



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, June 20, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the June 6, 2023, meeting.

Consideration of the appointment of Curtis Swanson as Logan County Veteran's Service Officer.

Consideration of the renewal of an application for a Colorado Beer and Wine License on behalf of Lu's Buffalo Stop, Inc.

Inspection of the Logan County Jail.

Unfinished Business

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Knights Home of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on August 1, 2, 3, 4, 5, and 6, 2023.

Consideration of the award of the proposal for the Trash Disposal for the 2023 Logan County Fair.

Consideration of the approval of an Intergovernmental Agreement between the City of Sterling and Logan County for the County's access to the City's Server Platform and to equitably allocate the costs related to the operation and maintenance of the Server Platform and to memorialize the appropriate protocols for the County's use of the Server Platform.

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

- Beer, Brats and Blues - in the amount of \$600.00.
- Art of BBQ - in the amount of \$800.00.
- July Jamz - in the amount of \$1,200.00.
- Sugar Beet Days - in the amount of \$3,000.00.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Yuma, Morgan, Phillips, Sedgwick, and Washington Counties for the purpose of developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to provide small business loans to assist in economic development.

Consideration of the approval of the following documents required by the Colorado Department of Local Affairs to accompany the Community Development Block Grant

(CDBG) application:

- CDBG Application.
- Citizen Participation Plan.
- Resolution No. 2023-17 Prohibiting the Use of Excessive Force.
- CDBG Anti-Displacement Relocation Assistance Plan.
- CDBG Applicant Statement of Assurances and Certifications.

Consideration of the approval of Resolution 2023-18 and an application for Subdivision Exemption on behalf of Douglas E. Fritzler and Kenneth L. Fritzler to create a 4.229-acre parcel from a 113.209-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, for use as a residence.

Consideration of the approval of an amendment to the Contract for Mental Health Care Services between the Logan County Sheriff's Office and Turn Key Health Clinics, LLC for provision of mental health services to inmates of the Logan County Detention Center.

Consideration of the approval of an Agreement between Logan County and Neste Live! for the purpose of booking talent and providing related production services for the music and stage events – the Josh Turner Night Show with Casey Donahue opening show - for the Logan County Fair, August 5, 2023.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed on Tuesday, July 4, 2023 in observance of Independence Day.

The next regular meeting will be scheduled for **Wednesday, July 5, 2023**, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

June 6, 2023

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

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	EMS
Jeff Reeves	Logan County Road & Bridge
Kevin Blankenship	City of Sterling
Mark Reck	
Bob Lingreen	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Sonnenberg asked if there were any revisions for the agenda. Commissioner McBride added the video services contract with Draper Studios to the agenda. Chairman Sonnenberg continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the May 16, 2023, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's report and Certification of Pay form for the month of May 2023.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of May 2023.

Commissioner Brownell moved to approve the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the award of the proposal for the lease of two new 2023 Tandem Drive Motor Graders for the Road and Bridge Department. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

- Jeff Reeves of Logan County Road & Bridge verbally gave his recommendation to the board for Wagner Equipment.

Commissioner McBride moved to award the proposal for the lease of two new 2023 Tandem Drive Motor Graders for the Road and Bridge Department to Wagner Equipment. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Aims Community College for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Aims Community College for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Commissioner McBride seconded and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with the Fairgrounds Master Plan to guide the vision for Fairgrounds improvements and phasing implementation of those improvements. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with the Fairgrounds Master Plan to guide the vision for Fairgrounds improvements and phasing implementation of those improvements. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with an assessment of the feasibility of potential remodeling and/or additions to the Heritage Center for enhanced recreational programming. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with an assessment of the feasibility of potential

remodeling and/or additions to the Heritage Center for enhanced recreational programming. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the Intergovernmental Agreement between Logan County and Draper Services for a tourism video presentation. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Agreement between Logan County and Draper Services for a tourism video presentation and allow the Chairman to sign. Commissioner Brownell seconded, and the motion carried 3-0.

The Board opened proposals for the 2023 Asphalt Overlay projects in Logan County.

- Simon Asphalt Milling

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the proposals for the 2023 Asphalt Overlay projects in Logan County. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

- Jeff Reeves of Logan County Road & Bridge made a verbal recommendation to accept the bid from Simon Asphalt and use them for the 2023 overlay project.

Commissioner Brownell moved to award the bid to Simon for the 2023 Asphalt Overlay project in Logan County. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit Number 2023-6 for use of the Logan County right of way under County Road 24 for an electrical distribution. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit Number 2023-6 for use of the Logan County right of way under County Road 24 for an electrical distribution. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-13 and an application for Subdivision Exemption on behalf of Propst Farms Inc. to create a 9.21-acre parcel from a 245-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter (NW1/4) of Section 1, Township 6 North, Range 53 West of the 6th Principle Meridian, Logan County, Colorado for use as a residence. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-13 and an application for Subdivision Exemption on behalf of Propst Farms Inc. to create a 9.21-acre parcel from a 245-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter (NW1/4) of Section 1, Township 6 North, Range 53 West of the 6th Principle Meridian, Logan County, Colorado for use as a residence. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-14 approving the application of Owl Hollow, LLC to vacate Subdivision Exemption Plat No. 2005-29, recorded at Reception No. 672406, Book 960, Page 462, of the records of the Logan County Clerk and Recorder. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-14 approving the application of Owl Hollow, LLC to vacate Subdivision Exemption Plat No. 2005-29, recorded at Reception No. 672406, Book 960, Page 462, of the records of the Logan County Clerk and Recorder. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-15 for a Subdivision Exemption on behalf of Owl Hollow, LLC to create a consisting of 7.40 acres from a 124.731-acre parcel in an Agricultural (A) zone district A tract of land located in the Southwest Quarter of Section 25, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado for use as a residence. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-15 for a Subdivision Exemption on behalf of Owl Hollow, LLC to create a consisting of 7.40 acres from a 124.731-acre parcel in an Agricultural (A) zone district A tract of land located in the Southwest Quarter of Section 25, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado for use as a residence. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-16 terminating the declaration of the Covid-19 local disaster emergency. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

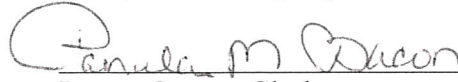
Commissioner McBride moved to approve Resolution 2023-16 terminating the declaration of the Covid-19 local disaster emergency. Commissioner Brownell seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, June 20, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:48 a.m.

Submitted by:



Logan County Clerk

Approved: June 20, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

Submit to Local Licensing Authority

LU'S BUFFALO STOP INC
32351 COUNTY RD #52
Iliff CO 80736

Fees Due		
Renewal Fee		167.50
Storage Permit	\$100 X _____	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LU'S BUFFALO STOP INC		Doing Business As Name (DBA) LU'S BUFFALO STOP INC	
Liquor License # 15-29709-0000	License Type Fermented Malt Beverage On/Off (county)		
Sales Tax License Number 15297090000	Expiration Date 09/03/2023	Due Date 07/20/2023	
Business Address 32351 COUNTY RD #52 Iliff CO 80736			Phone Number 9705220226
Mailing Address 32351 COUNTY RD #52 Iliff CO 80736		Email lvfundus@yahoo.com	
Operating Manager Luann K Fundus	Date of Birth 11/16/54	Home Address 36379 CR # 60 CROOK, CO 80726	Phone Number 970-580-9774
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Luan K Fundus</i>	Title <i>owner / Secretary</i>
Signature <i>Luan K Fundus</i>	Date <i>6-8-2023</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For	Date
Signature	Title
	Attest

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|---|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input checked="" type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate KNIGHTS HOME OF STERLING STERLING, CO 80751	State Sales Tax Number (Required) 98-02773
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 421 S. 11th AVE. STERLING, CO 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) LOGAN COUNTY FAIR GROUNDS 1120 PAWNEE AVE. STERLING, CO 80751
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4. Authorized Representative of Qualifying Organization or Political Candidate DENNIS BOREN	Date of Birth 10/24/54	Phone Number 970-522-5418
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
14408 GREENWAY DR. STERLING, CO 80751

5. Event Manager DON MASIN	Date of Birth 02/25/45	Phone Number 970-522-6467
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Event Manager Home Address (Street, City, State, ZIP) 14727 REBECCA DR. STERLING, CO 80751	Email Address of Event Manager masin5@bresnan.net
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
08/01/23	08/02/23	08/03/23	08/04/23	08/05/23
Hours From 4:00 p.m. To 12:00 a.m.	Hours From 4:00 p.m. To 12:00 a.m.	Hours From 4:00 p.m. To 12:00 a.m.	Hours From 4:00 p.m. To 12:00 a.m.	Hours From 4:00 p.m. To 12:00 a.m.
08/06/23				
Hours From 4:00 p.m. To 12:00 a.m.	Hours From 4:00 p.m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature	Title EVENT MANAGER	Date 05/31/23
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) LOGAN COUNTY	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk 970-522-0888
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF STERLING AND LOGAN COUNTY

The Parties to this Intergovernmental Agreement (“Agreement”) are the CITY OF STERLING, Colorado, a municipal corporation, (“City”), whose mailing address is PO Box 4000, Sterling, Colorado 80751, and the COUNTY OF LOGAN, a body politic and corporate, (“County”), whose mailing address is 315 Main Street, Suite 2, Sterling, Colorado 80751; collectively referred to as the "Parties" and individually as “Party.” This Agreement is effective as of June 1, 2023. The parties hereby agree as follows:

Background

1. Article XIV, Section 18 of the Colorado Constitution and § 29-1-201 *et seq.*, C.R.S., provide for, and encourage, local governments and political subdivisions of the State of Colorado to make efficient and effective use of their powers and responsibility by cooperating and contracting with other governmental entities.
2. The City owns, operates, and maintains a server platform (the “Server Platform”) which the City permits the County to use.
3. Maintaining a single platform to serve both the City and the County promotes public safety and government efficiency.
4. Security protocols governing the County’s access to the Server Platform should be adopted in order to mitigate undue security risk.
5. In order to equitably allocate the costs related to the operation and maintenance of the Server Platform and to memorialize the appropriate protocols for the County’s use of the Server Platform, the parties enter into this Agreement.

Terms and Conditions

Access and Use of the Platform

1. The City shall permit the County to access and utilize the City’s Server Platform remotely. Within thirty days of the mutual execution of this agreement, the County shall provide the City with a list all County Personnel authorized to access the Server Platform. The City will assign all County Personnel with authorized access to the Server Platform a logon name. All County Personnel shall use their logon name and multifactor authentication when accessing the Server Platform. The County shall ensure that only authorized County Personnel access the Server Platform.

2. The City reserves the right to deny or revoke any County Personnel's access to the Server Platform when the County Personnel violates any security protocols. "County Personnel" shall mean employees or other authorized agents of the County. The City agrees to work in good faith with the County to resolve any disagreements as to the City's decision to deny or revoke County Personnel's access to the Server Platform.
3. The County shall submit to the City a written request before authorizing any County Personnel to access the Server Platform, which request the City must approve in writing or by electronic mail. The City shall not unreasonably withhold such approval. However, the City shall have discretion to permit or deny access and to determine the extent of any access and permissions granted. The County shall notify the City when Server Platform access should be disabled for any previously authorized County Personnel.
4. The County shall notify the City and the City's information technology designee immediately if the County becomes aware of any failure, security breach, or other issue with the Server Platform.

Protocol for Transfer of Data to Third Parties or Installation of New Hardware or Software

5. The County shall submit a written request for approval of any new projects requiring transfer of data to third parties or installation of new hardware or software to the City or the City's information technology designee at least forty-five days prior to the proposed data transfer or installation. The City will review and approve or deny the request. The County shall not purchase any services or obligate itself to any third party vendor in connection with the proposed project unless and until the City has approved the request.
6. The City may reasonably condition its approval of any such request and the County shall comply with any such reasonable conditions. The parties agree to work together in good faith to accommodate such requests.
7. The parties agree that the "New Project" costs reflected on Exhibit A shall be paid 2/3rd by the City and 1/3rd by the County. The County and City shall equitably apportion the costs associated with any additional new projects, including but not limited to increased licensing costs and additional labor costs incurred by the City as a result of the request, with the respective apportionment accounts mutually agreed upon by the parties on a case by case basis.
8. The City shall pay for 2/3rds of the costs of server and hardware maintenance costs, storage hardware and maintenance costs, security hardware and

maintenance costs, backup disaster and recovery costs, labor cost for maintenance, general liability and cybersecurity insurance costs and the County shall pay for 1/3rd of those costs.

9. Attached hereto as Exhibit A and incorporated by reference are the total projected costs for 2023, which shall be paid 2/3rds by the City and 1/3rd by the County.
10. The City shall invoice the County for its share of the costs on a monthly basis and the County shall pay those charges promptly after being invoiced.
11. The County releases the City from any liability related to the City's ownership and operation of the Server Platform.

Miscellaneous Terms

12. This Agreement shall be for an initial one-year term, commencing 6/1/2023 and terminating 5/31/2024. Either party may terminate the Agreement by providing the other party written notice not less than ninety (90) days prior to the expiration of the then-current term.
13. This constitutes the entire agreement between the parties and supersedes any and all prior negotiations, understandings, representations, and agreements regarding the subject matter.
14. The courts of Logan County, Colorado shall be the sole and exclusive venue for any litigation arising hereunder.
15. If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.
16. This Agreement may not be assigned without the express written consent of the other party.
17. All notices and communications to the City and the County shall be made in writing (includes electronic communications) and sent to the addresses below.

City of Sterling:
City Manager
P. O. Box 4000
Sterling, CO 80751
kblankenship@sterlingcolo.com

and City's Information Technology Designee:

Les Archuleta
Platinum Technology LLC
210 Main Street
Sterling, CO 80751
LArchuleta@platinumtech.net

County of Logan:

Chairman, Board of Commissioners _____

of Logan County _____

315 Main Street, Suite #2 _____

Sterling, CO 80751 _____

DATED: _____.

CITY OF STERLING, COLORADO

By: _____

Name: _____

Title: _____

ATTEST:

Clerk

COUNTY OF LOGAN, COLORADO

By: _____

Name: _____

Title: _____

ATTEST:

Clerk

EXHIBIT A

Total Costs (to be apportioned 1/3rds to County and 2/3rds to City)

Server and hardware maintenance		Upon Purchase of Capital in 2023, 3-years at no cost.
Storage hardware and maintenance	\$20,148.00	HPe 3PAR SAN Renewal for 2022 - Last years cost waiting for Renewal cost \$15,648.00 Cisco MDS LAN Switch Maintenance Renewals \$4,500.00
Security hardware and maintenance	\$86,905.00	SecureWorks Renewal for 2022 - 2023 - 1 Year \$69,300.00 Cisco 9300 LAN Switch Maintenance Renewals \$6,500.00 Cisco FTD 2100 IPS-Malware-URL Filtering \$6,605.00 Cisco ASA 5516 Firewall
Backup disaster and recovery		Upon Purchase of Capital in 2023, 3-years at no cost.
Maintenance labor	\$136,512	Platinum Technology - Managed Services Agreement
<u>Total</u>	\$243,565.00	

New Project Costs:

Servers Hardware - Upgrades \$86,200.00

Windows 2022 Operating System - Upgrades \$65,266.00

NWS - Tyler Software \$25,790.00

Backup and Disaster Recovery Upgrades \$136,000.00

Switching Core Upgrades \$89,050.00

Less E-911 Contribution of \$100,000.00.

Total Fixed Costs for the Tyler Project to be allocated between the County and the City: \$302,306.00

Fair Manager, Guy McEndaffer
MandMFarms@aol.com



Fair Administrative Assistant, Faith Blankenship
BlankenshipF@logancountyco.gov

315 Main Street | Sterling, CO 80751

970-522-0888 ext 222

2023 Trash Disposal

Proposal to provide trash and debris disposal services at the Logan County Fairgrounds during the 2023 Logan County Fair being held July 27 – August 6.

Specifications are as follows:

1. Four (4) 6 yd; Seventy (70) Toters; and Fifteen (15) 4 yd. dumpsters are to be delivered to the Logan County Fairgrounds between July 24, 2023 and July 26, 2023 to be placed in determined positions prior to the fair.
2. These dumpsters, as well as the totes along the midway/grandstands shall be emptied on a daily basis prior to the beginning of the daily events and daily carnival start-up. Service shall begin July 31, 2023 and continue through August 6, 2023.
3. Disposal service shall keep themselves available for unscheduled pickups when the Fair Board determines the need.

Specifications will be met or payment will be withheld.

Submit your proposal to the Logan County Fair Board by **5 p.m. on April 7, 2023**. All proposals should be submitted in a sealed envelope and marked with "Trash Disposal". The Fair Board will be opening the Proposals on **April 13**, at the Fair Board meeting. Notification will be **April 18**, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

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

This proposal is submitted to the Commissioners of Logan County for the bid of \$ 9,236.39

Waste Management

Name of Organization

Thomas Liguori

480-665-2148

Supervising Agent

Phone Number at Fair Time (cell phone)

222 S. Mill Ave STE 333, Tempe AZ, 85281

480-665-2148

Address

Phone Number

*Table
until
JUNE*

Pricing listed on 4/6yd and toters	Quantity	Rate	Amount
6yd Front load container	4	\$135.00	\$540.00
4yd Front load container	15	\$135.00	\$2,025.00
Delivery of 4/6yd	19	\$90.00	\$1,710.00
Removal of 4/6yd	19	\$90.00	\$1,710.00
Toters (the total covers service during the event)	70	\$22.00	\$1,540.00
Delivery of toters (flat rate	1	\$55.00	\$55.00
Trip/relocate (can be avoided with clear communicaiton)	0	\$135.00	\$0.00
Subtotal			\$7,580.00
Admin Charge			\$8.50
Energy surcharge (formely fuel and environmental)		21.74%	\$1,647.89
TOTAL			\$9,236.39

Signature

Date

*Fuel Surcharge ("FSC"), Environmental Charge ("EVC"), and Regulatory Cost Recovery Charge ("RCR") apply to all other Charges whether or not listed on this summary. These charges are estimated based on current FSC %, EVC % and RCR %, and actual amounts will be calculated at the time of invoicing based on current applicable percentages. Information about these charges and their calculation can be found at <https://support.wm.com/hc/en-us/articles/360028617632-Explanation-of-Common-Charges>

**State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges.

****PRICING ON QUOTE IS ONLY VALID FOR 30DAYS****

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: May 1 2023 Event / Project: Beer, Brats & Blues

Responsible Party: (Signature) [Signature] RICHARD A. O'DONOVAN

Funds Payable to: (Organization) Logan County Arts League

Mailing Address: PO Box 973 Sterling CO

Date(s) of Activity: June 17, 2023

Amount requested: 600⁰⁰

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

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 request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

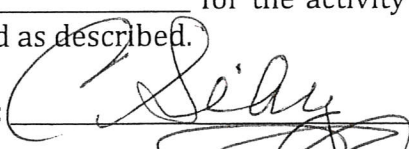
Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

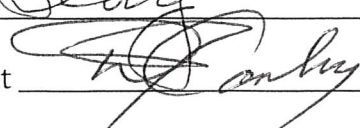
Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

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 \$ 6000 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 6/15/23

LCLTB Treasurer's Endorsement  Date: 6/15/23

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: Beer Brats & Blues

2. DATE(S) OF EVENT: June 17, 2023

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:
ENTERTAINMENT, Market Vendors, Food & Mural Unveiling

4. WHERE WILL EVENT BE HELD? RIVERWALK RV PARK - 555 CHESTNUT ST.

5. IS THIS EVENT ONE-TIME OR ANNUAL? RE-OCCURRING - ?

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?
RADIO ADS - REGIONAL STATIONS -

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 1000 VISITORS -

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? ?

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?
ADDITION OF PUBLIC ARTS PROJECTS IN THE COMMUNITY
TO ATTRACT VISITORS TO OUR AREA -

10. EVENT BUDGET (PLEASE ATTACH)

[Signature]
Signature

May 1 2023
Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding? Follow-up report?

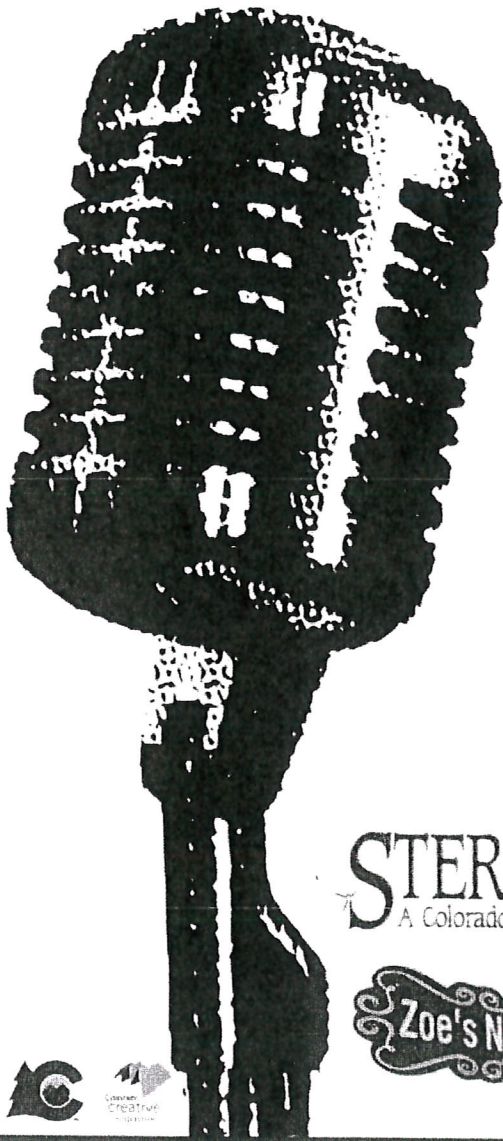
Beer, Brats and Blues Mural Unveiling

June 17th 2023 Rough Budget

Expense

Advertising.....	\$600
Entertainment.....	\$600
Barn Quilts.....	\$690
Insurance.....	\$350
Mural.....	\$25,000
<u>Total Expenses.....</u>	<u>\$27,240</u>

BEER BRATS & BLUES



PRESENTED BY



LOGAN COUNTY
CHAMBER OF COMMERCE
CONNECTIONS > ENGAGE < PROMOTE



THE TIPSY COW
BAR + GRILL
SINCE 2021

LOCAL MURAL UNVEILING

Sponsored by

RIVERWALK RV PARK

June 17th, 2023
555 Chestnut Street
10am- 3pm

11:00am Mural Ribbon Cutting
Some Girls and a Mural

Beer and Brats by The Tippy Cow
Kids Cow Train

MURAL MARKETPLACE VENDORS

Live Blues by The Circuit Breakers

Northeastern Dance Academy 12pm
Country Kick Up 1pm

sterlingcreatedistrict@gmail.com

STERLING
A Colorado Treasure

NM
ASTE MANAGEMENT

DANCE

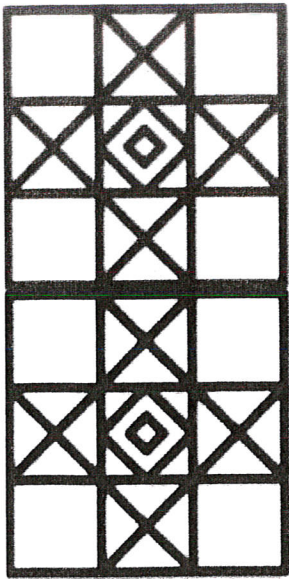
Zoe's Nook

Boudoir by
Nicole

EMPOWERING THE EVERYDAY WOMAN

AREA WIDE REALTY
Family Owned & Operated





PRESENTS

BARN QUILT AUCTION

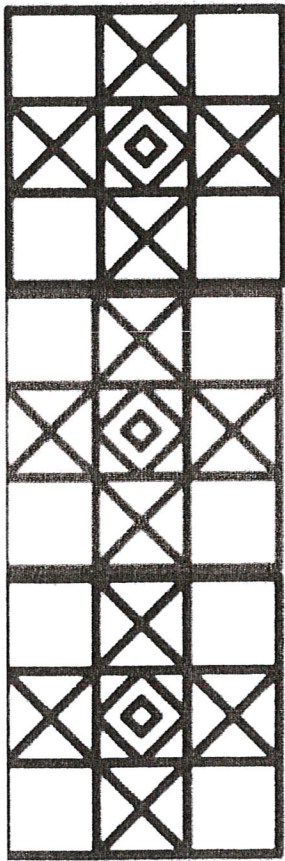
PROCEEDS BENEFIT THE
CONSTRUCTION OF THE NEXT LOCAL
MURAL

AUCTION WILL BE HELD AT
THE BEER, BRATS AND BLUES -
MURAL UNVEILING

JUNE 17TH 2023
AUCTION WILL BEGIN AT 12:30PM
555 CHESTNUT STREET

BARN QUILTS MOUNTED OUTSIDE
WILL BE LISTED ON THE NEW LOGAN
COUNTY BARN QUILT TRAIL AND
LOGANCOUNTYARTSLEAGUE.COM

STERLINGCTRATIVEDISTRICT@GMAIL.COM



THIS FORM HAS CHANGED - PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: May 1, 2023 Event / Project: Art of BBQ

Responsible Party: (Signature)  - RICHARD A. OUTWATER

Funds Payable to: (Organization) Logan County Arts League

Mailing Address: PO Box 973 Sterling CO

Date(s) of Activity: June 30 & July 1 2023

Amount requested: \$100⁰⁰

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

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 request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.


Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

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 \$ 200.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 6/5/23

LCLTB Treasurer's Endorsement  Date: 6/5/23

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: 2nd Annual Act of BBQ

2. DATE(S) OF EVENT: June 30 & July 1 2023.

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

BBQ COMPETITION SANCTIONED BY KCBS & ROCKY MOUNTAIN BBQ ASSOC. PROFESSIONAL & AMATEUR TEAMS.

4. WHERE WILL EVENT BE HELD? Logan County Courthouse Square

5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual #2

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

USE OF RADIO IN SIOUX, NE, GREAT & FERRIS COLLINS - MORGAN WASHINGTON & YUMA -

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 1000+ THROUGHOUT THE DAY

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? ?

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

WITH OVER 20 TEAMS & 30 JUDGES FROM AROUND THE U.S. LODGING, DINING & SHOPPING IN SIOUX

10. EVENT BUDGET (PLEASE ATTACH)

[Signature]
Signature

May 1, 2023
Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?

Follow-up report?

The Art of BBQ June 30th – July 1st 2023

Rough Budget

Income

Team Entry Fees — 35teams @ \$250	\$ 8,750
Backyard Entry Fees – 15 teams@\$ 100.....	\$1,500
Sponsorships.....	\$10,000
People Tasting @ \$25ea /100 tickets.....	\$2,500
Total Income	<u>\$22,750</u>

Expense

Prize Money.....	\$10,000
Security.....	\$500
Trophies & Ribbons.....	\$1,000
Insurance.....	\$350
Electrical.....	\$ 0
Sanctioning Fees.....	\$750
Sanitation	\$500
Trash pick-up and clean up.....	\$500
KCBS Rep Travel	\$500
Judging Materials, Info materials, website.....	\$500
Total Expenses.....	<u>\$14,150</u>
Net to Organizer:	\$8,600

THIS FORM HAS CHANGED - PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: MAY / 2023 Event / Project: JULY JAZZ - SUMMER CONCERTS

Responsible Party: (Signature) [Signature] - RICHARD A. DOMINGOS

Funds Payable to: (Organization) LOGAN COUNTY ARTS LEAGUE

Mailing Address: PO Box 973, Sterling CO

Date(s) of Activity: JUNE 30, JULY 7, 14, 21 & 28

Amount requested: 1200⁰⁰

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
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4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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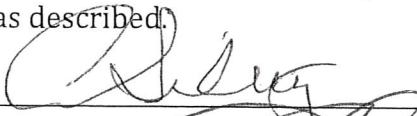
Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.


Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

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 \$ 1200⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 6/5/23

LCLTB Treasurer's Endorsement  Date: 6/5/23

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: July June - Summer Concerts

2. DATE(S) OF EVENT: June 30, July 7, 14, 21 & 28

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

OUTDOOR Summer Concert Series -
- FREE ADMISSION -

4. WHERE WILL EVENT BE HELD? Logan County Courthouse Square

5. IS THIS EVENT ONE-TIME OR ANNUAL? ANNUAL - 19th SEASON.

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

USE OF RADIO STATIONS IN SIDNEY, MO; GREELEY &
Fort Collins. Regional Stations in Morgan, Washington
& other counties.

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 1000+ per concert

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? ?

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

FEATURING A VARIETY OF GENRES OF MUSIC, WEEKLY -

10. EVENT BUDGET (PLEASE ATTACH)

[Signature]
Signature

May 1, 2003
Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?

Follow-up report?

July Jamz 2023
Sponsorship / Other Revenue / Expenses

Performer Fees			
6/30	The McDeviants		\$ 1,500.00
		BCLS	\$ 700.00
7/7	Rascal Martinez		\$ 1,800.00
		BCLS	\$ 700.00
7/14	Delta Sonics	includes sound	\$ 1,400.00
7/21	Mud County		\$ 1,200.00
		BCLS	\$ 700.00
7/28	DOTSERO		\$ 1,800.00
		BCLS	\$ 700.00
Total Fees			\$ 10,500.00
Budget			\$ -
over/under			(10,500.00)

Title Sponsor (\$5000)

Triple Platinum Sponsor (\$3000)

Double Platinum (\$2000)

Better Electric	\$ 2,000.00
-----------------	-------------

Platinum (\$1000)

Expert Electric	\$ 1,000.00
Transwest	
Wright Law Firm	

Gold (\$500)

Kim's Fashion Eyewear
Murphy Insurance
Smart Parts
Wells Fargo Advisors
Williams Lowery Fredregill Law Firm

Double Grammy (\$250)

Bank of Colorado	
Bayley Mechanical	\$ 250.00
Cecilia's Kitchen	
Chamberlin's LLC	
Collectibles & Moor	
Dianne Budin at Vandenberg Realty	
High Plains Spice Company	
Kutchar & Associates	\$ 250.00
Premier Farm Credit	
Sterling Federal Credit Union	
Stonegate Horizons	
TBK Bank	
Zoe's Nook	
Town Square Realty	\$ 250.00

Grammy (\$100)

Bob Blach / New York Life	
Brenda Robinette Insurance Agency	\$ 100.00
First Farm Bank	\$ 100.00
Dales's Jewelry	\$ 100.00
Hootenannies	
Hot Java Express	
Jackson Insurance Agency	\$ 100.00
KC's Music, Electronics & Antiques	
Northeast Colorado Title Company	
PFS Insurance	
Sir's Hair Styling	\$ 100.00
Sterling Creatives	
Sweetly Vintage	\$ 100.00
Takara	
Terry's Computer Asylum	\$ 100.00
First Farm Bank	\$ 100.00
Walker Pharmacy	\$ 100.00

Total Sponsorship / Other Revenue \$ 4,650.00

Advertising Cost

KPMX & 94.5 The Ranch	\$ 304.00
KSID / Sidney, NE	\$ 301.00
Journal-Advocate / SPS	\$ 200.00
104.7 The Pirate / Greeley	\$ 300.00
Lodging Tax Board Request	\$ 1,105.00

Other Expenses

Tee Shirts for volunteers	\$ -
Tee Shirts for frozen T Challenge	\$ -
promo items Flexi Flyers w/logo	\$ -
Liability Insurance	\$ 1,200.00
Sterling Trophy	\$ -
Total	\$ 1,200.00

Media "In-Kind" Sponsors

J-A / SPS	\$ 1,000.00
KSID / Sidney	\$ 250.00
KPMX / 94.5 The Ranch	\$ 1,000.00

Other "In-Kind" Sponsors

Maricks Waste Disposal	sponsor	\$ 1,000.00
Signal Graphics	posters and other printing	
Logan County Commissioners	Gazebo	

Contacts

Made	Pledged
21st Century	
Adams Bank & Trust	800.422.3488 x2416
All American Glass	
Bank of Colorado	522.3333
Bank of the West	522.2495
Bayley Mechanical	
Bedford Furniture	
Better Electric	
Blatner Energy	
BNSF	
Brenda Robinette Insurance Agency	
Cattleya by Steele Terrain	
Cecilia's Kitchen/Jimmy's	
Chamberlin's LLC	
Colter Energy	
Common Grounds Coffeehouse	
Common Grounds Coffeehouse	
Culligan Water	
Dale's Jewelry	
Dianne Budin at Vandenberg Realty	
EB Autos	
Edward Jones / Ann Bowey	
Edward Jones / Brandon Steele	
Edward Jones / Niki Swedlund	
Ella Js / My Flower Barn	
Equitable Savings	
Expert Electric	
First Farm Bank	
Furniture Mart	
Gilded Rags	
GOAL Academy High School	
High Plains Spice Company	
Hill Chiropractic	
Hilltop Garage	
Holiday Inn Express (In-Kind)	
Holly Chiropractic	
Hootenannies	
Horizon Motor Sports	
Hot Java Express	
Hulbert & Associates	
Jackson Insurance Agency	
Johnson & Associates	
Journal Office	
KC's Music	
Kim's Fashion Eyewear	
Kor	
Kutchar & Associates	
Kutchar & Associates	
Lenox Realty, LLC	
Lorenzo Apothecary	
Mancks Waste Disposal (In-Kind)	
Murphy Insurance	
NEXTERA ENERGY	
Nichols Tillage	
NJC	
Northeast Colorado Title Company	
Oi Man Stitchin'	
Performance Plus	
PFS Insurance Group	
Pioneer Distributing	
Platinum... Les Archuleta Jr.	
Platte Valley Hearing Center	
Precision Homes	
Premier Farm Credit	
Quinn Marie Salon	
Red's Wine Boutique	
RiverStation	
Sacred Matter	
Sam & Louie's	
Simkin's Parfour	
Sir's Hair Styling	
Smart Parts	
South Platte Auto	
Sterling Dental	
Sterling Federal Credit Union	
Stewart Title	
Sweetly Vintage	
TBK Bank	
Terry's Computer Asylum	
The Hot Spot Smokehouse	
The Wax Room	
Town Square Realty	
Transwest Chevrolet Buick	
Viaero Wireless	
Walker Pharmacy	
Wells Fargo	
Wells Fargo Advisors / Jim Smith & Aaron Stieb	
Williams Lowery Fredregill Law Firm	
Wright Law Firm, LLC	
Yetter	
Zoe's Nook	

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: 1 May 2023 Event / Project: Sugar Beet Days

Responsible Party: (Signature) Maria Keyhane

Funds Payable to: (Organization) Sugar Beet Days

Mailing Address: 403 N Division Ave Sterling, CO 80751

Date(s) of Activity: September 15th, 16th + 17th 2023

Amount requested: \$3500⁰⁰

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

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 request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.


Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

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 \$ 3000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 6/15/23

LCLTB Treasurer's Endorsement  Date: 6/15/23

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: Sugar Beet Days
2. DATE(S) OF EVENT: September 15th, 16th, 17th 2023
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:
43 Rd Annual Sugar Beet Days, fall festival of crafts, entertainment and social time.
4. WHERE WILL EVENT BE HELD? Logan County Courthouse Square
5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual
6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?
Word of mouth, Newspaper Advertising, Radio Advertising reaching 3 to 4 state circulation, Social Media on Facebook reaching infinity
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 25,000
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 30
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?
Actively encourages sales, reputation for being social gathering, vendors requested, brings more vendors, more opportunity to invite additional people to this area.
10. EVENT BUDGET (PLEASE ATTACH)

Wanda Johnson
Signature

1 May 2023
Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?

Follow-up report?

INTERGOVERNMENTAL AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

THIS AGREEMENT, made this 20th day of June, 2023, by and among the following:

1. Yuma County Board of Commissioners
2. Logan County Board of Commissioners
3. Morgan County Board of Commissioners
4. Phillips County Board of Commissioners
5. Sedgwick County Board of Commissioners
6. Washington County Board of Commissioners

WHEREAS, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

WHEREAS, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to:

Provide small business loans to assist in economic development.

NOW THEREFORE, the parties hereby mutually agree as follows:

1. Designation of Lead Party. Yuma County Board of Commissioners shall act as the lead party in developing and carrying out said proposed CDBG project.
2. Responsibilities of Lead Party. In its capacity of lead party, Yuma County Board of Commissioners shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping, reporting and other requirements of the CDBG program contained in the Applicant Statement of Assurances and Certifications, and in the grant contract with the state, except those specified in Paragraph 3 hereinafter.
3. Responsibilities of All Parties. Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:
 - a) adopting a required Citizen Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and substantially changing project activities;
 - b) identifying its community development and housing needs, including the needs of low- and moderate-income persons, and the activities to be undertaken to meet such needs; and

- c) adopting a required Antidisplacement and Relocation Assistance Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and,
- d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation to Yuma County Board of Commissioners demonstrating its compliance with the requirements specified in the Paragraph 3 and Yuma County Board of Commissioners shall retain such documentation and other required records and documents for the period of time specified by the State.

- 4. Contracting. Yuma County Board of Commissioners shall contract with Northeastern Colorado Revolving Loan Fund or, with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Yuma County Board of Commissioners under this Agreement and its grant contract with the State.
- 5. Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This Agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.
- 6. Modification and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

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

 Scott Weaver, Chairperson
 Yuma County Commissioners

 Jerry A. Sonnenberg, Chairman
 Logan County Commissioners

 Gordon Westhoff
 Morgan County Commissioners

 Garold Roberts
 Phillips County Commissioners

 Donald Schneider
 Sedgwick County Commissioners

 LeaAnn Laybourn
 Washington County Commissioners

** Additional signatures are required only in the case of "multi-jurisdictional" applications. If this is a multi-jurisdictional application, the Chief Elected Official of each party participating in the application must sign.

APPLICATION CHECKLIST
COMMUNITY DEVELOPMENT BLOCK GRANT
BUSINESS LOAN FUND

Applications will be considered on an on-going basis if funds are available. For multi-jurisdictional applications, a copy of the application must be available for public review in each participating jurisdiction as required by HUD. A complete Community Development Block Grant (CDBG) application consists of the following:

- Application Forms.** Forms should contain the signature of the chief elected official. In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.
- Applicant Statement of Assurance and Certifications.** In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to sign this form.
- Citizen Participation Plan.** One signed original by the chief elected official. In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Citizen Participation Plan and to submit it with the application.
- Public Hearing.** Original publisher's affidavit with an attached copy of the public notice. At least one public hearing must be held prior to the submission of an application. Adequate notice of the public hearing must be published at least once in a newspaper of general circulation at least 5 days prior to the public hearing. It should also be posted in the City/Town Hall or County Courthouse and in other places frequented by the public, especially low and moderate income persons, benefiting from or affected by proposed CDBG activities. In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to publish a notice pertaining to the public hearing in at least one newspaper in their jurisdiction having area-wide circulation and each participating jurisdiction is required to hold at least one public hearing. This may be one combined public meeting if properly advertised in the other jurisdictions.
- Intergovernmental Agreement.** Required only in the case of a multi-jurisdictional application. A fully executed, legally binding cooperation agreement between the designated lead jurisdiction and all other directly participating municipalities and counties signed by the chief elected official of each jurisdiction.
- Residential Anti-displacement and Relocation Assistance Plan.** In the case of a multi-jurisdictional application, all directly participating jurisdictions are required to have a Residential Anti-displacement and Relocation Assistance Plan and to submit it with the application.

CDBG ECONOMIC DEVELOPMENT APPLICATION FORMS

Please forward the completed application to:

Colorado Department of Local Affairs

Alyson Anderson

1313 Sherman Street, Room 521

Denver, CO 80203

alyson.anderson@state.co.us

(720) 387-0267

Applicant: Northeastern Colorado Revolving Loan Fund Date: _____

Address: 719 S Main St, P O Box 262 Phone: 970-848-3150

Yuma, CO 80759

Contact: Valerie Hibbert Title: CEO

UEI (SAM) No. RN44GMABLDK7

Service Area: Logan, Morgan, Phillips, Sedgwick, Washington and Yuma Counties.

Funds Requested: \$1,160,000

Proposed CDBG Activity Budget:

Activity	Amount	Source	Status
<i>Example</i>	<i>\$250,000</i>	<i>CDBG, borrower</i>	<i>Proposed</i>
1. Assistance to Businesses	\$1,000,000	CDBG Grant	Subject to OED approval
Proposed Leverage	\$1,100,000	Revolved, Banks etc.	Subject to lender approval and business equity
2. Administration	\$305,846	Revolved	Pd from revolved funds

Proposed Match	\$160,000	CDBG Grant	Subject to OED approval
3. Other (Describe if any)			

Proposed Administration Budget: (Annually)

Activity	Total Funds	CDBG Funds	Other Funds	Source
Personnel (list by Position)				
CEO/Administrator	109,314	32,000	77,314	CDBG/Revolved
Administrative Assistant	49,809	15,000	34,809	CDBG/Revolved
Operating	65,800	30,000	35,800	CDBG/Revolved
Travel and Vehicle	8,000	3,000	5,000	CDBG/Revolved
Other	232,923	80,000	152,923	CDBG/Revolved

Other Funds Requested or Committed:

None

Please describe how the proposed BLF policies address the following required elements:

1. Job Creation/Retention (National Objective)

In consideration of our loan, the borrower must agree to create or retain, within 12 months from closing, one permanent job for each \$20,000, or fraction thereof, loaned by NCRLF. Permanent jobs are defined for seasonal workers as those which are their main source lasting over 6 months of the year. At least 51% of the jobs created or retained shall be filled by low-to-moderate income persons according to CDBG guidelines. Micro Enterprises Loan Fund utilizes the same CDBG guidelines. Job tracking is accomplished through audits conducted by NCRLF.

2. Business Types

The purpose of NCRLF is to create new employment and expand the economic base through the provision of investment capital to new and expanding businesses within the Northeastern Colorado area. It is the intent of NCRLF to offer loans to applicants that otherwise could not obtain conventional financing. It is no a replacement for or in competition with established loan sources. It is the intent of NCRLF to loan to those projects that expand available dollars in the area through the creation of new businesses and/or recapture of business previously lost. It is not the purpose of NCRLF to help finance projects that compete and/or dilute the economic base now shared by existing business. To do so would be to weaken the existing economy further and threaten employment.

3. Minimum and Maximum Loan Amounts

\$20,000 to \$250,000 – Loans up to \$20,000 may be handled through the use of revolved funds.

4. Leveraging

All applicants must exhaust conventional and other sources of capital before becoming eligible for NCRLF funds. If this results in a financing GAP, the NCRLF will review the loan request. The standard leveraging required is 50% applicant to 50% NCRLF.

5. Rates and Terms

Interest rates vary from 4% to 20%, however, loan rates shall be no higher than the New York Prime plus 1.5%. Terms are between 3 and 10 years depending on our analysis of prospect's cash flow and type of collateral being offered. Equity positions will also be considered and will be limited to preferred stock carrying a cumulative dividend, in lieu of interest. Payments are normally made monthly but may be modified after analysis to insure business profitability.

6. Fees

An application (analysis) fee of \$50 may be charged with the loan application. An origination fee of 2% of principal loaned will be charged. Other incidental costs (such as filing fees) may be charged.

7. Use of Proceeds

Funds loaned are generally used to purchase equipment, furniture, fixtures or to provide working capital. Any project triggering Davis-Bacon is not permitted according to our by-laws. All requirements for documentation of use of proceeds as required by HUD regulations are adhered to.

8. Collateral Requirements

Any collateral available for attachment will be executed. This includes trust deeds on real estate and UCC filings of security interest on equipment, accounts receivable and inventory. Personal guarantees are also required.

9. Types of Assistance

Loans are the predominant forms of assistance provided. We do consider and have taken equity positions in lieu of loans. These have been preferred, cumulative stock with an expected rate of return. The NCRLF also provides financial advice and counseling to businesses in its region and also works closely with SBDC in Northeastern Colorado area.

Past Performance:

CDBG Total Assistance	6,572,105
CDBG Administration	800,730
CDBG Business Assistance	5,802,875
Admin/Business Assistance Ratio	14%
# Loans Made	61
Jobs Created/Retained	779.5
Low/Moderate Jobs Created/Retained	541.25
% Low/Mod Jobs	69.4%
# Defaults	12
CDBG Funds Lost to Default	963,792
Loss as a % of Total Assistance	14.6%

Loss as a % of Loans Made	16.6%
Leveraged Funds Proposed	13,815,000
Leveraged Funds Actual	40,759,247

Management:

1. Please describe your proposed administrative structure. Specify who is responsible for completed defined tasks. Be specific.

Name, Title, Responsibilities

Project Manager/Coordinator – Valerie Hibbert

Pertinent Experience-15 years with NCRLF. Experience in loan underwriting, budget, and compliance with regulations. Knowledge and experience in loan and business plans, fiscal accounting, leveraging, investments, and sources of ongoing business assistance, administration of project on daily basis.

Responsibilities- Will act as the responsible administrator, direct supervisor of fiscal administrator. Will receive reports and recommendations of NCRLF advisory board. Technical business plan review, fiscal administration, preparation of monthly reports, packaging of loans including use of SBA and CHFA programs, monitoring loans on a quarterly basis for compliance and need for technical help.

Fiscal Administrator/Coordinator/Administrative Assistant – Andrea Anzlovar

Pertinent Experience – 9.5 years in position

Responsibilities-Financial and accounting administration, and other duties as assigned.

2. Describe the composition of your loan committee. Describe its relationship to the governing board.

The loan committee and governing board are one in the same. The Northeastern Colorado Revolving Loan Fund Loan Advisory Committee is composed of 2 representatives from each entity for a total of 12 eligible voting members. The committee shall review loan applications, receive reports and recommendations from the NCRLF Project Coordinator and provide guidance and direction to same, provide recommendations to project manager, recommend goals, objective, loan rates, and strategies, and be a communication link to the public.

3. Describe the relationship between the BLF and the unit of local government which is sponsoring this application.

A sub-grantee agreement (management contract) is in effect between the Lead County (Yuma) and the Northeastern Colorado Revolving Loan Fund,(501C3, non-profit corporation). This contract defines the role of the NCRLF in providing the services of a revolving loan fund.

4. Describe the relationship between the BLF and lending institutions in the service area.

The NCRLF has established a personal relationship to all banks in the service area. All have information about the revolving loan fund's policies and procedures. A regular program is in effect to keep them informed and up to date on the NCRLF's activities. Most banks now refer potential small loan clients to the NCRLF for review.

5. How does the BLF relate and coordinate with other economic development activities in the area?

The NCRLF board's policy is to encourage all aspects of economic development in the service area and has directed its administrator to work to this end. She also has a working relationship with all chambers of commerce, volunteer economic development organizations, and all professional economic developers in the service area.

6. Please attach a proposed project list/pipeline. The list should include the type of project, amount requested and status.

Logan County	Manufacturing	\$500,000
All Counties	Micro Enterprise Loan Fund	\$500,000

7. Please attach a copy of your Loan Policy for regular and micro enterprise loans.

To the best of my knowledge and belief, statements and data in this application are true and correct and their submission has been duly authorized by the governing body of all participating jurisdictions.

Scott Weaver, Chair

Yuma County, Lead County

Date

Jerry Sonnenberg, Chair

Logan County

Date

Gordon Westhoff, Chair

Morgan County

Date

Garold Roberts, Chair

Phillips County

Date

Donald Schneider, Chair

Sedgwick County

Date

LeaAnn Laybourn, Chair

Washington County

Date

EXHIBIT I-B
Community Development Block Grant Program

APPLICANT STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies that:

(a) It possesses:

(1) Legal authority to apply for the grant and to execute the proposed project, and its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer and/or other designated official representatives to act in connection with the application and to provide such additional information as may be required; and

(2) Has developed its application, including its projected use of funds, so as to give maximum feasible priority to activities that will benefit low and moderate income persons or aid in the prevention or elimination of slums or blight. (The requirement for this certification will not preclude the State from approving an application where the applicant certifies and the State determines, that all or part of the proposed project activities are designed to meet other community development needs that have arisen during the preceding twelve-month period and have particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and where other financial resources are not available to meet such needs.) Furthermore:

(A) With respect to activities it claims benefit low and moderate income persons, it has determined and documented that not less than fifty-one percent (51%) of the beneficiaries of the activity are low and moderate income persons; and

(B) With respect to activities it claims aid in the elimination of slums or blight, it has determined and documented:

(i) For activities to address slums or blight on an area basis:

(I) The area meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(II) Throughout the area, at least twenty-five percent (25%) of the buildings are in a state of deterioration or two or more types of public improvements are in a state of deterioration;

(III) Documentation is being maintained on the boundaries of the area and the condition which qualified the area at the time of its designation; and

(IV) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area.

(V) Rehabilitation will only be undertaken on residential structures which are not occupied by low and moderate income persons if such structures are substandard under local definition, and provided that all deficiencies making such structure substandard must be corrected before less critical work on the structure may be undertaken;

(ii) For activities to address slum or blight on a spot basis, the activities must be designed to eliminate specific conditions of blight or physical decay and must be limited to acquisition, clearance, relocation, historic preservation and rehabilitation of buildings, but only to the extent necessary to eliminate specific conditions detrimental to public health and safety.

(b) It is following a detailed citizen participation plan which:

(1) Provides for and encourages citizen participation with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Community Development Block Grant (CDBG) funds are proposed to be used;

(2) Provides citizens with reasonable and timely access to local meetings, information, and records relating to its proposed and actual use of CDBG funds;

(3) Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by the applicant;

(4) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;

(5) Provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and

(6) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

(c) It has provided for and encouraged citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which CDBG funds are proposed to be used, by:

(1) Furnishing citizens information concerning the amount of funds available for proposed community development and housing activities and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and its plans for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;

(2) Publishing a proposed project plan/application in such a manner to afford citizens an opportunity to examine its content and to submit comments on the proposed project plan/application and on the community development performance of the jurisdiction(s);

(3) Holding one or more public hearings, as indicated below, to obtain citizen views and to respond to proposals and questions related to community development and housing needs, proposed activities and past CDBG performance. All hearings were held no sooner than five days after notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped and for the needs of non-English speaking residents where a significant number of such residents could have been reasonably expected to participate.

<u>Applicant/Participant*</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

* In the case of a "multi-jurisdictional" application, each participating municipality and county must hold at least one public hearing.

- (4) As applicable, providing citizens with reasonable and timely access to local meetings, information and records regarding its proposed and past use of CDBG funds;
- (5) In preparing its project plan/application, considering any such comments and views and, if deemed appropriate, modifying the proposed project plan/application;
- (6) Making the final project plan/application available to the public;
- (7) Identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs.

(d) In the event it is awarded CDBG funds by the State it will:

- (1) Follow a residential anti-displacement and relocation assistance plan which shall:
 - (A) In the event of such displacement, provide that:

- (i) Governmental agencies or private developers shall provide within the same community comparable replacement dwellings for the same number of occupants as could have been housed in the occupied and vacant occupiable low and moderate income dwelling units demolished or converted to use other than for housing for low and moderate income persons, and provide that such replacement housing may include existing housing assisted with project based assistance provided under Section 8 of the United States Housing Act of 1937;
 - (ii) Such comparable replacement dwellings shall be designed to remain affordable to persons of low and moderate income for 10 years from the time of initial occupancy;
 - (iii) Relocation benefits shall be provided for all low or moderate income persons who occupied housing demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:
 - (I) compensation sufficient to ensure that, for a 5-year period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or,
 - (II) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under sub clause (I) to permit the household to secure participation in a housing cooperative or mutual housing association.
 - (iv) Persons displaced shall be relocated into comparable replacement housing that is:
 - (I) decent, safe, and sanitary;
 - (II) adequate in size to accommodate the occupants;
 - (III) functionally equivalent; and,
 - (IV) in an area not subject to unreasonably adverse environmental conditions;
- (B) persons displaced shall have the right to elect, as an alternative to the benefits under this subsection to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 if such persons determine that it is in their best interest to do so; and,

- (C) where a claim for assistance under subparagraph (A)(iv) is denied by grantee, the claimant may appeal to the State, and that the decision of the State shall be final unless a court determines the decision was arbitrary and capricious.
 - (2) Comply with the provisions of the above paragraph (1) except that paragraphs (A)(i) and (A)(ii) shall not apply in any case in which the Secretary of the U.S. Department of Housing and Urban Development finds, on the basis of objective data, that there is available in the area an adequate supply of habitable affordable housing for low and moderate income persons. A determination under this paragraph is final and not reviewable.
 - (3) Provide citizens with reasonable notice of, and opportunity to comment on, any substantial change proposed to be made in the use of CDBG funds from one eligible activity to another by following the same procedures required in paragraph (c) for the preparation and submission of the final project plan/application.
- (e) It will:
- (1) Minimize displacement of persons as a result of activities assisted with CDBG funds and provide for reasonable benefits to any person involuntarily and permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property;
 - (2) Affirmatively further fair housing in addition to conducting and administering its project in conformity with Public Law 88-352 and Public Law 90-284 as certified in paragraph (h) hereinafter;
 - (3) Not attempt to recover any capital costs of public improvements assisted in whole or part with CDBG funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - (A) CDBG funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than the CDBG program, or
 - (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income who are not persons of low income, it certifies that it lacks sufficient CDBG funds to comply with the requirements of subparagraph (A);
- (f) Its chief executive officer or other officer of the applicant approved by the State:
- (1) Consents to assume the status of responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CFR Part 58, which further the purposes of NEPA, insofar as the provisions of such Federal law apply to the Colorado Community Development Block Grant (CDBG) Program;

- (2) Is authorized and consents on behalf of the applicant and himself/herself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his/her responsibilities as such an official.
- (g) It will comply with the financial management regulations, policies, guidelines and requirements set forth in the CDBG Public Facilities and/or Housing Guidebook.
- (h) It will comply with:
- (1) **Section 110 of the Housing and Community Development Act of 1974**, as amended, and any State regulations regarding the administration and enforcement of labor standards;
 - (2) **Davis-Bacon Fair Labor Standards Act (40 USC 276a - 276a-5)** requiring that, on all prime contracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of eight or more families.)
 - (3) **Contract Work Hours and Safety Standards Act of 1962 (40 USC 327 et seq.)** requiring that mechanics and laborers employed on federally-assisted contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.
 - (4) **Copeland "Anti-Kickback" Act of 1934 (40 USC 276 (c))** prohibiting and prescribing penalties for "kickbacks" of wages in federally- financed or assisted construction activities.
- (i) It will comply with:
- (1) **Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 USC 2000 (d))** prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.
 - (2) **The Fair Housing Act (42 USC 3601-20)**, as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status.
 - (3) **Section 109 of the Housing and Community Development Act of 1974 (42 USC 5309)**, as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Housing and Community Development Act.

- (4) **Executive Order 11063 (1962)**, as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.
 - (5) **Executive Order 11246 (1965)**, as amended by Executive Orders 11375, prohibiting discrimination on the basis of race, color, religion, sex or national origin in any phase of employment during the performance of federal or federally-assisted contracts in excess of \$2,000.
 - (6) **Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701 (u))**, as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects, will be given to lower-income persons in the unit of the project area, and that contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the project area.
 - (7) **Section 504 of the Rehabilitation Act of 1973 (29 USC 793)**, as amended, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds. Effective communication with persons of all types of disabilities must be ensured.
 - (8) **Age Discrimination Act of 1975, (42 USC 6101)**, as amended, providing that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.
- (j) It will comply with:
- (1) **Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 USC 5301)**, known as the "**Barney Frank Amendment**," and the **HUD implementing regulations at 29 CFR Part 570**, requiring that local grantees follow a residential antidisplacement and relocation assistance plan which provides for the replacement of all low/moderate-income dwelling units that are demolished or converted to another use as a direct result of the use of CDBG funds, and which provides for relocation assistance for all low/moderate-income households so displaced.
 - (2) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title III, Real Property Acquisition (Pub. L. 91-646 and HUD implementing regulations at 49 CFR Part 24)**, providing for uniform and equitable treatment of persons displaced from their homes, businesses, or farms by Federal or Federally- assisted programs and establishing uniform and equitable land acquisition policies for federal assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting contract appraisers and contract negotiations, furnishing to owners of property to be acquired a written summary statement of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.
 - (3) **Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended -- Title II, Uniform Relocation Assistance (Pub.**

L. 91-646 and HUD implementing regulations at 49 CFR Part 24), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Act. Payments and assistance will be made pursuant to state or local law, or the grant recipient must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

(k) It will comply with:

- (1) **National Environmental Policy Act of 1969 (42 USC 4321 et seq.)**, as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- (2) **National Historic Preservation Act of 1966 (16 USC 470 et seq.)**, as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- (3) **Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.)** requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- (4) **The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.)**, providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities.
- (5) **Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.)** prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
- (6) **Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.)** requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
- (7) **Safe Drinking Water Act of 1974 (42 USC 201, 300 f et seq., 7401 et seq.)**, as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may

contaminate an aquifer which is the sole or principal drinking water source for an area.

- (8) **The Endangered Species Act of 1973 (16 USC 1531 et seq.)**, as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species or result in the destruction or modification of the habitat of such species which is determined by the Department of the Interior, after consultation with the State, to be critical.
- (9) **The Wild and Scenic Rivers Act of 1968 (16 USC 1271 et seq.)**, as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
- (10) **The Clean Air Act of 1970 (42 USC 1857 et seq.)**, as amended, requiring that federal assistance will not be given and that license or permit will not be issued to any activity not conforming to the State implementation plan for national primary and secondary ambient air quality standards.
- (11) **HUD Environmental Criteria and Standards (24 CFR Part 51)** providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances, and suitable land uses for airport runway clear zones.

(I) It will:

- (1) Comply with **The Lead-Based Paint Poisoning Prevention Act -- Title IV (42 USC 4831)** prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance, and requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning.
- (2) Comply with the **Armstrong/Walker "Excessive Force" Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990**, which requires that a recipient of HUD funds must certify that they have adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; or fails to adopt and enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction.
- (3) Comply with the **"Government-wide Restriction on Lobbying, (P.L. 101-121)**, which prohibits spending CDBG funds to influence or attempt to influence federal officials; which requires the filing of a disclosure form when non-CDBG funds are used for such purposes; which requires certification of compliance by the state; and which requires the state to include the certification language in grant awards it makes to units of general local government at all tiers and that all subrecipients shall certify accordingly as imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the

required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- (4) Comply with the **Department of Housing and Urban Development Reform Act of 1989 (24 CFR part 12)** requiring applicants for assistance for a specific project or activity from HUD, to make a number of disclosures if the applicant meets a dollar threshold for the receipt of covered assistance during the fiscal year in which an application is submitted. An applicant must also make the disclosures if it is requesting assistance from HUD for a specific housing project that involves assistance from other governmental sources.
 - (5) Give the State, the U.S. Department of Housing and Urban Development (HUD), and any authorized representatives access to and the rights to examine all records, books, papers or documents related to the application and grant; and
- (m) It will comply with all parts of Title 1 of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws and regulations.

Signature, Chief Elected Official

Scott Weaver

Name (Typed or Printed)

Yuma Co Commissioner

Title Date

Signature, Chief Elected Official**

Jerry A. Sonnenberg

Name (Typed or Printed)

Logan Co Commissioner 6/20/23

Title Date

Signature, Chief Elected Official**

Gordon Westhoff

Name (Typed or Printed)

Morgan Co Commissioner

Title Date

Signature, Chief Elected Official**

Garold Roberts

Name (Typed or Printed)

Phillips Co Commissioner

Title Date

Signature, Chief Elected Official**

Donald Schneider

Name (Typed or Printed)

Sedgwick Co Commissioner

Title Date

Signature, Chief Elected Official**

LeaAnn Laybourn

Name (Typed or Printed)

Washington Co Commissioner

Title Date

** Additional signatures are required only in the case of "multi-jurisdictional" applications. If this is a multi-jurisdictional application, the Chief Elected Official of each municipality and/or county participating in the application must sign.

Exhibit I-C

CITIZEN PARTICIPATION PLAN for the Community Development Block Grant (CDBG) Program

Pursuant to Section 104(a)(3) of the Housing and Community Development Act of 1974, as amended, this Citizen Participation Plan is hereby adopted to ensure that the citizens of Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties, particularly persons of low and moderate income residing in slum and blight areas and in areas in which CDBG funds are proposed to be used, are provided the opportunity and encouraged to participate in the planning and implementation of CDBG-funded activities.

PUBLIC HEARING

Public hearings will be the primary means of obtaining citizen views and responding to proposals and questions related to community development and housing needs, proposed CDBG activities and past CDBG performance.

Prior to submitting a CDBG application to the State, the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties will conduct at least one public hearing to identify community development and housing needs, including the needs of low and moderate income persons, as well as other needs in the community that might be addressed through the CDBG program, and to review proposed CDBG activities and the past performance of the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties in carrying out its CDBG responsibilities. In the event CDBG funds are granted by the State, the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties will conduct at least one additional public hearing to allow citizens to review and comment on its performance in carrying out its CDBG program.

A formal public notice will be published in a newspaper of general circulation in the area at least five (5) days prior to such public hearings. A public notice will also be posted in the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties and in other places frequented by the public, especially low and moderate income persons and persons benefiting from or affected by proposed CDBG activities. As circumstances warrant and as the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties determines necessary or appropriate, participation may additionally be specifically solicited from persons of low and moderate income, those benefiting from or affected by CDBG activities and/or representatives of such persons. Hearings will be held at times and locations convenient to potential and actual beneficiaries, and with accommodation for the handicapped. In the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate, arrangements will be made to have an interpreter present.

PUBLIC INFORMATION AND RECORDS

Information and records regarding the proposed and past use of CDBG funds will be available at Northeastern Colorado Revolving Loan Fund during regular office hours. The public will be so informed by public notice. Special communication aids can be made available to persons upon request.

TECHNICAL ASSISTANCE

The Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties will provide technical assistance to groups representative of persons of low and moderate income that request assistance in developing CDBG proposals. The level and type of assistance appropriate will be determined by the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties based on its ability to provide or arrange for such assistance, the cost of providing such assistance and other relevant factors.

WRITTEN COMMENTS AND RESPONSES

The Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington, Counties will respond to written complaints and grievances in writing in a timely manner. When practicable, such written responses shall be made within fifteen (15) working days.

Signature of Scott Weaver,
Yuma County Commissioner

Date

Signature of Jerry Sonnenberg,
Logan County Commissioner

Date

Signature of Gordon Westhoff,
Morgan County Commissioner

Date

Signature of Garold Roberts,
Phillips County Commissioner

Date

Signature of Donald Schneider,
Sedgwick County Commissioner

Date

Signature of LeaAnn Laybourn,
Washington County Commissioner

Date

NOTE 1: EACH MUNICIPALITY AND COUNTY DIRECTLY PARTICIPATING IN A MULTI-JURISDICTIONAL APPLICATION IS REQUIRED TO HAVE A CITIZEN PARTICIPATION (CP) PLAN.

NOTE 2: CITIZEN ADVISORY COMMITTEES ARE NOT REQUIRED. IF ONE IS PROPOSED, HOWEVER, ITS ROLE AND COMPOSITION SHOULD BE INCLUDED IN THIS CP PLAN.

EXHIBIT I-D

“Excessive Force” Amendment to the 1990 HUD Appropriation Legislation

The Armstrong/Walker “Excessive Force” Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990 requires that a recipient of HUD funds:

1. Adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; and
2. Adopt and enforce a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction.

The policy may be adopted by:

1. a local legislative act, such as in ordinance; or
2. a local administrative act, such as a written statement of policy by the local chief executive; or
3. an executive order;

If a municipality or county currently has and is enforcing such a policy, it need not adopt a new policy, however, a copy of this policy must be provided to the Colorado Department of Local Affairs prior to receiving CDBG funds. In the case of multi-jurisdictional projects involving two or more municipalities or counties, each directly participating municipality and county must adopt and enforce such a policy.

We recommend that grantees keep a copy of their agency’s “Excessive Force” policy in their CDBG project files. A *Sample Resolution* follows this explanatory information that may be utilized by grantees which need to have their governing body adopt an “Excessive Force” policy.

EXHIBIT I-D

EXCESSIVE FORCE

RESOLUTION

NO. 2023-17

WHEREAS, Logan County Colorado, has made application for Community Development Block Grant (CDBG) Funds from the State of Colorado; and

WHEREAS, in accordance with Section 519 of Public Law 101-144 (the HUD Appropriations Act) certain statements of assurances and certifications are required;

WHEREAS, The Armstrong/Walker “Excessive Force” Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990 requires that a recipient of HUD funds adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within their jurisdiction against individuals engaged in nonviolent civil rights demonstrations; and

WHEREAS, The Armstrong/Walker “Excessive Force” Amendment, (P.L. 101-144) & Section 906 of Cranston-Gonzalez Affordable Housing Act of 1990 requires that a recipient of HUD funds adopt and enforce a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by Logan County Commissioners that pursuant to Logan County being granted CDBG funds by the State; the Logan County Commissioners by administrative act, does hereby adopt a statement of policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstration within its jurisdiction.

Read and adopted this 20th day of June, 2023.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

_____(Aye)(Nay)
Jerry A. Sonnenberg, Chair

_____(Aye)(Nay)
Joseph A. McBride

_____(Aye)(Nay)
Mike Brownell

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 20th day of June, 2023.

Pamela M. Bacon, Logan County Clerk & Recorder

EXHIBIT I-F

RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN for the Community Development Block Grant (CDBG) Program

The Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington Counties will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than as low/moderate income housing as a direct result of activities assisted with CDBG funds, as required by Section 104(d) of the Housing and Community Development Act of 1974, as amended (the Act), and implementing regulations at 24 CFR 570.496a.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington Counties will make public and submit to the State the following information in writing:

1. Description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units; and,
6. The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy.

The Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington Counties will provide relocation assistance, as described in 570.496a(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the Act, the Yuma, Logan, Morgan, Phillips, Sedgwick, and Washington Counties will take the steps indicated below to minimize the displacement of persons from their homes:*

- * **The following are examples of steps to minimize displacement. The first two are required. The others are optional. Only check those which are appropriate for the project and local circumstances. Add other steps as necessary or appropriate.**

- Consider all practical alternatives to any proposed project that may result in residential displacement. Alternatives to be considered include other sites for the proposed facilities/project. Also to be considered are the costs and benefits, both financial and nonfinancial, of each alternative.
- Provide counseling and referral services to assist displacees find alternative housing in the community.
- Work with area landlords and real estate brokers to locate vacancies for households facing displacement.
- Stage rehabilitation of assisted housing to allow tenants to remain during and after rehabilitation, working with empty buildings or groups of empty units first so they can be rehabilitated first and tenants moved in before rehab on occupied units or buildings is begun.
- Establish temporary relocation facilities in order to house families whose displacement will be of short duration, so they can move back to their neighborhoods after rehabilitation or new construction.
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent their placing undue financial burden on long-established owners or on tenants of multi-family buildings.
- Develop displacement watch systems in cooperation with neighborhood organizations to continuously review neighborhood development trends, identify displacement problems, and identify individuals facing displacement who need assistance.

_____ Signature of Scott Weaver, Yuma Co Commissioner	_____ Date
_____ Signature of Jerry Sonnenberg, Logan Co Commissioner	_____ Date
_____ Signature of Gordon Westhoff, Morgan Co Commissioner	_____ Date
_____ Signature of Garold Roberts, Phillips Co Commissioner	_____ Date
_____ Signature of Donald Schneider, Sedgwick Co Commissioner	_____ Date
_____ Signature of LeaAnn Laybourn, Washington Co Commissioner	_____ Date

 NOTE: EACH MUNICIPALITY AND COUNTY DIRECTLY PARTICIPATING IN A MULTI-JURISDICTIONAL APPLICATION IS REQUIRED TO HAVE A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN.

RESOLUTION

NO. 2023-18

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

**SUBDIVISION EXEMPTION FOR
DOUGLAS E. FRITZLER AND KENNETH L. FRITZLER.**

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, Douglas E. Fritzler and Kenneth L. Fritzler has 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 tract of land located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, the centerline being more particularly described as follows:

Beginning at the Northwest Corner of said Section 7, from which the West Quarter Corner of said Section 7 bears South 01°58'19" East, 589.36 feet along the West line of the Northwest Quarter of said Section 7;

Thence North 88°01'41" East, 59.20 feet;

Thence Northeasterly 744.02 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1463.80, a central angle of 29°07'21" and being subtended by a chord which bears North 43°15'10" East, 736.04 feet;

Thence North 01°57'16" West, 70.77 feet to the North line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 7;

Thence South 88°02'44" West, 581.72 feet along the North line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 7 to the Northwest corner of said Section 7 and the true point of beginning.

(As represented on official Subdivision Exemption Plat 2023-18); and

WHEREAS, Douglas E. Fritzler and Kenneth L. Fritzler, intends to create a parcel, consisting of 4.229 acres more or less, subdivided from a 113.209 acre parcel in an Agricultural (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 June 16, 2023; and

WHEREAS, a public hearing was held by the Board of County Commissioners on June 20, 2023, 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 the Douglass E. Fritzler and Kenneth L. Fritzler, for a Subdivision Exemption for the creation of a 4.229 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-18, 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 20th day of June, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)

Jerry A. Sonnenberg, Chairman

(Aye)(Nay)

Joseph A. McBride, Vice-Chairman

(Aye)(Nay)

Mike Brownell, 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 20th day of June, 2023.

County Clerk and Recorder

LOGAN COUNTY SHERIFF'S OFFICE
CONTRACT FOR MENTAL HEALTH CARE SERVICES
AMENDMENT

This Amendment shall serve as a revision to the Contract for Mental Health Care Services (the "Main Agreement") between the **Logan County Sheriff's Office** ("Agency") and **Turn Key Health Clinics, LLC** ("Contractor") which initiated on July 1, 2022 at the Logan County Detention Center in Sterling, Colorado.

In consideration to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The terms and conditions of this Amendment, as set forth, shall be effective as of July 1, 2023.
2. Pursuant to Section 1.16 ("Mental Healthcare Personnel Services Provided") of the Main Agreement, the parties hereby acknowledge that the portions of this section of contract shall be stricken and replaced as follows:
 1. Contractor shall provide mental health coverage to include:
 - a. **Up to thirty (30) hours a week of Certified Addiction Specialist coverage;**
 - b. **Up to ten (10) hours a week of Licensed Therapist (LPC-LAC) coverage;**
 - c. **Up to ten (10) hours a week of Case Manager services;**
 - d. **Up to three (3) hours a week of Mental Health Provider coverage;**
 - e. **Up to twenty-five (25) hours a week of JBBS Program Administrator coverage;**
and
 - f. **Up to one 1 hour of Crisis Therapist coverage.**
3. In consideration of the above, pursuant to Section 2.1 "Monthly Reimbursement for Services"), the parties hereby acknowledge that the contract shall be revised to provide as follows:
 - The Agency shall pay the Contractor a monthly reimbursement, which shall be in the amount of **\$29,166.67**. This amount shall be billed separately from the other health care services.
 - Additionally, the reimbursement for services and administration provided for the MAT program in paragraph 1.17 shall be paid by the Agency to the Contractor on a monthly basis. The MAT program will be invoiced as a separate item from the Mental Health services obligations outlined above. The monthly MAT reimbursement shall be in the amount of **\$4,541.67**.
4. In all other respects, the terms and conditions of the Main Agreement shall continue unchanged and remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

TURN KEY HEALTH CLINICS, LLC.

Dated: _____, 2023 By: _____
Flint Junod, Chief Executive Officer

LOGAN COUNTY SHERIFF'S OFFICE

Dated: _____, 2023 By: _____

FOR THE COUNTY OF LOGAN

Dated: June 20, 2023 By: _____
Jerry A. Sonnenberg, Chairman

PERFORMANCE CONTRACT

This **Neste Live! Booking Contract** (“Agreement”) is dated as of the 15th Day of June, 2023 by and between Neste Event Marketing, LLC, a Tennessee limited liability company, (the “Talent Buyer”) and Logan County (the “Purchaser”). Artist/Speaker to be referred to as “Company/Producer”.

WHEREAS Purchaser seeks to procure talent as listed below (“Artists”) for a live performance at the Logan County Fair (the “Event”) to be held on Saturday the 5th day of August, 2023 at Logan County Fairgrounds in Sterling, CO; (One Show per artist) / Approx. 7:30 PM MST - Day of Show Schedule Attached). Capacity approx. 8000.

- a. Casey Donahue / Opening Artist / August 5, 2023 / 8:00 PM MST / 60 min (Appendix A)
- b. Josh Turner / Headliner / August 5, 2023 / 9:30 PM MST / 75 min (Appendix B)

WHEREAS, Purchaser desires to retain Talent Buyer for the purpose of booking talent and providing related production services.

WHEREAS, Talent Buyer is in the business of providing services related to the booking of talent and the production of music and stage events.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1.0. ENGAGEMENT AND SCOPE OF SERVICES

1.1 *General.* The Purchaser hereby engages the Talent Buyer and Talent Buyer hereby agrees with Purchaser to perform the engagement hereinafter provided for with all of the terms and conditions herein set forth.

1.2 *Duties of Purchaser.*

1.2.1 *Payment Schedule.*

Purchaser shall forward non-refundable payments to Talent Buyer based upon the Schedule as follows. If any performance of Company/Producer’s is rendered impossible or infeasible by any cause within Purchaser’s control or which Purchaser, by the exercise of reasonable diligence, could have avoided; then in any such event Company/Producer shall retain all amounts theretofore paid to Company/Producer by Purchaser.

- a.) \$(00,000) deposit due upon receipt, shall be paid by (Purchaser) to and in the name of Neste Event Marketing, LLC, located at 410 Chestnut St, Nashville, TN 37203 in the form of a cashier’s or certified check, company check, or bank wire transfer.
- b.) **Eighty-five Thousand Dollars (\$85,000.00) Plus 80% over One Hundred Twenty-five thousand dollars (\$125,000.00)** balance of payment due on August 5, 2023, upon Artist’s performance, shall be paid by Client to and in the name of Neste Live located at 410 Chestnut St, Nashville, TN 37210 in the form of a cashier’s or certified check, county check, or bank wire transfer. This fee is all-inclusive to include, artists’ guarantees plus any percentages if applicable and the Neste Live fee.
- c.) In addition to the Fee, Purchaser shall provide and pay for mutually agreed upon lodging for Neste Live working personnel (a total of **One** (1) rooms) during each

Event.] **Number of Nights to be mutually agreed upon**

Failure by Purchaser to make a scheduled deposit or payment, when due, shall entitle Talent Buyer to terminate this Agreement, cancel all services and retain all prior deposits as liquidated damages.

Beneficiary Bank Name:

HSBC
HSBC Bank USA, NA
660 South Figueroa Street, Suite 800
Los Angeles, CA 90017
Routing Number: 021001088

Beneficiary Customer:

Neste Event Marketing, LLC
410 Chestnut St,
Nashville, TN 37203
Account Number: 000283622

1.2.2 *Additional Clauses and Conditions.*

Standard terms below apply to all artists. Any variations will be notated under the artist's name.

- 1. HOSPITALITY:** Purchaser shall provide (at its cost): (i) standard event catering for Artist and its crew; and (ii) reasonable hospitality for the Artist's dressing room per advance to be approved by Purchaser. Purchaser does not provide beer and/or alcohol, tobacco, and/or any after show food, unless otherwise specifically agreed to by Purchaser. Purchaser does not provide bus stock, except that ice will be provided. There are no meal buy-outs, unless otherwise agreed to by Purchaser in writing.
- 2. PRODUCTION:** Purchaser agrees to provide sound and lights as appropriate for an event of its size and nature. Any specific artist requests must be mutually agreed upon during advance.
- 3. SET LENGTH:** 75-90 MINUTES for all Artists
- 4. CONTRACT:** Fully executed contract required for payment
- 5. RIDERS:** Riders are used for advance purposes only and not as a contracted agreement. All material items to be mutually agreed upon during Advance, including but not limited to production, catering, and hospitality.
- 6. TRANSPORTATION:** Purchaser to provide and pay for local ground transportation, inclusive of one (1) runner for Artist use only, within twenty miles of the venue on day of show, per advance.
- 7. COMPS:** 30 Artist Comps Max
- 8. INCLEMENT WEATHER:** In the case of inclement weather, provided Artist is ready, willing, and able, Artist shall be paid in full. Purchaser represents and warrants it has sufficient insurance or funds to cover any such cancellation.
- 9. CANCELLATION:** There shall be no cancellation privileges for this engagement except for the reasons of force majeure, Purchaser breach, or in the event of illness, disability, or death of Artist (or of any of Artist's immediate family members or any key member of Artist's band or crew). In the event of Purchaser breach, Artist to be paid in full. Purchaser will be given a reasonable amount of time to cure any breach before any cancellation.
- 10. REPRODUCTION:** There shall be absolutely NO professional audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of ARTIST or ARTIST'S performance. Any requests for the foregoing shall be subject to PRODUCER'S prior written approval and terms in all instances. Audience photos, event photographer and In-venue streaming permitted. fair has patrons with cell phones and non- professional cameras which fair does not warrant to police nor control the use of. Any professional photos or videos will be for promotional use only- purchaser will 1st get approval.
- 11. MEET & GREETs:** Purchaser is not permitted, in any manner, to sell (or sell access to) any permitted meet and greet (if any) in any manner (e.g., as a standalone charge, part of a ticket

package, or otherwise) pursuant to this Agreement absent Producer's separate, express, written approval. Purchaser is advised that Producer and Artist take the unauthorized sale of meet and greet opportunities (or access thereto) very seriously.

12. PROMOTIONAL MATERIAL: Artist to provide all necessary promotional materials AT NO COST TO PURCHASER

13. RADIUS CLAUSE: Artist agrees not to appear, perform at any publicly advertised engagement or concert, announce or advertise any future engagement, within a 150 mile radius of Event location from confirmation of Engagement until thirty (30) days following date of Engagement. Radius Clause Agreement: Artist will agree that the Artist's performance at the Event will be the Artist's only appearance (public) within the geographic area set forth above and for the frame set forth above. Any change to this requires Purchaser's prior written approval.

14. TICKETING: Ticket pricing subject to change

1.2.3 *Ticket Scaling.* RESERVED: 4000; GA STANDING: 3800; @ \$34 PARTY ZONE STANDING: 200 @ \$57. Prices do not include a \$3.00 service fee

1.2.4 *Stage and Lighting.* Purchaser shall provide seating, staging, lighting, sound system, soundboard operator, stage management and dressing room, as outlined in the attached Rider (if applicable).

1.2.5 *Security and Other Services.* Purchaser or purchaser's agent shall be responsible for all security necessary for a concert of this nature.

1.2.6 *Force Majeure.*

(a) In the event of cancellation due to a Force Majeure Event, the parties shall be fully excused of their obligations, Purchaser shall not be required to pay the performance fee (nor any other monies hereunder), there shall be no claim for damages relating thereto, Company/Producer shall return all deposits and other monies previously paid by Purchaser within ten (10) days of cancellation, each party shall be responsible for its own respective expenses, and neither party shall have any further obligations to the other in connection with this Agreement.

(b) A Force Majeure Event shall mean an event beyond either party's reasonable control, that renders the production of this festival/event or the Company/Producer's performance thereon impossible, impracticable, unfeasible or unsafe, including without limitation, Company/Producer illness, injury or death; act or regulation of public authority; fire or wildfire; flooding; adverse weather; hazardous conditions; lockout, strike or other labor dispute, riot, civil unrest or commotion, or threats of any of the foregoing; disease, epidemic, pandemic (e.g. Covid-19 and its variants, Ebola, SARS, etc); substantial interruption in, delay or failure of necessary transportation or technical/production facilities, utilities or equipment; war conditions; act of public enemy or terrorism or threats thereof; emergencies; or acts of God. Cancellation by Purchaser due to Covid-19 or its variants shall be a Force Majeure Event when there are governmental or public authority rules, regulations, restrictions, or advice relating to COVID-19/variants imposed by or reasonably anticipated to be imposed by the venue, unions or applicable governmental and/or public authorities that cause either (i) a cancellation of the festival/event (ii) a material reduction in the festival/event's capacity; (iv) adverse impact on the admissions procedures; and/or (v) adversely impacts the operations of the festival/event. Low ticket sales/underperformance due to people being skittish about Covid-19 shall not be deemed to be a Force Majeure Event.

(c) **Inclement Weather:** Company/Producer shall perform rain or shine. However, notwithstanding the Force Majeure Event provision above, if Purchaser cancels the Performance due to adverse weather (e.g. rain, hurricane, flood, storm, tornadoes, high winds, electrical storm) directly affecting the Company/Producer's performance of the Event, then Purchaser shall pay Company/Producer the full performance fee provided that Company/Producer is ready, willing, and able to perform at the time of Purchaser's cancellation. For the avoidance of doubt, the foregoing payment is for Purchaser's cancellation of the Company/Producer's performance or Event due to adverse weather, not due to Company/Producer's own inability to get to the Event due to adverse weather (e.g. Company/Producer flight delays, etc.) or otherwise.

(d) Notwithstanding subsection (a) above, if Purchaser cancels the Company/Producer's performance due to a Force Majeure Event after the Company/Producer has already taken the stage and commenced their live performance, then Purchaser shall pay Company/Producer the full performance fee notwithstanding such cancellation, provided that the Force Majeure Event is something affecting the Event itself, and not something solely affecting the Company/Producer (e.g. Company/Producer disability, illness, failure of Company/Producer's own production, etc).

1.2.7 *Risk of Cancellation.*

Unless otherwise agreed in the Contract Face, there shall be no cancellation privileges excepting force majeure, vis majeure, and Talent Buyer, Company/Producer or Purchaser breach that is not cured as provided for hereinafter. Any such cure shall not occur later than within a reasonable time prior to performance.

1.2.8 *Advertising, Marketing and Merchandising.*

Purchaser shall be responsible for all aspects of the advertising and marketing of Event. Talent Buyer shall assist Purchaser in obtaining all materials necessary to promote event, including but not limited to bios, photos, videos and admats.

- (a) *Promotional Materials:* Producer is requested, not required, to provide audio and visual advertising materials to be utilized within the event's advertising including, but not limited to, MP3s, JPEGs, short video clips, and Company/Producer logo.
- (b) Any use of Company/Producer name, image or likeness in digital media, artwork, marquee, invitations, etc. or in any way must be approved in writing by Company/Producer management in advance.
- (c) *Merchandise.* Purchaser and/or Venue, or representatives or employees thereof, shall provide Artist and/or Producer an area within which to sell merchandise. Best efforts will be made by Purchaser to place merchandise sales area in a public, secure, well-lighted area within Venue, with location of said merchandise sales area to be mutually agreed upon by the parties.
- (d) Subject to the terms of the Contract Face, Purchaser and/or Venue, or representatives or employees thereof, shall retain **twenty-five percent (25%), less any tax, of Artist soft-goods merchandise items and similar merchandise items and ten percent (10%), less any tax, of records, CDs, and similar merchandise items.** PURCHASER can provide seller for \$150.00 per seller.

- (e) Purchaser acknowledges and agrees that Company/Producer name and/or likeness shall not be used on any event merchandise without the express, prior, written permission of Producer.

1.2.9 *Insurance.* Purchaser shall provide public and comprehensive general liability insurance, in the amount required by the Venue, but in no event shall amount of coverage be less than Three Million Dollars (\$3,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate. The required limit of coverage can be provided by a single policy or combination of policies which the total specified limit of coverage required. Purchaser will provide a Certificate of Insurance (COI) evidencing required limit of coverage upon request. Said policy shall be the primary coverage in the event of any claims or actions that may arise as a result of the Engagement hereunder, and shall be in full force and effect at all times Talent Buyer and/or Company/Producer or its representatives, managers, agents, employees, and independent contractors are in Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement.

Said policy shall protect against claims, liability or losses resulting from any and all bodily injury or death suffered by invitees, Talent Buyer and/or Company/Producer or their respective agents and/or employees as a consequence of the Event referred to herein.

Said policy shall also protect against claims, liability or losses resulting from any and all damage sustained to property in the control of invitees resulting from the negligence or intentional conduct of Purchaser, Talent Buyer and/or Company/Producer or its representatives, managers, agents, employees, and independent contractors at the Event, when said property is in Venue or on Venue grounds. Notwithstanding the foregoing, and for further clarification thereof, unless said damage results from the negligence or intentional conduct of Purchaser or Purchaser's employees, agents, independent contractors, and/or subcontractors or arises while such property is under the care or supervision of Purchaser or Purchaser's agents and/or employees, independent contractors, and/or subcontractors, said policy shall not protect against claims, liability or losses resulting from any and all damage or loss sustained to property belonging to Talent Buyer and/or Company/Producer or its agents and employees at the Venue or on Venue grounds during, or immediately preceding or subsequent to Event.

Purchaser shall provide a Workman's Compensation insurance policy, as required by law, to cover bodily injury or illness sustained by Purchaser's employees who render services at the Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement, as a consequence of the installation, operation and/or maintenance of the equipment provided by Purchaser, Talent Buyer and/or Company/Producer or its representatives, managers, agents, employees, or independent contractors.

To the extent applicable under the law the Company/Producer shall maintain a Workman's Compensation insurance policy to cover bodily injury or illness sustained by Company/Producer and/or Company/Producer's employees who render services at the Venue or on Venue grounds during, immediately preceding or subsequent to Engagement, as a consequence of the installation, operation and/or maintenance of the equipment provided by Purchaser, Talent Buyer, Company/Producer and/or its representatives, managers, agents, employees, or independent contractors.

Company/Producer will maintain its own property insurance policy to protect against claims, liability or losses resulting from any and all damage or loss sustained to property belonging to or in the control of Company/Producer or its representatives, managers, agents, employees, and independent contractors at the Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement. Company/Producer's holding of such policy, or lack thereof, shall not affect Purchaser's obligations to maintain the policies as set forth herein nor any other rights of Producer and/or Company/Producer as set forth herein.

Any third party independent contractor who is performing services in conjunction with the Event shall be required to provide their own Worker's Compensation coverage.

The aforementioned certificate of insurance policy shall be produced upon request of the Talent Buyer or the Company/Producer. Talent Buyer and/or Company/Producer's failure to request or review such insurance certificates shall not affect Talent Buyer and/or Company/Producer's rights or Purchaser's obligations hereunder.

The foregoing paragraphs within this section shall be subject to the requirements of the applicable state or foreign law.

1.2.10 *Indemnification.*

Each party agrees to indemnify, save harmless, and release the other party, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this Agreement by the negligence of its officers, agents, volunteers or employees.

Purchaser shall defend, indemnify, and hold harmless Talent Buyer, its officers, employees, licenses, and agents from any claim, suits, loss, damage, expense, or liability by reason of any claim relating to any alleged breach of Purchaser's obligations under this Agreement, including the failure of Purchaser to comply with any applicable federal, state, or local government law, statute, ordinance, administrative order, rule, or regulation of the United States or Canada; or relating to property damage, death, or personal injury of whatsoever nature of kind arising out of, as a result of, on in omissions of Purchaser or its officers, employees, contractors, or representatives.

Purchaser's obligations to defend, indemnify, and hold harmless are subject to Talent Buyer providing notification to Purchaser promptly after learning of the applicable claim, suit, or loss, except to the extent Purchaser suffers no prejudice as a result of delay; Talent Buyer cooperating with Purchaser at Purchaser's expense in defending such claim, suit, or loss; Talent Buyer obtaining Purchaser's prior written approval of any settlement, which approval Purchaser agrees not to unreasonably withhold or delay.

Purchaser may not settle any claim, suit, loss, price, damage, expense, or liability against Talent Buyer without Talent Buyer's prior written approval, which approval Talent Buyer agrees not to unreasonably withhold or delay. Any such settlement by Purchaser with a third party must include and unconditional release for Talent Buyer's benefit of all claims, suits, losses, prices, damages, expenses, or liabilities of such third party against Talent Buyer. Talent Buyer shall have the right, at the expense of Talent Buyer, to engage counsel to monitor the defense of any such suit of claim. Purchaser and Purchaser's counsel will cooperate with Talent Buyer's counsel in this regard.

1.2.11 *Material Breach.*

Except as otherwise agreed in the Contract, if Company/Producer cancels a confirmed, scheduled Performance after payment of deposit or fails to perform at the scheduled Engagement for any reason other than Force Majeure, Vis Majeure, inclement weather, or Purchaser's uncured material breach of this agreement or cancellation of the Event, Company/Producer shall return any amounts previously received.

(b) Upon the breach of either party, the non-breaching party shall provide written notice to the breaching party, detailing the breach, and the breaching party shall be given a reasonable time after such notice in which to cure said breach. If Purchaser is believed to be in breach of the agreement, in no event shall such cure occur later than within a reasonable amount of time prior to performance. If said breach is cured within the time period allowed, no breach will be deemed to have occurred, and parties shall remain in contract as though breach did not occur.

1.3 *Duties of Talent Buyer.*

1.3.1 *Contracting with Company/Producer.* Talent Buyer has secured talent as outlined on page 1, paragraph 2 to follow the attached Run of Show (Attachment 1).

1.3.2 *Authorization of Talent Buyer.* Purchaser appoints the Talent Buyer to be its agent for the purposes detailed herein, including the continued engagement of the Artist(s) for the performance(s) described herein. Buyer expressly agrees to be bound by the terms of the Artist agreement(s) and as further provided in this Agreement.

1.3.3 *Role of Talent Buyer.* The parties hereby acknowledge that NESTE EVENT MARKETING, LLC (“NESTE LIVE!”) acts only as agent for Purchaser, and assumes no liability hereunder and in furtherance thereof. Additionally, it is expressly understood and agreed that NESTE Live!, acting solely as agent for the Purchaser in negotiation of agreement(s) with Artist(s), is not responsible for the performance or nonperformance of Artist(s) or of the obligations assumed by Purchaser.

2.0 MISCELLANEOUS

2.1 *Notices.* All notices or communications hereunder shall be in writing, addressed as follows:

TALENT BUYER: Neste Event Marketing, LLC dba Neste Live!
ATTN: Fran Romeo
410 Chestnut St
Nashville, TN 37203

PURCHASER: Logan County
ATTN: Marilee Johnson/Entertainment Director
1120 Pawnee Ave
Sterling, CO 80751

Any such notice or communication shall be delivered in person, by cable, by telecopy (with confirmation copy of such telecopied material delivered in person or by registered or certified mail, return receipt requested) or by certified or registered mail, return receipt requested, addressed as above (or to such other address as such party may designate in writing from time to time), and the actual date of receipt, as shown by the receipt therefore, shall determine the time at which notice was given.

2.2 *Severability.* If a court of competent jurisdiction determines that any term or provision hereof is invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired and (b) such court shall have the authority to replace such invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

2.3 *Governing Law.* The validity, construction, and effect of this contract shall be governed by the Federal Laws of the United States of America. The Parties hereby agree to the jurisdiction of the State of Tennessee, which shall have exclusive jurisdiction in the matter of the agreements wholly to be performed herein. Alternatively, the parties shall agree that any and all disputes arising from or related to the contract shall first be negotiated in good faith; and, if the parties are unable to reach a resolution, then the unresolved disputes shall be submitted for binding

determination to the American Arbitration Association, under its commercial arbitration rules, with all hearings to take place in Nashville, Tennessee.

2.4 *Entire Agreement.* This Agreement and attached addendum represents the entire agreement of the parties and shall supersede any and all previous contracts, arrangements or understandings between the Company and the Employee. The Agreement may be amended at any time by mutual written agreement of the parties hereto.

2.5 *Headings.* The headings of sections herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

2.6 *Counterparts.* This Agreement may be executed by either of the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

Neste Event Marketing, LLC dba Neste Live!

Logan County

By: _____
C/O Fran Romeo
Talent Buyer & Consultant

By: _____
Jerry A. Sonnenberg, Logan County Board of
Commissioners Chairman

DAY OF SHOW SCHEDULES: MST

Saturday, August 5, 2023

6:00 PM MST - Doors

Apprx. 8:00 PM MST - Opening Artist (Casey Donahue)

9:30 PM MST – Headliner (Josh Turner)

Appendix A

Artist's contract face and terms and conditions subject to Purchaser's Fully Negotiated Addendum
See Addendum "A"

Casey Donahue Saturday, August 5, 2023

- One Sixty (60) Minute show
- 75% Support Billing
- Marketing plans must be approved prior to announcing and placing the engagement on sale. E-mail all marketing plans to Melinda Donahew (melinda@caseydonahew.com).
- Purchaser to provide ticket counts to WME/Nashville on Wednesdays starting three (3) months prior to show. Counts should be called in to 615-963-3352 or emailed to nashticketcounts@wmeagency.com by 12:00 Noon CST on ticket count days.
- Purchaser understands that Artist will be offering a limited Casey Donahew VIP Meet & Greet Experience through their website for an additional \$50 above ticket price and does NOT include admission to the event. Artist retains 100% of these sales. This experience is in addition to any advanced meet and greet that Purchaser requests.
- *ARTIST AGREES TO THE FOLLOWING:
 - Fair requests Artist provide (20) t-shirts at \$10 a piece for staff, subject to advance with tour manager.
 - Purchaser requests that Artist participates in a meet & greet with a maximum of thirty (30) guests. Time, location, and duration to be determined by Artist's tour manager, per advance. Participation in Meet & Greet per Artist's discretion subject to the status of the current national health crisis. If artist is unable to provide a Meet & Greet, purchaser requests 30 signed autographed pictures for VIPs and Sponsors.
 - The Artists will make best efforts to, at no additional costs to the Purchaser, provide pre-approved and fully cleared audio and/or visual materials to be used to promote the Festival. Artist will make best efforts to support the Festival marketing efforts with a minimum of the following:
 - *Reference to Event after Line Up Announcement and Sales Announcement
 - *Reference to the event in at least 1 artist-controlled email distribution.
 - *Reference to the event on all artist-controlled advertising materials, event listings and websites.
 - *Reference to the event in at least 1 social media posts across each active artist social media accounts
 - *Marketing Support 1 to 2 months prior to Fair:
 - *Promo Video: Artist will make best efforts to provide a 15-30 second video clip about Event to be used in Event's Advertising at no cost to Purchaser.
 - *A minimum of one (1) posts on Artist's Facebook about Event
 - *A minimum of one (1) posts on Artist's Instagram about Event
 - *A minimum of one (1) posts on Artist's Twitter about Event
 - Artist gives immediate permission to announce, advertise, and go on-sale with written approval.
 - Event has multiple commercial and media sponsors that could have signage at, on, near, and/or around stage and Event grounds, which does not interfere with the Artists performance nor imply Artist's endorsement in any way.
 - The Artist acknowledges that there may be non-recording video screens or monitors used at this event.
 - Radius Clause Agreement: Artist will agree that the Artist's performance at the Event will be the Artist's only appearance (private or public) within the geographic area set forth above and for the frame set forth above. Any change to this requires Purchaser's prior written approval. *Radius excludes a play in Colorado Springs, CO.

Initial _____

Appendix B

Artist's contract face and terms and conditions subject to Purchaser's Fully Negotiated Addendum
See Addendum "A"

Josh Turner Saturday, August 5, 2023

- One Seventy-five (75) Min show
 - Purchaser to provide adequate sound, lights, and local crew per advance with artist's Production Manager. Josh Turner production equipment may include custom staging, front-of-house console, monitor console, backline, front-of-house and monitor effects racks. These items are for the sole use of Josh Turner. Existing fair production and catering in place.
 - Purchaser to provide and pay for hot breakfast, hot lunch and dinner per advance with artist's Tour Manager - food sensitivities and allergies apply. NO alcohol, bus catering, dressing room food, or after show food will be provided. Meals to be mutually agreed upon during advance
 - Purchaser to provide and pay for local ground transportation to include one (1) 7-passenger minivan or SUV and runner within twenty (20) miles of the venue as required by Artist. Airport pick up and return available for locally airports only.
 - Any meet & greets required by Purchaser MUST be before show (preferably no later than 1 hour before show).
 - 30-minute changeover time required for all dates where there is a support act.
 - Artist's inclusion on an event T-shirt or any other event related merchandise must be approved in writing with Artist's management 615-742-0099.
 - All proposed ad break and on-sale dates must be approved in writing by Amber Sunder (asunder@modmgmt.com).
 - All advertising materials including ad mats, radio spots, and TV spots must be approved by Amber Sunder (asunder@modmgmt.com) before they are utilized.
 - No radio presents/welcomes will be awarded without prior written approval from Amber Sunder (asunder@modmgmt.com).
 - Purchaser agrees that no logos or signage displaying alcohol or tobacco sponsors will be permitted on the stage.
 - Purchaser to provide ticket counts to WME/Nashville on Wednesdays starting 3 months prior to day of show. Counts should be called in to 615-963-3352 or emailed to nashticketcounts@wmeentertainment.com by 12:00 Noon CST on ticket count days.
- *ARTIST AGREES TO THE FOLLOWING:**
- Artist gives immediate permission to announce, advertise, and go on-sale with written approval.
 - Event has multiple commercial and media sponsors that could have signage at, on, near, and/or around stage and Event grounds, which does not interfere with the Artists performance nor imply Artist's endorsement in any way.
 - The Artist acknowledges that there may be non-recording video screens or monitors used at this event.
 - Artist agrees not to perform at any publicly advertised engagement, or advertise any engagement that will occur, within 150 miles from confirmation of date until 60 days after the completion of this engagement unless such advertising is approved in advance by the Purchaser.
 - There is no fair admission

- Artist requires 100% merch rate on Books AND Posters – Artist Sells
- All support acts and show line-up (and any changes to the foregoing) are subject to Artist’s prior approval. Purchaser must submit list of potential support acts for management approval prior to confirming any Artist as support. Final approval remains with Fair
- Purchaser requests that Artist participates in a meet & greet with a maximum of thirty (30) guests. Time, location and duration to be determined by Artist's tour manager, per advance. Participation in Meet & Greet per Artist's discretion subject to the status of the current national health crisis.
- If Artist is unable to provide a Meet & Greet Purchaser requests 30 signed autographed pictures for VIPs & Sponsors.

-

Initial _____

CONTRACT ADDENDUM A

FULLY NEGOTIATED NESTE LIVE! / WME CONTRACT ADDENDUM

This **EventClientName** engagement contract addendum (the "**EventClientName** Addendum") is hereby attached to and made a part of the engagement contract hereunder (the "Contract") between **EventClientName** (the "Purchaser") and **Artist Loan Out Company** ("Producer") f/s/o **Artist Name** ("Artist"), as defined on the face of the Contract, in connection with the Artist's performance(s) (the "Engagement(s)") at the venue(s) described therein (the "Venue(s)"). In the event of a conflict between the **EventClientName** Addendum and the Contract or any other addendum or rider of the Contract, the **EventClientName** Addendum will control to the extent of the conflict only.

SECTION I: DEFINITIONS

(a) "**Combined Single Limit**" Bodily Injury and Property Damage coverage expressed as one single amount of coverage.

(b) "**Invitee**" A person who enters another's property, premises or business establishment upon invitation. The invitation may be direct and express or implied. A concert patron would qualify as an invitee. An invitee is distinguished from a trespasser who enters another's property without permission or invitation.

(c) "**Liability Insurance**" A part of the general insurance system of risk financing to protect the "insured" from the risks of liabilities imposed by lawsuits and similar claims.

(d) "**Public Liability Insurance**" The insurance that covers the risk of amount any party may need to pay a person if such person suffers death, injury or property loss on the venue premises.

(e) "**Vis Majeure Event**" (aka "–Act of God") A violent and catastrophic event caused by forces of nature, including but not limited to, earthquake, flood, volcanic eruption, lightning, hurricane or tornado, which (i) shall not have been within the reasonable control of either party, (ii) shall not have been foreseen by either party, (iii) shall not have been preventable, avoidable or rectifiable by the reasonable due diligence or prudence of either party, and (iv) shall make fulfillment of the contractual obligation by either party impossible, impracticable or unsafe.

(f) "**Workers' Compensation**" A state-mandated insurance program that provides compensation to employees and any other applicable persons who suffer job-related injuries and illnesses.

SECTION II: FORCE MAJEURE

(a) In the event of cancellation due to a Force Majeure Event, the parties shall be fully excused of their obligations, Purchaser shall not be required to pay the performance fee (nor any other monies hereunder), there shall be no claim for damages relating thereto, Artist shall return all deposits and other monies previously paid by Purchaser within ten (10) days of cancellation, each party shall be responsible for its own respective expenses, and neither party shall have any further obligations to the other in connection with this Agreement.

(b) A Force Majeure Event shall mean an event beyond either party's reasonable control, that renders the production of this festival/event or the Artist's performance thereon impossible, impracticable, unfeasible or unsafe, including without limitation, Artist illness, injury or death; act or regulation of public authority; fire or wildfire; flooding; adverse weather; hazardous conditions; lockout, strike or other labor dispute, riot, civil unrest or commotion, or threats of any of the foregoing; disease, epidemic, pandemic (e.g. Covid-19 and its variants, Ebola, SARS, etc); substantial interruption in, delay or failure of necessary transportation or technical/production facilities, utilities or equipment; war conditions; act of public enemy or terrorism or threats thereof; emergencies; or acts of God. Cancellation by Purchaser due to Covid-19 or its variants shall be a Force Majeure Event when there are governmental or public authority rules, regulations, restrictions, or advice relating to COVID-19/variants imposed

by or reasonably anticipated to be imposed by the venue, unions or applicable governmental and/or public authorities that cause either (i) a cancellation of the festival/event (ii) a material reduction in the festival/event's capacity; (iv) adverse impact on the admissions procedures; and/or (v) adversely impacts the operations of the festival/event. Low ticket sales/underperformance due to people being skittish about Covid-19 shall not be deemed to be a Force Majeure Event.

(c) **Inclement Weather:** Artist shall perform rain or shine. However, notwithstanding the Force Majeure Event provision above, if Purchaser cancels the Performance due to adverse weather (e.g. rain, hurricane, flood, storm, tornadoes, high winds, electrical storm) directly affecting the Artist's performance of the Festival/event, then Purchaser shall pay Artist the full performance fee provided that Artist is ready, willing, and able to perform at the time of Purchaser's cancellation. For the avoidance of doubt, the foregoing payment is for Purchaser's cancellation of the Artist's performance or festival/event due to adverse weather, not due to Artist's own inability to get to the festival/event due to adverse weather (e.g. Artist flight delays, etc.) or otherwise.

(d) Notwithstanding subsection II (a) above, if Purchaser cancels the Artist's performance due to a Force Majeure Event after the Artist has already taken the stage and commenced their live performance, then Purchaser shall pay Artist the full performance fee notwithstanding such cancellation, provided that the Force Majeure Event is something affecting the Event itself, and not something solely affecting the Company/Artist (e.g. Artist disability, illness, failure of Artist's own production, etc).

SECTION III: CANCELLATION

Unless otherwise agreed in the Contract Face, there shall be no cancellation privileges excepting force majeure, vis majeure, and Purchaser or Artist/Producer breach that is not cured as provided for hereinafter. Any such cure shall not occur later than within a reasonable time prior to performance.

SECTION IV: RADIUS CLAUSE

(a) Subject to the terms of the Contract Face, Producer acknowledges and agrees that Artist shall not perform at any publicly advertised engagement within a one hundred and fifty (150) mile radius of Engagement location from confirmation of Engagement, until thirty 30 days following date of Engagement, without the express written consent of the Purchaser (the "Radius Clause"). Purchaser shall have sole discretion on the granting of such consent, and shall have the right to withhold consent if, in the reasonable business judgment of the Purchaser, such performance may in any way detrimentally impact the Engagement hereunder. For clarification, there shall be no public advertising authorized by Producer of any other engagement within this radius clause until after this engagement has played.

SECTION V: INSURANCE

(a) Purchaser shall provide public and comprehensive general liability insurance, in the amount required by the Venue, but in no event shall amount of coverage be less than Three Million Dollars (\$3,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate. The foregoing insurance limits may be reached through Excess and/or Umbrella Liability Policies, provided all layers of coverage follow form or provide matching language. Purchaser will provide a Certificate of Insurance (COI) evidencing required limit of coverage upon request. Said policy shall be the primary coverage in the event of any claims or actions that may arise as a result of the Engagement hereunder, and shall be in full force and effect at all times Producer and/or Artist or its representatives, managers, agents, employees, and independent contractors are in Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement.

(b) Said policy shall protect against claims, liability or losses resulting from any and all bodily injury or death suffered by invitees, Producer and/or Artist or their respective agents and/or employees as a consequence of the Engagement referred to herein.

(c) Said policy shall also protect against claims, liability or losses resulting from any and all damage sustained to property in the control of invitees resulting from the negligence or intentional conduct of Purchaser,

Producer and/or Artist or its representatives, managers, agents, employees, and independent contractors at the Engagement, when said property is in Venue or on Venue grounds. Notwithstanding the foregoing, and for further clarification thereof, unless said damage results from the negligence or intentional conduct of Purchaser or Purchaser's employees, agents, independent contractors, and/or subcontractors or arises while such property is under the care or supervision of Purchaser or Purchaser's agents and/or employees, independent contractors, and/or subcontractors, said policy shall not protect against claims, liability or losses resulting from any and all damage or loss sustained to property belonging to Producer and/or Artist or its agents and employees at the Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement. (See Section V. (f) below)

(d) Purchaser shall provide a Workman's Compensation insurance policy, as required by law, to cover bodily injury or illness sustained by Purchaser's employees who render services at the Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement, as a consequence of the installation, operation and/or maintenance of the equipment provided by Purchaser, Producer and/or Artist or its representatives, managers, agents, employees, or independent contractors.

(e) To the extent applicable under the law the Producer shall maintain a Workman's Compensation insurance policy to cover bodily injury or illness sustained by Producer and/or Producer's employees who render services at the Venue or on Venue grounds during, immediately preceding or subsequent to Engagement, as a consequence of the installation, operation and/or maintenance of the equipment provided by Purchaser, Producer and/or its representatives, managers, agents, employees, or independent contractors.

(f) Producer will maintain its own property insurance policy to protect against claims, liability or losses resulting from any and all damage or loss sustained to property belonging to or in the control of Producer and/or Artist or its representatives, managers, agents, employees, and independent contractors at the Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement. Producer's holding of such policy, or lack thereof, shall not affect Purchaser's obligations to maintain the policies as set forth herein nor any other rights of Producer and/or Artist as set forth herein.

(g) Any third party independent contractor who is performing services in conjunction with the Engagement shall be required to provide their own Worker's Compensation coverage.

(h) The aforementioned certificate of insurance policy shall be produced upon request of the Producer and/or Artist. Producer and/or Artist's failure to request or review such insurance certificates shall not affect Producer and/or Artist's rights or Purchaser's obligations hereunder.

(i) The foregoing paragraphs within this section shall be subject to the requirements of the applicable state or foreign law.

SECTION VI: INDEMNIFICATION

(a) Purchaser shall indemnify and hold harmless Producer and Artist, their respective representatives, managers, agents and employees from and against any claims, demands, actions, costs (including reasonable attorney fees and reasonable court costs), expenses, damages (excepting consequential and special damages), liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action brought by or on behalf of any third party, arising from, as the result of, or in connection with the negligence or intentional acts of Purchaser or Purchaser's agents and/or employees.

(b) Producer shall indemnify and hold harmless Purchaser and its employees from and against any claims, costs (including reasonable attorney fees and reasonable court costs), expenses, damages (excepting consequential and special damages), liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action brought by or on behalf of any third party, for death, bodily injury or property damage sustained at the Engagement directly due to the sole negligence of Producer and/or Artist, agents or employees.

SECTION VII: EVENT PRODUCTION

Any additions and/or modifications to Event's provided production must be advanced and mutually agreed upon. Producer and/or Artist, or agents or employees thereof, shall have sole and exclusive creative control of the Artist's Engagement. Notwithstanding the foregoing, in the spirit of providing an enjoyable performance for Engagement patrons while in no way interfering with the presentation of the performance, Purchaser shall have the right to instruct Producer and/or Artist to comply with certain reasonable regulations and standards related to aforementioned production, including but not limited to, maximum decibel levels and venue curfew.

SECTION VIII: MATERIAL BREACH

(a) Except as otherwise agreed in the Contract Face, if Producer cancels a confirmed, scheduled Performance after payment of deposit or fails to perform at the scheduled Engagement for any reason other than Force Majeure, Vis Majeure, inclement weather, or Purchaser's uncured material breach of this agreement or cancellation of the Event, Producer shall return any amounts previously received.

(b) In the event of a material breach by Purchaser, Producer and/or Artist shall have the right to cancel Engagement, and Purchaser shall forfeit any and all advance deposits paid in conjunction with the Contract hereunder in addition to any other rights set forth in Addendum A and/or the Artist Rider.

(c) Upon the breach of either party, the non-breaching party shall provide written notice to the breaching party, detailing the breach, and the breaching party shall be given a reasonable time after such notice in which to cure said breach. If Purchaser is believed to be in breach of the agreement, in no event shall such cure occur later than within a reasonable amount of time prior to performance. If said breach is cured within the time period allowed, no breach will be deemed to have occurred, and parties shall remain in contract as though breach did not occur.

SECTION IX: MERCHANDISE

(a) Purchaser and/or Venue, or representatives or employees thereof, shall provide Artist and/or Producer an area within which to sell merchandise. Best efforts will be made by Purchaser to place merchandise sales area in a public, secure, well-lighted area within Venue, with location of said merchandise sales area to be mutually agreed upon by the parties.

(b) Subject to the terms of the Contract Face, Purchaser and/or Venue, or representatives or employees thereof, shall retain twenty-five percent (25%), less any tax, of Artist soft-goods merchandise items and similar merchandise items (or 20% if Artist gives permission for name and/or likeness inclusion on event t-shirt), and ten percent (10%), less any tax, of records, CDs, Books and similar merchandise items.

(c) Purchaser acknowledges and agrees that Artist name and/or likeness shall not be used on any event merchandise without the express, prior, written permission of Producer.

SECTION X: PERFORMANCE REPRODUCTION

Purchaser shall not itself, nor shall it permit or authorize others to audio and/or video recording, broadcast, televise, film photograph, webcast, or otherwise reproduce the Engagement performance (or any portion thereof) without the prior and express written permission of the Producer and any other union or federation as may be so required by law or that is the customary business practice within the entertainment industry. Unless otherwise expressly noted, the parties agree that amateur still photography, within reason, shall be allowed without any such written permission.

SECTION XI: SPONSORSHIPS

(a) Producer agrees and acknowledges that Engagement and/or Venue may have existing corporate sponsorship(s), including but not limited to, consumer products and/or services, or radio stations, and signage for such sponsorship(s) shall be displayed throughout Venue during Engagement. Notwithstanding the foregoing, such sponsorship signage shall not be displayed on stage during Artist's performance at Engagement without the advance

written permission of the Producer. This does not include bottom, top or side scrim of previously disclosed sponsors as agreed between Producer and Purchaser, and/or as per advance. For clarification, the parties will work in good faith to accommodate any Artist sponsorship needs and address any sponsorship conflicts in a reasonably prudent manner. Furthermore, Purchaser agrees and acknowledges that said sponsorship(s) shall not be presented or construed in any such manner as to suggest or imply Artist endorses said sponsor(s) and or their product(s)/service(s).

(b) Purchaser acknowledges and agrees that Artist may have existing corporate tour sponsorship(s), however any incorporation of said sponsorship must be mutually agreed upon, such agreement not to be unreasonable withheld.

(c) Any exclusive presenting media outlet sponsorship of Engagement, including but not limited to, local and national radio, television and/or print outlets, shall be mutually agreed upon, in writing and in advance of Engagement, by all parties hereto.

SECTION XII: MISCELLANEOUS

(a) Parties acknowledge and agree to reasonably cooperate to advance the Engagement.

(b) Parties acknowledge and agree that due to the varied nature of Engagements and Venues, all requirements within Artist's rider may not be feasible, however, Purchaser agrees to make reasonable efforts to adhere to Artist's rider, and to negotiate in good faith with Producer or Producer's production company to reach mutually agreeable terms.

(c) Parties acknowledge and agree that any need for additional or supplemental musicians and/or vocalists, or any other performer(s), or backline necessary for the Engagement performance shall be included and negotiated in advance in the Contract.

(d) Parties acknowledge and agree that any security personnel provided by Purchaser and/or Venue are available to provide for the comfort and protection of the Artist and/or Producer, their employees, representatives, agents and guests. Purchaser shall provide adequate security.

(e) Parties acknowledge and agree that Producer may be subject to local, state or federal income tax, or similar tax as may be required by any governmental authority exercising rightful control, or a court of competent jurisdiction in such matters, or any other taxing authority to which this Engagement and or Venue must comply under penalty of law. Any such income taxes assessed shall be the sole and exclusive responsibility of the Producer.

(f) Each party hereby agrees to remain silent on choice of law and forum selection. For clarification, each party hereby reserves their rights to choose the law and forum they believe appropriate should a dispute arise.

(g) Subject to the terms of the Contract Face, Parties acknowledge and agree that purchaser shall be responsible for providing food and beverage service that can be reasonably expected to be served at this type of venue. No catering will be provided in dressing rooms. No after-show food, alcoholic beverages or tobacco will be provided. No bus stock except ice will be provided. No meal buyouts.

(h) Subject to the terms of the Contract Face, Parties acknowledge and agree that Purchaser shall provide local ground transportation for Artist, Producer and/or touring personnel to venue from local hotel and/or local airport. Said transportation shall be mutually agreed upon by Producer and Purchaser.

(i) Unless otherwise stated on the Contract Face, the parties acknowledge and agree that Purchaser shall not be responsible for providing hotel accommodations for Artist, Producer and/or touring personnel.

(j) If any term or provision hereof is held to be illegal, invalid, or unenforceable for any reason whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity or enforceability of the remainder of this agreement or any other provision.

(k) The failure of either party to demand strict performance by the other of any terms, covenants, or conditions as set forth herein shall not be construed as a continuing waiver or relinquishment thereof, or any other term, and either may demand strict and complete performance by the other of said terms, covenants, and conditions.

(l) In the event the Purchaser is a State, County or Governmental entity, the terms herein and in the attached performance agreement shall be limited to the extent permitted by the applicable governmental rules, regulations, and laws governing Purchaser.

SECTION XIII: MISCELLANEOUS EVENT SPECIFICS

(a) **SOUND LEVEL CONTROL:** It is an express condition of this contract that the buyer will have control of the maximum sound level volume at all times (in consultation with artist), and the artist's soundperson must cooperate with the buyer to achieve a satisfactory maximum level.

(b) **MEET AND GREETs:** Subject to the terms of the Contract Face, The artist agrees to participate in a 30 person meet and great with the event's committee members at the artist's convenience. Details such as time & location are to be determined during advance.

(c) **AUTOGRAPHS:** Subject to the terms of the Contract Face, the artist agrees to sign 10-15 items supplies by the Purchaser. Details to be determined during advance.

(d) **FINAL PAYMENT:** Final Artist payment shall be paid to and in the name of Producer by certified or cashier's check, bank wire, or cash (as mutually agreed upon during Event advance), to be received by Producer immediately prior to Artists' performance.

(e) **SUPPORT ARTISTS:** Unless previously agreed, final approval over all other performers to remain with Purchaser.

(f) **TAX INFORMATION:** Producer must supply buyer with customary tax information and federal ID number or social security number.

(g) **PROMOTIONAL MATERIALS:** Producer is requested, not required, to provide audio and visual advertising materials to be utilized within the event's advertising including, but not limited to, MP3s, JPEGs, short video clips, and artist logo.

Producer:

Purchaser:

By: _____
An Authorized Signatory

By: _____

Print Name: _____

Print Name: Jerry A. Sonnenberg