



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, February 18, 2020 - 9:30 a.m.**

**Call to Order**  
**Pledge of Allegiance**  
**Revisions to Agenda**  
**Consent Agenda**

Approval of the Minutes of the February 4, 2020 meeting.

Acknowledge the receipt of the Treasurer's Report for January 2020.

Acknowledge the receipt of the Landfill Supervisor's Report for January 2020.

Acknowledge the receipt of the Clerk and Recorder's Report for January 2020.

Consideration of the appointment/re-appointment of members to the following advisory boards:

Logan County Planning Commission: Reappoint Thomas Kiel and Jerry Wernsman  
Lodging Tax Board: Reappoint David Conley and Lana Hahn  
Shooting Sports Board: Reappoint Terry Schmidt; Appoint: Tyler Stevenson, Casey Cooper, Rodney Lee, Dale Mildenberger, Bradley Marx, Mark Tarver and Cindy Klein.

### **Unfinished Business**

Consideration of the award of the proposal for the purchase of one, new, tandem axle, heavy duty diesel, conventional truck tractor chassis for the Logan County Road and Bridge Department.

Consideration of the award of the proposal for the purchase of two, new motorgraders for the Logan County Road and Bridge Department.

### **New Business**

The Board will open proposals for the purchase and installation of a GPS Fleet Tracking System for designated County vehicles/equipment.

The Board will open proposals for the purchase of two new, tandem axle, heavy duty diesel dump trucks for use hauling towing trailer and snow plowing for the Logan County Road and Bridge Department.

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

- Sportsman Experience 2020 - \$5,000.00
- 47<sup>th</sup> IFCA Finals - \$5,800.00.
- High Plains Outdoor Show, Truck and Tractor Pull - \$4,200.00.
- Mile High Sports Magazine - \$2,700.00.

Consideration of the approval of Resolution 2020-07 for a Subdivision Exemption on behalf of Viola F. Holman and John A. Holman to create a 5.00 acre parcel from a 77.85 acre parcel in an Agriculture (A) Zone District in the Southeast Quarter (SE1/4) of Section 28, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit #2020-2 for use of the County Right of Way under CR 27 and CR 34 for a fiber optic telecommunication line.

Consideration of the approval of an agreement between Logan County and Sitewise/Xcel for issuance of Right of Way Permit #2020-3 for use of the County Right of Way under 402 Park Circle Drive for a gas line.

Consideration of the approval of an agreement between Logan County and Hooper Corporation and issuance of Right of Way Permit #2020-4 for use of the County Right of Way under Pawnee Drive for an underground electric cable.

Consideration of the approval of a contract between Logan County and Turn Key Health Clinics, LLC for Healthcare Personnel and Administration at the Logan County Detention Center.

#### **Other Business**

#### **Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, March 3, 2020, at 9:30 a.m. at the Logan County Courthouse.

#### **Executive Session as Needed**

#### **Adjournment**

February 4, 2020

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  
Jane Bauder  
Byron Pelton

Chairman  
Commissioner  
Commissioner

Also present:

Alan Samber  
Pamela M. Bacon  
Rachelle Stebakken  
Marilee Johnson

Logan County Attorney  
Logan County Clerk  
Logan County Deputy Clerk  
Tourist Information Center Director/County Public  
Information Officer  
Emergency Management

Jerry Casebolt  
Wayne Johnson  
Jeff Rice

Journal Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the January 21, 2020 meeting.
- Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of January, 2020.
- Approval of an application for renewal of a Hotel and Restaurant Liquor License on behalf of Spurz Grill, Inc., 4333 Highway 63, Atwood, CO 80722.

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

Chairman McBride continued with New Business:

The Board opened proposals for the purchase of one, new, tandem axle, heavy duty diesel, conventional truck tractor chassis for the Logan County Road and Bridge Department.

- Transwest – \$113,716.00
- MHC Kenworth – Denver - \$121,970.00
- McCandless Truck Center - \$116,398.00

Commissioner Bauder moved to refer these bids to Jeff Reeves with Logan County Road and Bridge Department for his recommendation. Commissioner Pelton seconded and the motion carried 3-0.

The Board opened proposals for the purchase of two, new motor graders for the Logan County Road and Bridge Department.

- Wagner Equipment - \$258,175.00 per machine

Commissioner Pelton moved to refer these bids to Jeff Reeves with Logan County Road and Bridge Department for his recommendation. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve HVAC system maintenance agreements between Logan County and Diller Mechanical Services for the following locations and allow the Chairman to sign:

- Logan County Justice Center - \$9,419.00
- Logan County Courthouse - \$2,469.00
- Logan County Central Services Building - \$2,486.00
- Logan County Heritage Center - \$1,056.00

Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the donation of a 2004 AMGN M998 by the Logan County Sheriff to the Sterling Fire Department and transfer of title. Commissioner Bauder seconded and the motion carried 3-0.

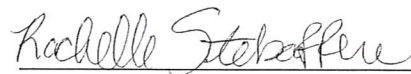
County Office will be closed Monday, February 17, 2020 in observance of President's Day.

The next business meeting will be scheduled for Tuesday, February 18, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:42 a.m.



Submitted by:



Logan County Deputy Clerk

Approved: February 18, 2020

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

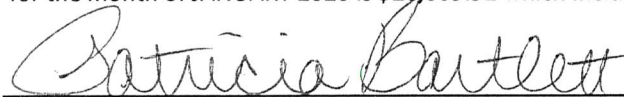
\_\_\_\_\_  
Logan County Clerk & Recorder

**LOGAN COUNTY TREASURER'S MONTHLY REPORT  
REPORT OF COUNTY FUNDS ONLY  
JANUARY 2020**

COUNTY FUNDS	12/31/19 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	1/31/20 BALANCE
COUNTY GENERAL	\$ 6,798,694.25	\$ 471,236.87	\$ 80,109.12	\$ 274,594.16	\$ -	\$ (1,667,187.65)	\$ (10,992.50)	\$ 5,946,454.25
ROAD & BRIDGE	\$ 4,314,177.13	\$ 24,150.25	\$ 5,451.97	\$ 332,483.46	\$ -	\$ (541,729.52)	\$ (4,540.58)	\$ 4,129,992.71
CONTINGENT	\$ 632,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632,999.55
CAPITAL EXPENDITURES	\$ 541,050.51	\$ 18,895.79	\$ 1,817.23	\$ 67,194.61	\$ -	\$ (176,924.18)	\$ (377.92)	\$ 451,656.04
JUSTICE CENTER	\$ 2,383,825.15	\$ -	\$ -	\$ 2,964.27	\$ -	\$ -	\$ -	\$ 2,386,789.42
TELEVISION FUND	\$ 94,431.88	\$ 2,833.58	\$ 727.00	\$ -	\$ -	\$ (1,483.10)	\$ (56.67)	\$ 96,452.69
PEST CONTROL	\$ 208,597.28	\$ 13,759.04	\$ 1,518.61	\$ 671.77	\$ -	\$ (15,911.87)	\$ (275.18)	\$ 208,359.65
LODGING TAX	\$ 162,622.76	\$ -	\$ -	\$ 12,226.61	\$ -	\$ (6,962.78)	\$ -	\$ 167,886.59
SOLID WASTE	\$ 1,876,549.21	\$ (20.30)	\$ 10,903.66	\$ 59,631.29	\$ -	\$ (93,452.82)	\$ 0.41	\$ 1,853,611.45
SOLID WASTE CLOSURE	\$ 453,433.43	\$ -	\$ -	\$ 21,865.45	\$ -	\$ -	\$ -	\$ 475,298.88
CONSERVATION TRUST	\$ 200,869.66	\$ -	\$ -	\$ 61.44	\$ -	\$ 46.33	\$ -	\$ 200,977.43
FAIR FUND	\$ 137,756.12	\$ -	\$ -	\$ -	\$ -	\$ (25,523.90)	\$ -	\$ 112,232.22
CAPITAL IMPROVEMENT	\$ 273,960.12	\$ -	\$ -	\$ 156,776.24	\$ -	\$ (18,585.57)	\$ (3,135.53)	\$ 409,015.26
AMBULANCE FUND	\$ 273,498.46	\$ -	\$ -	\$ 58,257.57	\$ -	\$ (67,335.01)	\$ -	\$ 264,421.02
% TAX COLLECTED TO DATE								5.54%
<b>TOTALS</b>	<b>\$ 18,352,465.51</b>	<b>\$ 530,855.23</b>	<b>\$ 100,527.59</b>	<b>\$ 986,726.87</b>	<b>\$ -</b>	<b>\$ (2,615,050.07)</b>	<b>\$ (19,377.97)</b>	<b>\$ 17,336,147.16</b>

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

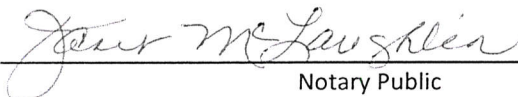
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$1,661,855.77 for the month of JANUARY 2020 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JANUARY 2020 is \$26,069.92 which includes fees for the County and all taxing authorities.



Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 5th day of FEBRUARY 2020, by Patricia Bartlett, Logan County Treasurer.  
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



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

315 Main Street Sterling, CO 80751

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

FOR JANUARY 2020		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	367.27	@ \$15.17	\$5,571.49
City of Sterling Dump Trucks	CL	165.34	@ \$23.17	\$3,830.93
General Public		35.58	@ \$23.17	\$824.39
Commerial (Packers & Roll Offs)	C	745.29	@ \$23.17	\$17,268.37
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	670.48	@ \$36.17	\$24,251.26
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	78.55	@ \$46.34	\$3,640.01
Industrial Waste Out of County	IDOC		@ \$72.34	\$0.00
Rural Free Certificates	NC	29.08	NC	
All County Vehicles	NCC	91.42	NC	
<b>TOTAL TONS</b>		<b>2183.01</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$466.65</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>\$0.40</b>
E-Waste Recycling		21 items		<b>\$159.00</b>
E-Waste Recycling	NC	7 items	NC	
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood		15.7		
Car Tires (CHG)		99	@ \$5.00	\$495.00
Truck Tires (CHG)		31	@ \$8.00	\$248.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$10.00	\$0.00
Total # of Vehicles		718		
<b>TOTAL OC &amp; IDOC</b>				<b>\$3,640.41</b>
<b>TOTAL IN COUNTY</b>				<b>\$53,150.08</b>
<b>GRAND TOTAL</b>				<b>\$56,790.49</b>

SIGNED BY: Pam Jerdig  
DATE: Feb. 1, 2020



## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

JAN. 2020	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	166.42	266.71	\$5,193.86
CHARGE	1483.98	1406.97	\$42,073.16
CITY OF STERLING	532.61	538.57	\$9,523.47
<b>TOTAL</b>	<b>2183.01</b>	<b>\$2,212.25</b>	<b>\$56,790.49</b>
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	4.55		
RECYCLED METAL (BOHM)			
RECYCLED TIRES	11.15		
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>2198.71</b>		

SIGNED BY: *Pam Jerdig*  
 DATE: *2-1-2020*

Clerk Fees Collected 2020

January

	2019	2020	
<u>Recording Fees Retained</u>	20,738.65	21,366.19	
<u>Motor Vehicle Fees Retained</u>	301,539.29	322,626.37	
Total \$	322,277.94	\$ 343,992.56	\$21,714.62
<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	244,390.87	246,114.45	
City of Sterling	25,681.94	19,559.25	
Town of Fleming	6.00	3,032.67	
Total \$	270,078.81	\$ 268,706.37	\$1,372.44
Fees Retained Year to Date		\$343,992.56	



## ROAD & BRIDGE DEPARTMENT

12603 County Road 33

Sterling, CO 80751

(970) 522-3426

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February 5, 2020

Logan County Commissioners  
315 Main Street  
Sterling, CO 80751

Dear Board of County Commissioners:

The Logan County Road & Bridge Department is recommending awarding the 2020 proposal for one (1) tandem axle, heavy duty diesel conventional truck tractor for use with belly dump trailers to Transwest Truck Trailer RV, 20770 E. I-76 Frontage Road Brighton, CO 80603. The proposal was for Freightliner FTZ 122SD Model for \$113,716.00 which is \$21,284.00 under budgeted amount.

Transwest was the low proposal and met or exceeded required specifications as well as.

Other vendor proposals not recommended:

MHC Kenworth - Greeley for Kenworth T880 model @ \$121,970.00.

McCandless Truck Center, LLC for HX520SFA model for \$116,398.00,

Sincerely,

Jeff Reeves

Logan County Road & Bridge Manager



## ROAD & BRIDGE DEPARTMENT

12603 County Road 33  
Sterling, CO 80751  
(970) 522-3426

February 5, 2020

Logan County Commissioners  
315 Main Street  
Sterling, CO 80751

Dear Board of County Commissioners:

The Logan County Road & Bridge Department recommends the purchase of two (2) motor graders from Wagner Equipment Co. 7260 Crossroads Blvd. Windsor CO, 80550. The 2020 proposal was for two (2) CAT 150JOY-BR models for \$258,175.00 each, not including warranty.

The original proposal did not include warranty that we need on our machines and it was not added into the original bid specifications. A Governmental 5 year / 5000-hour plan brings the new cost of the machine to \$270,852.78 which is \$20,852.78.00 over budgeted amount. We are under the budgeted amount on our truck / tractor bid by \$21,284.00 and I believe the dump trucks should come in at a comparable lower amount to keep our estimated expenditures below budgeted amount.

Wagner is low proposal and met or exceeded required specifications.

Other Vendor proposals considered:

4 Rivers Equipment Co. 125 John Deere Dr. Fort Collins, CO 80524 for a 772GP Model for \$279,885.00, was not only high bid but was not accepted due to being received after set deadline in Bid Specifications

Sincerely,

Jeff Reeves  
Logan County Road & Bridge Manager





## REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase and installation of a GPS Fleet Tracking System for designated County vehicles/ equipment. Vendor will provide all the necessary supervision, service, equipment, installation directions and training to equip and monitor County owned fleet vehicles. Specifications follow.

Proposals must be submitted to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled "GPS Fleet Tracking System Proposal" by 5:00 p.m., February 14, 2020. Said proposals will be opened at 9:00 a.m. Tues., February 18, 2020 at the Logan County Courthouse.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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## REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase of two (2), new, tandem axle, heavy duty diesel dump trucks for use hauling towing trailer and snow plowing, minimum 52,000 GVWR. Specifications follow.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 5:00 p.m., Friday, February 14, 2020. Said proposals will be opened at approximately 9:00 a.m. Tuesday, February 18, 2020 at the Logan County Courthouse.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: 2-3-2020 Project Title: Sportsman Experience 2020

Responsible Party: (Signature) Alex Clanner

Funds Payable to: (Organization) media login Radio

Mailing Address: PO Box 430, Ft. Morgan, CO

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

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

Date(s) of Activity: April 24<sup>th</sup> + 25<sup>th</sup>, 2020

Total cost of project: \$27,210.00

Amount requested: \$5000.00

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

We would like to advertise widely in NE Colorado, Nebraska & Kansas  
We would like to promote mudl'ers 1 dayz as well.

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 outside of Logan County.
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 (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.

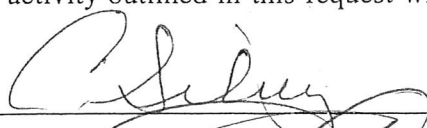
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal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

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### THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 5000 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 2/3/2020

LCLTB Treasurer's Endorsement  Date: \_\_\_\_\_

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

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

**THANK YOU!!**

REVISED May 2016



&

## NJC's Mudd'Evil Dayz

April 24<sup>th</sup> & 25<sup>th</sup>, 2020

Logan County Fairground

Contact: Alicia Iannone (970) 522-1607



### 1. What is The Sportsman Experience?

Our annual expo is designed to be interactive and fun for the whole family. It is both an indoor and outdoor event complete with a gun show, mud racing competition, rock climbing wall, vendor booths, etc. In 2020, our goal is to begin making the gun show specifically the premier event in Logan County, Colo.

### 2. Who comes to The Sportsman Experience?

In our first two years we have seen over 1200 individuals per year attend. People of all ages have enjoyed the Sportsman.

### 3. When is the "Experience?"

We are currently scheduled for Friday April 24th and Saturday April 25th, 2020

### 4. What type of vendors are you looking for?

We are seeking any vendors that are involved in firearm sales and accessories. We also welcome vendors that serve any sportsman (hunting, fishing, clothing, archery, excursions, camping, and more).

### 5. How much do tickets cost?

We sell a \$5.00 one day ticket, or an \$8.00 weekend pass to anyone over 14 years of age.

### 6. How do I find out more? How can I become a sponsor or vendor?

For pictures and info from past events visit:

<https://www.facebook.com/sportsmanexperience/>

For sponsorship details contact: Lindsey Bruntz, Media Logic Radio (970) 867-5674





Dear Exhibitor,

**RESERVE THE DATES FOR 2020- APRIL 24<sup>TH</sup> & 25<sup>TH</sup>!**

The past Sportsman Experience has been a great success! We are looking to continue to expand our vendors and experiences for 2020 attendees.

Media Logic Radio, Boondocks Army Surplus Gun Show, and NJC Mudd'Evil Dayz invite you to participate in the 2020 Sportsman Experience in Sterling, Colorado on Friday, April 24<sup>th</sup>, & Saturday, April 25<sup>th</sup>. The Sportsman Experience is an annual outdoor sport and recreation event focusing on learning and interactive experiences for attendees. We have had approximately 1,400 attendees each year and are looking to double that in 2020!

This year's big addition is our partnership with Boondocks Army Surplus and the revamping of our gun show. We are excited to partner for a second year with Northeastern Junior College Diesel Club to continue with the Mudd' Evil Days Mud Racing fun at the Logan County Fair Grounds on April 25<sup>th</sup>.

We are looking for outdoor product related vendors. If you are an outgoing, enthusiastic vendor and want to engage with the audience, this is the event for you! We want vendors that will do demonstrations, classes, booth giveaways and/or contests—something to engage our audience. We market this event heavily for school-aged attendees and their parents. We would like them to leave the event with enthusiasm for a new outdoor sport.

Camping is available at the fairgrounds for \$15.00 per day. Electricity hookups and sewer disposal are included in that fee.

Please visit the Sportsman Experience website for photos of the previous years' events. ([www.thesportsmanexperience.com](http://www.thesportsmanexperience.com)) To reserve your space, send in a completed Vendor Application. Thank you, and we look forward to seeing you there.

Alicia Iannone

Media Logic Radio

970.522.1607

[alicia@medialogicradio.com](mailto:alicia@medialogicradio.com)

Lindsey Bruntz

Media Logic Radio

970.313.6876

[lindsey@medialogicradio.com](mailto:lindsey@medialogicradio.com)



## Sportsman Experience Budget 2020

1. Advertising- \$5000.00
  - a. Radio (outside Media Logic Stations: KSID Sidney/The Lake-Ogallala)- \$1500.00
  - b. Print (newspaper, flyers, table tents, posters)- \$1000.00
  - c. Digital- \$850
  - d. Signage (signs directing traffic, sponsor banners, street banner)- \$800.00
  - e. Website management- \$850.00
2. Venue Rental (tables, chairs, kitchen rental, etc)- \$560.00
3. Insurance- \$1400.00
4. Table/Chair Rentals- \$300.00
5. Pole & Drape (vendor booths) \$3500.00
6. Printing of tickets- \$ 100.00
7. Staff/Vendor Hospitality- \$150.00
8. Security (Sheriff Posse)- \$1000.00
9. Photography- \$200.00
10. Rentals (rock wall, putting green, golf simulator)- \$15,000.00

Total Cost: \$27,210.00

## Breakdown of Media Logic Radio Advertising

### Stations Utilized:

KATR 98.3- 155 thirty-second commercials

KFTM 1400- 155 thirty-second commercials

KNEC 100.9- 155 thirty-second commercials

KNNG 104.7- 155 thirty-second commercials

KRDZ 1400- 155 thirty-second commercials

KSRX 97.5 (BOB)- 155 thirty-second commercials

KSTC 1230- 155 thirty-second commercials

\*Aired 3 weeks prior to event, increasing in frequency as we approach event date

Total commercials in: 1,085

(\$9.00 ad rate)

Value of commercials aired: \$9,765.00



Presented by Media Logic Radio  
SATURDAY, APRIL 24, 2020 (5PM - 8PM)  
SUNDAY, APRIL 25, 2020 (9AM TO 5PM)

LOGAN COUNTY FAIRGROUNDS, 1120 PAWNEE AVE, STERLING, CO 80751

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

FACEBOOK PAGE: \_\_\_\_\_

- Are you planning on selling goods or merchandise? YES \_\_\_\_\_ NO \_\_\_\_\_

***Exhibitors are responsible for licensing and tax collection.***

- Will you be providing samples of food/beverage products at your booth? YES \_\_\_\_\_ NO \_\_\_\_\_

***If yes, licensing may apply and are the full responsibility of the exhibitor.***

Please give a detailed description of booth activities and announcements to be made:

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Are you doing a contest or scheduled presentation/demonstration? How much time do we need to schedule?

---

Will the exhibit require electricity? YES \_\_\_\_\_ NO \_\_\_\_\_ (110V only)

Each exhibitor is responsible for transportation, set-up, and take down of their exhibit space, materials (banners, displays, etc.). NO TACKS, STAPLES, OR NAILS MAY BE USED. NO EXCEPTIONS. EXHIBITORS WILL BE RESPONSIBLE FOR ANY DAMAGE IN THEIR AREA!

Thank you for your attention to this.

**BOOTH PRICING:**

SINGLE BOOTH (10X10) \$150 (weekend) \_\_\_\_\_

DOUBLE BOOTH (10X20) \$200 (weekend) \_\_\_\_\_

**TOTAL AMOUNT ENCLOSED:** \$ \_\_\_\_\_

**CHECK** \_\_\_\_\_ **CREDIT CARD** \_\_\_\_\_

PLEASE MAKE CHECKS PAYABLE TO:

Media Logic Radio

803 W. MAIN ST. STERLING, CO 80751

Evidence of liability insurance may be requested from some demonstrators and vendors, depending on the nature of the demonstration, product, or display. The Sportsman Experience reserves the right to deny any exhibitor, vendor, or merchandise due to space limitations, time restrictions, or lack of compliance with policies. Notice will be provided via email, should it be necessary.

Payment must accompany exhibitor registration form AND invoices must be paid to reserve a spot at the Sportsman Experience by April 5, 2020. Sportsman Experience reserves the right to refuse space to any vendor, even if payment has been submitted.

Right to Cancel: Exhibitor has the right to cancel within three business days of signing this form as per Colorado State Law. *NO REFUNDS WILL BE ISSUED AFTER THE THREE-DAY CANCELLATION PERIOD.*

BY SIGNING BELOW, I AM STATING THAT I UNDERSTAND THE ABOVE WAIVER, RULES, AND THE RIGHT TO CANCEL FOR THE SPORTSMAN EXPERIENCE 2020.

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EXHIBITOR SIGNATURE	Print Name	DATE
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For questions contact:

Media Logic Radio at 970-522-1607 or email [Alicia@medialogicradio.com](mailto:Alicia@medialogicradio.com)



# Best Western Sundowner

970-522-6265

Welcome to Sterling, CO! We're excited you decided to be a part of the Sportsman Experience and NJC MudEvil Dayz.

Best Western Sundowner is a proud supporter of local events, and we want to invite you to stay with us this Spring!

As a vendor you can take advantage of our discounted room rate when you book before March 29th, 2019. Call us directly at 970-522-6265 and let us know you are with the Sportsman Experience and MudEvil Dayz.

Receive a room rate of \$104.99 per night!

Enjoy our complimentary full hot breakfast, served daily from 6:00 am to 9:30 am. Our spacious guest rooms feature in-room mini-refrigerators and microwaves which are perfect for our guests. Additional hotel features include complimentary WiFi, on-site fitness center, guest laundry and indoor pool.

Let us be the first to welcome you to Sterling, Colorado.  
We're looking forward to your arrival!



Best Western.

Best Western Sundowner  
J25 Overland Trail  
Sterling, Colorado 8075J  
Reservations: 970-522-6265



# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: 2/3/2020 Project Title: 47th IFCA Finals

Responsible Party: (Signature) Ken W. Bandy

Funds Payable to: (Organization) International Feedlot Cowboys Association

Mailing Address: 19000 Dee Lane, Canyon TX 79015

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

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

Date(s) of Activity: June 24-27-2020

Total cost of project: 9500<sup>00</sup>

Amount requested: 5800<sup>00</sup>

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

Programs, CAPS, Mailings, magazine ads. All items m. ll have  
explore sterling com on them

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 **outside of Logan County.**
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 (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 Commissioners in the amount of \$ 5800 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 2/3/2020

LCLTB Treasurer's Endorsement  Date: \_\_\_\_\_

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

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

THANK YOU!!



The International Feedlot Cowboys Association (IFCA) is a nonprofit organization that is going on its 47<sup>th</sup> year. The IFCA is for feedlot owners, employees and family members. We have 3 divisions of barrel Racing and 6 different roping over the four days that we are in Sterling and Logan County. Our executive secretary is based out of Canyon Texas. We have a 10 member volunteer board with the directors representing different states. We will have contestants and family members coming from Colorado, Kansas, Wyoming, Texas, Nebraska and Oklahoma. Last year we grew to membership to over 155 contestants versus the 130 we had the first year in Sterling.

The reason for the request for the funds is to help keep the Finals in Sterling and Logan County. Last year we requested \$5500.00 which was a great help to us, this year I am requesting \$5800.00. This is to help offset since it's going to cost us around \$10,000. To get it up and going this year. Last year we had over 130 room nights that we can verify plus I know of more but don't have those numbers.

I would like to bring up how much everyone loves coming to Logan County. I have personally been to 20 of these finals and we are treated better here than anywhere else. Also a lot of the funds are spent locally. All of our programs and flyers are printed here to be mailed out, also the caps and coats that are given are also purchased locally. We try to give back to the community. A lot of these people start coming into Sterling the Monday before the finals start and stay thru Sunday. We also have a gal that screen printing on shirts and sweatshirts and everyone has the explore sterling.com on them.

Thanks for your time and Support

Ken Bornhoft

President IFCA

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

Date: February 3, 2020 Project Title: High Plains Outdoor Show, Truck and Tractor Pull

Responsible Party: (Signature) NJC Young Farmers

Funds Payable to: (Organization) NJC Young Farmers

Mailing Address: 5612 CR 79 Fleming, CO 80728

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

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

Date(s) of Activity: June 20, 2020

Total cost of project: \$25,000

Amount requested: \$ 4,200

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

We will use these funds to promote the "High Plains Outdoor Show, Tractor Pull & Draft Horse Show." We plan to run advertisements in local and surrounding communities using radio, and newspapers, online advertisements and direct mail.

\*\*\*\*\*  
\*\*\*\*\*

## THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 4200.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: \_\_\_\_\_

Date: 2/3/2020

LCLTB Treasurer's Endorsement \_\_\_\_\_

Date: \_\_\_\_\_

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_

Date: \_\_\_\_\_

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

See Reverse Side

REVISED SEPT 2013

## Logan County Lodging Tax Board Request

### High Plains Outdoor Tractor and Truck Pull

The NJC Young Farmers is requesting funding from the Lodging Tax Board for the Tractor and Truck Pull to be held at the Logan County Fair grounds, Saturday June 20, 2020. This is a Hot Rod Truck and Tractor Pull, and we are looking to Adding Mini-Tractor Pullers of America Group to increase the shows appeal. Our organization is made up of area members that are involved in the Agriculture Business, and they put on meetings of education, community service and recreational services for the county. This years President and contact person for this event is Dave Lieber 970-522-8346

The NJC Young Farmer organization has been part of the community for fifty years and insturmental in helping any part of the community, not only in providing local entertainment for the county, plus educational seminars, community service for those in need.

This is an expensive event to put on, but is highly requested by the area, and pulls in people from several of the out lying counties, and would appreciate your assistance in putting on this event which then benefits our local economy.

We Advertise in newspapers, radio, Internet, posters, banners and yard marker signs.

#### Advertising areas consist of:

Fence Post	800.00
KPMX	1200.00
Chamber Membership	50.00
Media Logic (BOB FM)	600.00
Bridgeport News Blade	150.00
Journal Advocate	1600.00
Royal Printing Posters	100.00
Chamber Banner over Main	50.00
Facebook	300.00

<u>Total Advertising</u>	<u>4850.00</u>
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# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: 2/1/2020 Project Title: Mile High Sports Magazine

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Mile High Sports

Mailing Address: 975 Lincoln Street, Ste 201; Denver CO 80203

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

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

Date(s) of Activity: 2020

Total cost of project: \$2,700

Amount requested: \$2,700

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 in April (\$700), full page ad in May/Golf issue (\$1250), Full page ad in June (\$750), 252 radio spots (FREE), 15,000 digital impressions on milehighsports.com (FREE).

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 **outside of Logan County.**
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

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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.

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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 Commissioners in the amount of \$ 2700<sup>00</sup> for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: \_\_\_\_\_

Date: 2/3/2020

LCLTB Treasurer's Endorsement \_\_\_\_\_

Date: \_\_\_\_\_

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

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

**THANK YOU!!**

See Reverse Side

REVISED May 2016



**RESOLUTION**

**NO. 2020-07**

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

**SUBDIVISION EXEMPTION FOR VIOLA F. HOLMAN AND JOHN A. HOLMAN**

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, Viola F. Holman and John A. Holman have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A Parcel of land in the Southeast Quarter (SE1/4) of Section 28, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southwest Corner of said SE1/4; thence North 0°12'05" West along the West Line of said SE1/4 a distance of 49.80 feet to the True Point of Beginning, said Point being on the North Right-of-way line of State Highway 14; thence continuing North 0°12'05" West along the West Line of said SE1/4 a distance of 395.50 feet; thence North 89°48'00" East a distance of 551.00 feet; thence South 0°12'05" East a distance of 395.23 feet to a point on the North Right-of-way Line of State Highway 14; thence South 89°46'20" West along the North Right-of-way Line of State Highway 14 a distance of 551.00 feet to the Point of Beginning and containing 5.00 acres, more or less, subject to a 15 foot access easement in the Southeast Quarter (SE1/4) of Section 28, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 7.50 feet on each side of the following described centerline:

Beginning at a point on the North Right-of-way Line of State Highway 14 from whence the Southwest Corner of said SE1/4 bears South 80°16'05" West a distance of 301.62 feet; thence North 48°18'50" East a distance of 38.30 feet; thence North 82°02'45" East a distance of 64.75 feet; thence North 62°11'50" East a distance of 40.79 feet; thence North 46°19'00" East a distance of 159.09 feet; thence North 31°59'50" East a distance of 17.15 feet and terminating at a point on the East Line of the above described parcel. The sidelines of said easement to be lengthened or shortened to terminate on the East Line of the above described parcel and on the North Right-of-way Line of State Highway 14.

Also known as 14609 Highway 14, Sterling, Colorado.

(As represented on official Subdivision Exemption Plat #2020-07); and

**WHEREAS**, Viola F. Holman and John A. Holman intend to create a parcel, consisting of 5.00 acres subdivided from a 77.85 acre parcel in an Agriculture (A) zone district, for use as a residence; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on February 14, 2020; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on February 18, 2020, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by Viola F. Holman and John A. Holman for a Subdivision Exemption for the creation of a 5.00 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2020-07, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 18th day of February, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
County Clerk and Recorder



FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 1-6-2020

1. Name of Subdivision Exemption Viola F. Holman and John A. Holman

2. Name of Applicant John Holman Phone 970.580.3265 or 970 580 3266  
Address 14609 Hwy 14, Sterling Co, 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record Vida & John Holman Phone 970.580-3265  
Address 14609 Hwy 14, Sterling Co 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor Leiber MacAtee Phone 970-522-1960  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Exemption Location: on the North side of Hwy 14  
2735 Feet east of C.R. 29  
(Direction) (Street)

9. Postal Delivery Area 80751 School District RE-1

10. Total Acreage 71.85 Zone AG Number of Lots 2

11. Tax Map Designation: Section/Township/Range SE4 28-08-53 Lot(s) \_\_\_\_\_

12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name n/a

13. Is Deed recorded in Torrens System: Number n/a

14. Is Deed recorded in General System: Book 1028 Page 575

15. Current Land Use: AG / Residential

16. Proposed Use of Each Parcel: AG / Residential

Holman, Viola F and John A  
5.00 acre Subdiv. Exemption  
SE2020-1 SE4 28-08-53  
14609 Hwy. 14, Sterling

email address: vigirlshave more fun@gmail.com

17. Proposed Water and Sewer Facilities: existing
18. Proposed Public Access to each new parcel: existing
19. Reason for request of this exemption (may use additional pages): Financial

List all contiguous holdings in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

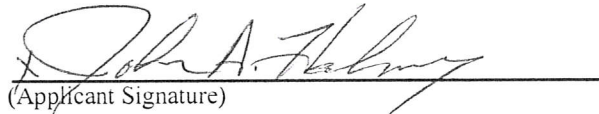
**The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.**

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

\_\_\_\_\_ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

  
(Applicant Signature)

Mailing Address:

14609 Hwy 14  
Sterling, Co. 80751

MY COMMISSION EXPIRES:

**Holman, Viola F and John A  
5.00 acre Subdiv. Exemption  
SE2020-1 SE4 28-08-53  
14609 Hwy. 14, Sterling**

FOR COUNTY USE  
\$100 pd 1-6-20 ✓ #1725 Rct. #992  
Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) one page OR Twenty-  
Three (\$23.00) two pages - separate check for recording fee.



Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: \_\_\_\_\_ Approval \_\_\_\_\_ Denial

Recommended Conditions of Subdivision Exemption:

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\_\_\_\_\_  
Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION: February 18, 2020

Conditions of Subdivision Exemption:

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Date Granted: \_\_\_\_\_

Date Denied: \_\_\_\_\_

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

Holman, Viola F and John A  
5.00 acre Subdiv. Exemption  
SE2020-1 SE4 28-08-53  
14609 Hwy. 14, Sterlina

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and Viaero Fiber Networks, LLC the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): starting at SE 1/4 SE 1/4 29-8-54 ending at NW 1/4 NW 1/4 17-8-54.

Working in the public ROW along Co Rd 17 and Co Rd 34; and

WHEREAS, Applicant desires to install and construct a fiber optic telecommunication line, which will be located (Circle One): along bore under, or trench across Co Rd 17 and Co Rd 34, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct fiber optic telecommunication line, described above, in the right of way of Co Rd 17 and Co Rd 34, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than January 31, 2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

**VIAERO FIBER NETWORKS**  
**ROW2020-2 3.78 mi. Fiber Optic line**  
**NW4 Section 17-08-5**



- x Applicant hereby releases the County from any liability for damages caused by said Fiber optic telecommunication line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
- x No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- x This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: \_\_\_\_\_

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1 \_\_\_\_\_ Printed name \_\_\_\_\_  
 Signature \_\_\_\_\_  
 Owner #2 \_\_\_\_\_ Printed Name \_\_\_\_\_  
 Signature \_\_\_\_\_

**Individual Right-of-Way Permit Applicant:**

Ron Christensen  
 Printed name \_\_\_\_\_  
 Signature [Signature]  
 Address: Viaero Fiber Networks, LLC  
1201 W. Platte Ave  
Fort Morgan, CO 80701

\$300 J#627261 Rct.#1012  
 Application Fee Paid 2-12-2020  
 Date 2-12-2020

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

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

\_\_\_\_\_  
 Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
 Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
 Jane E. Bauder (Aye) (Nay)

**VIAERO FIBER NETWORKS  
 ROW2020-2 3.78 mi. Fiber Optic line  
 NW4 Section 17-08-54**

END LOGAN COUNTY ROW AND  
CONSTRUCT TO VIAERO WIRELESS  
TOWER

COUNTY ROAD 34



PLOW (3) 1.25" HDPE ALONG ROW  
4200'

17-08-54

10530'

20-08-54

COUNTY ROAD 30

COUNTY ROAD 17



5150'

29-08-54



STATE HIGHWAY 14

DIRECTIONAL (3) 1.25" HDPE  
UNDER COUNTY ROAD 34 / 17  
CURVE

16-08-54

PLOW (3) 1.25" HDPE ALONG ROW  
DIRECTIONAL BORE CULVERTS AND  
DRIVEWAYS

21-08-54

DIRECTIONAL (3) 1.25" HDPE  
UNDER COUNTY ROAD 30

PLOW (3) 1.25" HDPE FROM  
INTERSECTION OF HWY-14 NORTH  
WITHIN LOGAN COUNTY ROW

28-08-54

START AT STATE HWY-14 AND  
PROCEED NORTH ON LOGAN  
COUNTY ROW

VIAERO FIBER NETWORKS  
ROW2020-2 3.78 mi. Fiber Optic line  
NW4 Section 17-08-54

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 18th day of February, 2020, by and between the County of Logan, State of Colorado, hereinafter called "County", and Sitewise/Xcel the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 402 Park Cir Dr (gas line)

\_\_\_\_\_; and  
WHEREAS, Applicant desires to install and construct a new gas line, which will be located (Circle One): along bore under or trench across aprox 25' from, to benefit the above described premises; and \_\_\_\_\_ property line towards center of street

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct gas service line, described above, in the right of way of Park Cir Dr, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 2/18/2020.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

**SITewise/XCEL ROW2020-3**  
**Update gas service**  
**402 Park Circle Dr, Sterling**



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

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: \_\_\_\_\_

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

\_\_\_\_\_  
Signature Printed name

Owner #2

\_\_\_\_\_  
Signature Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Sara Giles/ Sitewise LLC

Printed name

Sara Giles

Signature

Address:

4725 Independence St.

Wheat Ridge, CO 80033

Application Fee Paid \$100<sup>00</sup>

Date

2-5-2020 J# 198539

RA.#1003

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

THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

Joseph A. McBride (Aye) (Nay)

Byron H. Pelton (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

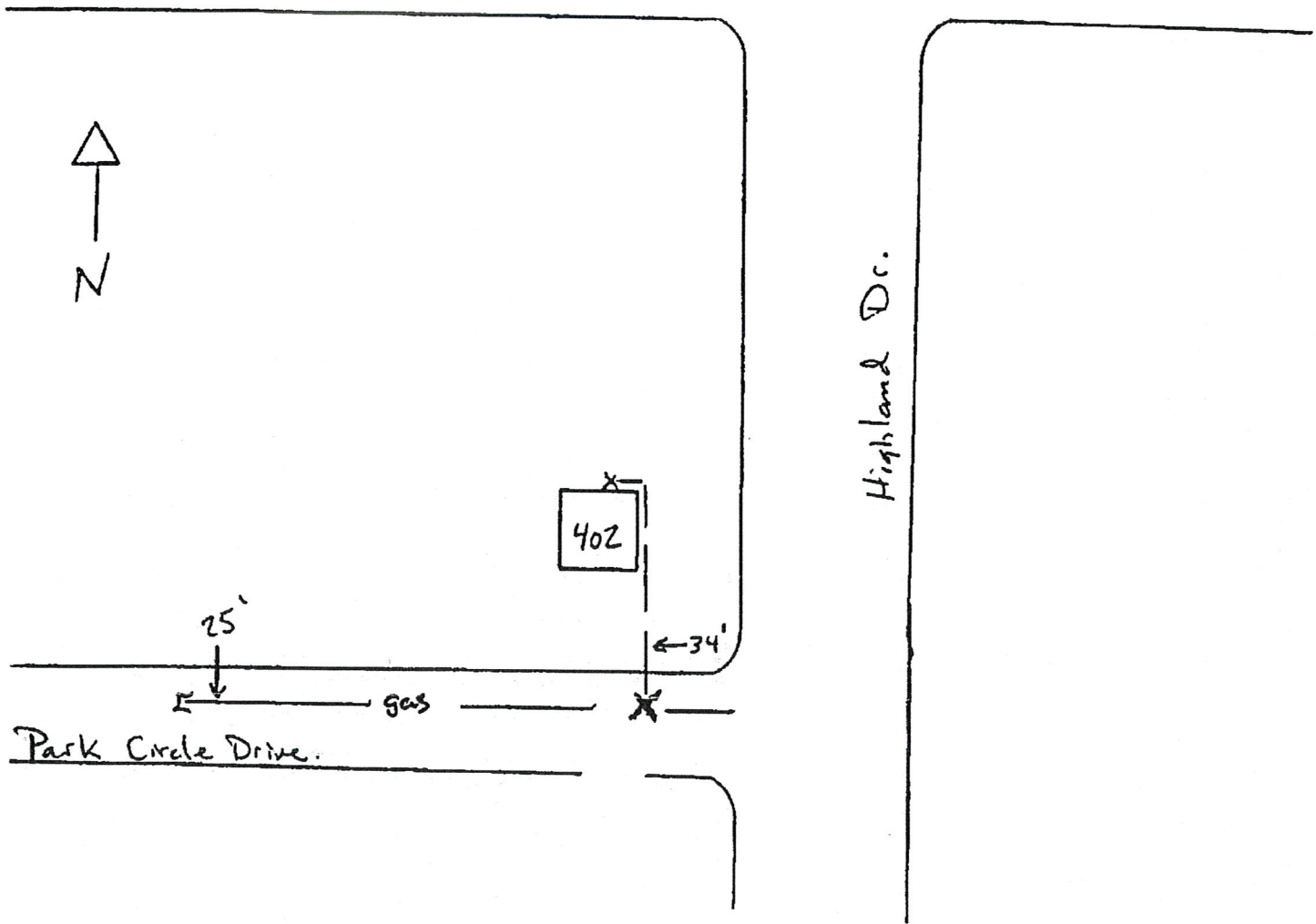
**SITewise/XCEL ROW2020-3**

**Update gas service**

**402 Park Circle Dr, Sterling**



HWY 14



Work will begin at point X in the middle of Park Circle Drive that is 34' west of Highland Dr. From there we will bore north 90' under Park circle drive into the property at 402 Park Circle Drive, then turn west for 5'.

**SITWISE/XCEL ROW2020-3**  
**Update gas service**  
**402 Park Circle Dr, Sterling**

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and Hooper Corporation the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): electric cable (750' of #2 AL Triplex)

\_\_\_\_\_ ; and

WHEREAS, Applicant desires to install and construct a underground electric cable, which will be located (Circle One) along, bore under, or trench across Pawnee Dr, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct electric cable, described above, in the right of way of Pawnee Dr, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than 03-31-2020.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

**XCEL/Hooper Corp ROW2020-4**  
**Electric Cable Replacement**  
**523 Pawnee Dr, Sterling**

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

☒ No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

☒ This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

☐ Other Provisions: \_\_\_\_\_

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

\_\_\_\_\_  
Signature Printed name

Owner #2

\_\_\_\_\_  
Signature Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Dawn Valenzuela

Printed name

Dawn Valenzuela

Signature

Address: Hooper Corporation

6255 Dexter St

Commerce City, CO 80022

Application Fee Paid Receipt # 2791

Date 1/31/2020 2/4/2020

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

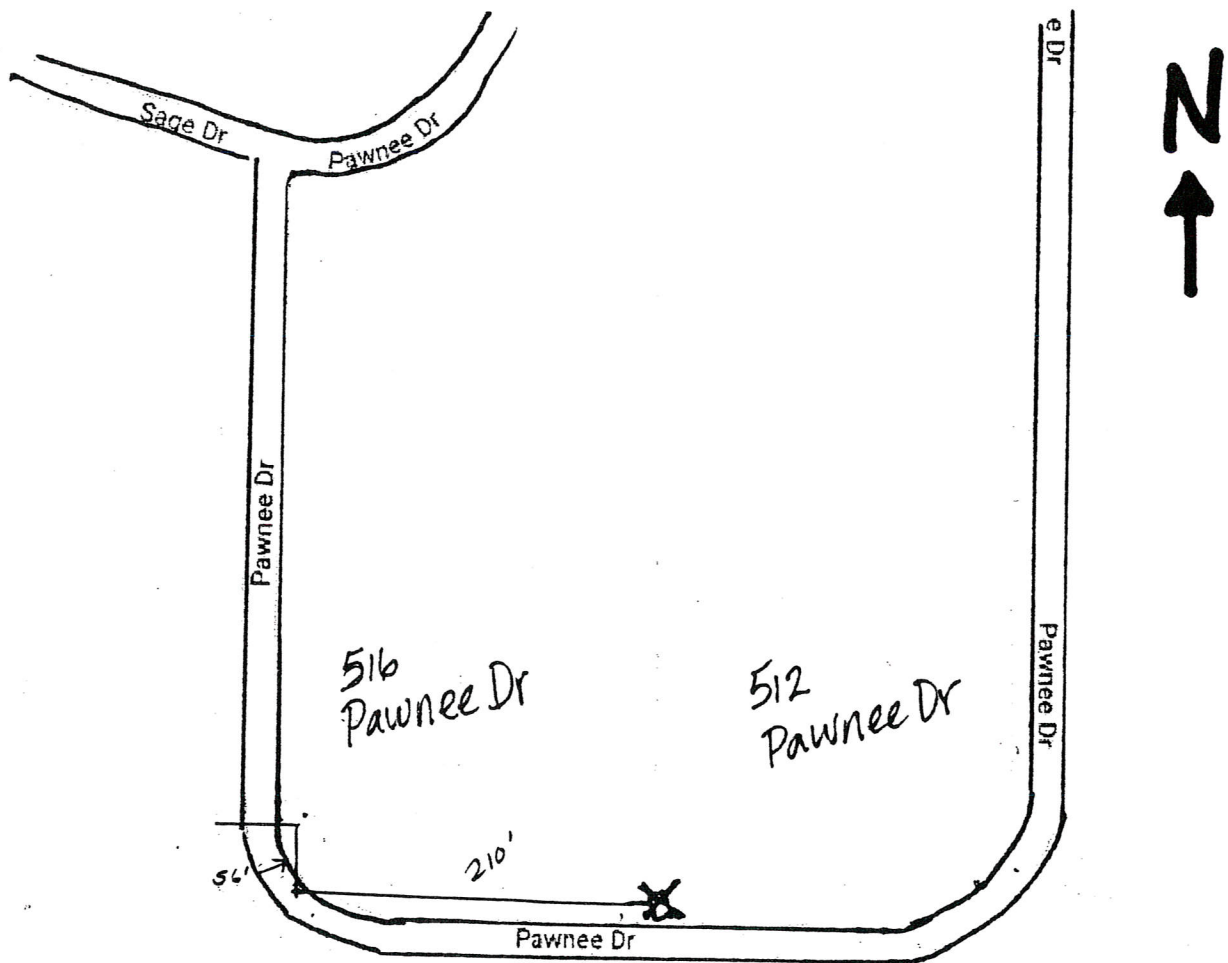
THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

Joseph A. McBride (Aye) (Nay)

Byron H. Pelton (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

**XCEL/Hooper Corp ROW2020-4**  
**Electric Cable Replacement**  
**523 Pawnee Dr, Sterling**



Measurements are approximate. Work will begin at X, located just East of the West lot line of 512 Pawnee Drive, and travel approximately 210 feet to the West, then 56 feet to the north and then under Pawnee Drive, going from East to West and onto private property.

**XCEL/Hooper Corp. ROW2020-4  
Electric Cable Replacement  
523 Pawnee Dr., Sterling**



LOGAN COUNTY, COLORADO

Contract for

HEALTHCARE PERSONNEL AND ADMINISTRATION

At the

LOGAN COUNTY DETENTION CENTER

For the

LOGAN COUNTY SHERIFF'S OFFICE

Brett L. Powell, Sheriff

110 Riverview Road  
Sterling, Colorado 80751

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

## **I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

### **1.1 SCOPE OF CONTRACT**

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

### **1.2 INSURANCE**

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

### **1.3 COMPLIANCE WITH APPLICABLE LAW**

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

### **1.4 CONTRACTOR COOPERATION**

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

### **1.5 PHARMACEUTICAL**

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

The Contractor shall provide a method for the recording of the administration of medications by

Agency and/or Contractor personnel on a pre-approved form that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Medication administration and medication documentation training shall be made available for Agency staff, upon request, for times when Contractor personnel are not at the Facility to administer medications.

The Contractor will negotiate discounted rates with a pharmacy licensed in the State of Colorado. The Contractor will be responsible to pay the costs of all pharmaceutical as required by current applicable law with the exception of "specific medications", and subject to the Maximum Liability provision listed below in Subsection 1.9. For the purpose of this agreement, "specific medications" shall be defined as any court ordered medications, medication related to the treatment of HIV/AIDS related to diseases, hemophilia, hepatitis, cystic fibrosis, multiple sclerosis, cancer, active tuberculosis, medications for the treatment of mental illness, medications for juveniles, as well as medications listed as biological and/or anti-rejection drugs.

#### **1.6 HOSPITALIZATION, OFF-SITE SERVICES AND SPECIALTY CARE**

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

#### **1.7 LABORATORY AND RADIOLOGY SERVICES**

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

#### **1.8 TRANSPORTATION**

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

#### **1.9 FINANCIAL LIABILITY FOR NON-CONTRACTOR SERVICES**

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



### **1.10 INMATES FROM OTHER JURISDICTIONS**

The Contractor will provide on-site services for inmates incarcerated at the Facility for the Colorado Department of Corrections, Colorado municipalities, the U.S. Marshals, the Federal Bureau of Prisons, and/or other custodial jurisdictions. However, hospitalizations, off-site services, specialty services, and pharmaceutical costs associated with inmates from other jurisdictions shall not be the responsibility of the Contractor. The Contractor shall promptly notify the Jail Administrator for any needed pharmaceutical, specialty service or off-site services for such inmates and shall provide documentation of required treatment to the custodial jurisdiction as requested. Upon receipt, the Contractor shall submit all related bills to the Agency for appropriate processing.

### **1.11 IMMUNITY FROM LIABILITY**

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

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

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

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

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

### **1.12 THIRD PARTY PAYORS**

The Contractor shall assist with obtaining private health insurance information, whenever possible, to help ensure claims are billed appropriately for applicable off-site and specialty care medical expenses. However, in no event shall any patient be denied access to appropriate medical



care due to a lack of insurance coverage, nor shall insurance coverage and/or a patient's financial condition be taken into consideration when rendering medical care or in the exercise of medical decision-making by the Contractor or its personnel.

### **1.13 INMATE MEDICAL FEE FOR SERVICE SYSTEM**

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

### **1.14 NEGOTIATION OF DISCOUNTS**

Contractor shall use its best efforts to negotiate discounts for medical services and pharmaceuticals. The Agency will be allowed to use the contractual discounts negotiated by the Contractor.

### **1.15 PERSONNEL RECORD KEEPING**

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

### **1.16 HEALTHCARE PERSONNEL SERVICES PROVIDED**

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

1. Contractor shall provide medical unit coverage to include:
  - a. Up to seventy (70) hours a week of on-site nursing related services (RN, LPN, CMA, MA);
  - b. Up to one (1) physician or midlevel provider (ARNP or PA) onsite or telemedicine patient clinic per week, granted capabilities are made available for such services by the facility;
  - c. A physician or midlevel provider who will provide 24 hours a day, seven days a week, EMERGENCY on-call coverage for consultation on an as needed basis.
2. The Healthcare Personnel shall perform intake screenings while at the Facility. Intake screen-

ings performed by detention staff while Healthcare Personnel are not at the Facility shall be reviewed by Healthcare Personnel within forty-eight hours of being conducted. Inmates identified with significant health concerns will be scheduled for follow-up care, as appropriate.

3. Healthcare Personnel shall administer medications, as prescribed, while at the Facility;
4. Healthcare Personnel shall conduct sick call triage and follow-up, as indicated; and
5. Healthcare Personnel shall provide appropriate and timely response to medical needs and emergencies during regularly scheduled hours at the Facility.

#### **1.17 SATISFACTION WITH HEALTHCARE PERSONNEL**

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

#### **1.18 POLICIES AND PROCEDURES / PROTOCOLS**

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

#### **1.19 NON-INMATE HEALTH SERVICES**

Non-inmate health services shall be provided in the form of emergency care for Facility staff and visitors for the purpose of stabilizing the condition and arranging for transport. Emergency services include first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility.

The Contractor shall make available the Hepatitis B vaccination program and annual Tuberculosis Skin Testing (TST) for all Facility staff as requested by the Sheriff. However, the Agency will bear the cost of the vaccine and serum.

#### **1.20 EMERGENCY ASSISTANCE**

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Facility to the extent or degree required by policies and procedures.

### **1.21 TESTIFYING IN COURT**

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

### **1.22 MEDICAL RECORDS REQUIREMENTS**

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

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

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

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

### **1.23 MEDICAL WASTE**

The Contractor shall be responsible for the disposal of all infectious or hazardous medical waste. The material must be removed from the Facility and disposed of as regulated by federal, state and local laws.

## **II. DUTIES OF AGENCY**

### **2.1 MONTHLY REIMBURSEMENT FOR SERVICES**

The reimbursement for the Contract shall be paid by the Agency to the Contractor on a monthly basis. The monthly reimbursement shall be in the amount of **Eighteen Thousand, Three Hundred Fifteen Dollars and Zero Cents (\$18,315.00)**. All monthly reimbursements shall be eligi-



ble to be pro-rated for any partial months and subject to any reconciliation as applicable. The first payment for the month of April 2020 shall be paid to the Contractor by the 1<sup>st</sup> day of May 2020 for the services administered in the month of April. All subsequent payments shall be paid in the full amount by the Agency to the Contractor by the 1<sup>st</sup> day of each month for services rendered the previous month.

This Agreement shall cover services provided by the Contractor for the Agency with a facility average daily population (ADP) up to one hundred thirty (130) inmates. The ADP will be calculated as the monthly total for all inmates in the jail at 8:00am each day divided by the number of days in that month. Should the ADP exceed 130 inmates for three consecutive months, the Agency agrees to renegotiate the terms of the Contract in good faith.

The Contract shall be subject to an annual increase for the reimbursement for services in the amount of 3.00% beginning April 2021 and each subsequent year thereafter.

## **2.2 USE OF FACILITY, EQUIPMENT AND SUPPLIES**

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

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

## **III. CONTRACT TERM**

The term of this Contract shall commence on April 1, 2020 and will continue through December 31, 2023. The Contract shall then be eligible for indefinite annual renewals upon mutual agreement of both parties.

## **IV. CONTRACT TERMINATION**

### **4.1 TERMINATION FOR CAUSE**

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



breach to the satisfaction of the party giving notice prior to the effective date of termination.

#### **4.2 TERMINATION FOR CONVENIENCE**

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

#### **4.3 PAYMENT UPON TERMINATION**

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

#### **4.4 PROPERTY UPON TERMINATION**

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

### **V. GENERAL TERMS AND CONDITIONS**

#### **5.1 ALTERATIONS TO CONTRACT**

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

#### **5.2 FORCE MAJEURE**

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

#### **5.3 INDEPENDENT CONTRACTOR STATUS**

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

#### **5.4 SUBCONTRACTING**

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

#### **5.5 AGENCY STATUTORY DELEGATION**

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

#### **5.6 EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **5.7 WAIVER OF BREACH**

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

#### **5.8 NOTICES**

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

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

Telephone: (405) 516-0276

If for Logan County Sheriff's Office:

Logan County Sheriff's Office

Attn: Brett L. Powell, Sheriff

110 Riverview Road

Sterling, Colorado 80751

Telephone: (970) 522-2578

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

#### **5.9 GOVERNING LAW**

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

#### **5.10 COUNTERPARTS**

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

#### **5.11 TITLE OF PARAGRAPHS AND INTERPRETATION**

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

#### **5.12 SEVERABILITY**

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

#### **5.13 ENTIRE CONTRACT**

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

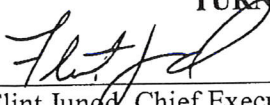
IN WITNESS WHEREOF, the parties have caused this Contract to be executed as their official action by their respective representative, each of whom is duly authorized to execute the same.

**AGREED TO AND ACCEPTED AS STATED ABOVE:**

**TURN KEY HEALTH CLINICS, LLC.**

Dated: 1/27, 2020

By:

  
Flint Junod, Chief Executive Officer

**LOGAN COUNTY SHERIFF'S OFFICE**

Dated: \_\_\_\_\_, 2020

By:

\_\_\_\_\_  
Brett L. Powell, Sheriff

**FOR THE COUNTY OF LOGAN**

Dated: \_\_\_\_\_, 2020

By:

\_\_\_\_\_