

### **AGENDA**

### Logan County Board of Commissioners Logan County Courthouse, 315 Main Street, Sterling, Colorado Tuesday, April 16, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the April 2, 2019 meeting.

Acknowledgment of the receipt of the Treasurer's report for the month of March, 2019.

Acknowledgment of the receipt of the Public Trustee's report for the first quarter of 2019.

Acknowledgment of the receipt of the Clerk and Recorder's report for the month of March, 2019.

Acknowledgment of the receipt of the Sheriff's fee report for the month of March, 2019.

Acknowledgment of the receipt of the Landfill Supervisor's report for the month of March, 2019.

### **Unfinished Business**

The Board will award bids for the purchase of a single axle chassis snowplow package dump/hydraulics/hitch for the Logan County Road and Bridge Department.

Consideration of the approval of an agreement between Logan County and Romeo Entertainment Group, Inc., to secure Blackhawk, Restless Heart, & Shenandoah as entertainment for the Logan County Fair Night Show to be held August 10, 2019.

Consideration of the approval of Resolution 2019-20 amending Section 7.2, I. of the Logan County Zoning Resolution as concerns regulations for Camping Areas.

### **New Business**

The Board will open bids for the 2019 Asphalt Overlay program.

The Board will open bids for the installation of four rooftop HVAC units on the Logan County Central Services Building.

Consideration of the approval of the following Logan County Lodging Tax Board projects:

- July 4<sup>th</sup> Heritage Festival \$2,500.00
- Explore Print and Digital \$4,411.00
- Logan County Fair and Rodeo \$6,000.00
- High Plains Adventures travel guide \$1,745.00
- CO EDC \$200.00

The Board will sign a proclamation designating the month of April 2019 as Child Abuse Prevention Month.

# Other Business Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, April 30, 2019, at 9:30 a.m. at the Logan County Courthouse.

### **Executive Session as Needed**

### April 2, 2019

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

Joseph A. McBride

Chairman

Jane Bauder

Commissioner

Byron Pelton

Commissioner - Absent

Also present:

Alan Samber

Logan County Attorney

Rachelle Stebakken

Logan County Deputy Clerk

Marilee Johnson

Tourist Information Center Director/County Public

Information Officer

Debbie Unrein

Logan County Finance

Jane Glenn

Jeff Rice

Journal Advocate

Chairman McBride called the meeting to order at 9:32 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. Commissioner Bauder abstained from voting on Resolution 2019-20 amending Section 7.2, I. of the Logan County Zoning Resolution as Concerns Regulations or Camping Areas due to being in the RV business.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the March 19, 2019 meeting.
- Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month March, 2019.

Commissioner Bauder moved to approve the Consent Agenda. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride continued with New Business:

The Board opened bids for the purchase of a single axle chassis snowplow package dump/hydraulics/hitch for the Logan County Road and Bridge Department.

- Kois Brothers Equipment Company Inc. 2020 International HV507 for \$74,477.00 and a Single Axle Snowplow package with dump, hydraulics and a hitch for \$53,321.00 with a total of \$157,218.00.
- Transwest 2020 Freightliner 108SD Auto Truck Snow & Ice for \$163,932.00 with an option of a Kois Brothers Equipment Company Inc. upfit for \$4,105.00.

Chairman McBride moved to submit the bids to Jeff Reeves with Logan County Road and Bridge for his recommendation. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner Bauder moved to approve Resolution 2019-19 opposing the passage of Senate Bill 19-181, concerning the oil and gas industry in Colorado. Chairman McBride seconded and the motion carried 2-0.

- Commissioner Bauder explained why she is opposed to Senate Bill 19-181.
- Chairman McBride read a letter from Commissioner Pelton, who was absent from the meeting, explaining why he is opposed to Senate Bill 19-181.
- Jane Glenn explained why she is opposed to Senate Bill 19-181.

Commissioner Bauder moved to approve an Exhibit B#1309-19-01 to the Annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October 2018 and authorize the Chairman to sign. Chairman McBride seconded and the motion carried 2-0.

• Debbie Unrein with Logan County Finance explained the agreement.

Commissioner Bauder moved to postpone definitely until April 16, 2019 at 9:00 a.m. for the consideration of approval of an agreement between Logan County and Romeo Entertainment Group, Inc. for the Logan County Fair Night Show to be held August 10, 2019 due to not receiving the contracts yet. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to postpone definitely until April 16, 2019 at 9:00 a.m. for the consideration of the approval of Resolution 2019-20 amending Section 7.2, I. of the Logan County Zoning Resolution as Concerns Regulations or Camping Areas. Chairman McBride seconded and the motion carried 2-0.

The next business meeting will be scheduled for Tuesday, April 16, 2019 at 9:30 a.m. at the Logan County Courthouse.

Logan County Clerk & Recorder

### LOGAN COUNTY TREASURER'S MONTHLY REPORT REPORT OF COUNTY FUNDS ONLY **MARCH 2019**

COUNTY FUNDS	2/28/19 BALANCE	PRO	OPERTY TAXES	SPECIFIC OWNERSHIP	c	MISC COLLECTIONS	Т	RANSFERS IN (OUT)	WARRANTS	TREAS FEES	3/31/19 BALANCE
COUNTY GENERAL	\$ 7,095,667.98	\$	426,528.16	\$ 70,030.01	\$	176,437.04	\$		\$ (999,332.28)	\$ (9,857.35)	\$ 6,759,473.56
ROAD & BRIDGE	\$ 3,977,773.77	\$	24,889.64	\$ 4,766.16	\$	518,436.96	\$	-	\$ (609,608.76)	\$ (5,393.51)	\$ 3,910,864.26
CONTINGENT	\$ 563,189.55	\$		\$ , 14 <u>, 14 17 1</u>	\$	4,810.00	\$	-	\$	\$ 	\$ 567,999.55
CAPITAL EXPENDITURES	\$ 431,725.72	\$	9,675.83	\$ 1,328.18	\$	232,140.48	\$	-	\$ (50,056.78)	\$ (193.52)	\$ 624,619.91
JUSTICE CENTER	\$ 2,635,441.37	\$		\$	\$	136,510.97	\$		\$	\$ (2,653.58)	\$ 2,769,298.76
TELEVISION FUND	\$ 80,085.77	\$	3,870.33	\$ 635.56	\$	-	\$	-	\$ (3,420.32)	\$ (77.41)	\$ 81,093.93
PEST CONTROL	\$ 238,592.58	\$	9,793.42	\$ 1,330.26	\$		\$		\$ (12,741.99)	\$ (195.87)	\$ 236,778.40
LODGING TAX	\$ 167,023.29	\$	-	\$ -	\$	6,084.59	\$	-	\$ (2,136.50)	\$ _	\$ 170,971.38
SOLID WASTE	\$ 1,349,224.76	\$	58,054.80	\$ 10,131.13	\$	24,117.41	\$	-	\$ (29,273.98)	\$ (1,161.09)	\$ 1,411,093.03
SOLID WASTE CLOSURE	\$ 423,319.48	\$	-	\$ -	\$	1,299.01	\$	-,	\$ -	\$ -	\$ 424,618.49
CONSERVATION TRUST	\$ 124,415.11	\$		\$	\$	24,732.77	\$		\$	\$ 	\$ 149,147.88
FAIR FUND	\$ 89,369.41	\$	-	\$ -	\$	14,650.00	\$	-	\$ (12,232.69)	\$ -	\$ 91,786.72
AMBULANCE FUND	\$ 202,462.56	\$		\$	\$	80,382.34	\$		\$ (66,506.26)	\$ , 'A, ' - ' - '	\$ 216,338.64
% TAX COLLECTED TO DATE											37.68%
TOTALS	\$ 17,378,291.35	\$	532,812.18	\$ 88,221.30	\$	1,219,601.57	\$	-	\$ (1,785,309.56)	\$ (19,532.33)	\$ 17,414,084.51

STATE OF COLORADO	)
	: ss.
COUNTY OF LOGAN	)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$1,498,715.88 for the month of MARCH 2019 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 MARCH 2019 is \$24,783.67 which includes fees for the County and all taxing authorities.

Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 3rd\_day of APRIL 2019, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 23, 2021

JANET MCLAUGHLIN . Notary Public State of Colorado Notary ID # 20054037006 My Commission Expires 09-23-2021

PATRICIA BARTLETT Logan County Colorado Treasurer and Public Trustee



315 Main St., Ste. 4 Sterling, CO 80751 Phone (970) 522-2462 Fax (970) 521-4179 www.logancountyco.gov

April 1, 2019

The Honorable Board of County Commissioners Courthouse Sterling, CO 80751

Herewith attached is the Public Trustee's First Quarter Report showing a total collected of \$5,135.00.

Patricia Bartlett, Logan County Public Trustee

STATE OF COLORADO)

:SS.

COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: September 23, 2021

Notary Public

JANET MCLAUGHLIN

Notary Public
State of Colorado
Notary ID # 20054037006
My Commission Expires 09-23-2021

	JANUARY 2019 TOTALS																
RELEAS	SE	DEED		CUR	E	FOREC	CLSR FEE	WIT	ΓHDRAW	E	ESCROW	R	ESTART	RES	CISSION	MPTION FEE	TOTAL
59		2		0			5		4		0	,	0		0	0	70
	85.00	\$ 60.0	00	\$	-	\$	750.00	\$	140.00	\$	-	\$	_	\$	-	\$ _	\$ 1,835.00

				FEBRUARY 2	019 TOTALS	Salar Sa			
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
70	2	0	2	0	0	0	0	0	74
\$ 1,050.00	\$ 60.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,410.00

								M	ARCH 20	19 T	OTALS						
R	RELEASE	DEED	)	Cl	JRE	FOREC	LSR FEE	WIT	HDRAW	Е	SCROW	RES	START	RES	CISSION	MPTION FEE	TOTAL
	64	1			1		4		1		2		0		0	1	74
\$	960.00	\$ 3	30.00	\$	35.00	\$	600.00	\$	35.00	\$	150.00	\$	_	\$	_	\$ 80.00	\$ 1,890.00

					1ST QUARTER	2019 TOTAL	S			
R	RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
	193	5	1	11	5	2	0	0	1	218
\$	2,895.00	\$ 150.00	\$ 35.00	\$ 1,650.00	\$ 175.00	\$ 150.00	\$ -	\$ -	\$ 80.00	\$ 5,135.00

### **Clerk Fees Collected 2019**

### March

	2018	2019	
Recording Fees Retained	12,451.37	9,839.94	
Motor Vehicle Fees Retained	258,466.87	314,891.74	
Total \$	270,918.24	\$ 324,731.68	\$53,813.44
Fees & Taxes Distributed			
State of Colorado	225,572.82	236,917.41	
City of Sterling	21,027.58	21,666.34	
Town of Fleming	150.00	701.88	
Total \$	246,750.40	\$ 259,285.63	\$12,535.23
Fees Retained Year to Date			\$807,459.95

	CIVIL PAYMENTS								
		M	lar-19						
Date	Check #	Business Check #	Sheriff #	Amount			mount Refund	01	mount wed to ounty
3/12/2019	574	25503737973	2019-182	\$	35.00	\$	10.00	\$	25.00
3/12/2019	3/4	25693764557	2019-184	\$	50.00	\$	5.00	\$	45.00
3/18/2019	575	33739	2019-211	\$	40.00	\$	15.00	5	25.00
3/18/2019	576	2716	2019-144	\$	46.00	\$	15.00	5	31.00
3/19/2019	577	20505	2019-219/220	\$	50.00	\$	5.00	5	45.00
3/20/2019	578	6173	2019-207	\$	35.00	\$	15.00	5	20.00
3/26/2019	579	2790	2019-224	\$	40.00	5	15.00	5	25.00
3/26/2019	580	CASH	2019-232/233	\$	65.00	\$	30.00	5	35.00
3/27/2019	581	16657	2019-216	S	40.00	5	15.00	5	25.00
3/27/2019	582	10193	2019-237	\$	40.00	5	15.00	5	25.00
4/2/2019	583	2742	2019-243	\$	35.00	5	15.00	5	20.00
4/3/2019	584	43108	2019-256	5	35.00	5	15.00	5	20.00
				Tot	al Owed	to (		-	341.00

CI	VIL PA	YMENTS	C	REDIT	C	ARDS	5			
	Mar-19									
Date	Check #	Sheriff #		Amount		nount of efund	0	mount wed to		
3/13/2019		2019-197	\$	45.00	\$		\$	45.00		
3/18/2019		2019- 202/203/204/ 205	s	141.00	Ś		ς.	141.00		
3/26/2019		2019-226	5	35.00	\$		5	35.00		
3/29/2019		2019-245	\$	35.00	5		5	35.00		
4/4/2019		2019-254/255	\$	70.00	5		\$	70.00		
4/5/2019	585	2019-261/262	s	68.00	\$	30.00	\$	38.00		
4/8/2019		2019-264	\$	35.00	5		\$	35.00		
		Total O	wed	to County			\$	399.00		

DTARY/SEX C	FFENDERS/R	ECO	RDS R	EQ	UEST	C	REDI
	Mar	-19					
Date	Sheriff #	А	mount		ount of	٥١	mount wed to
3/12/2019		5	7.00	5		5	7.00
3/28/2019		\$	7.00	\$		5	7.00
	Total C	wed to	County			\$	14.00

CH	P CRED	IT CAR	D.	S						
Mar-19										
Date		Amount		Amount Owed to						
3/8/2019	5	152.50	S	152.50						
3/8/2019	\$		15	152.50						
3/11/2019	, s	152.50	5	152.50						
3/19/2019	\$	152.50	5	152.50						
3/19/2019	S	152.50	5	152.50						
3/22/2019	\$	63.00	\$	63.00						
3/26/2019	\$	63.00	\$	63.00						
3/26/2019	\$	63.00	5	63.00						
4/5/2019	\$	152.50	5	152.50						
	Total Owed	to County	5	1,104.00						

CIVIL CHECKS \$ 341.00

CIVIL CREDIT CARDS \$ 399.00

RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 14.00

CHP CREDIT CARDS \$ 1,104.00

TOTAL PAID TO GENERAL FUND \$ 1,858.00 Check#586

# LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

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

FOR MARCH 2019	TONS	PRICE	CHARGES
City of Sterling (Packers) SF	369.23	@ \$1.17	\$432.00
City of Sterling (Dump Trucks) CL	239.32	@ \$20.00	\$4,786.40
City of Sterling Clean-up SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs) C	892.36	@ \$21.00	\$18,739.56
Out of County OC	53.55	@ \$42.00	\$2,249.10
Industrial Petroleum Contaminated Soil IDPCS		@ \$42.00	\$0.00
Industrial Waste All other ID	88.65	@ \$42.00	\$3,723.30
General Public	95.23	@ \$21.00	\$1,999.83
Area Town Clean-ups CPC		@ \$1.17	\$0.00
>5 TONS ON FREE CERTIFICATES XTON		@ \$21.00	\$0.00
Rural Free Certificate Days NC	77.01	NC	
ALL COUNTY VEHICLES NCC	402.74	NC	
TOTAL TONS	2218.09		
\$10.00 MINIMUM DIFFERENTIAL			\$503.39
E-Waste Recycling	65 ITEMS		\$270.00
E-Waste Recycling NC		NC	\$0.00
GEW (Government E-Waste)		LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood			
Car Tires (CHG)	57	@ \$5.00	\$285.00
Truck Tires (CHG)	1	@ \$8.00	\$8.00
Car/Truck Tires (NC)		NC	· · · · · · · · · · · · · · · · · · ·
Tractor Tires (CHG)		@ \$12.00	\$0.00
Earth Moving Tires (CHG)		@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)		NC	
R & B Illegally Disposed Tires & Matts (NC)	20 TIRES	NC	
Appliances (CHG)	4	@ \$5.00	\$20.00
Appliances (NC)		NC	
Analytical Reviews (ARV)		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads (CHG)		@ \$10.00	\$0.00
CASH			\$2,328.18
CHARGE			\$30,688.40
TOTAL			\$33,016.58
TOTAL # OF VEHICLES	683		

SIGNED BY:	Pam Lerdia	
DATE:	4-1-2019	

# LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

March 2019	TONS	CPC (CLOSURE)
CASH	153.62	253.81
CHARGE	1455.92	1067.97
CITY OF STERLING	608.55	NA
TOTAL	2218.09	\$1,321.78
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)		NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES		NA
RECYCLED WOOD		NA
GRAND TOTAL TNS	2218.09	

SIGNED BY: Parm Lendig DATE: 4-1-2019

### LOGAN COUNTY ROAD & BRIDGE DEPARTMENT 12603 CR 33 STERLING, COLORADO 80751 970-522-3426 970-521-0968

April 3, 2019

Logan County Commissioners 315 Main Street Sterling, CO 80751

Dear Board of County Commissioners,

The Logan County Road & Bridge Department is recommending awarding the 2019 proposal for one(1) new Snow Plow/Dump Box truck to Kois Brothers Equipment Company Inc. 5200 Colorado Blvd. Commerce City, CO 80022 for \$157,218.00.

Kois was the low proposal and met or exceeded required specifications.

Other Vendor proposals considered:

Transwest Trucks @ \$163,932.00

Sincerely,

Jeff Reeves

Logan County Road & Bridge Manager



**DENVER** 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

**BILLINGS** 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744 1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE PAGE 02/18/19 1

19-1615 \*\*\*

QUOTE NO. \*\*\* QUOTE

SOLD TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

SHIP TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

\_\_\_\_\_\_ SHIP VIA SALESMAN TERMS CUSTOMER PHONE CUSTOMER PO CUSTOMER NUM N10 970-522-3426 16 1082 OUOTE 

Logan County,

We are pleased to submit the following quotation for your consideration. equipment we are providing is supplying the best possible solution to your equipment needs. We strive to give the highest quality of equipment so that your up time is maximized.

Please review the quote and let us know if there is anything we can change for you.

Thank you for working with Kois Brothers Equipment Company. We look forward to meeting your needs.

Thank You

Jesse McKinley (303) 828-6130

PART NUMBER	DESCRIPTION	QTY ORD	MOU	PRICE	EXTENDED
=======================================	=======================================	======	===	========	=======
2020 INTERNATIONAL	*HV507 SFA 4X2 CAB & CHASSIS	1.00	EA	74,477.00	74,477.00
SINGLE AXLE SNOWPLOW	*PACKAGE DUMP/HYDRAULICS/HITCH	1.00	EA	53,321.00	53,321.00

#### DUMP BODY

- TBEI DuraClass Model SL316 SS
- 10' Long x 86" I.D. & 98" O.D. Width
- 6 to 8 Cubic Yard Capacity
- Front End 38" High 10 gauge 201 Stainless Steel
- Sides 28" High, 10 gauge 201 Stainless Steel Top rail boxed, formed horizontal center brace with 35 degree slope, 35 degree sloping bottom rail, no weld seam visible to the outside of the body on the top,



DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

**BILLINGS** 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799 DATE

> 02/18/19 QUOTE NO. \*\*\* QUOTE

2 19-1615

PAGE

SOLD TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

SHIP TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

CUSTOMER PO

CUSTOMER NUM SHIP VIA

SALESMAN TERMS

N10

CUSTOMER PHONE

OUOTE

1082

16

970-522-3426 

PART NUMBER

DESCRIPTION

QTY ORD  UOM === PRICE

EXTENDED 

bottom, or center rail supports.

Sides 100 percent fully welded to front and rear corner posts for maximum strength.

- 2"x 6" side board pockets.
- Straight tailgate 38" High, 7 gauge 201 Stainless Steel, dirt shedding boxed perimeter, radius formed bracing, (6) panel design.
- 1-1/2" Upper tailgate pin, 1-1/4" lower tailgate pin
- Electric over air tailgate lock.
- Floor 1/4"AR abrasion resistant steel floor, bevel plate from floor to side bracing.
- Understucture Crossmemberless with two 3/16" deep flared 12" fullt boxed longitudinals.
- Cab Guard 23" x 84" 10 gauge 201 stainless steel.
- Pintle plate 3/4"x 34" welded and reinforced to rear truck frame, 30 Ton pintle hook, (2) "D" swivel rings.
- Shurco Armatic electric tarp system with tarp tamer and asphalt tarp.

#### LIGHTING & ELECTRICAL

- Fender mounted halogen snowplow lights with integrated turn signals installed on stainless steel brackets attached to truck convex mirror brackets, sealed wire harness with Deutsch DT connectors.
- LED warning lights, 2- Amber clear and 2- Blue clear 24 LED, 6" oval recessed rubber grommet mounted on the front and side corners of the dump body cab shield.
  - 1- Amber clear and 1- Blue clear 24 LED, 6" oval recessed rubber grommet mounted in rear dump body corner posts.
- LED stop, tail, turn and back-up lights recessed rubber grommet mounted in rear dump body corner posts.
- LED marker and clearance lights meet FMVSS 108. License plate bracket and light.
- Weather resistant sealed wiring with Deutsch DT connectors thoughout,



**EQUIPMENT COMPANY INC.** DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

BILLINGS 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744 1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE PAGE 02/18/19 3 QUOTE NO. 19-1615 \*\*\* QUOTE \* \* \*

SOLD TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

SHIP TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

\_\_\_\_\_\_ CUSTOMER PO CUSTOMER NUM SHIP VIA SALESMAN TERMS CUSTOMER PHONE N10970-522-3426 16 1082 OUOTE \_\_\_\_\_\_ QTY ORD MOU PRICE EXTENDED PART NUMBER DESCRIPTION \_\_\_\_\_\_ 

> tarp relay, e-stop, solinoids and fuses mounted in-cab enclosure for weather protection and easy access.

#### SNOWPLOW HITCH

- Henke flat plate hitch front of truck with reinforced cheek plates.
- Plow selection and pricing upon final sale.

#### HYDRAULIC SYSTEM

- Front crank shaft driven load sense piston pump, 4.58 CID, 4 bolt mounting flange, drive line and flange yokes, load-sense signal unloader
- 35 Gallon hydraulic reservoir with hydraulic valve, return filter, level-temp sight guage. 2" NPT brass ball valve.
- Hydraulic control valve Air over Hydraulic with color coded air lines between valve and in-cab air joy stick controls for easy diagnostics and maintenance.
- In-cab single dual axis joy stick for plow raise/lower and plow angle
- In-cab joy sick with RVC lock for double acting dump body hoist MESP 300 Muncie Electric Ground Speed Spreader Control
  - 0-17 GPM Auger
  - 0-8 GPM Spinner
- Stainless Steel line mounted on top of chassis frame rails secured with poly clamps
- Rubber hoses plumbed directly to front pump, dump hoist and snowplow
- Rubber lines to recessed rear quick disconnects for sander

EV-100 10-82-56 S2

- \*SWENSON 6.7 CUBIC YARD SANDER
- 1.00
- EA 16,959.00 16,959.00

- 12 GAUGE 201 STAINLESS STEEL HOPPER
- INVERTED "V" OVER CONVEYOR CHAIN
- DROP-N-LOC TOP SCREEN POWDER COATED

# ■ EQUIPMENT COMPANY INC.

DENVER 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

BILLINGS 2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

**GREAT FALLS** 1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

02/18/19

4

PAGE

QUOTE NO. \*\*\* QUOTE

19-1615 \* \* \*

SOLD TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

SHIP TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

BIEKEING	00731	SIEKHII	NG CO	00/31	
CUSTOMER PO QUOTE	CUSTOMER NUM SHIP VIA 1082	<b>SALESMAN</b> 16	TERMS N10	<b>CUS</b> 970	<b>STOMER PHONE</b> 0-522-3426
PART NUMBER					EXTENDED
	- 25:1 HYDRAULIC GEAR BOX DRIV 1-1/2" DRIVE SHAFT, 1-1/4" II SPRING LOADED CHAIN TAKE-UP - BOLT-IT REPLACEABLE CONVEYOR - REAR CHAIN WIPER - 18" CARBON SPINNER DISC - SCREW ADJUSTABLE REAR GATE O - 12" AJUSTABLE SPINNER CHUTE: - SWING-UP SPINNER - (4) NYLON STRAP TIE DOWNS - TAILGATE LATCH KIT - SHORT HYDRAULIC HOSE KIT WIT	EEDLER SHAFT, FLOOR PENING			
LED SANDER LIGHT	*MOUNT ON SANDER, SWITCH IN-CA	1.00	EA	465.00	465.00
36R12IS, ECT	*HENKE POWER REVERSING SNOWPLO	1.00	EA 1	1,996.00	11,996.00
	- 36" HIGH X 12' LONG MOLDBOAR - 10 GAUGE ROLLED STEEL MOLDBO - (2) ECT - EXTENAL COMPRESSIO - THREE ANGLE ADJUSTING POINTS - (2) 3" X 10" X 2" DOUBLE ACT WITH CUSHION VALVE - SQH / UQH UNIVERSAL QUICK HI - 4" X 10" DOUBLE ACTING PLOW - 5/8" X 6" STEEL CUTTING EDGE - ORANGE ROD MARKERS - RUBBER DEFLECTOR - (2) JACK STANDS	ARD N TRIP SPRIN ING REVERSIN TCH FOR FLAT RAISE CYLINE	IG CYLIND	ERS,	
LABOR INSTALL	INSTALLATION LABOR	1.00	EA	0.00	0.00



EQUIPMENT COMPANY INC.

DENVER

BILLINGS

GREAT FALLS 5200 Colorado Blvd. Commerce City, CO 80022 Phone: 303-298-7370 Fax: 303-298-8527

2107 Harnish Blvd. Billings, MT 59101 Phone: 406-652-3975 Fax: 406-652-3744

1610 River Drive North Great Falls, MT 59401 Phone: 406-452-2757 Fax: 406-452-2799

DATE PAGE 02/18/19 5

19-1615 QUOTE NO. \*\*\* QUOTE

SOLD TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

SHIP TO:

LOGAN COUNTY JEFF REAVES 12603 COUNTY ROAD 33 STERLING CO 80751

CUSTOMER PO QUOTE	CUSTOMER NUM SHIP VIA	SALESMAN 16	TERMS N10		======== <b>FOMER PHONE</b> -522-3426
PART NUMBER	DESCRIPTION	QTY ORD	UOM	PRICE	EXTENDED
PAINT	TOUCH UP FRAME & PLOW HITCH	1.00	=== ===: EA	0.00	0.00

All returned goods must be accompanied by invoice and are subject to handling charge after 30 days.

***NO RETURNS AFTER 90 DAYS***	Sub Total	157,218.00
A SERVICE CHARGE OF 2% PER MONTH, 24% PER ANNUM WILL BE ADDED TO ANY INVOICE NOT PAID.	Sales Tax	0.00
BY THE LAST DAY OF THE MONTH IN WHICH IT IS DUE. WE ARE CONFORMING WITH THE FAIR LABOR	F.E.T.	0.00
STANDARTDS ACT OF 1938 AS AMENDED. NOT RESPONSIBLE FOR TIMELOST DUE TO FIRES, STRIKES	Freight	0.00
OR CAUSES BEYOND OUR CONTROL. STENOGRAPHICAL AND CLERICAL ERRORS SUBJECT TO CORRECTION		
THANK YOU FOR ALLOWING US TO QUOTE THESE ITEMS. YOUR COST IS	TOTAL	157,218.00







# LOGAN COUNTY SINGLE AXLE SNOW PLOW

# 2020 FREIGHTLINER 108SD AUTO TRUCK SNOW & ICE

SALE PRICE

\$ 163,932.00

# **OPTIONS**

**Detroit DD8 Engine** 

(1,000.00)

**KOIS** Brothers Upfit

4,105.00



### ROMEO ENTERTAINMENT GROUP

AGREEMENT made this 25th day of FEBRUARY 2018, by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 5247 N. 129th St., Omaha, NE 68164 and the LOGAN COUNTY FAIR, a COLORADO Company, with its principal place of business at 1120 Pawnee Ave., Sterling, CO ("Buyer"). NOW THEREFORE, In Consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

1. ATTRACTIONS. Entertainment Consultant shall, at its expense, secure for the Buyer the following attractions to appear at the times specified and upon the following terms:

### BLACKHAWK, RESTLESS HEART, & SHENANDOAH

Saturday, August 10, 2019 (the "Event")

**SET LENGTH: 90-120 MINUTES** 

SHOW TIME: 8:00 PM

**DOORS: 7:00 PM** 

PRICE: \$60,000 FLAT GUARANTEE PLUS 50% OF THE ARTIST MERCHANDISE GOING TO THE VENUE, Local Ground Transportation, and lodging for an REG service representative. (INCLUDES ENTERTAINMENT CONSULTANT SERVICE FEE) (FEE GUARANTEED – RAIN

MERCH: Buyer requests 20 t-shirts @ \$10 a piece for staff- to be approved by Artist Management.

VENUE: The Logan County Fairgrounds - Sterling, CO (the "Premises").

CAPACITY: 8,400 less 400 comps TICKET PRICES: 7,900 @ \$34 and 100 @ \$60 exceed)

#275,220 (There is no fair admission) <u>GP</u>: \$274,600 (not to

BUYER TO PROVIDE: FIRST CLASS SOUND, LIGHTS AND GROUND TRANSPORTATION, STAGE, TWO [2] SPOTLIGHTS, SPOTLIGHT OPERATORS, CREW FOR LOAD-IN AND LOAD-OUT, AND ALL OTHER REQUIREMENTS OF THE ARTIST RIDER. Radius Protection Clause: 150 miles prior to and 45 days after.

- 2. PAYMENT TO ENTERTAINMENT CONSULTANT. Buyer shall pay the sum of \$60,000 PLUS 50% OF ARTIST MERCHANDISE GOING TO THE VENUE to ROMEO ENTERTAINMENT GROUP, INC. in Cash or by Venue, Certified or Bank Cashier's Check ("Entertainment Consultant's Fee"), no later than the time scheduled for the last of such attractions. Entertainment Consultant Fee is in addition to any charges for block-buy tours or packaged tours, which are owned, created or implemented by the Entertainment Consultant. In the event that inclement weather prevents any of such attractions from appearing on the Premises, payment shall nevertheless be made to Entertainment Consultant in full. In the event of cancellation by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies. BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT. Buyer shall also be responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state and local taxes, payments or other obligations related to employees of Buyer.
- Buyer appoints Entertainment Consultant to be its agent for the purposes detailed herein, including the continued engagement of 3. <u>AUTHORIZATION</u>. the Artist for the performance described herein. Buyer expressly agrees to be bound by the terms of the Artist agreement(s) and as further provided in this Agreement. Buyer hereby irrevocably authorizes and appoints Entertainment Consultant to serve as Buyer's true and lawful attorney, in Buyer's name, to take such action and to execute and deliver any documents, which Entertainment Consultant may deem necessary to vest Entertainment Consultant, all of the rights and interests granted hereunder. The foregoing is acknowledged to be a power coupled with an interest and therefore irrevocable. It is expressly understood and agreed that Entertainment Consultant is acting solely as agent for Buyer in the negotiation of the agreement with Artist and that Entertainment Consultant is not responsible for the performance or nonperformance of Artist or of the obligations assumed by Buyer. Buyer manifestly consents that Entertainment Consultant shall act as its agent with regards to securing attractions and that Entertainment Consultant shall act on Buyer's behalf and subject to Buyer's control. For purposes of clarification, Entertainment Consultant is in no way acting as an independent contractor for Buyer. Following input from Buyer, Entertainment Consultant shall utilize its knowledge and expertise in the music industry to assist Buyer in purchasing talent, but at all times shall be under the direction, supervision, and control of Buyer and shall not execute any agreement for talent without the consent of Buyer.
- Upon Buyer's execution of this Agreement, Buyer is liable to the Artist for the terms of the Artist contract. If Buyer cancels the Artist's performance at any time, Buyer shall be solely responsible to Artist for the terms of the contract and any and all additional cancellation fees, penalties and damages claimed by Artist. Buyer will further indemnify and hold harmless the Entertainment Consultant from and against all claims, costs and expenses, including reasonable attorney's fees, arising from or in connection with Buyer's cancellation of the performance. Buyer further agrees to reimburse the Entertainment Consultant its actual cost and expense incurred prior to the cancellation of the performance, as well as any and all monies owed to Entertainment Consultant, which shall become immediately due. In the event Artist cancels the performance ten (10) or more days prior to the performance date and such cancellation is not due to Buyer's default or some other permissible reason under Artist's contract as determined by Entertainment Consultant, in its sole discretion ("Artist Default"), then Entertainment Consultant shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by Buyer in writing. In the event of an Artist Default, Entertainment Consultant shall refund to Buyer any portion of the monies paid to Artist, which are refunded to Entertainment Consultant from Artist.
- 5. FACILITIES AND PERSONNEL. Buyer shall furnish on the Premises, at its expense, (a) a suitable stage with adequate heated/air-conditioned dressing rooms, areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, as detailed in the Artist rider (b) a firstclass sound and light system and required electrical services to operate said equipment, (c) stage hands and crews for operating spotlights and unloading, setting up, placing in proper positions and striking stage gear, sound equipment, lights, rigging, stage top, portable stage, and any other equipment. In addition, Buyer shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances

6. INDEMNITY AND INSURANCE. Buyer assumes full responsibility for the operation of Premises where Buyer's event will take place and all facilities and equipment thereon and will indemnify and hold the Entertainment Consultant and its employees, officers, contractors, representatives, and agents, harmless from any and all claims, liabilities, damages, losses, costs and expenses (including attorney's fees) arising out of any such operations, contracts or transactions relating to this Agreement, as well as Buyer's breach of any of its obligations under this Agreement. Buyer shall indemnify Entertainment Consultant from any act or omissions of the Buyer's representatives or other agents, whether occurring within or outside the scope of the representative's agency, employment or duties. For these purposes, Buyer will subscribe to and keep in force during the duration of this agreement all customary forms of insurance, including comprehensive public liability, and shall cause Entertainment Consultant to be as named insured as its interest appears, with a limit to be no less than: one million dollars (\$1,000,000.00) for capacities between 0-2,500; three million dollars (\$3,000,000.00) for capacities between 2,501-10,000; four million dollars (\$4,000,000.00) for capacities between 10,001-15,000; six million dollars (\$6,000,000.00) for capacities between 15,001-25,000; and ten million dollars (\$10,000,000.00) for capacities over 25,001, or any additional amount agreed upon by Entertainment Consultant and Artist's representative, and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. Entertainment Consultant will indemnify and hold the Buyer and its employees, officers and agents, harmless from any claims, liabilities, damages, costs and expenses arising out of the performance of or failure to perform Entertainment Consultant duties, or any acts or omissions of the Entertainment Consultant's representative, whether occurring within or outside the scope of representative's agency, employment or duties. Entertainment Consultant shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00), or any additional amount agreed upon by Entertainment Consultant and Artist's representative, and shall ensure that all Entertainment Consultant employees are protected by workers compensation in such amounts and with such carriers as shall be approved by the Buyer. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Buyer upon request. All policy limits subscribed to in connection with the Event shall be subject to Entertainment Consultant's approval.

exicit anowed by fac

- 7. ACTS OF GOD. Entertainment Consultant shall not be responsible or liable in any way, nor shall such action be deemed a breach of this Agreement, for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond Entertainment Consultant's control, including those obligations which are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond Entertainment Consultant's control (including, but not limited to, fire, casualty, physical disability, the acts or regulations of public authorities, riots, strikes, labor difficulties, epidemics, earthquakes, acts of terrorism, interruption or delay of transportation services or any other cause, of a similar nature beyond Entertainment Consultant's control, including, without limitation, Artist's illness or incapacity), any of which shall excuse Entertainment Consultant from the performance and obligations under this Agreement.
- 8. <u>NOTICES</u>. All notices and communications required or permitted under this agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended at the addresses shown at the beginning of this agreement or to such other addresses as may be designated by the parties in writing.
- 9. <u>CONFIDENTIALITY</u>. Buyer agrees that the terms of this Agreement are confidential and shall not be disclosed to any third party, except as may be required by law or with the prior written consent of the Entertainment Consultant.
- 10. CHOICE OF LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of Tennessee, without regard to that State's rules with respect to choice of law. Any dispute arising out of or related to this Agreement must be brought in federal or state court in Davidson County and the parties hereby consent to the exclusive jurisdiction and venue of such forum.
- 11. <u>COMPLETE AGREEMENT</u>. This instrument contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not effect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

ROMEO ENTERTAINMENT GROUP, INC.		LOGAN COUNTY FAIR
Ву:		By:
JENNY FITZPATRICK o/b/o FRAN ROMEO-PRI	ESIDENT	

### **CONTRACT ADDENDUM**

Producer: MIKE & MARTY PARTY, LLC. Buye

**Buyer: LOGAN COUNTY FAIR** 

Performance Date: SATURDAY, AUGUST 10, 2019

Location: Logan County Fairgrounds, Sterling, CO

1. CONFLICT WITH CONTRACT: All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.

- 2. <u>CANCELLATION</u>: There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
- 3. MERCHANDISING: Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers. Buyer requests 20 Artist T-shirts @ \$10 each for their staff.
- 4. RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION: Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of 150 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.
- 5. SOUND LEVEL CONTROL: It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.
- 6. MEET & GREET / MARKETING: Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
- 7. ADVANCE WITH BUYER: Producer's representative shall contact MARILEE JOHNSON @ (970) 580-6138, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
- TAX & INSURANCE INFORMATION/PAYMENT: Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employeeemployer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.
- 9. CATERING: All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
- 10. FORCE MAJEURE: If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection

- 11. INCLEMENT WEATHER: Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
- 12. PERFORMANCE TIME: Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach).

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties.

- 13. <u>LIMITED LIABILITY</u>: Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.
- 14 <u>INDEMNIFICATION</u>: Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.
- 15. <a href="PHOTOGRAPHY/TAPING">PHOTOGRAPHY/TAPING</a>: Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

ACCEPTED AND AGREED:	ACCEPTED AND AGREED:	
PRODUCER	BUYER	
		(



#### RESOLUTION

### No. <u>2019-20</u>

# A RESOLUTION AMENDING SECTION 7.3, I. OF THE LOGAN COUNTY ZONING RESOLUTION AS CONCERNS REGULATIONS FOR CAMPING AREAS.

WHEREAS, the Board of County Commissioners of Logan County, Colorado has the authority to regulate land use in the unincorporated areas of Logan County by adopting zoning regulations, and has existing zoning regulations which may be amended as provided in C.R.S. §30-28-116; and

WHEREAS, the Board of County Commissioners has determined that improvements can be made to existing regulations for Camping Areas to make the regulations consistent with applicable state regulations and to meet the needs of the community for different types of campground uses; and

WHEREAS, amendment of Section 7.3, I., Supplementary Regulations for Camping Areas, as provided herein, will serve the best interests of Logan County; and

WHEREAS, the proposed amendment of Section 7.3, I., Supplementary Regulations for Camping Areas, was reviewed by the Logan County Planning Commission and approved with a recommendation for adoption at its public meeting on March 19, 2019; and

WHEREAS, the Board of County Commissioners conducted a public hearing on the proposed amendment on April 2, 2019, at which time an opportunity for public comment and input was provided; and

**WHEREAS,** the legal notice of the proposed amendment, required by Section 11.1 of the Logan County Zoning Resolution, has been provided.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that:

- Section 7.3, I., Supplementary Regulations for Camping Areas, IS HEREBY AMENDED
   AND REPLACED IN ITS ENTIRETY, as set forth in the form attached hereto and as
   recommended for approval by the Logan County Planning Commission, and shall become
   incorporated into the Logan County Zoning Resolution and shall become effective
   immediately from and after the date hereof.
- 2. Except as expressly amended herein, all other provisions of the Logan County Zoning Resolution remain in full force and effect without change.

ADOPTED on Tuesday, the 16<sup>th</sup> day of April, 2019.

RD OF COUNTY COMMISSIC AN COUNTY, COLORADO	ONERS
h A. McBride, Chairman	(Aye)(Nay)
H. Pelton, Commissioner	(Aye)(Nay)
E. Bauder, Commissioner	Aye)(Nay)
and for the County of Logan, Sold by the Board of County Common this 16 <sup>th</sup> day of April, 2019.	
	H. Pelton, Commissioner  Bauder, Commissioner  and for the County of Logan, Std by the Board of County Commissioner

County Clerk and Recorder

### I. Camping Areas Subject to the Following Provisions –

Camping Areas consist of organized campgrounds or other recreation areas which are used for overnight stays by persons utilizing camping vehicles or tents, and who are temporarily engaged in recreational activities or are temporarily working in a transient area labor force. Camping Areas shall comply with the following:

- 1. The applicant shall submit a detailed site plan of the proposed camping area which shall show all improvements to be constructed within the area. Such plan shall be of a scale of at least one (1) inch equals fifty (50) feet, and shall include, but not be limited to: drainage methods, road access drives, parking spaces, camping spaces, sanitary facilities, sewage and refuse disposal system, service buildings (when required by state regulations), fire protection facilities, water supply systems and power systems.
- 2. Commercial facilities, such as a service building, when included or proposed as part of the camping area, shall be principally devoted to serving the users of the camping area and shall comply with the design requirements of Colorado Department of Public Health and Environment (CDPHE) regulations in all respects.
- 3. The area devoted to each camper space designed for **tent camping** shall be adequate to accommodate the following facilities and meet spatial requirements: Accommodations and facilities for fire pits, cooking and eating, if provided, shall be constructed and operated in accordance with requirements of CDPHE regulations; each camping space shall be provided with a well-drained, reasonably level tent site; the minimum on-center distance between tent sites shall be thirty-five (35) feet; Each space shall provide a graveled off-street parking space; adequate traffic-barriers shall be provided to confine vehicles to driveways and parking spaces.
- 4. The area devoted to each camper space designed for travel trailers and/or camper vehicles shall be adequate to accommodate the following facilities and meet spatial requirements: each space shall be provided with a graveled off-street vehicle and trailer parking space of length and width to accommodate the type of camper or trailer for which the space is intended to be occupied; accommodations and facilities for fire pits, cooking and eating, if provided, shall be constructed and operated in accordance with requirements of CDPHE regulations; adequate traffic barriers shall be provided to confine vehicles and trailers to driveways and parking spaces; and the minimum oncenter distance between campers or trailers shall be thirty-five (35) feet.
- 5. Where required by CDPHE regulations, a potable water supply that is in compliance with the drinking standards of the CDPHE shall be provided in the camping area. Except as otherwise provided in CDPHE regulations, the water supply shall be capable of supplying fifty (50) gallons per day for each camping space lacking individual water connections

where faucets are provided in common and privies are used, and one hundred (100) gallons per space per day for each space provided with individual water connections and where flush toilets are used in the camping vehicle or in a service building. Unless individual water connections are available, each travel trailer or camper parking area shall be provided with one (1) or more easily accessible watering stations for filling trailer water storage tanks. Each tent camping area shall be provided with one (1) individual watering station for each four (4) camping spaces.

- 6. Where required by CDPHE regulations, sewage collection and disposal facilities shall be provided and properly maintained for the collection and disposal of sewage as specified in the regulations. Solid and liquid wastes shall not be discharged or otherwise disposed of on the surface of the ground or into any well, ditch, stream or reservoir. Sanitary waste stations shall be screened from other activities by visual barriers such as fences, walls or natural growth and shall be separated from any trailer or camper space by a distance of at least fifty (50) feet.
- 7. Where required by CDPHE regulations, sanitary facilities consisting of toilets, privies, lavatories, showers, and any associated service buildings shall be provided and installed in accordance with the regulations.
- 8. The storage, collection and disposal of refuse shall be performed so as to minimize accidents, fire hazards, air pollution, odors, insects, rodents or other nuisance conditions. Refuse containers shall be designed and installed as required by CDPHE regulations and refuse shall be collected and removed from the premises as specified in the regulations.
- 9. The principal business of the camping area shall be to supply parking spaces for travel trailers, camper vehicles and/or tent camping whose occupants are engaged in recreational activities such as fishing, hunting, hiking, boating or camping, or are temporarily employed in the local labor force. Travel trailers and camper vehicles accommodated shall not exceed forty (40) feet in length and eight (8) feet in width. The terms of accommodation for any travel trailer or camper vehicle within the camping area shall be limited to three (3) months.
- 10. Camping Areas are regulated by the Colorado Department of Public Health and Environment and local health agencies. The CDPHE regulations that apply will vary, depending on the type of camping area proposed Primitive, Semi-Primitive, Semi-Developed, Developed, or Modern (all as defined by the regulations). If there is any inconsistency between the above provisions and the regulations of CDPHE, the requirements of the CDPHE regulations shall control. Upon submission of an application for a special use permit, the applicant's site plan will be referred to the state or local health agency having jurisdiction for review and comment. Prior to consideration for final approval of the permit, written documentation from such agency must demonstrate

- that the site plan complies in all respects with the requirements of all applicable CDPHE regulations.
- 11. If the proposed camping area is located within a floodzone, a Flood Plain Development permit must be obtained prior to or in conjunction with the application for a Special Use Permit.

Joseph A. McBride, Chairman Commissioner District Two

Byron H. Pelton Commissioner District One

Jane E. Bauder Commissioner District Three



Office Phone 970-522-0888 FAX 970-522-4018 TTY 970-526-5383

Web: <u>www.logancountyco.gov</u> E-mail:commissioners@logancountyco.gov

# OFFICE OF THE BOARD LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2 STERLING, COLORADO 80751

# REQUEST FOR PROPOSALS 2019 ASPHALT OVERLAY

The Board of Logan County Commissioners is requesting proposals from qualified contractors for asphalt overlay projects. Specifications are available at the address below. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, April 15, 2019. Proposals will be opened at 9:30 a.m. on Tuesday, April 16, 2019 at the Logan County Courthouse, 315 Main Street, Sterling, Colorado.

# Logan County 2019 Asphalt Program Specifications

The Logan County Board of Commissioners is accepting sealed proposals for the 2019 Asphalt Program. All proposers shall submit proposals in accordance with the following specifications:

- 1. It shall be the responsibility of the proposer to furnish all the necessary equipment, materials, and personnel to complete the project in an efficient, thorough and workman-like manner.
- 2. Overlay/Reconstruction Requirements:
  - a. The new asphalt mat shall be laid in two lifts. The first lift shall be a leveling course with a compacted thickness of not less than ½". The finish lift shall have a compacted thickness of 1 ½" or a 2" overlay without leveling course as specified by county on each selected road.
  - b. New asphalt shall be laid on approved subgrade (approved by county) in 1 ½" lifts with a minimum of a 3" finished mat.
  - c. Reclamation Requirements (depth, haul off, grading, stabilization, etc.) will be discussed on a per project basis when reclamation is required. It is the responsibility of the contractor to contact the road and bridge manager when projects list (attached) requires reclamation.
  - d. The asphalt aggregates shall meet the Colorado Department of Highways Standard Specifications for Road and Bridge Construction, Grade F or greater.
  - e. 3/4 inch screened aggregate shall be utilized by successful proposer.
  - f. The new asphalt mat shall have a width of the existing road.
  - g. The tack coat shall be CSS.1-H or equivalent, and must be applied not more than 1 hour before asphalt paving is to be laid.
  - h. The amount to be overlaid will depend on the price of the final contract. Actual roads to be overlaid will need final approval of road and bridge Manager if price exceeds budgeted dollars for all roads proposed for overlay for 2019.
  - i. All asphalt products should meet specifications of Grade F or Greater.
- 3. All Proposers shall include a bid bond with their proposal. The bid bond shall be in the amount of 5% of the proposal submitted.
- 4. The successful proposer shall furnish a performance bond and a payment bond prior to the commencement of any work on the project. Said bonds shall be for 100% of the total proposal.
- 5. Logan County shall be responsible for furnishing all equipment, materials and personnel to complete any base course preparations in an efficient, thorough and workman-like manner.

- 6. Prior to the commencement of any work on the project, the successful proposer shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability of not less than:
  - a. General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
  - b. Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
  - c. Workers Compensation Insurance in accordance with Colorado law.
- 7. The project shall be fully completed by October 15, 2019.
- 8. All contractors are required to submit proposals on a **cost per ton basis**.
- 9. The hot bituminous pavement will be paid for at the unit price proposed per ton. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted).
- 10. All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- 11. Any work above and beyond the scope of these specifications shall be approved in writing, by the Board of County Commissioners and the successful proposer prior to the commencement of any additional work.
- 12. All proposals shall be submitted in a sealed envelope marked "Asphalt Proposal" by 5:00 p.m., Monday, April 15, 2019 to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751.
- 13. Proposals will be **opened at 9:30 a.m. on Tuesday, April 16, 2019** at the Logan County Courthouse, 315 Main Street, Sterling.
- 14. The Logan County Board of Commissioners reserves the right to reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.
- 15. The 2019 Asphalt Project will be awarded by contract which is attached to these specifications. All terms and instructions included in these specifications shall become part of said contract. NEW: In the interest of time, please complete and sign the contract and include with your proposal.
- 16. In preparing proposals, contractors are to refer to these specifications and contract, and attachments (if any) to these specifications.
- 17. For further information regarding this project, please contact the Logan County Road and Bridge Department at 522-3426.

- 18. The Contractor is responsible for all signage in accordance with the Manual on Uniform Traffic Control Devices. Flag persons as necessary will also be the responsibility of the contractor.
- 19. The County may periodically have a specimen tested to ensure compliance with the specifications. A minimum density of 93% will be required. The County will be responsible for such testing to ensure that the Grade F and minimum density requirements are met.
- 20. To be considered, all proposers must file a current copy of the Colorado Department of Highways qualified bidder letter.
- 21. If anticipated funds become available, additional miles may be added to the contract.
- 22. Temporary striping will be provided by the Contractor. Cost for the striping shall be included in the proposal of the contractor. The temporary striping will be in place prior to the end of the first working day after the asphalt mat has been completed.

Proposal Price Using Grading F Unit Price PerTon:	
Company Name:	
Ву:	
Title:	
Address:	
City/State/Zip:	
Phone:	
Fax:	
E-mail:	
Attest:	

# Logan County 2019 Overlay Program Specifications Part II

# OVERLAY RECONSTRUCTION WORK LOCATIONS ALL PROJECTS ARE 22' WIDE

Roud II	Location	
Cottonwood Subdivision*	* Reconstruction.	4500 feet
	ween CR81 & CR73	
65.7*Pi	roctor Bridge Repair	800 feet

Location

Road #

\*65.7 - This is an Asphalt replacement section between the Proctor Bridges. Asphalt has been removed. Excavation of temporary road base, grading and **4**" asphalt mat required.

All roads must be completed by October 15, 2019. If you have any questions, please call Jeff Reeves @970-520-6317.

<sup>\*</sup>Bidder please consult with the Road and Bridge Department on the streets for reconstruction/ Full Depth Reclamation in Cottonwood Subdivision.

<sup>\*</sup>CR 22 will be a ½" leveling course and a 1 ½" Overlay

Joseph A. McBride, Chairman Commissioner District Two

Byron H. Pelton Commissioner District One

Jane E. Bauder Commissioner District Three



Office Phone 970-522-0888 FAX 970-522-4018 TTY 970-526-5383

Web: <u>www.logancountyco.gov</u> E-mail:commissioners@logancountyco.gov

# OFFICE OF THE BOARD LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2 STERLING, COLORADO 80751

### REQUEST FOR BIDS

Furnish and install four (4) rooftop units on Logan County Central Services Building, 508 S. 10<sup>th</sup> Avenue, Sterling including wiring, gas pipe, duct work, sealers, curbs and labor.

- 1 Daikin DCG1202130VXXX with outside fresh air vent, hail guards, and filter racks.
- 2 Daikin DP14GM3608043 with outside fresh air vent, hail guards, and filter racks.
- 1 Daikin DP14GM6112043 with outside fresh air vent, hail guards, and filter racks. County will furnish crane for work to be completed.

Sealed bids marked "Rooftop HVAC Units" will be accepted at the office of the Logan County Commissioners, 315 Main Street, Sterling, Colorado until 5:00 p.m., April 12, 2019. Bids received after this time will not be considered. Bids will be opened on April 16, 2019 at 9:30 a.m.

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

BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

### **FUNDING REQUEST FORM**

\*\* Please print and review BOTH pages and bring to the meeting \*\*

Date:	April 1, 2019	Project Title: July 4th Heritage Festival 2019
-------	---------------	--

Responsible Party: (Signature)

Funds Payable to: (Organization) City of Sterling

Mailing Address: P.O. Box 4000 Sterling, Colorado 80751

By completing this form, the responsible party agrees to **include the words "Funds provided by** <a href="https://www.ExploreSterling.com">www.ExploreSterling.com</a>" 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 <a href="must be cleared with the board before">must be cleared with the board before</a> 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: July 4th 2019

Total cost of project: \$6620.00

Amount requested: \$2500.00

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. Requested funds will be used for advertising for the July 4<sup>th</sup> Heritage Festival at the Overland Trail Museum. This event attracts 2500-4000 visitors each year from around the state and from around the country. It is projected that many visitors will stay in the area possibly visiting the North Sterling Reservoir, staying at local hotels, taking advantage of the many restaurants in Sterling and visiting other sites in the Logan County area. This years event will also coincide with a commemoration of the 150<sup>th</sup> anniversary of the Battle of Summit Springs with a bus tour the following day (July 5<sup>th</sup>). This added event will be sure to bring in many out of town visitors.

The following information is vital if a request for funds is to be considered. Please include on a separate sheet with the proposal.

- 1. Show the complete name of the project to be promoted, advertised or marketed.
  - 2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
- 3. Describe the project and plans to promote, advertise or market it.
- 4. Provide an outline of the budget established for the event.
- 5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
- 6. Advertising is to include the words "Funds provided by www.ExploreSterling.com".
- 7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach <u>outside of Logan County.</u>
- 8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
  - 9. Receipts and invoices must be presented for payment within 90 days of the completion of the event.
  - 10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self- supporting.

### Guidelines for RequestingFunds From the Logan County Lodging TaxBoard

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

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide TWELVE copies of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The

Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. If possible the person submitting the proposal should attend the County Commissioners' meeting. Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX

# **BOARD**

The Logan County Lodging Tax Board Requests approval from the County Commiss described. for the activity outlined in this request with the understanding that the fund	sioners in the amount of
	a will be used as
described. for the activity outlined in this request with the understanding that the fund	s will be used as
	4/1/2019
LCLTB Treasurer's EndorsementDate:	4/1/19
Logan County Commissioners approve the amount of \$	
Commissioners EndorsementDate:	
	G

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

> THANK YOU!!

# **Heritage Festival 2019**

### at The Overland Trail Museum

Heritage Festival 2019 promises to be a great community event filled with activities, music and, of course, history. The opening ceremony will take place at 10:00 am in front of the original museum building. We have invited the **Sons of the Union Veterans** of the Civil War to participate in our flag raising ceremony. Our opening ceremony will also include the unveiling and dedication of our life-size bronze bison sculpture which is being installed at the museum in memory of long-time museum employee, Perry Johnson. Following the opening ceremony visitors may head to Heidi Park for music on our outdoor stage which will include solo artist Mike Dixon performing in the morning and local musician, Bob Duffield and his "Common Folk" band in the afternoon. Both of these artists will present engaging and entertaining shows.

Two historic speakers will be presenting talks in the High Plains Education Center centering around the 150<sup>th</sup> anniversary of the famous Battle of Summit Springs. Author and historian Dr. Jeff Broome has written several books on the topic and will present some of his new research about the battle. James "Rusty" Guenard, a historic interpreter will address the audience and talk more about the Cheyenne Dog Soldier. The following morning on July 5<sup>th</sup>, a bus will take visitors to the battle site Southeast of Sterling and continue the anniversary commemoration of the battle.

Children's activities and games, gold panning, face-painting, blacksmith demonstrations and a variety of heritage crafters will be adding to the festivities. Food will also be available for purchase on the museum grounds.

An estimated 3500 people attended Heritage Festival 2018 visiting from 13 states and 18 Colorado counties. Heritage Festival continues to be a family and community centered event that is made possible through the support of the City of Sterling, the Logan County Historical Society, the Logan County Commissioners and Logan County Lodging Tax Board.

### HERITAGE FESTIVAL PROPOSED BUDGET 2019

### **Entertainment and speakers**

#### Entertainment

•	Mike Dixon	\$350.	
•	Bob Duffield	\$300	
•	Sound system	\$400.	<b>\</b>
•	Jeff Broome	\$500.	(\$400. + 100. travel)

\$400. (Paid by LCHS) Rusty Guenard

\$1950. TOTAL ENTERTAINMENT \$2520. TOTAL ADVERTISING (estimate)

(\*See attached)

### Miscellaneous

•	Children's Activities	\$300.00
•	Leather for leathercraft	\$120.00
•	Heritage Craft demos	\$600.00
•	Blacksmith (LCHS)	\$200.00
•	Volunteer meals	\$350.00
•	Other supplies (Ice, water decorations etc.)	\$400.00
•	Icecream	\$200.00
TOTAL	MISC.	\$2170.00

\$6640.00 Total budget

### Funds and funds being requested:

\$2020. City of Sterling

\$200. (Blacksmith) Logan County Historical Society

\$400. (speaker) Logan County Historical Society

Lodging Tax Board \$2500. (Requesting)

\$1500. (Requesting) Commissioners

\$4600.00 **TOTAL Requested Funds** 

### Other/In-Kind:

City of Sterling/Museum Tables, dumpsters, set-up, clean-up, facility, all staffing

Logan County Stage, benches, tables, mule (Requesting)

Logan County Historical Society Volunteer help

South Platte Valley Regional Transportation Authority Shuttle service (Requesting) Parking & crowd help SPD

Medical station SFD

### Advertising (2018 quotes)

Journal Advocate –Sterling only (matching ads	-4x)	\$600. (includes website ad)
Fort Morgan, Brush, Akron & Julesburg		\$400.
Haxtun	\$124.	
Holyoke	128.	
Yuma	122.	1 time 3 x 7 ad \$1250/quote
Wray	123.	686.
Sydney	189.	
Radio ads (KPMX sponsoring station)	\$600.00	
Sentinel	\$200.00	
Chamber digital sign	In-kind	
KNNG/KSTC	In-kind	
KPMX interviews	In-kind	
KPMX Live Remote	Sponsored/In-	-kind
Color Posters (150)	\$234.00 (Distr	ibuted within a 100 mile radius of Sterling)
11 x 17 color \$1.56/ea		
Delivery travel expense	City of Sterling	g budget
TOTAL ADVERTISING	\$2520.00	

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

\*\* Please print and review BOTH pages and bring to the meeting \*\*

** I lease print and review DO I if pages and bring to the meeting **
Date: April 1, 2019 Project Title: Explore-Print and Digital
Responsible Party: (Signature) Julie 14, January
Funds Payable to: (Organization) Prairie Mauntain Media
Mailing Address: 504 N. 3rd Street 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 <u>must be cleared with the board before</u> 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: Memorial week to the next rone in 2020
Total cost of project: If pected to he upwards
Amount requested: & 4 411
Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.
The will have a printed magazine distributed throughout our N.E. countie
derno-targeting on the extended metwork and click to the adv on Ancheck. The following information is vital if a request for funds is to be considered. Please include on a separate
sheet with the proposal.
1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and
phone number of the person in charge.

- 3. Describe the project and plans to promote, advertise or market it.
- 4. Provide an outline of the budget established for the event.
- 5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
- 6. Advertising is to include the words "Funds provided by www.ExploreSterling.com".
- 7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach <u>outside of Logan County.</u>
- 8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
- 9. Receipts and invoices must be presented for payment within 90 days of the completion of the event.
- 10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

# Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. If possible the person submitting the proposal should attend the County Commissioners' meeting. Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

The Logan County Lodging Tax Board Requests approval from the County Co \$_\(\frac{4411}{2}\) for the activity outlined in this request with the understanding	ommissioners in the amount of that the funds will be used as
described.	Date: 4/1/2019
ECE 1B Endorsement.	Date: 4/1/19
Logan County Commissioners approve the amount of \$	
Commissioners Endorsement	Date:
Commissioners Endorsement	

**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

THANK YOU!!

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

*	** Please print and review BOTH pages and bring to the meeting **
	te: 4.1.19 Project Title: Logan County Fair : Rocko
Re	sponsible Party: (Signature) Alixaela Fadd
Fw	nds Payable to: (Organization) Logan County Fair
Ma	iling Address: 315 Main St. Sterling: Co 80751
in o	completing this form, the responsible party agrees to include the words "Funds provided by w.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes details for an event, such as location, length of event, etc. that were presented to the LTB at the time the uest was submitted and accepted must be cleared with the hoard before any bills will be paid. Failure to this will also affect funding for future projects.
Fift of I	ty percent or more of the advertising funds used to promote the event should be spent to reach outside Logan County.
	Date(s) of Activity: August 1-12, 2019
	Total cost of project: \$59,665
	Amount requested: \$10,000
We	cribe briefly how funds will be used then attach detailed information to this form as requested in the delines on the back.  Will use the funds to advertise the fair outside of Logan County inging visitors to slay in Logan County. This will be digital, print i radio add.
The	following information is vital if a request for funds is to be considered. Please include on a separate
shee 1.	et with the proposal.
	Show the complete name of the project to be promoted, advertised or marketed.  Identify and provide information about the group or organization making the request, including name and
	phone number of the person in charge.
3. 4.	Describe the project and plans to promote, advertise or market it.  Provide an outline of the budget established for the event.
5.	Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board.
	Remember, the funds are for tourism for Logan County.
6.	Advertising is to include the words "Funds provided by www.ExploreSterling.com"
7.	Fifty percent or more of the advertising funds used to promote the event must be spent to reach outside of
	Logan County.
0.	Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9.	Receipts and invoices must be presented for payment within 90 days of the completion of the event
10.	The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

See Reverse Side

# Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. If possible the person submitting the proposal should attend the County Commissioners' meeting. Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

**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

THANK YOU!!

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

\*\* Please print and review BOTH pages and bring to the meeting \*\*

Date: 4/1/19 Project Title: High Plains Adventures travel guide
Responsible Party: (Signature) Marilee Johnson, Tourist Center Director
Funds Payable to: (Organization) The Sidney Sun-Telegraph
Mailing Address: PO Box 193, 817 12 <sup>th</sup> Ave., Sidney NE 69162
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 is 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: _June 2019 - May 2020
Total cost of project: \$1,745
Amount requested: \$1,745
Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.  Full page ad on back cover (\$960), half page horizontal ad (\$510), and one quarter page ad (\$275 each)

Total: \$1,745

The following information is vital if a request for funds is to be considered. Please include on a separate sheet with the proposal.

- Show the complete name of the project to be promoted, advertised or marketed. 1.
- Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
- Describe the project and plans to promote, advertise or market it. 3.
- Provide an outline of the budget established for the event. 4.
- Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
- Advertising is to include the words "Funds provided by www.ExploreSterling.com". 6.
- Fifty percent or more of the advertising funds used to promote the event must be spent to reach outside of Logan County.
- Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the 8. actual amount spent before that money is released.
- Receipts and invoices must be presented for payment within 90 days of the completion of the event.
- The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

# Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

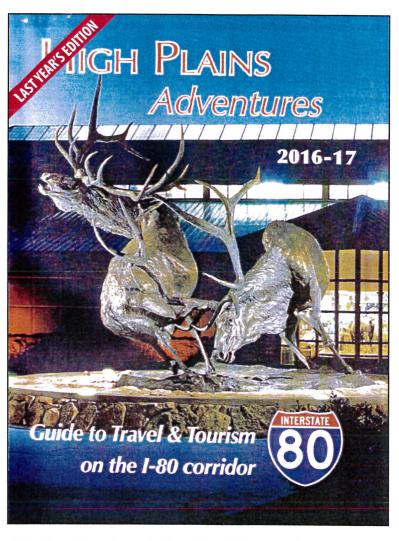
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. If possible the person submitting the proposal should attend the County Commissioners' meeting. Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

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

THANK YOU!!

See Reverse Side



Our annual travel and tourism publication, *High Plains Adventures*, is the perfect way to reach the residents of Western Nebraska, Northeastern Colorado and Eastern Wyoming and the more than 3 million tourists traveling through the area each year.

Your message will be targeted in print to the people living in or visiting the I-80 corridor from North Platte, Nebraska, to Cheyenne, Wyoming.

With the power of more than 10,000 glossy copies of the *High Plains Adventures* magazine, your ad will be surrounded by beautiful photography, inspiring editorial and cutting-edge design, and be available to travelers all year long.

The publication spotlights the best of the high plains and is a must-read throughout Cheyenne, Kimball, and Laramie counties, as well as the surrounding areas.

High Plains Adventures is distributed through the Sidney Sun-Telegraph, Western Nebraska Observer, Pine Bluffs Post and the Telegraph's weekly free shopper. The Panhandle Prospector, prior to Memorial Day 2017.

Additional copies will be placed in motels, restaurants and "Welcome Centers" along I-80 from North Platte to Cheyenne. Copies also distributed in Julesburg, Sterling and Fort Morgan, Colorado, as well as Scottsbluff, Gering and Bayard, Nebraska.

Call or email for more information on advertising in *High Plains Adventures*:

### SIDNEY SUN-TELEGRAPH

Steve Buxton - 308.254.2818 ads@suntelegraph.com

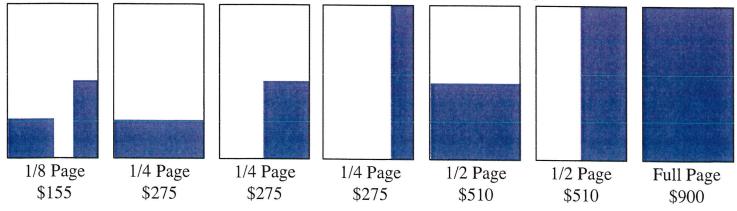
### PINE BLUFFS POST

Penny Merryfield - 307.245.3763 pinebluffsads@rtconnect.net

### WESTERN NEBRASKA OBSERVER

Stefanie Bartels - 308.235.3631 ads@westernnebraskaobserver.net

### SAME PRICES AS LAST YEAR .... Choose the level of your investment:



Inside front cover - \$1,010 · Center two pages - \$1,450 · Inside back cover - \$900 · Back cover - \$960 FREE process color included with all ad sizes. LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM
\*\*\* Please print and review BOTH pages and bring to the meeting \*\*

	r lease print and review both pages and bring to the meeting **
Dat	e: 4/1/9 Project Title: CO EOC
Res	e: 4/1/9 Project Title: CO EDC  ponsible Party: (Signature) Nac Miller
Fun	ds Payable to: (Organization)
Mai	ling Address:
in c	completing this form, the responsible party agrees to <b>include the words "Funds provided by w.ExploreSterling.com"</b> in all media announcements and/or printed material about the project. <b>Change letails</b> for an event, such as location, length of event, etc. that were presented to the LTB at the time the test was submitted and accepted <b>must be cleared with the board before</b> any bills will be paid. Failure to his will also affect funding for future projects.
Fift of L	y percent or more of the advertising funds used to promote the event should be spent to reach outside to company.
	Date(s) of Activity: 5/15/19
	Total cost of project:
	Date(s) of Activity: 5/15/19  Total cost of project: 5/200  Amount requested: 5/200
	cribe briefly how funds will be used then attach detailed information to this form as requested in the lelines on the back.  CAKALAGE RIDES ON EVENING OF dissum for Economic  Desirlapment Commission
	following information is vital if a request for funds is to be considered. Please include on a separate
she	et with the proposal.
1.	Show the complete name of the project to be promoted, advertised or marketed.
2.	Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3.	Describe the project and plans to promote, advertise or market it.
4.	Provide an outline of the budget established for the event.
5.	Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6.	Advertising is to include the words "Funds provided by www.ExploreSterling.com".
7.	Fifty percent or more of the advertising funds used to promote the event must be spent to reach <u>outside of Logan County.</u>
8.	Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual
	amount spent before that money is released.
9.	Receipts and invoices must be presented for payment within 90 days of the completion of the event.
10.	The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

See Reverse Side

# **Guidelines for Requesting Funds From the Logan County Lodging Tax Board**

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (l.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. If possible the person submitting the proposal should attend the County Commissioners' meeting. Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

**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

THANK YOU!!

LTB Request: 4/1/19

### LCEDC, Chamber, Visitor Center

I was unsure how to properly answer your question for this particular situation.

### **Project Name:**

Carriage rides in Downtown Sterling to market the community to state entities in town that night.

### **Project Date:**

5/15/19

### **Project Description:**

The CO Office of Economic Development is hosting their Economic Development Commission monthly meeting here in Sterling on 5/16. They will come to town the afternoon of 5/15 and host a dinner for government officials at Sam and Louie's that evening. The state people can be our best advocates for grant applications, programs, and in general promoting tourism to the area. Because of that, we would like to make the community seem as lively as possible. One thing that might leave a great impression is having downtown carriage rides happening that evening. Not necessarily for the state people, but just to create the perception of a vibrant and lively downtown area. That will add to the historic district, and with plans to pursue a state designated creative district in the fall, which is also intended to boost tourism, we will help our chances with that and other efforts.

#### Return:

The state currently has 25 rooms booked for that night of 5/15. Potentially will book more.