



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, June 29, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the June 15, 2021 meeting.

Unfinished Business
New Business

The Board will hold a public hearing for the consideration of a Special Events Malt, Vinous and Spirituous Liquor License for the July Jamz events to be held at the Logan County Courthouse Square, 315 Main Street for the dates of July 2, 9, 16, 23, 23 and 30, 2021.

Consideration of the approval of the following bids for services for the Logan County Fair and Rodeo:

- Parking Attendant Service – Fleming Boys Basketball \$2 per car.
- Fairgrounds Sweeping – City of Sterling has agreed to do this.

Consideration of the approval of a Fireworks Permit application on behalf of Our Town Fireworks for fireworks sales at 12915 County Road 37, Sterling, Colorado.

Consideration of the approval of a Fireworks Permit application on behalf of Discount Fireworks – Richard Kreabiel for fireworks sales at 198 Springdale Road, Sterling, Colorado.

Consideration of the approval of an agreement between Logan County and Andrew Timmerman and issuance of Right of Way Permit #2021-11 for use of the County Right of Way by boring under Logan County Road 29 for a new electrical line.

Consideration of the approval of a contract between Logan County and Braydon Zink for entertainment at the Logan County Fair Night Show, Saturday, August 7, 2021.

Other Business
Miscellaneous Business/Announcements

County Offices will be closed on Monday, July 5, 2021 due to the Independence Day holiday falling on Sunday.

The next meeting will be scheduled for Tuesday, July 6, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

June 15, 2021

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

Byron H. Pelton	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Administrative Support Specialist
Marilee Johnson	Tourist Information Center Director/County Public Information Officer

Jerry Casebolt	Logan County Emergency Manager
Rob Quint	Logan County Planning and Zoning
Russell Adels	Logan County Lodging Tax Board

Mark Brown
Roberta Brown
Laura Bacon
Jeff Rice

Journal Advocate

Chairman Pelton called the meeting to order at 9:53 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Hearing none, Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 1, 2021 meeting.
- Acknowledgment of the receipt of the Treasurer's report for the month of May, 2021
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of May, 2021.

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

Chairman Pelton continued with New Business:

Commissioner McBride moved to approve Resolution 2021-23 for Subdivision Exemption on behalf of the Brown Family Trust to create a 5.00 acre lot from a 40-acre parcel in an Agricultural Zone District in the West Half of the West Half of the Northwest Quarter (W2W2NW4) of Section 14, Township 7 North, Range 54 West of the Sixth Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried.

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

Commissioner Bauder moved to approve the Logan County Lodging Tax Board project for July Jamz in the amount of \$1,050.00. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve, with an amendment for change of the date (on the document), an Agreement for Service between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for the production, and management and supply of rodeo. Commissioner Bauder seconded and the motion carried 3-0.

Other Business

The next meeting will be scheduled for Tuesday, June 29, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:00 a.m.

Submitted by:



Administrative Support Specialist

Approved: June 29, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

Application for a Special Events Permit

Departmental Use Only

RECEIVED

JUN 01 2021

LIQUOR LICENSING

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 checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input 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:

- 2110 ☒ Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 ☐ Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

05-02733

1. Name of Applicant Organization or Political Candidate

LOGAN COUNTY CHAMBER OF COMMERCE

State Sales Tax Number (Required)

98-04792

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)

109 N Front St.

Sterling CO 80751

3. Address of Place to Have Special Event (include street, city/town and ZIP)

315 MAIN ST.

Sterling CO 80751

4. Authorized Representative of Qualifying Organization or Political Candidate

KATHY GUERIN

Date of Birth

1/18/1960

Phone Number

970-522-2495

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

130 N 3RD St, Sterling CO 80751

5. Event Manager

GLENNA PHELPS-AURICH

Date of Birth

1/29/1960

Phone Number

970-522-5070

Event Manager Home Address (Street, City, State, ZIP)

1130 Westview Ct Sterling CO 80751

Email Address of Event Manager

glenna.aurich@logancountychamber.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?

☒ No ☐ Yes How many days? 5

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes License Number

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 7/2/2021 Hours From 5:00 P.m. To 10:00 P.m.	Date 7/9/2021 Hours From 5:00 P.m. To 10:00 P.m.	Date 7/16/2021 Hours From 5:00 P.m. To 10:00 P.m.	Date 7/23/2021 Hours From 5:00 P.m. To 10:00 P.m.	Date 7/30/2021 Hours From 5:00 P.m. To 10:00 P.m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date 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

Glenna Phelps Aurich

Title

Executive Director

Date

5/16/2021

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)

- ☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

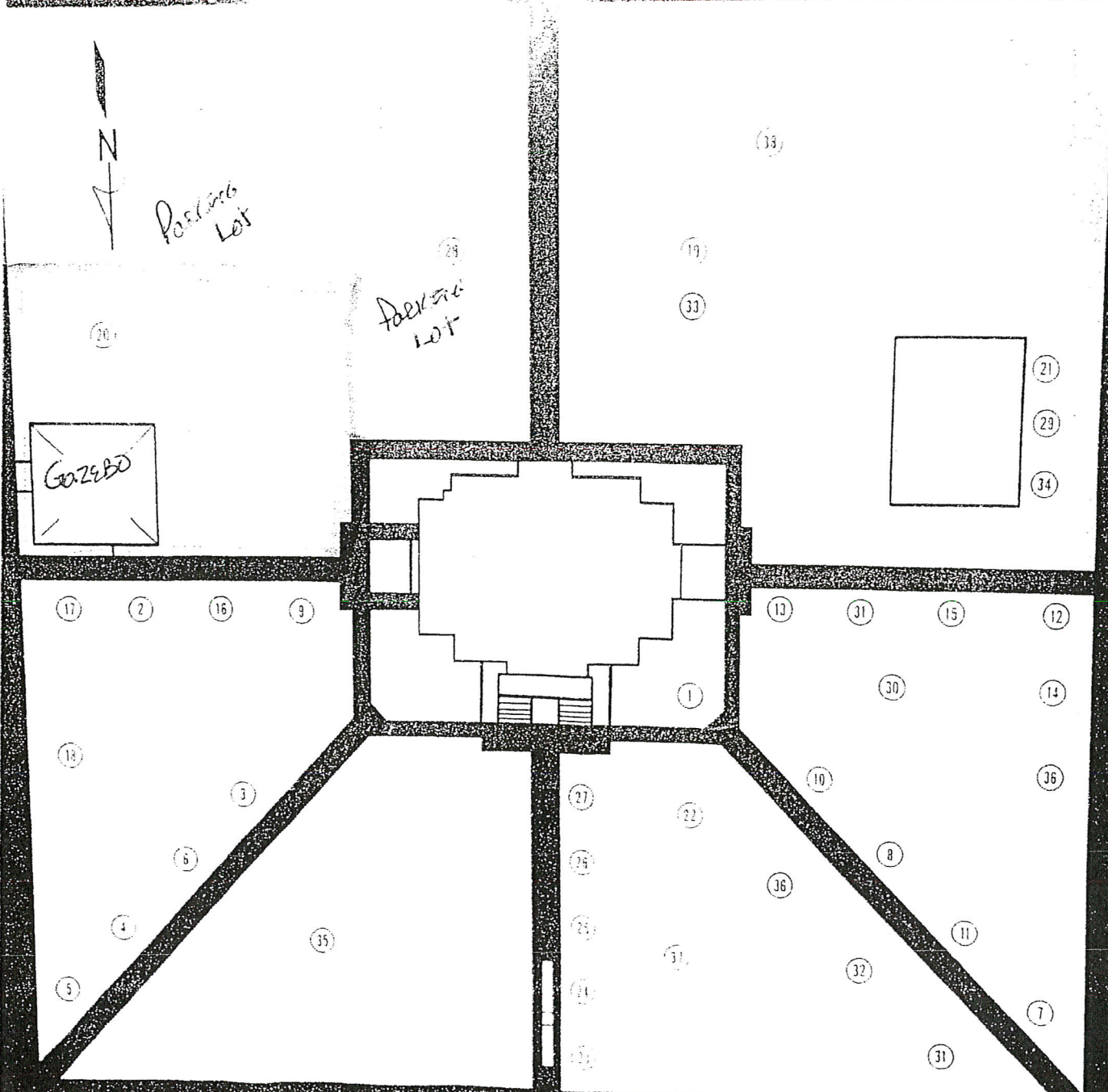
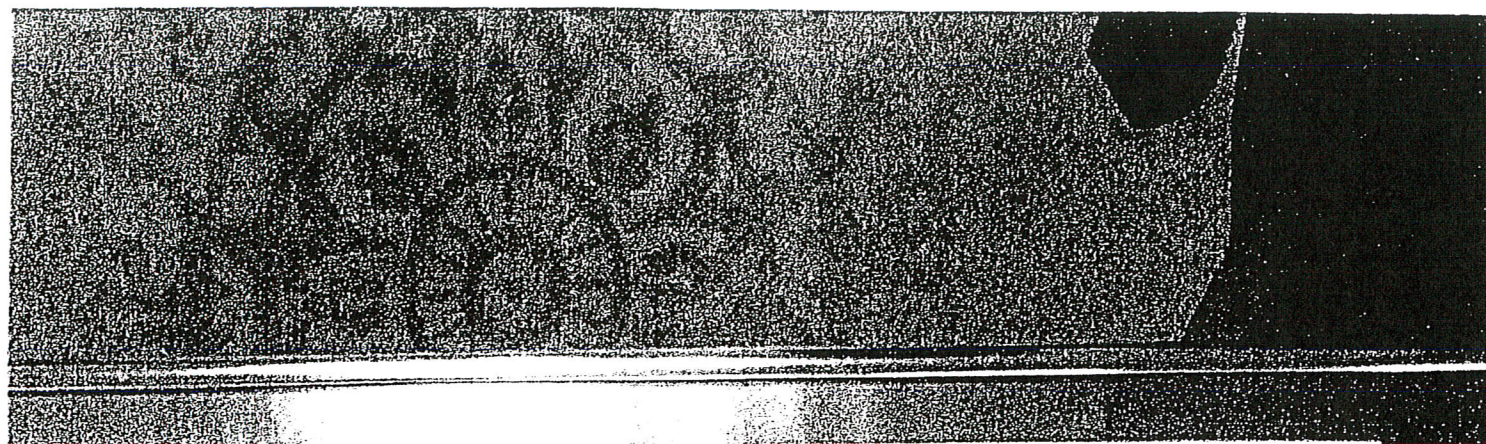
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$ 125.00

(Instructions on Reverse Side)

20852



LOGAN COUNTY TREE DONATION

Vivian & Morris Sanstead

Jennifer & Dave Curlee

Wayne G. Longren

Earl & Sadie Dancer

Blue Spruce

Littleleaf Linden

Radiata Cedar

21. Earl & Sadie Dancer

22. Bob Boney

23. Bob Boney

Locust

Canadian Cherry

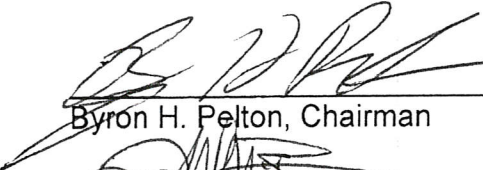


May 11, 2021

The Logan County Commissioners approve of the Logan County Chambers efforts to provide a beer garden at each July Jamz event June 19 and 26, July 2, 9, 16, 23 and 30th, in the Courthouse Square and approve the use of the attached designated property. The area will be designated as the south half of the east side of the Courthouse.

Sincerely,

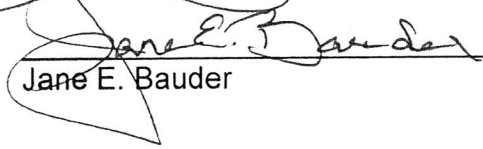
BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO


Byron H. Pelton, Chairman

10 MAY 2021
Date


Joseph A. McBride

5/10/21
Date


Jane E. Bauder

5-11-21
Date

”

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

LOGAN COUNTY CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 12/07/1937 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871102619 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/17/2021 that have been posted, and by documents delivered to this office electronically through 05/18/2021 @ 13:41:36 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/18/2021 @ 13:41:36 in accordance with applicable law. This certificate is assigned Confirmation Number 13178535 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



2021 Parking Attendant Services

Page 2

Submit your proposal to the Logan County Fair Board by **5 p.m. on March 26, 2021**. All proposals should be submitted in a sealed envelope and marked with "Parking Attendant Services". The Fair Board will be opening the Proposals on **April 8**, at the Fair Board meeting. Notification will be **April 23**, 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 \$ 2 per car

Fleming Boys Basketball

Name of Organization

Derek Feather

Agent

Phone Number at Fair Time (cell phone)

Address

Phone Number



2021 Parking Attendant Services

Page 2

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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 \$ 1400.⁰⁰

HOPE HOUSE SERVING Northeastern CO
Name of Organization

SHAWN WILSON 970 380-7885
Agent Phone Number at Fair Time (cell phone)

915 S. DIVISION AVE 970 380-7885
Address Phone Number



2021 Parking Attendant Services

Page 2

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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 \$ money collected for parking

Mandatory Company LLC
Name of Organization

John Atkinson
Agent

(702) 286-8287
Phone Number at Fair Time (cell phone)

P.O. Box 1408 Sterling, CO 80751
Address

(970) 370-5886
Phone Number

Fair Manager, Todd Thomas
thomast@logancountyco.gov

315 Main Street | Sterling, CO 80751



Fair Administrative Assistant, Karah Quint
quintk@logancountyco.gov

970-522-0888 ext 222

2021 Fairgrounds Sweeping

Proposal to provide sweeping of the Logan County Fairgrounds during the 2021 Logan County Fair being held July 29- August 8.

Specifications are as follows:

1. Sweep before the fair on July 31, at or before 10:00 a.m.
2. Sweep every day of the fair August 1 – August 8.
3. Sweep after the fair August 9.
4. Areas to be swept include the parking areas south of the exhibit center, and the vendor area west of the grandstands. This does NOT include the midway or carnival area.

Specifications will be met or payment will be withheld.

Submit your proposal to the Logan County Fair Board by **5 p.m. on March 26, 2021**. All proposals should be submitted in a sealed envelope and marked with "Fairgrounds Sweeping". The Fair Board will be opening the Proposals on **April 8**, at the Fair Board meeting. Notification will be **April 23**, 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 \$ 1488.00

Manditory Company LLC
Name of Organization

John Atkinson
Agent

PO Box 1408 Sterling CO 80751
Address

(702) 286-8287
Phone Number at Fair Time (cell phone)

(970) 370-5886
Phone Number

Fair Manager, Todd Thomas
thomast@logancountyco.gov

315 Main Street | Sterling, CO 80751



Fair Administrative Assistant, Karah Quint
quintk@logancountyco.gov

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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 \$ 1300.00

HOPE HOUSE SERVING NORTHEASTERN CO
Name of Organization

SHAUN WILSON
Agent

970 380 7885
Phone Number at Fair Time (cell phone)

915 S. DIVISION AVE
Address

970 380 7885
Phone Number

FIREWORKS PERMIT APPLICATION

(PLEASE TYPE OR PRINT CLEARLY)

APPLICANT INFORMATION

FEE 100.00

NAME Our Town Fireworks DATE 4-25-20
ADDRESS PO Box 248 PHONE 605 381 3091
CITY New Underwood ST SD ZIP 57761
BUSINESS LOCATION 12915 County Rd 37 outside city limits
Sterling CO

BUSINESS OWNER INFORMATION

NAME Boydston Enterprises, Inc PHONE 605 484 3027
ADDRESS Same
CITY _____ ST _____ ZIP _____

PROPERTY OWNER INFORMATION

NAME First Christian Church 46 Sonnenburg Agency, Sun
ADDRESS 12915 County Rd 37 PHONE 970-522-1681
CITY Sterling ST CO ZIP 80751

PROPOSED STRUCTURE

☐ TENT ☐ STAND (WOOD) ☐ STAND (METAL) ☐ TRAILER ☒ OTHER 45' walk thru container
(SPECIFY) container
SIZE _____ FT. LONG X _____ FT. WIDE X _____ FT. HIGH OCCUPANT LOAD _____
EXITS NO. 2 WIDTH 8' 3/16" SEPARATION 40' FACTOR = 30
F/X EQUIPMENT NO. OF EXTINGUISHERS 2 TYPE ABC

LOGAN COUNTY SALES TAX LICENSE NUMBER

02 55607 0015

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

APPLICANT'S SIGNATURE

DATE

4/25/21

Our Town Fireworks
Fireworks Stand FS2021-2
12915 CR 37, Sterling

LOGAN COUNTY PLANNING & ZONING CODE ENFORCEMENT DIVISION
315 MAIN STREET STERLING, COLORADO 80751
OFFICE 970-522-7879 FAX 970-522-4018

FIRE DEPARTMENT CHECKLIST
FOR DEPARTMENT USE ONLY

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

INSPECTION APPROVED _____ DATE ____/____/____
SIGNATURE FOR BUILDING INSPECTOR

INSPECTION APPROVED _____ DATE ____/____/____
SIGNATURE FOR FIRE DEPARTMENT

SALES TAX LICENSE HAS BEEN ACQUIRED ☒ YES ☐ NO

APPLICATION SUBMITTED ON OR BEFORE JUNE 8 ☒ YES ☐ NO

APPLICANT HAS MET ALL REQUIREMENTS OF THE FIRE DEPARTMENT ☐ YES ☐ NO

THE PERMIT FEE HAS BEEN PAID IN FULL ☒ YES ☐ NO 5/15/21 #1437

PERMIT APPROVED ON THIS DAY _____

Byron H. Pelton, Logan County Commissioner

Joseph A. McBride, Logan County Commissioner

Jane E. Bauder, Logan County Commissioner

Our Town Fireworks
Fireworks Stand FS2021-2
12915 CR 37, Sterling

FIREWORKS SALES PERMIT APPLICATION

(PLEASE TYPE OR PRINT CLEARLY)

APPLICANT INFORMATION

FEE 100.00

NAME Discount Fireworks- Richard Kriebel DATE 5/11/21

ADDRESS 1819 Red Brush St. PHONE _____

CITY Wichita ST KS ZIP 67206

BUSINESS LOCATION 198 Springfield Rd. Sterling, Co.

BUSINESS OWNER INFORMATION

NAME Northeast Colo. Shriners Club- Jerry Wardrip PHONE 522-0244

ADDRESS 408 Adams Circle

CITY Sterling ST CO ZIP 80751

PROPERTY OWNER INFORMATION

NAME Sterling Masonic Lodge PHONE 522-2622

ADDRESS 198 Springdale Road - P.O. Box 329

CITY Sterling ST CO ZIP 80751

PROPOSED STRUCTURE

TENT _____ STAND (WOOD) _____ STAND (METAL) _____ TRAILER _____ OTHER Existing Bldg.
(SPECIFY)

SIZE _____ FT. LONG X _____ FT. WIDE X _____ FT. HIGH OCCUPANT LOAD _____

FACTOR = 30

EXITS NO. 2 WIDTH Single SEPARATION _____

F/X EQUIPMENT _____ NO. OF EXTINGUISHERS 4 TYPE Meet Current Requirements

State
LOGAN COUNTY SALES TAX LICENSE NUMBER
06794535-000L

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

Jerry Wardrip
APPLICANTS SIGNATURE

5/11/21
DATE

DISCOUNT FIREWORKS
Fireworks Stand FS2021-1
198 Springdale Rd., Sterling

LOGAN COUNTY PLANNING & ZONING CODE ENFORCEMENT DIVISION

FIRE DEPARTMENT CHECKLIST
FOR DEPARTMENT USE ONLY

- ☐ Proper size, number and separation of exits.
- ☐ Exits are illuminated. Fixtures have separate sources of power when the occupant load exceeds 300.
- ☐ Exit signs are installed. Fixtures have separate sources of power when occupant load exceeds 300.
- ☐ Occupant load sign installed near the front entry/exit.
- ☐ NO SMOKING OR OPEN FLAME signs are installed
- ☐ Temporary building is structurally stable and anchored to the ground.
- ☐ There is a minimum of 50 feet between the stand and any other structure.
- ☐ Vegetation has been removed for a distance of thirty (30) feet around the structure.
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- ☐ Comments: Sales of Fireworks cannot commence until the Sterling Fire Department and Logan County Planning and Zoning inspections have been passed.

INSPECTION APPROVED _____ DATE ____/____/____
SIGNATURE FOR BUILDING INSPECTOR

INSPECTION APPROVED _____ DATE ____/____/____
SIGNATURE FOR FIRE DEPARTMENT

SALES TAX LICENSE HAS BEEN ACQUIRED ☐ YES ☐ NO

APPLICATION SUBMITTED ON OR BEFORE JUNE 8 ☒ YES ☐ NO

APPLICANT HAS MET ALL REQUIREMENTS OF THE FIRE DEPARTMENT ☐ YES ☐ NO

THE PERMIT FEE HAS BEEN PAID IN FULL ☒ YES ☐ NO 5/11/24 #1434

PERMIT APPROVED ON THIS DAY _____

Byron H. Pelton, Logan County Commissioner

Joseph A. McBride, Logan County Commissioner

Jane E. Bauder, Logan County Commissioner

DISCOUNT FIREWORKS
Fireworks Stand FS2021-1
198 Springdale Rd., Sterling

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

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

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): new electrical line
section 8 Township 753; and

WHEREAS, Applicant desires to install and construct a _____, which will be located (**Circle One**): along, bore under, or trench across CR 29, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct new electrical service, described above, in the right of way of CR 29, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than June 30, 2021.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Andrew Timmerman
ROW2021-11
Bore Under C.R. 29
14352 C.R. 22, Sterling

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

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

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

☐ Other Provisions: _____

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

Owner #1



Printed name

Andrew Timmerman

Signature

Owner #2

Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Printed name

Signature

Address: _____

Application Fee Paid

\$100⁰⁰ CK 19834

Date

6-2-2021

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

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

Andrew Timmerman
ROW2021-11
Bore Under C.R. 29
14352 C.R. 22, Sterling

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)



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View COVID-19 info

See case data on the map



Home

Set location



Work

Set location



Light traffic in this area

No delays nearby



Search this area

54°



Andrew Timmerman
ROW2021-11
Bore Under C.R. 29
14352 C.R. 22, Sterling



BRAYDON ZINK

Additional Terms and Conditions

~~PAYMENT—All deposits stated herein must be sent by January 1st, 2020 in the form of a cashiers/business check to Braydon Zink and be made payable to Braydon Zink.~~

All day of show payments must be made immediately ~~prior to~~ following first performance in the form of ~~cash or cashier's~~ county check to ARTIST unless otherwise agreed upon in advance.

~~Earned percentages, overages and/or bonuses, if applicable, are to be paid to ARTIST in CASH ONLY immediately following the show. When the ARTIST is to be paid based upon a percentage and/or expenses are factored into the wage agreed, the PURCHASER shall provide:~~

~~A. Printer's manifest and a box office statement signed by PURCHASER~~

~~B. PRODUCER's representative shall have access to box office at all times during performance~~

N/A

~~C. A final accounting of all gate receipts~~

~~***All shall be presented in an organized manner upon final settlement with ARTIST or ARTIST's representative. TICKET PRICE/VENUE CAPACITY—PURCHASER shall not raise the ticket price or increase the venue capacity as set forth in section below. If ticket price or venue capacity increases, 100% of excess revenue generated from the unauthorized increase will be paid in full to ARTIST in cash immediately upon the completion of the performance. If the ticket price or capacity is lower than stated on the face of this contract, PURCHASER shall make up the difference and the difference shall be paid in cash in full upon completion of show.~~

~~CANCELLATION—Unless otherwise stipulated to in writing, PURCHASER agrees that ARTIST may cancel the engagement hereunder without liability by giving the PURCHASER at least (30) days notice prior to the day of show. ARTIST shall also have the right to terminate this agreement without liability in the event PURCHASER fails to sign and return this Contract within 14 days of issue date of Contract.~~

NO CANCELLATION PRIVILEGES BY EITHER PARTY

In the event PURCHASER fails or refuses to make such payment forthwith, PRODUCER shall have the right to cancel this engagement by notice to PURCHASER to that effect, and to retain any amounts theretofore paid to PRODUCER by PURCHASER and PURCHASER shall remain liable to PRODUCER for the agreed price herein and forth.

FORCE MAJEURE – In the event that either Artist or Purchaser is unable or prevented from performance due to serious illness, accidents or accidents to means of transportation, civil tumult, strike, riots, epidemics, pandemics, contagion (including but not limited to the ongoing COVID-19 contagion), war conditions or similar circumstances, acts of God, orders of any governmental authority, or any other legitimate condition beyond their control, it is understood and agreed that this agreement shall terminate and each party shall be excused from its obligations under this agreement and shall have no claim for damages or other compensation against the other party by reason of the termination of this agreement, and any deposit paid by Purchaser to Artist shall be refunded to PURCHASER in full.

OUTDOOR ENGAGEMENTS - For outdoor engagements where performance is deemed impossible, infeasible, or unsafe, PURCHASER will provide an alternative indoor performance location. ARTIST is to be paid the full contract price "rain, shine, or inclement weather" and regardless of stage location.

PERFORMANCE RECORDINGS – No performance of the engagement shall be recorded, broadcast, televised, photographed, transmitted, or reproduced by PURCHASER or PURCHASER'S agents, in any manner or by any means whatsoever without written permission by ARTIST or management. The ARTIST acknowledges the prevalent use of "smartphone" cameras by the general public and agrees that such use shall not be deemed a breach of this agreement by PURCHASER.

INSURANCE/INDEMNITY – PURCHASER shall provide, at its sole cost, Commercial General Liability Insurance covering any claims, liabilities, or losses directly or indirectly resulting from injuries to any person (including bodily and personal injury) and from any property damage and/or loss in connection with the Engagement. Such insurance shall be in the amount required by the venue but shall not be less than \$1,000,000



BRAYDON ZINK

This CONTRACT is made by and between **Braydon Zink** (hereinafter referred to as "Artist") and **LOGAN COUNTY FAIR** (hereinafter referred to as "Purchaser"). This contract is to be signed by Purchaser and returned to braydonzinkmusic@gmail.com. ~~WITHIN 14 DAYS OF ISSUE DATE ALONG WITH A 50% DEPOSIT DUE BY JANUARY 1, 2021 MADE PAYABLE TO Braydon Zink;~~ and this contract shall consist of all provisions listed below as well as any attachments.

ANY AND ALL RIDERS ATTACHED HERETO HEREBY MADE A PART OF THIS CONTRACT*

This contract may become void if PURCHASER fails to return the contract and deposit by stated due date.

PLEASE RETURN CONTRACTS SIGNED VIA EMAIL OR BY MAIL TO 2200 Woods Loop, Driftwood, Texas 78619.

Show Date: August 7th, 2021

Venue: Logan County Fairgrounds

Venue Address: 1120 Pawnee Ave, Sterling, CO 80751

Venue Contact: Marilee Johnson

Venue Email: marileejohnson@gmail.com

Venue Website: www.lcfair.org

Buyer Name:

Buyer Email:

Buyer Phone: 970-580-6138

Sound Provided By: Purchaser

Light Provided By: Purchaser

Stage Provided By: Purchaser

Set Length: 1

Number of Sets: 1

Show Lineup: Travis Tritt, Braydon Zink

Curfew: N/A

Hotels: 3 Double Rooms

Performance Time: 8 pm

Time of Doors: 7 pm

Type of Show: Full Band

Outdoor: Yes

Covered: Yes

Age Limit:

All Merch: 100% to Artist plus BUYER REQUESTS 20

T-SHIRTS AT \$10 EACH FOR STAFF, OR 75% TO

ARTIST/25% TO VENUE

Tax %: 0.000

Terms:

Guarantee: \$4,000

Deposit 1: \$2,000

Deposit 1 Due: January 1, 2021

~~Deposits are to be made payable to: Braydon Zink by Cashier's/Certified Check, Money Order OR Bank Wire. BALANCE is due UPON DEMAND day of following show performance in Cash or Cashier's County Check and made payable to ARTIST.~~

We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract.

Purchaser: LOGAN COUNTY FAIR

Signatory: Braydon Zink

Signatory:

Signature:

Signature: _____

Date: 6-23-21

Cell Phone:

Date:



BRAYDON ZINK

aggregate and \$1,000,000 per event. Said insurance shall be in full force and effect at all times. PURCHASER shall provide ARTIST with a copy of the Certificate of Insurance prior to the performance. Also, PURCHASER shall, to the extent allowed by law, indemnify and hold ARTIST and ARTIST'S employees and representatives harmless from and against any and all claims, demands, actions, damages, liabilities, costs and expenses arising out of or in conjunction with any personal injury, death and loss of or damage to property which occurs in connection with any performance by ARTIST, unless caused by the gross negligence or intentional acts or omissions of ARTIST.

RELATIONSHIP - The relationship between ARTIST and PURCHASER is that of independent contractors. Nothing in this contract is intended to constitute the parties as a partnership, joint venture, employee/employer relationship, principal/agent relationship or other relationship and neither part shall represent itself to third parties as such.

BREACH/DISPUTES – In case of breach of contract by PURCHASER, PURCHASER agrees to pay the compensation agreed upon on page 1 of the contract. In the event that any disputes arise while this agreement is in force, the parties will submit the dispute to mediation and participate in good faith, prior to commencing any litigation in a court of competent jurisdiction.

GUEST LIST – ARTIST shall receive (at no cost) twenty (20) tickets, or seats, for personal use. All media requests for tickets must be fulfilled and not deducted from Zink's allotment.