



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, June 11, 2019 - 9:30 a.m.**

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

Approval of the Minutes of the May 21, 2019 meeting.

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

Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of Pay form for the month of May, 2019

**Unfinished Business**

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

The Board will award the proposal for the restoration of windows on the south side of the Logan County Courthouse and the south entrance door of the Courthouse.

**New Business**

Consideration of the approval of an Ambulance License and Ambulance Permit on behalf of the Crook Fire Protection District.

Consideration of the approval of an agreement between Logan County and Knights Home of Sterling for operation of a Beer Garden in conjunction with the Logan County Fair, August 1, 2019 through August 11, 2019 and the 2020, 2021, 2022 and 2023 Logan County Fairs, dates to be determined.

Consideration of the approval of an agreement between Logan County and Kevin Rich d/b/a Wild West Cattle Company for the production of the Professional Bull Riding performance on August 6, 2019.

Consideration of the approval of a Logan County Lodging Tax Board project on behalf of July Jamz in the amount of \$1,300.

Consideration of the approval of an Agreement between Logan County Peetz Cooperative Telephone Company and the issuance of ROW Permit # 2019-4 for use of the County Right of Way for a fiber optic cable along and across CR 74.

Consideration of the approval of an application for Fireworks Sales on behalf of Our Town Fireworks at 12915 CR 37, Sterling, Colorado.

**Other Business**

**Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, June 18, 2019, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**

May 21, 2019

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Jerry Casebolt	Emergency Management
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Dave Conley	Lodging Tax Board
Rob Quint	Planning and Zoning
Dave Lieber	NJC Young Farmers
Leif Bang	Avangrid
Rebecca Brush	
Sebrina Richie	
Michelle Sharp	
Debbie Klindt	Sterling Boat Club
Neil Lindstrom	
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:39 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 May 7, 2019 meeting.
- Acknowledgment of the receipt of the Clerk and Recorder's report for the month of April, 2019.
- Acknowledgment of the receipt of the Treasurer's report for the month of April, 2019.
- Acknowledgment of the receipt of the Sheriff's fee report for the month of April, 2019.

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

Chairman McBride continued with Unfinished Business:

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

- Commissioner Bauder explained that she had opened the old bids at the last Business Meeting on May 7, 2019 instead of the new sealed bids.
  - Curlee Heating and Air Conditioning – \$32,500.00
  - Leo's Sheet Metal - \$33,106.00

Commissioner Bauder moved to refer the bids to Chance Wright with Logan County Maintenance Department for his

recommendation. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

The Board opened a public hearing to consider the approval of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 15, 2019.

- Dave Lieber with NJC Young Farmers explained the event.

There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve the application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 15, 2019. Commissioner Bauder seconded and the motion carried 3-0.

The Board opened proposals for the restoration of windows on the south side of the Logan County Courthouse and the south entrance door of the Courthouse.

- Schlenz Builders – Minimum of \$38,500.00, not to exceed \$45,000.00.

Commissioner Bauder moved to refer the bid to Chance Wright with Logan County Maintenance Department for his review and approval. Commissioner Pelton seconded and the motion carried 3-0.

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

- Sugar Beet Days - \$5,000.
- Tour Colorado Membership - \$450.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board funding for Sugar Beet Days for the amount of \$5,000. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board funding for the Tour Colorado Membership for \$450. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the bid for parking lot sweeping during the Logan County Fair to Protech Maintenance for \$900. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the bid for Box Office Ticket Sales during the Logan County Fair to Merino FCCLA for \$2,300. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an agreement between Logan County and Heartland Pulling, LLC for production of a sanctioned tractor pull in conjunction with the Logan County Fair on Friday, August 2, 2019 and allow the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

The Board signed titles for the sale of two Sheriff's Department vehicles:

- 2012 Dodge Charger VIN #2C3CDXAT9CH258833 with 135,537 miles.
- 2013 Dodge Charger VIN #2C3CDXAT7DH721120 with 128,267 miles.

Commissioner Bauder moved to sign the titles for the sale of a 2012 Dodge Charge and a 2013 Dodge Charger for the Sheriff's Department. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride opened a public hearing for the consideration of the approval of Resolution 2019-23 and an application for Conditional Use Permit on behalf of Sebrina Richie for operation of a home based Child Day Care Center in the Commercial Center Zone District, located at Lot 11, Block 4, Highland Park Addition, Third Filing in the NE1/4 of Section 36, Township 8 North, Range 53 West of the 6<sup>th</sup> P.M., County of Logan, State of Colorado, also

known by street address of 105 Crestmore Road, Sterling, Colorado. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve Resolution 2019-23 and an application for Conditional Use Permit on behalf of Sebrina Richie for operation of a home based Child Day Care Center in the Commercial Center Zone District, located at Lot 11, Block 4, Highland Park Addition, Third Filing in the NE1/4 of Section 36, Township 8 North, Range 53 West of the 6<sup>th</sup> P.M., County of Logan, State of Colorado, also known by street address of 105 Crestmore Road, Sterling, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride opened a public hearing for the consideration of the approval of Resolution 2019-24 amending the Logan County, Colorado Zoning Regulations adopted by resolution the 10<sup>th</sup> day of October, 1973; rezoning parts of said county and amending the District Zoning Map. Rob Quint with the Logan County Planning and Zoning office explained the amendment. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Bauder moved to approve Resolution 2019-24 amending the Logan County, Colorado Zoning Regulations adopted by resolution the 10<sup>th</sup> day of October, 1973; rezoning parts of said county and amending the District Zoning Map. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride opened a public hearing for the consideration of the approval of Resolution 2019-25 and an application approving a Special Use Permit on behalf of L7 AG, LLC for the construction and operation of an Industrial Hemp Processing and Extraction Facility. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve Resolution 2019-25 and an application approving a Special Use Permit on behalf of L7 AG, LLC for the construction and operation of an Industrial Hemp Processing and Extraction Facility. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride opened a public hearing for the consideration of the approval of Resolution 2019-26 and an application granting Pacific Wind, LLC, a Conditional Use Permit for the construction, maintenance and operation of two temporary meteorological (MET) towers for measuring and recording weather conditions, to be located in the Northeast Quarter of the Northeast Quarter of Section 28, Township 6 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, Logan County Colorado, and the Northeast Quarter of the Southeast Quarter of Section 23, Township 6 North, Range 50 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.

- Rob Quint with the Logan County Planning and Zoning office explained the application.
- Leif Bang with Avangrid explained the lighting for the towers.

There being no further comment, Chairman McBride closed the public hearing.

Commissioner Bauder moved to approve Resolution 2019-26 and an application granting Pacific Wind, LLC, a Conditional Use Permit for the construction, maintenance and operation of two temporary meteorological (MET) towers for measuring and recording weather conditions, to be located in the Northeast Quarter of the Northeast Quarter of Section 28, Township 6 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, Logan County Colorado, and the Northeast Quarter of the Southeast Quarter of Section 23, Township 6 North, Range 50 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve and Agreement between Logan County and Chimney Canyon Grazing Association and the issuance of ROW Permit # 2019-5 for use of the County Right of Way trenching across County Road 11 for a 2" poly water line. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an Agreement between Logan County and Black Hills Gas Distribution, LLC and the issuance of ROW Permit # 2019-6 for use of the County Right of Way boring under County Road 65 for a Natural Gas Pipeline, the issuance of ROW Permit # 2019-7 for use of the County Right of Way boring under County Road 670 for a Natural Pipeline and the issuance of ROW Permit # 2019-8 for use of the County Right of Way boring under Hubbard Avenue, Johnston Avenue and Henderson Avenue, Proctor, CO for a Natural Gas Pipeline. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an Agreement between Logan County and Mountain Tower and Land, LLC and the issuance of ROW Permit # 2019-9 for use of the County Right of Way for a new driveway access at 16146 Victor Avenue in Atwood, CO. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an application for Fireworks Sales on behalf of Discount Fireworks at 198 Springdale Road. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve and application for Fireworks Display Permit on behalf of Sterling Boat Club on July 5, 2019 at the Sterling Boat Club Boat Dock. Commissioner Pelton seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, June 11, 2019 at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:22 a.m.

Submitted by:

  
\_\_\_\_\_  
Logan County Deputy Clerk

Approved: June 11, 2019

LOGAN COUNTY, COLORADO

(seal)

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

Attest:

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

## CIVIL PAYMENTS

**May-19**

Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/10/2019	605	12219	2019-384	\$ 35.00	\$ 15.00	\$ 20.00
5/15/2019	606	43271	2019-394	\$ 35.00	\$ 15.00	\$ 20.00
5/21/2019	607	17-930262638	2019-383	\$ 35.00	\$ 15.00	\$ 20.00
5/23/2019	608	50325	2019-412	\$ 35.00	\$ 10.00	\$ 25.00
6/4/2019	609	2783	2019-423/424	\$ 65.00	\$ 35.00	\$ 30.00
				<b>Total Owed to County</b>		<b>\$ 115.00</b>

## CIVIL PAYMENTS CREDIT CARDS

**May-19**

Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/6/2019		2019-374	\$ 35.00		\$ 35.00
5/7/2019		2019-373	\$ 35.00		\$ 35.00
5/9/2019		2019-379	\$ 45.00		\$ 45.00
5/9/2019		2019-386	\$ 35.00		\$ 35.00
5/9/2019		2019-387	\$ 30.00		\$ 30.00
5/10/2019		2019-389	\$ 40.00		\$ 40.00
5/15/2019		2019-392	\$ 40.00		\$ 40.00
5/20/2019		2019-398	\$ 35.00		\$ 35.00
5/20/2019		2019-404	\$ 38.00		\$ 38.00
5/23/2019		2019-419	\$ 20.00		\$ 20.00
5/28/2019		2019-417	\$ 80.00		\$ 80.00
5/31/2019		2019-427	\$ 35.00		\$ 35.00
				<b>Total Owed to County</b>	<b>\$ 468.00</b>

## NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT

**May-19**

Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/3/2019			\$ 5.50	\$ -	\$ 5.50
5/10/2019			\$ 20.00	\$ -	\$ 20.00
5/14/2019			\$ 9.25	\$ -	\$ 9.25
5/22/2019			\$ 5.00	\$ -	\$ 5.00
5/31/2019			\$ 8.75	\$ -	\$ 8.75
6/3/2019			\$ 5.00	\$ -	\$ 5.00
				<b>Total Owed to County</b>	<b>\$ 53.50</b>

## CHP CREDIT CARDS

**May-19**

Date	Amount	Amount Owed to County
5/15/2019	\$ 15.00	\$ 15.00
5/21/2019	\$ 152.50	\$ 152.50
5/21/2019	\$ 152.50	\$ 152.50
5/31/2019	\$ 63.00	\$ 63.00
<b>Total Owed to County</b>		<b>\$ 383.00</b>

CIVIL CHECKS	\$	115.00	
CIVIL CREDIT CARDS	\$	468.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	53.50	
CHP CREDIT CARDS	\$	383.00	
<b>TOTAL PAID TO GENERAL FUND</b>	<b>\$</b>	<b>1,019.50</b>	<b>Check#610</b>
DEPOSIT TAKEN TO BANK OF COLORADO	\$	205.00	



Colorado Department of Military and Veterans Affairs  
 County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of May 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	158	21-4142 & 21-4142a	03/03
Office Visits	47	MILITARY RECORDS/CORRECTIONS	
Home Visits	14	SF180	-05-
Outreach Visits	05	DD149	-01-
Community Events	-0-	DD293	-0-
Request for Medal	-1-	NA13075	-0-
Operation Recognition	-0-	Other	-0-
Correspondence Rec'd	-8-	NSC PENSION	
Correspondence Written	-18-	21-527EZ	-0-
Info/Referral/Inquiries	-03-	21-8416	-0-
VCAA Notice	-0-	WIDOWS PENSION	
State Benefits	-0-	21-534EZ	-01-
Income Verifications	-0-	21-8416	-01-
NEW CLAIMS INITIATED		DIC	
21-22 CVA	-08-	21-5234EZ	-01-
21-22 others	-06-	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	-0-
21-526EZ	-04-	APPEALS	
21-0966 Informal	-08-	21-0985 NOD	-0-
21-4138	-03-	VA Form 9	-0-
21-526EZ Reinstate	-0-	20-0995	-0-
21-526EZ IU	-0-	20-0996	-0-
21-8940 IU	-0-	10182	-0-

SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	- 0 -	29-357	- 0 -
21-4138 SMC	- 0 -	29-4364	- 0 -
21-686c Dependency	- 0 -	29-336 Beneficiary	- 0 -
21-674 School Attendance	- 0 -	29-4125 Lump Sum	- 0 -
VA HEALTHCARE		VTF REQUESTS	
10-10EZ	- 02 -	Rental Assistance	- 01 -
CHAMPVA	- 0 -	Utilities Assistance	- 01 -
HOMELESS VETERANS CLAIMS		Prescription Assistance	- 0 -
Service Connection	- 0 -	Food Assistance	- 01 -
NSC Pension	- 0 -	Transportation Assistance	- 01 -
VOC REHAB		Clothing Assistance	- 0 -
28-1900 CH31	- 0 -	Other	- 0 -
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	- 0 -	26-1800	- 0 -
21-4502 Adaptive Equip.	- 0 -	26-1817	- 0 -
26-4555 Housing	- 0 -	SURVEYS	
10-0103 HISA Grant	- 0 -	County VSO Feedback and Comment Forms Submitted:	- 08 -
CRSC	- 0 -	OTHER	
BURIAL ALLOWANCE		10-10 EZR	- 01 -
21P-530	- 0 -	10-10 HS	- 01 -
40-1330	- 0 -	20-572	- 01 -
21-2008	- 0 -	*from vets / to vets / Prof.	58 / 55 / 46
INCARCERATED VETERANS		Emails	
21-526EZ Reinstatement	- 0 -	to vets / from vets	14 / 14
21-4138 Apportionment	- 0 -	Prof (veteran related)	130

**Certification by County Veterans Service Officer**

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of May, 2019 from Logan county.

Salary	\$ <u>980.57</u>
Expenses <i>Maint. contract</i>	\$ <u>10.02</u>
Office Space	\$ <u>125.00</u>
Telephone	\$ <u>84.79</u>
Office Supplies	\$ <u>113.10</u>
Travel	\$ _____
Training Conference	\$ _____
Other <i>Postage</i>	\$ <u>10.20</u>
<b>TOTAL</b>	\$ <u>1,323.68</u>

*J. Daynie*  
Signature of County Veterans Service Officer

06/03/2019  
Date

**Certification by County Commissioner or Designee**

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

\_\_\_\_\_ County Commissioner or Designee of  
 \_\_\_\_\_ County  
 \_\_\_\_\_ Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15<sup>th</sup> day the following month.

Mail to:  
 Colorado Division of Veterans Affairs  
 Attention: Director  
 1355 South Colorado Blvd.  
 Building C, Suite 113  
 Denver, Colorado 80222

# Leo's Sheet Metal

520 Phelps  
Sterling, CO 80751  
970-522-3088



# Estimate

Date	Estimate #
4/23/2019	1165

Name / Address
Logan County Commisioners 315 Main Sterling, Colorado 80751

Project

Item	Description	Qty	Rate	Total
Labor	Labor to install Rooftop units on Social Services Building.		6,000.00	6,000.00
Miscl. Materials	10 ton roof top unit.	1	8,000.00	8,000.00
Miscl. Materials	7.5 ton roof top unit	1	5,700.00	5,700.00
Miscl. Materials	4 ton roof top unit	1	3,903.00	3,903.00
Miscl. Materials	3 ton roof top unit	1	3,903.00	3,903.00
Miscl. Materials	Curb adaptors, wiring, gas pipe, duct work, miscl.	4	1,400.00	5,600.00
	Bid does not include crane service.			
			<b>Subtotal</b>	\$33,106.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$33,106.00



114 Main Street / PO Box 1905  
Sterling, Colorado 80751  
Phone 970-522-9305 fax 522-8508

**PROPOSAL AND  
ACCEPTANCE**

# 4636

PROPOSAL SUBMITTED TO Logan County Commissioners		PHONE 520-9919	DATE 5/6/2019
STREET 315 Main St.		JOB NAME Central Services Building	
CITY, STATE AND ZIP CODE Sterling, Colorado 80751		JOB LOCATION 508 S 10 Ave., Sterling	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

material and labor to furnish and install the following;

- 1- daikin DCG120203VXXX 10 ton rtu with adaptor curb
- 1- Daikin DP14GM360843 3 ton with adaptor curb
- 1- Daikin DP14GM4808043 4 ton horz
- 1- Dsilin DCG0902103VXXX 7 1/2 ton with curb adaptor

all unit with filter racks, hail guards, gas and electric hook up, duct, fresh air hoods

no crane work included

lead time 2- 3 weeks

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

32500.00

dollars (\$

Payment to be made as follows:

all due upon competition

All material is guaranteed to be as specified. All work to be completed in a workman-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be 30 days withdrawn by us if not accepted within

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

Signature \_\_\_\_\_



---

1026 N Division Avenue ♦ Sterling, CO 80751 ♦ Phone: 970-522-4535

**Logan County Courthouse**  
315 Main St.  
Sterling, Colorado 80751

**May 16, 2019**

All,

I am pleased to present this bid for south window restoration:

**Labor and Materials to Paint, Varnish, & Repair windows on south façade:**

- *Lower Level*
  - 9 – 44 x 52
    - Need only exterior paint.
  - 2 – 29 x 52
    - Need only exterior paint.
- *Front Entry*
  - Repaint entry door and 2 windows (Interior and Exterior)
- *Main Level*
  - 4 DMV 45 x 80 + Transom
    - Interior / Exterior Paint
  - 4 Election 4 x 80 + Transom
    - Interior / Exterior Paint
  - 2 Restrooms
    - Clean interior, paint exterior.
- *Main Stairs*
  - 2 – 45 X 80
    - Interior / Exterior Paint
- *2nd Level*
  - 1 Court Room 37 x 70 + Transom
    - Interior/Exterior Paint
  - McBride 4 – 44 x 70 + Transom
    - Major Repairs
  - Toilet 1
    - Interior/Exterior Painting
  - Pelton 4 – 44 x 70 + Transom
    - Major Repairs
  - Toilet 1
    - Clean Interior / Paint Exterior
- *Emergency Stairwell*
  - Main Level 1 – 45 x 80 + Transom
    - Interior and Exterior Painting
  - 2<sup>nd</sup> Level 1 – 45 x 80 + Transom

- Major Repairs
- 3<sup>rd</sup> Level
  - 6 – 32 x 17
    - Exterior Paint Only
  - 4 – 45 x 47
    - Interior/Exterior Paint
    - Scaffold Required to reach upper windows.

Minimum Cost	\$38,500
Not to Exceed	\$45,000

*Notes:*

- On main and upper levels, all lower sashes will be removed for repairs and inspection of sash cords and temporarily boarded up. Top sashes and transom interiors will have to be repaired, sanded, and re-varnished in place during normal business hours.
- While storms are removed, it is suggested that they be cleaned by the county.
- Does not include storm window repairs.
- There may be places for labor savings but also places that labor may be higher than expected. This is a very labor-intensive project and the full depth of the project won't be known until storm windows and sashes are removed.
- This bid assumes that a bucket truck will be provided by the county to reach all high areas.

Sincerely



Patrick Steward  
Schlenz Builders

**LOGAN COUNTY, COLORADO  
AMBULANCE SERVICE LICENSE AND VEHICLE PERMIT APPLICATION**

New Application  Renewal Application

Name/Address Ambulance Vehicles Owner:

Crook Fire Protection District  
105 1st Street  
Crook CO 80726

Name/Address of Applicant:

Crook Fire Protection District  
105 1st Street  
Crook, CO 80726

Name/Address of the person in charge of ambulance service operations:

Jeff Hunter  
105 1st Street  
Crook CO 80726

Training/Experience Level of person in charge of the ambulance service:

Chief

Trade Name or other name under which applicant does business:

Crook Fire Protection District

Description of each vehicle proposed to be used as ambulance vehicle:

UNIT NUMBER	MAKE/MODEL	YEAR	V.I.N.	CURRENT MILEAGE	IN-SERVICE DATE
Med 34	Ford F-450	2006	1FDXF46P36ED06741	53,276	06/05/15

Location of ambulance service operations:

Crook Fire Protection District Station 3

Area to be served by Ambulance Service:

Logan County

Name/address of the Medical Director for the Ambulance Service:

Jeff Bacon

Provide list of all emergency personnel who may be called upon to respond to an emergency with the ambulance service (including the following: Complete name, address, date of birth; Highest level of training received; Copy of current Department of Health and Environment EMT-B, EMT-I or Paramedic certificate and either a) current CPR card as defined by CDPHE or b) proof of basic cardiac life support certification; proof of valid Colorado Driver's License).

Provide copies of operational policies of the ambulance service.

Provide copies of insurance policies showing compliance with the insurance requirements of the Logan County Emergency Medical Services Resolution.

Attach copies of Ambulance Vehicle Inspection Statement certifying that the vehicles and equipment have been inspected and are in compliance with the Logan County Emergency Medical Services Resolution and applicable regulations of the Colorado Department of Public Health and Environment.

List ambulance services, Fire Protection Districts or other providers of emergency response with which the ambulance service has or may have cooperative agreements:

Logan County Ambulance  
Sedgewick County Ambulance

I hereby certify that the information in this application is true to the best of my knowledge and belief and contains no willful misrepresentations or falsification.

APPLICANT'S SIGNATURE:

Jeff Bacon

3/4/19



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/09/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tribbett Agency LLC 1750 25th Ave Suite 205 Greeley CO 80634-	<b>CONTACT NAME:</b> Sara Blosz <b>PHONE (A/C, No, Ext):</b> (970)353-2291 <b>FAX (A/C, No):</b> (970)353-1269 <b>E-MAIL ADDRESS:</b> sblosz@tribbettagency.com														
<b>INSURED</b> Crook Fire Protection District PO Box 205 Crook CO 80726	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : OneBeacon Insurance Group</td> <td style="text-align: center;">27154</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : OneBeacon Insurance Group	27154	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : OneBeacon Insurance Group	27154														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			791-00-10-74-0003	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			791-00-10-74-0003	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			791-00-10-74-0003	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 8,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> Logan County Commissioners 315 Main Sterling CO 80751-	<b>CANCELLATION</b> <span style="float: right;">AI 012673</span> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

INSURANCE IDENTIFICATION CARD  
05/09/2019

CO (STATE)  
COMPANY NUMBER 27154 COMPANY OneBeacon Insurance Group  COMMERCIAL  PERSONAL

POLICY NUMBER 791-00-10-74-0003 EFFECTIVE DATE 05/01/2019 EXPIRATION DATE 05/01/2020

YEAR 2007 MAKE/MODEL Kenworth Tanker VEHICLE IDENTIFICATION NUMBER 1XKDDU9X57J154970

AGENCY/COMPANY ISSUING CARD  
Tribbett Agency LLC  
1750 25th Ave  
Suite 205  
Greeley

CO 80634-

INSURED

Crook Fire Protection District  
PO Box 205  
Crook

CO 80726

SEE IMPORTANT NOTICE ON REVERSE SIDE

Drivers

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

Agency: Crook Fire Protection District

Med Unit: Med 34 D06741

Inspection Date: 2-12-2019

**PASS**      **FAIL**

<b>Ventilation and Airway Equipment</b>		
N/A		Adult and pediatric endotracheal intubation equipment to include stylets and an endotracheal tube stabilization device and endotracheal tubes uncuffed range from 2.5 - 5.5, and cuffed size range from 6.0 - 8.0 per medical director protocol.
N/A		Laryngoscope and blades, straight and/or curved of sizes 0-4.
N/A		Adult and pediatric Magill forceps.
OK		End tidal CO2 detector or alternative device, approved by the FDA, for determining end tube placement.
		Portable suction unit, and a house (fixed system) or backup suction unit, with wide bore tubing, rigid pharyngeal curved suction tip, and soft catheter suction tips to include pediatric sizes 6fr. - 14fr.
OK		Bulb Syringe
		House oxygen and portable oxygen bottle, each with a variable flow regulator.
OK		Transparent, non-rebreather oxygen masks and nasal cannula in adult sizes, and transparent, non-rebreather oxygen masks in pediatric sizes.
OK		Hand operated, self inflating bag-valve mask resuscitators with oxygen reservoirs and standard 15mm/21mm fittings in the following sizes: 500cc bag for infant and neonate 750cc bag for children 1000cc bag for adult Transparents masks for infants, neonate patients, children and adults.
OK		Nasopharyngeal airways in adult sizes 24 fr. - 32fr.
OK		Oropharyngeal airways in adult and pediatric sizes to include: infant, child, small adult, adult and large adult.
<b>Patient Assessment Equipment</b>		
OK		Portable, battery operated cardiac monitor/defibrillator with strip chart recorder and adult and pediatric EKG electrodes and defibrillator capabilities.
OK		Pulse oximeter with adult and pediatric probes.
OK		Electronic blood glucose measuring device.
OK		Blood Pressure cuffs to include large adult, regular adult, child and infant sizes.
OK		Stethoscope.
OK		Penlight
<b>Splinting Equipment</b>		
OK		Lower extremity traction splint.
OK		Upper and lower extremity splints.

PASS

FAIL

OK		Long board, scoop, vacuum mattress or equivalent with appropriate accessories to immobilize the patient from head to heels.
OK		Short board, K.E.D. or equivalent, with the ability to immobilize the patient from head to pelvis.
OK		Pediatric spine board or adult spine board that can be adapted for pediatric use.
OK		Adult and pediatric head immobilization equipment.
OK		Adult and pediatric cervical spine immobilization equipment per medical director protocol.
<b>Dressing Materials</b>		
OK		Bandages-various types and sizes per agency needs and medical director protocol.
OK		Multiple dressings (including occlusive dressings), various sizes per ambulance service requirements, needs and medical director protocol.
OK		Sterile burn sheets.
OK		Adhesive tape per ambulance service requirements, needs and medical director protocol.
<b>Obstetrical Supplies</b>		
		Sterile ob kit to include: towels, 4x4 dressings, umbilical tape or cord clamps, <u>scissors</u> , bulb syringe, sterile gloves and <u>thermal absorbent blanket</u> .
		Neonate stocking cap or equivalent.
<b>Miscellaneous Equipment</b>		
OK		Heavy bandage scissors, shears or equivalent capable of cutting clothing, belts, boots, etc.
OK		Two working flashlights.
OK		Blankets and appropriate heat source for the ambulance patient compartment.
<b>Protocols</b>		
OK		Ambulance Service Medical Treatment Protocols.
<b>Communications Equipment</b>		
OK		All communications equipment shall be maintained in good working order. The communication: equipment must be capable of transmitting and receiving clear voice communications.
OK		Two-way communications that will enable the ambulance personnel to communicate with: Ambulance service's dispatch Medical control facility or a physician Receiving facilities Mutual aid agencies
<b>Extrication Equipment</b>		
OK		Each ambulance should carry extrication equipment appropriate for the level of extrication the ambulance service provides and in accordance with the requirements established by the county in which the ambulance is licensed.

PASS      FAIL

<b>Body Substance Isolation (BSI)</b>	
<b>*Equipment Properly Sized To Fit All Personnel*</b>	
OK	Non-sterile disposable gloves, to include a minimum of 1 box of latex free gloves.
OK	Protective eyewear.
OK	Safety protection gear for extrication consistend with the ambulance service extrication capabilities.
OK	Sharps containers for the appropriate disposal and storage of medical waste and biohazards.
OK	HEPA masks, which can be of universal size.
<b>Safety Equipment</b>	
OK	A set of three (3) warning reflectors.
OK	One (1) ten pound (10 lb.) or two (2) five pound (5 lb.) ABC fire extinguishers, with a minimum of one extinguisher accessible from the patient compartment and vehicle exterior.
OK	Child safety seat or appropriate protective restraints for patients, crew, accompanying family members and other vehicle occupants.
OK	Properly secured patient transport system (i.e. wheeled stretcher).
OK	Triage tags as approved by the department.
<b>Intravenous Equipment</b>	
OK	Adult and pediatric intravenous solutions and administration equipment per medical director protocol.
OK	Adult and pediatric intravenous arm boards.
<b>Pharmacological Agents</b>	
N/A	Pharmacological agents and delivery devices per medical director protocol.
OK	Pediatric "length based" device for sizing drug dosage calculations and sizing equipment.

Inspected/Approved By:   
Brady Ring-NRParamedic

Date: 2-12-2019

Director Signature: \_\_\_\_\_

Director Print: \_\_\_\_\_

## AGREEMENT

THIS AGREEMENT is made effective this \_\_\_\_ day of June, 2019, by and between the LOGAN COUNTY FAIR & RODEO, 315 Main Street, Sterling, Colorado, hereinafter called LCFR, and Knights Home of Sterling, 421 S. 11<sup>th</sup> Avenue, Sterling, Colorado, a Colorado nonprofit corporation, hereinafter called, Knights.

WHEREAS, LCFR is an annual event being conducted at the Logan County Fairgrounds in the City of Sterling, County of Logan, State of Colorado; and

WHEREAS, the Logan County Fairgrounds includes a Grandstand and Exhibit Center, which is used by the County and by other persons or entities for entertainment and other events during the Logan County Fair; and

WHEREAS, for the safety of the patrons, the Board of Logan County Commissioners desires to adopt this agreement regarding the sale and use of alcoholic beverages sold by the Knights at the Logan County Fairgrounds Grandstand, Exhibit Center and Pavilion (Beer Garden) during the 2019 Logan County Fair to be held August 1, 2019 through August 11, 2019, and the 2020, 2021, 2022 and 2023 Logan County Fairs, dates to be determined.

ACCORDINGLY, the following mutually agreed conditions shall apply to the sale and use of alcoholic beverages during the Logan County Fair in the Grandstand, Exhibit Center and Beer Garden:

- A. Knights will sell alcoholic beverages only in full accordance with all statutes, rules and regulations of the State of Colorado (as stipulated in the Special Events permit issued), as well as these Logan County imposed conditions.
- B. Knights will obtain a Special Events permit to be used for the LCFR at the expense of Knights.
- C. The Fire Marshal shall set occupancy limits for any events or premises at which alcoholic beverages will be sold.
- D. No minors are to be allowed access to the beer garden (defined as the fenced area and Pavilion immediately south of the Grandstands) after 7:00 p.m. Minors may be present prior to 7:00 p.m. only if accompanied by one or more of their parents or guardians.
- E. Knights shall provide a minimum of eight (8) people in the beer garden prior to 7:00 p.m. and after 7:00 p.m., sixteen (16) people will be provided. After 7:00 p.m., the entry gates will also be monitored by four (4) additional people on the slower traffic nights and up to forty two (42) people working in the fenced area south of the grandstands on busier heavy traffic nights. Last call will be 11:30 p.m. and the beer garden will be empty of

patrons by 12:00 o'clock midnight. Knights shall also post two people at each Grandstand entrance, no later than five minutes prior to the conclusion of all Grandstand events where alcoholic beverages are sold and until all event attendees have exited, to monitor persons exiting and prevent them from removing any alcoholic beverages purchased in the beer garden for consumption in the Grandstand. All persons working in the beer garden or serving alcoholic beverages at other locations shall be at least twenty-one (21) years of age.

- F. Knights will not sell alcoholic beverages, at any time, to any person who is visibly intoxicated or is under the legal age twenty-one (21). Representatives of the Knights will participate in training on identification checking procedures, presented by Pioneer Distributing prior to the Fair.
- G. No person or employee of Knights who will be selling alcoholic beverages shall consume the same while on duty.
- H. Patrons are allowed to bring their own food into the beer garden, but no drinking containers may be brought into or taken out of the beer garden. Knights must also provide a non-alcoholic beverage for their patrons. All cups used in the beer garden will be an off brand, not otherwise readily available to the public while on the fairgrounds.
- I. Alcoholic beverages shall be sold only in the designated areas. These are limited to: the fenced area located on the south end of the grandstands and within the Pavilion structure, (the "beer garden"); on the north side of the arena during heavy traffic nights (water, soft drinks, beer, hard beers, and Mike's Hard in various flavors). In addition, a van selling the same beverages as above may be set up in the area east of the grandstand arena, behind the chutes, during PRCA rodeo events, in a mutually determined area south of the Event Center during the county roping event, in mutually determined areas on the north and south sides of the Grandstand arena during the Night Show concert, and in a mutually determined area on the south side of the Grandstand arena during the Tuesday night bull riding event.
- J. All alcoholic beverages sold in any area will be sold in plastic cups, aluminum cans or pre-packaged plastic bottles. A combination of beverages that may contain all or some of the following will be offered: Various flavors of beer, various flavors of Mike's Hard beverages, various flavors of Hard Beers, water, various flavored waters, and various soft drinks. Prices and cup size for the 2019, 2020, 2021, 2022, and 2023 Logan County Fairs will be determined by the Knights and the LCFR and will be reviewed annually.
- K. No food will be sold by Knights unless approved in advance of the Fair by the Fair Manager, Commercial Exhibitor Chairperson, or the Board of County Commissioners.

- L. Heavy traffic events will include up to six-tap keg vans staffed by a minimum of sixteen (16) workers on the north side of the arena and seven (7) on the south side of the arena, and as otherwise permitted in paragraph I, above.
- M. Knights will provide suitable seating and service tables for fourteen tap-handle serving areas for the beer garden, and shall be solely responsible for the rental cost, if any.
- N. In consideration of this agreement, Knights agree to purchase and install roll up doors or other suitable barriers and donate same to LCFR for installation on the west side of the Beer Pavilion. Knights shall purchase and pay the actual cost for these improvements annually, in an amount not to exceed One Thousand Dollars (\$1,000.00) per year for five consecutive years commencing in 2019. Installation shall occur under the supervision of LCFR. In addition, Knights agree to pay LCFR a guaranteed fixed sum of Twelve Thousand Dollars (\$12,000.00) per year for years 2019, 2020, 2021, 2022, and 2023. This amount shall be paid to LCFR annually within twenty (20) days following the conclusion of each applicable Logan County Fair.
- O. Knights shall obtain a policy and furnish a certificate of insurance naming Logan County as additional insured for comprehensive general liability, in the amounts set forth below, at the expense of Knights and no less than thirty (30) days prior to the 2019, 2020, 2021, 2022 and 2023 Logan County Fairs. Work shall not commence under this Agreement until Knights has submitted to LCFR and received approval of, a certificate of insurance showing compliance with the following minimum types and coverage of insurance:

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, property damage and personal injury.

Combined Single Limit for Each Occurrence\$ 1,000,000

Underwriters shall have no right of recovery or subrogation against the LCFR, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of Knights.

The insurance companies issuing the policy or policies shall have no recourse against the LCFR for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Knights.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice to the LCFR by certified mail and return receipt requested.

All insurers must be licensed or approved to do business in the State of Colorado.

At any time during the term of this agreement, the LCFR may require Knights to provide proof of the insurance coverage or policies required herein.

Upon failure of Knights to furnish, deliver and/or maintain such insurance as provided herein, this agreement, at the election of the LCFR, may be immediately declared suspended, discontinued, or terminated. Failure of Knights to obtain and/or maintain any required insurance shall not relieve Knights from any liability under this agreement, nor shall the insurance requirements be construed to conflict with the obligations of Knights concerning indemnification.

- P. No beverages will be given away or consumed by anyone free of charge or without payment being made at the time the beverages are sold. Beverage sales will begin daily at 4:00 p.m. and continue until last call at 11:30 p.m. and closing at 12:00 o'clock midnight.
- Q. The Board of Logan County Commissioners or the Logan County Sheriff may suspend or terminate the sales of alcoholic beverages in the beer garden or in other locations without notice and without further obligation of either Knights or the LCFR.
- R. This is a FIVE year Agreement applicable only to the 2019, 2020, 2021, 2022 and 2023 Logan County Fair and Rodeo.
- S. Knights will supply identification wristbands at its own expense for all alcoholic beverage sales for the duration of the 2019, 2020, 2021, 2022 and 2023 Logan County Fairs.
- T. LCFR will provide the Sheriff's Posse or other law enforcement officers for security at the beer garden, at no cost to the Knights. At a minimum, this will consist of two Posse members or other law enforcement officers stationed within 100 feet of the perimeter of the beer garden from 7:00 P.M. until 10:00 P.M., and three Posse members or other law enforcement officers within 100 feet of the perimeter of the beer garden from 10:00 P.M. until closing at midnight, each night. Two officers will walk through the Beer Garden every 2 hours, approximately from 7:00 p.m. until 12:00 midnight. Representatives of the Knights and LCFR, and Sheriff's Posse representatives, will meet no later than one week prior to the opening of the 2019, 2020, 2021, 2022 and 2023 Logan County Fair to develop a mutually acceptable security action plan.
- U. In the event County Roping events are moved inside, a beer van will be allowed to move to a mutually determined location on the lot south of the Event Center for selling of any of the beverages permitted by this agreement.

- V. Music shall not be allowed in the beer garden at any time during the performance of any events attended by persons seated in the Grandstands.

IN WITNESS WHEREOF, the parties have executed this agreement effective the day and year set forth above.

THE BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

LOGAN COUNTY FAIR & RODEO

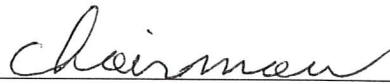
\_\_\_\_\_  
Joseph A. McBride, Chairman

\_\_\_\_\_  
Byron H. Pelton, Commissioner

\_\_\_\_\_  
Jane E. Bauder, Commissioner

KNIGHTS HOME OF STERLING

  
\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Title

## AGREEMENT FOR SERVICE - PROFESSIONAL BULL RIDING EVENT

This Agreement is entered into as of the \_\_\_ day of May, 2019, by and between the LOGAN COUNTY FAIR & RODEO, c/o Board of County Commissioners of Logan County, a political subdivision of the State of Colorado, whose address is 315 Main Street, Sterling, CO 80751 (hereinafter "Logan County") and KEVIN RICH, d/b/a WILD WEST CATTLE COMPANY, whose address is 38050 WCR 53, Eaton, CO 80615 (hereinafter "Contractor").

### RECITALS

WHEREAS, the Logan County Fair & Rodeo is an annual event conducted at the Logan County Fairgrounds in the City of Sterling, County of Logan, State of Colorado; and

WHEREAS, among the events held annually at the Logan County Fair & Rodeo is a Professional Bull Riding performance; and

WHEREAS, Contractor has proposed to produce, manage and supply an arena and rodeo stock for the Professional Bull Riding performance at the 2019 Logan County Fair.

### AGREEMENT

In consideration of the above recitals and the mutual agreements stated below, the parties agree as follows:

1. Dates. Logan County agrees to provide Contractor the use of the arena and grandstands at Logan County Fairgrounds on Tuesday, August 6, 2019, for the production of Professional Bull Riding event, which will commence at 7:00 p.m.
2. Responsibilities of Contractor. The Contractor shall be responsible, at its own cost, for supplying all bull riding stock, labor and personnel, portable arena, sound equipment, office space and equipment, announcers, judges, bullfighters, clown, pickup men, and related supplies and services for complete production of the Professional Bull Riding event with one specialty act consisting of Freestyle Bullfighting, all as more particularly described in the Contractor's written proposal, attached hereto as Exhibit A and fully incorporated herein by reference.
3. Responsibilities of Logan County: Logan County shall be responsible for the following at its sole cost:
  - a. Providing and printing Event admission tickets;
  - b. Providing ticket sellers and ticket takers, prior to and during the Event;

- c. Preparing the grandstand seating areas;
  - d. Removing trash and debris from all stadium areas;
  - e. Providing reasonable security prior to, during and after the Event;
  - f. On-site ambulance services provided during the performance;
  - g. Advertising through Logan County Fair & Rodeo's general fair advertising.
4. Term and Compensation: The term of this agreement shall be for one year, for the performance of the event at the 2019 Logan County Fair. In consideration for the services provided hereunder, Logan County agrees to pay Contractor a fee of Forty Eight Thousand Five Hundred Dollars (\$48,500.00) for the services, which include the Freestyle Bullfighting specialty act option, to be provided at the 2019 Logan County Fair. Such sum shall be payable in full upon completion of the Event. Logan County shall be obligated to pay such fee only if the Event is fully completed as scheduled, and shall not be obligated to pay any sums, nor shall Contractor be obligated to perform this Agreement, if the Event is cancelled as a consequence of inclement weather, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
5. Independent Contractors. The parties acknowledge that the Contractor and any staff provided by the Contractor, or other individuals associated with Contractor in carrying out its responsibilities under this Agreement, are NOT employees of Logan County and will, at all times, be considered and treated as independent contractors.
6. Indemnification and Hold Harmless. Contractor agrees to indemnify and hold harmless Logan County, including its agents and employees, from and against all claims, damages, losses, injuries, and expenses of whatever nature, arising out of or resulting from any acts or omissions of the Contractor, its agents, employees, or assigns.
7. Insurance. At all times while performing the services required hereunder, Contractor shall maintain in full force and effect, at its own expense, comprehensive general liability insurance coverage with a minimum coverage of \$1,000,000 each occurrence, \$1,000,000 general aggregate. Such insurance shall name "Logan County, Colorado, a body corporate and politic," as an additional insured and certificates of insurance for each participating organization shall be provided to Logan County no later than 3 days prior to the commencement of the Event. In addition, Contractor shall provide Worker's Compensation insurance for its employees in the amounts required by Colorado law.
8. Notices. Any notice, request, demand, waiver, or other communication required or

permitted to be given under this Agreement will be in writing and will be deemed to have been duly given only if delivered in person or by first class, prepaid, registered or certified mail, sent to the following persons:

To Logan County:            Board of County Commissioners  
   315 Main Street  
   Sterling, CO 80751

With a copy to:            County Attorney  
   508 S. Tenth Ave.  
   Sterling, CO 80751

To Contractor:            Kevin Rich  
   Wild West Cattle Company  
   38050 WCR 53  
   Eaton, CO 80615

9. Waiver. This Agreement or any of its provisions may not be waived except in writing. The failure of any party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
10. No Third Party Beneficiaries. None of the terms, conditions or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than Contractor or Logan County receiving services or benefits under this Agreement shall be only an incidental beneficiary.
11. No Joint Venture: Nothing contained in this agreement shall be construed to imply that a joint venture or partnership is created by and between the parties.
12. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the parties.
13. Severability. Any term or provision of this Agreement which is invalid or unenforceable will be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining rights of the person intended to be benefitted by such provision or any other provisions of this Agreement.
14. Construction. This Agreement has been negotiated by the parties and, if desired, their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party

drafting this Agreement will not apply in any construction or interpretation of this Agreement.

15. Termination. If, through any cause, Contractor fails to fulfill its obligations under this agreement in a timely and proper manner, or if Contractor violates any of the covenants, conditions, or stipulations of this agreement or otherwise fails to perform the agreement to the sole satisfaction of Logan County, Logan County shall thereupon have the right to, in addition to any other remedies provided by law, immediately terminate this agreement upon giving written notice to Contractor of such termination and specifying the effective date thereof.
16. Assignment. Neither this agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by Contractor without the prior written consent of Logan County.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first set forth above.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

KEVIN RICH  
D/B/A WILD WEST CATTLE CO.

By: \_\_\_\_\_  
Joseph A. McBride, Chairman

By:  \_\_\_\_\_  
Kevin Rich

By: \_\_\_\_\_  
Byron H. Pelton, Commissioner

By: \_\_\_\_\_  
Jane E. Bauder, Commissioner

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

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

Date: June 3, 2019 Project Title: July Jamz

Responsible Party: (Signature)  RICHARD A. ONTIVEROS

Funds Payable to: (Organization) LOGAN COUNTY ARTS LEAGUE (LOCAL)

Mailing Address: PO Box 973, STERLING, CO 80751

By completing this form, the responsible party agrees to **include the words "Funds provided by [www.ExploreSterling.com](http://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: 6/28 - 7/26

Total cost of project: \$ 8,500

Amount requested: \$ 1,300 (15.29%)

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

---

---

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](http://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.

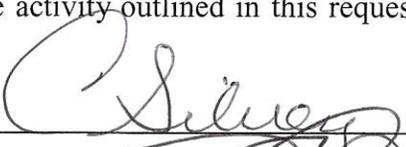
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal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

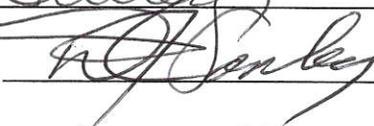
Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. 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 \$ 1300 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 06/03/2019

LCLTB Treasurer's Endorsement  Date: 6/6/2019

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!!**



# TRANSWEST

## Summer Concert Series... July Jamz

Logan County Courthouse Square  
Sterling, Colorado

June 28 to July 26 / free admission / 6pm to 9pm



# Juke Joint Cruisers

June 28 / brought to you by Wright Law Firm, LLC

# Halden Wofford and The Hi-Beams

July 5 / Bank of Colorado & Signal Graphics

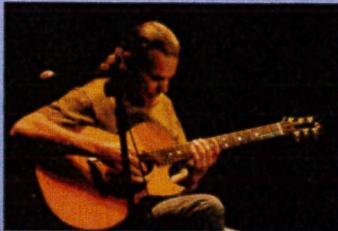


# Maggie Rains and The Crooked Keys

July 12 / sponsored by NJC & Smart Parts

# BILL SMITH & The Jazz Section

July 19 / courtesy of Marick Waste Disposal



# Dave Beegle Acoustic Band

July 26 / brought to you by  
Expert Electric & First Farm Bank

**Title Sponsor**



**CHEVEROLET BUICK**

**Double Platinum**



**Platinum**



**Gold** **Grammy** **Local Sponsors**

- |                                   |                               |                            |                               |
|-----------------------------------|-------------------------------|----------------------------|-------------------------------|
| Bayley Mechanical                 | Dale's Jewelry                | Journal Advocate           | 104.7 The Pirate / Greeley    |
| Cecilia's Kitchen / Jimmy's Pizza | Hootenannies                  | South Platte Sentinel      | 105.7 KPMX and 94.5 The Ranch |
| High Plains Spice Company         | Kim's Fashion Eyewear         | KSID Radio / Sidney, NE    | Signal Graphics               |
| Lenox Realty, LLC                 | Sterling Federal Credit Union | Logan County Commissioners |                               |
| Premier Farm Credit               | The Hot Spot Smokehouse       | Marick's Waste Disposal    |                               |
| Walker Pharmacy                   | Terry's Computer Asylum       |                            |                               |
| Wells Fargo Advisors              | Town Square Realty            |                            |                               |
| Jim Smith / Aaron Stieb           | Zoe's Nook                    |                            |                               |
| TBK Bank                          |                               |                            |                               |

**JULY JAMZ**  
LOCAL  
CREATE. CONNECT. CELEBRATE.

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

THIS AGREEMENT made this (County fills in) 24 day of April, 2019, by and between the County of Logan, State of Colorado, hereinafter called "County", and Peetz Cooperative Telephone 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): 400 Ft. Along North side C.R. 74 & trench across CR 74 NW 4 2-11-51; and

WHEREAS, Applicant desires to install and construct a fiber optic cable, which will be located (Circle along or trench across) CR 74, 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 cable, described above, in the right of way of CR 74, 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 June 1 2019.
- 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.

ROW2019-4      C.R. 74  
Peetz Telephone Co, LLC  
NW4 Section 02-11-51

Applicant hereby releases the County from any liability for damages caused by said Fiber Optic Cable, 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 \_\_\_\_\_

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

Randy Kottwitz  
Printed name

Randy Kottwitz  
Signature

Address: 601 Main St.  
Peetz Co.  
80747

4/24/19 vs# 13453 & 54, Rd.#

Application Fee Paid 250.00

Date 4-24-2019

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

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

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

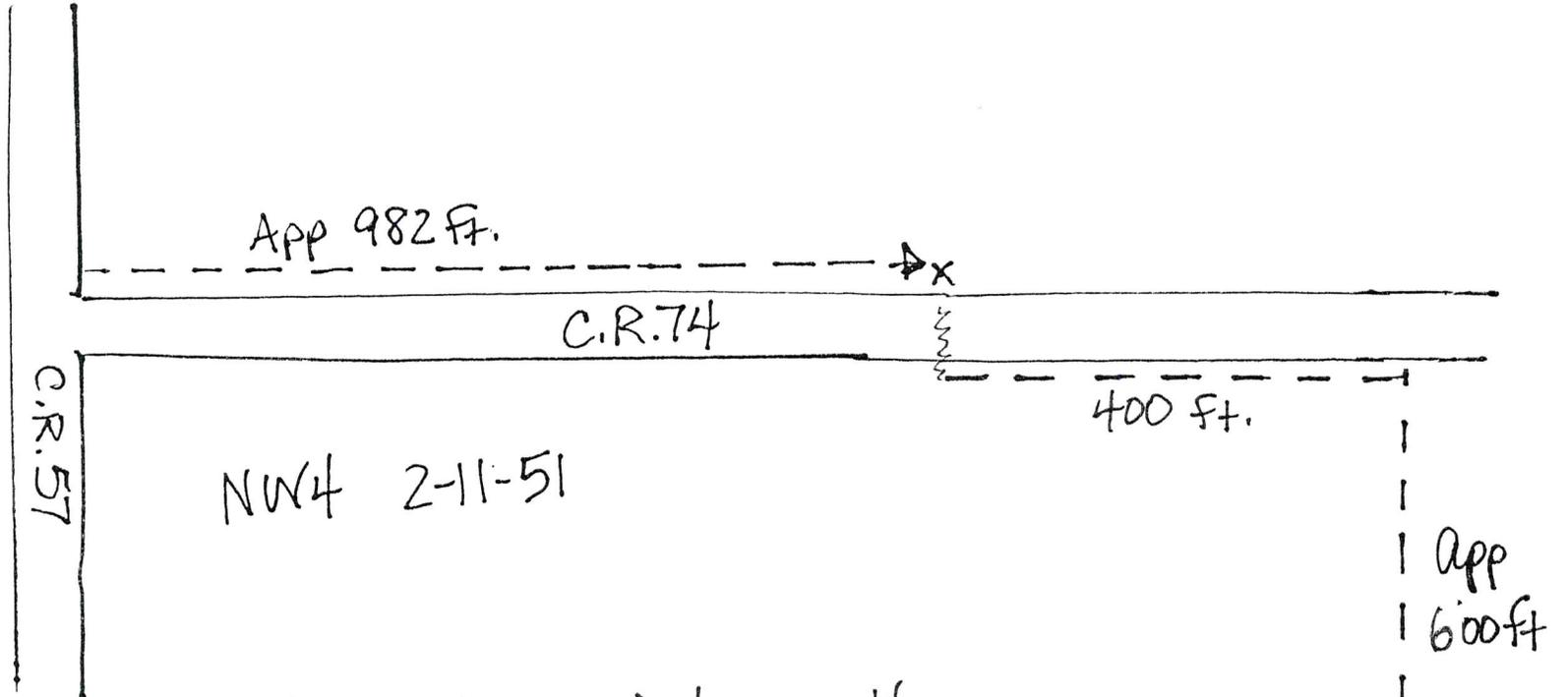
\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

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

ROW2019-4 C.R. 74  
Peetz Telephone Co, LLC  
NW4 Section 02-11-51

SW4 35-12-51

ROW2019-4 C.R. 74  
Peetz Telephone Co, LLC  
NW4 Section 02-11-51



Beginning at a point on the North side of C.R. 74, approximately 982 feet east of the intersection of C.R. 57 and C.R. 74, at point X, trench across C.R. 74 from North to South. Proceed to the east on the south side of C.R. 74 for approximately 400 feet.

100.00  
#11621

# FIREWORKS PERMIT APPLICATION

(PLEASE TYPE OR PRINT CLEARLY)

## APPLICANT INFORMATION

FEE 100.00

NAME Our Town Fireworks DATE 5-10-19

ADDRESS PO Box 248 PHONE 605 381 3091

CITY New Underwood ST SD ZIP 57761

BUSINESS LOCATION 12915 County Rd 37 outside city limits

## BUSINESS OWNER INFORMATION

NAME Boydston Enterprises, Inc. Dale Boydston PHONE 605 484 3077

ADDRESS Same as above

CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

## PROPERTY OWNER INFORMATION

NAME First Christian Church PHONE 470 522 3353

ADDRESS 12915 County Rd 37

CITY Sterling ST CO ZIP 80751

## PROPOSED STRUCTURE

TENT  STAND (WOOD)  STAND (METAL)  TRAILER  OTHER 45' walk thru container  
(SPECIFY)

SIZE \_\_\_ FT. LONG X \_\_\_ FT. WIDE X \_\_\_ FT. HIGH OCCUPANT LOAD \_\_\_\_\_

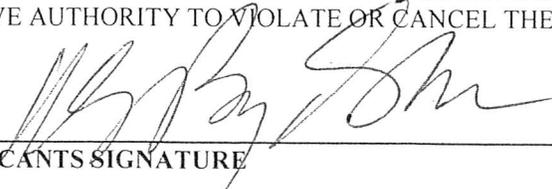
EXITS NO. 2 WIDTH 8' / 36' SEPARATION 40' FACTOR = 30

F/X EQUIPMENT NO. OF EXTINGUISHERS 2 TYPE ABC

## LOGAN COUNTY SALES TAX LICENSE NUMBER

~~02~~ 02 55607 0015

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING FIREWORKS WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW.

  
APPLICANTS SIGNATURE

5/10/19  
DATE

OUR TOWN FIREWORKS  
FIREWORKS STAND FS2019-2  
12915 C. R. 37, Sterling

LOGAN COUNTY PLANNING & ZONING CODE ENFORCEMENT DIVISION

FIRE DEPARTMENT CHECKLIST  
FOR DEPARTMENT USE ONLY

- Proper size, number and separation of exits.
- Exits are illuminated. Fixtures have separate sources of power when the occupant load exceeds 300.
- Exit signs are installed. Fixtures have separate sources of power when occupant load exceeds 300.
- Occupant load sign installed near the front entry/exit.
- NO SMOKING OR OPEN FLAME signs are installed
- Temporary building is structurally stable and anchored to the ground.
- There is a minimum of 50 feet between the stand and any other structure.
- Vegetation has been removed for a distance of thirty (30) feet around the structure.
- Fire extinguishers are of the appropriate type, mounted correctly, in an acceptable location.
- All electrical cords are sufficient in size and in good repair. No open electrical boxes or connections.
- Aisles are a minimum of 44 inches in width.
- No provisions for living inside the structure are present.
- Comments: Sales of Fireworks cannot commence until the Sterling Fire Department and Logan County Planning and Zoning inspections have been passed.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

INSPECTION APPROVED \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
 SIGNATURE FOR BUILDING INSPECTOR

INSPECTION APPROVED \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
 SIGNATURE FOR FIRE DEPARTMENT

SALES TAX LICENSE HAS BEEN ACQUIRED  YES  NO

APPLICATION SUBMITTED ON OR BEFORE JUNE 8  YES  NO

APPLICANT HAS MET ALL REQUIREMENTS OF THE FIRE DEPARTMENT  YES  NO

THE PERMIT FEE HAS BEEN PAID IN FULL  YES  NO *May 16, 2019 J# 11620 Ret. # 765*

PERMIT APPROVED ON THIS DAY \_\_\_\_\_

\_\_\_\_\_  
 Byron H. Pelton, Logan County Commissioner

\_\_\_\_\_  
 Joseph A. McBride, Logan County Commissioner

\_\_\_\_\_  
 Jane E. Bauder, Logan County Commissioner

OUR TOWN FIREWORKS  
 FIREWORKS STAND FS2019-2  
 12915 C. R. 37, Sterling