of any elected member of the Morgan County Board of County Commissioners is located.

**Section 2.** This resolution does not extend to any incorporated municipality within the County. This resolution is not intended to affect any restriction not expressly described herein, including those restrictions created by SB24-131 and codified in C.R.S. § 1-13-724.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COUNTY COMMISSIONERS  
MORGAN COUNTY, COLORADO**

\_\_\_\_\_  
Mark A. Arndt, Chair

\_\_\_\_\_  
Jon J. Becker, Commissioner

\_\_\_\_\_  
Gordon H. Westhoff, Commissioner

**ATTEST:**

\_\_\_\_\_  
Kevin Strauch, Clerk to the Board



## GLOBAL SETTLEMENT AGREEMENT AND FULL AND FINAL MUTUAL RELEASE

This Global Settlement Agreement and Full and Final Mutual Release (the “Agreement”) is entered into by and among Harrison Homes, Inc. (“Harrison Homes”); Prairie View Ranch Partners LLC (“PVRP”), and the Board of County Commissioners of Morgan County, Colorado, (“Morgan County”) and is effective upon full, mutual execution of this Agreement (the “Effective Date”). The above-named parties to this Agreement may be referred to as a “Party” or collectively the “Parties”.

### RECITALS

A. From 2019 through the Effective Date, PVRP has owned the real property situate in the County of Morgan, State of Colorado, legally described as Lot 34, Prairie View Ranch P.D (“Lot 34”).

B. Between 2019 and 2021, Harrison Homes made certain improvements on Lot 34, including but not limited to the installation of a modular home, known as a 2021 Bellavista Juniper XL, Serial No. NEB 21-M34410 (the “Modular Home”).

C. In 2021 and 2023, Morgan County sent Notices of Violations and a Stop Work Order to PVRP concerning Lot 34 and relating to the Modular Home.

D. On March 29, 2024, Morgan County filed its *Verified Complaint* and *Motion for Preliminary Injunction* in Morgan County District Court, Case No. 2024CV30017 (the “Lawsuit”), naming PVRP as a defendant and seeking to obtain an Order to remove the Modular Home from Lot 34.

E. On April 19, 2024, PVRP filed its *Response to Motion for Preliminary Injunction*, claiming that Harrison Homes owned the Modular Home.

F. On April 29, 2024, Harrison Homes filed a *Motion to Intervene* in the Lawsuit, asserting claims against PVRP and claiming an ownership interest in both the Modular Home and in Lot 34 and on May 9, 2024, the Court granted Harrison Homes’ *Motion to Intervene*.

G. On May 16, 2024, the Parties attended a settlement conference, where they reached a global settlement of the Lawsuit and all issues related to the Modular Home and Lot 34.

H. The Parties desire and intend to resolve and settle the Lawsuit, and to avoid the uncertainties and expenses attendant to litigation. The Parties intend for this Agreement to set forth all the terms of their settlement, but not for it to be construed as any admission of liability or wrongdoing by any of the Parties.

I. The Parties therefore enter into this Agreement with the mutual intent to fully, finally, and globally settle and resolve the Lawsuit and any and all claims PVRP and Harrison

Homes may have by and between one another related to the Lawsuit, the Modular Home, and Lot 34 and to settle Morgan County's claims made in the Lawsuit.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals; in consideration of the mutual concessions contemplated hereunder; in consideration of the following terms, representations, and undertakings herein; and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged; the Parties hereby agree to be bound as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are material to this Agreement and are incorporated into this Agreement as if fully set forth herein.
2. **Supremacy of Agreement.** All Exhibits to this Agreement are material to this Agreement and are incorporated into this Agreement as if fully set forth herein. To the extent this Agreement conflicts with any Exhibit, this Agreement shall control.
3. **Settlement Payment to Harrison Homes.** Within three (3) business days of the Effective Date, PVRP shall pay and deliver to Harrison Homes the total sum of Eighty Thousand 00/100 dollars (\$80,000.00) in good funds.
4. **Settlement Payment to Morgan County.** Within three (3) business days of the Effective Date, Harrison Homes and PVRP shall each pay and deliver to Morgan County the sum of Seven Thousand and 00/100 dollars (\$7,000.00) in good funds, for a total of Fourteen Thousand and 00/100 Dollars (\$14,000.00).
5. **Harrison Homes' Removal of Modular Home.** Harrison Homes shall, at its sole cost, remove the Modular Home from Lot 34 no later than one hundred twenty (120) days of the Effective Date. Harrison Homes shall indemnify and hold harmless PVRP from any and all losses, damages, or claims arising out of or resulting from Harrison Homes' failure to remove the Modular Home from Lot 34 no later than one hundred twenty (120) days of the Effective Date.
6. **PVRP's Obligations.** PVRP shall execute an option agreement for Harrison Homes to purchase Lot 34, in the form attached hereto as **Exhibit 1**, which is incorporated by this reference as if fully set forth herein. Harrison Homes shall have the right to record the executed copy of **Exhibit 1** in the records of the Morgan County, Colorado, Clerk and Recorder. PVRP shall not sell, convey, or transfer Lot 34 prior to the expiration of Harrison Homes' option. PVRP shall deliver an executed copy of **Exhibit 1** to Harrison Homes within three (3) days of the Effective Date.
7. **Lawsuit Stipulation and Stay.** Within seven (7) days of the Effective Date, the Parties shall jointly:

- a. present this Agreement to the Court in the Lawsuit as a stipulation pursuant to C.R.S. § 13-22-308;
- b. request that the Court approve this Agreement and make it an enforceable order of the Court; and
- c. stipulate and move for a complete stay of the Lawsuit pending performance of this Agreement.

Within seven (7) days of the removal of the Modular Home from Lot 34 contemplated in Paragraph 5 above, the Parties shall jointly file a stipulation to dismiss the Lawsuit with prejudice under C.R.C.P. 41(a)(1).

8. **Attorney Fees, Costs, and Expenses in Resolving the Lawsuit.** The Parties shall each be responsible for their own attorney fees and costs related to and incurred in Lawsuit and in the preparation and performance of this Agreement, regardless of whether such costs and fees arose before or after the Effective Date of this Agreement.

9. **Attorney Fees, Costs, and Expenses in Enforcing this Agreement.** Should any Party bring any action or seek any relief to enforce the terms of this Agreement, the prevailing Party shall be awarded their reasonable costs and attorney fees incurred in enforcing this Agreement. Notwithstanding this provision, no costs or attorney fees may be sought against Morgan County by a prevailing party.

10. **Mutual Release.** Except for the obligations of performance due after the Effective Date as set forth in this Agreement, PVRP and Harrison Homes (the “Releasing Parties”), on behalf of themselves and each and every one of their agents, representatives, executors, attorneys, heirs, entities, assigns, predecessors, successors, companies, members, directors, officers, shareholders, managers, affiliates, and insurers, hereby release and forever discharge one another and each and every one of their respective agents, representatives, executors, attorneys, heirs, entities, assigns, predecessors, successors, companies, members, directors, officers, shareholders, managers, affiliates, and insurers from any and all claims, damages, demands, losses, lawsuits, actions, liabilities, responsibilities, causes of action, attorney fees, expenses, and costs, losses, covenants, suits and judgments, whatsoever, known or unknown, pled or unpled, asserted or unasserted, at law, in contract, tort, equity or otherwise, which they now have, might have, or might claim to have had, and which occurred on or arose before the Effective Date related to the Lawsuit, Lot 34, the Modular Home, or any of them. It is the intent that this release be interpreted in the broadest possible sense, with the Releasing Parties’ remaining rights, duties, and obligations being as set forth in this Agreement. It is understood by the Releasing Parties that there is a risk that subsequent to the execution of this Agreement or the Effective Date, the Releasing Parties may discover facts different from or in addition to the facts which they now know or believe to be true with respect to the subject matter of this Agreement, or that certain debts, claims, expenses, or liabilities presently known may be or become greater than the Releasing Parties now expect or anticipate. The Releasing Parties

intend that this Agreement apply to all unknown or unanticipated results, as well as those known and anticipated, and it is the intention of the Releasing Parties to hereby fully, finally, absolutely, and forever resolve any and all claims and disputes which have existed, do exist, or may exist related to the Lawsuit, Lot 34, and the Modular Home, other than the obligations set forth in this Agreement.

11. Upon dismissal of the Lawsuit, Morgan County agrees to be bound by the dismissal with prejudice related to the facts alleged in the Lawsuit regarding the Modular Home. Nothing herein may be deemed to control over Morgan County's land use authority granted to it pursuant Colorado law, its Zoning Regulations, or applicable building code.

12. **No Admissions.** This Agreement shall not be construed as an admission of any type of wrongdoing by any Party, or a violation of any federal, state, or local law, ordinance, or regulation.

13. **Mutual Representations and Warranties.** The Parties each represent and warrant that:

- a. they are the sole owner of all claims released through this Agreement;
- b. they have not sold, transferred, or assigned any of those claims to any person, association, or entity;
- c. they have voluntarily executed this Agreement after consulting with counsel and without being pressured or influenced by any statement or representation of any person acting on behalf of any other Party;
- d. this Agreement and any documents executed in connection herewith constitute the legal, valid, and binding obligations of the Parties, enforceable against such Parties in accordance with the terms of this Agreement;
- e. they have read this Agreement and know and fully understand its contents in its entirety;
- f. neither the execution nor the delivery of this Agreement, the incurrence of the obligations herein set forth, the consummation of the transactions herein contemplated, nor the compliance with the terms of this Agreement will conflict with, or result in a breach of, any of the terms, conditions, or provisions of, or constitute a default under, any bond, note, or other evidence or indebtedness or any contract, indenture, mortgage, deed of trust, loan agreement, lease, or other agreement or instrument to which such Party is a party or by which such Party may be bound;
- g. they have the right, power, legal capacity, and authority to execute and enter into this Agreement and to execute all other documents and perform all other acts as

may be necessary in connection with the performance of this Agreement;

- h. no approval or consent not heretofore obtained by any person or entity is necessary in connection with the execution of this Agreement by such Party or the performance of such Party's obligations under this Agreement;
- i. they have received independent tax and legal advice from attorneys of his choice with respect to the advisability of executing this Agreement;
- j. they have made such investigation of the facts pertaining to this Agreement, and all the matters pertaining thereto, as they deem necessary;
- k. except as expressly provided herein, no person has made any statement or representation to such Party regarding any fact relied upon by such Party in entering into this Agreement and each Party specifically does not rely upon any statement, representation, or promise of any other person in executing this Agreement; and
- l. they will not take any action which would interfere with the performance of this Agreement by any other Party or which would adversely affect any of the rights provided for herein.

14. **Compromise Bona Fide Dispute.** It is expressly understood and agreed that the terms hereof are contractual and not merely recitals, and that the agreements contained herein and the consideration transferred is to compromise disputed claims, avoid litigation, and buy peace, and that no payments made or other consideration given, shall be construed as an admission of liability of any Party, all liability being expressly denied. In the event that this Agreement terminates or otherwise becomes null and void, then, in that event, it shall have been considered to have been prepared and executed pursuant to Rule 408 of the Colorado Rules of Evidence and shall not be offered as evidence for any purpose in any judicial or administrative proceeding. On the other hand, in the event that this Agreement does not terminate by its own terms or otherwise become null and void, then it may be offered as evidence to enforce any term or provision of this Agreement.

15. **Successors in Interest.** The Parties agree and acknowledge that this Agreement will be binding upon and inure to the benefit of their respective executors, administrators, personal representatives, heirs, successors, and assigns.

16. **Entire Agreement.** This Agreement constitutes the complete understanding between the undersigned concerning the subject matter herein. This Agreement supersedes and replaces all other agreements, contracts, statements, representations, or understandings between or among the Parties, whether written or verbal. The Parties acknowledge that there have been no promises or representations concerning the subject matter of this Agreement other than those set forth herein. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by the Parties.

17. **Interpretation.** This Agreement is mutually negotiated and should not be construed against any Party. Since this Agreement was mutually drafted and negotiated, this Agreement shall not be construed against the “drafter” of the Agreement. The Parties acknowledge and agree that each of them has read and understands the meaning of this Agreement and are voluntarily entering into this Agreement.

18. **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, such holding shall not affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable, such provision shall be limited to give effect to the intent of the Parties to the fullest extent permitted by applicable law.

19. **Waiver or Amendment.** No breach of any provision of this Agreement can be waived unless done in writing except as otherwise set forth in this Agreement or any of the exhibits hereto. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or other provisions of this Agreement.

20. **Counterparts.** The Parties may execute this Agreement in counterparts which, when taken together, shall constitute one agreement. The Parties may execute this document by facsimile or electronic signature, which shall be as effective as if an original signature.

21. **Choice of Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Colorado, without regard to its conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue of the Colorado state court located in the County of Morgan, State of Colorado, for any action arising out of or relating to this Agreement.

22. **Non-reliance.** The Parties expressly assume any and all risks that the facts and law may be different from the facts and law as known to, or believed to be, by each such Party as of the date of this Agreement. This Agreement shall be effective and enforceable according to its terms herein even if the facts or law turn out to be different than each Party hereto knows or believes them to be as of the date hereof.

23. **Necessary Acts, Further Assurances.** The Parties shall cooperate in the execution of any documents necessary to execute this Agreement. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement or to show the ability to carry out the intent and purposes of this Agreement.

24. **Acknowledgment of Legal Advice.** The Parties agree and acknowledge that they enter into this Agreement after consultation with their attorneys, that their attorneys have explained the terms of this Agreement, and that they fully understand and voluntarily accept the terms of this Agreement.



*Attorneys for Prairie View Ranch Partners LLC*

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By: Timothy L. Goddard, #17645



# COMMISSIONERS CALENDAR

June 28, 2024 through July 9, 2024

June 28, 2024	8:00 A.M. 9:00 A.M.	KSIR Radio Interview (Becker) CDOT/STAC (Becker)
July 1, 2024	10:00 A.M. 11:00 A.M. 1:00 P.M. 2:00 P.M.	Monthly Region 4 Opioid Council Meeting BCC Office Meeting HR Department Meeting Building Maintenance Department Meeting
July 2, 2024	9:00 A.M.  11:00 A.M.	Board of County Commissioners Meeting (Assembly Room) (Please check <a href="https://morgancounty.colorado.gov/">https://morgancounty.colorado.gov/</a> for meeting options.) Finance Department Meeting
July 3, 2024		Daily County Business
July 4, 2024	<b>OFFICES CLOSED</b>	<b>County Offices closed in observance of Independence Day</b>
July 5, 2024		Daily County Business
July 8, 2024	10:00 A.M. 2:00 P.M.	HR/Finance Department Meeting BCC Office Meeting
July 9, 2024	9:00 A.M. 10:00 A.M. 1:30 P.M.	Ambulance Department Meeting County Attorney Office Hours 911 Authority Board/Communications Board Meeting

*Unless otherwise noted, all meetings with department heads and other non-BOCC elected officials listed above may include an update on the status of the department, a general discussion of projects, any matters or concerns that the County needs to address, and activities and operations of the department.*

***Department meetings may be by conference call or virtual meeting upon request.***

CALENDAR SUBJECT TO CHANGE DUE TO AGREEABLE CANCELLATIONS AND/OR WALK IN BUSINESS

Posted 06/28/2024 @ 4:00 P.M. by Mindi Cloyd, Administrative Services Manager

\*\* All meetings are held in the Commissioner's Office located at 218 West Kiowa Avenue, Fort Morgan unless otherwise noted

\*Any meeting or event scheduled to be held at the Commissioners' Offices (218 West Kiowa Avenue, Fort Morgan, CO) will be relocated to a site with handicapped access upon request. For special assistance for the Morgan County Board of Commissioners meeting, please notify us 48 hours before the scheduled agenda item. Please call (970)542-3500, extension 1410, to request accommodation.