

# AGENDA Logan County Board of Commissioners Logan County Courthouse, 315 Main Street, Sterling, Colorado Tuesday, March 21, 2023 - 9:30 a.m.

Call to Order Pledge of Allegiance Revisions to Agenda Consent Agenda

Approval of the Minutes of the March 7, 2023, meeting.

Acknowledge the receipt of the Sheriff's Fee report for the month of February 2023.

### **Unfinished Business**

The Board will consider the approval of Resolution 2023-3, redistricting and establishing boundaries of commissioner districts in Logan County in accordance with CRS 30-10-306.

### **New Business**

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

- Colorado Flatlanders Annual Rod Run in the Park \$3,000.00.
- International Feedlot Cowboys Finals & 50<sup>th</sup> \$5,500.00.
- High Plains Truck and Tractor Pull \$2,000.00.
- Visitor Promo Bags \$650.00.

Consideration of Resolution 2023-6, extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.

Consideration of Resolution 2023-7, extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

Consideration of the approval of Resolution 2023-8 and an application for Subdivision Exemption on behalf of Karen J. Scott, Ardis K. Wagner, & Sharon R. Atkins to create a 2.91-acre parcel from a 158-acre parcel in an Agricultural (A) zone district located in the SW 1/4 of Section 12, Township 8 North, Range 48 West, of the 6th Principle Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and North Sterling State Park and issuance of Right of Way Permit Number 2023-1 for use of the County Right of Way along County Road 33 for a driveway access.

Consideration of the approval of an application for Fireworks Display Permit on behalf of Sterling Boat Club for July 1 or July 2, 2023, at the Boat Dock at North Sterling State Park.

Consideration of the approval of an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for production of a Professional Bull Riding event on Tuesday, August 1, at the 2023 Logan County Fair.

Consideration of the approval of an agreement between Logan County and MGT of America Consulting, LLC for the preparation of the Fiscal Year 2022 Cost Allocation Plan.

Consideration of the approval of a contract between Logan County and Sure Sound and Lighting to provide the Audio, Lighting, Stage and Stage Hands for the Josh Turner Concert at the Logan County Fair on August 5, 2023.

# Other Business Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, April 4, 2023, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed Adjournment** 

### March 7, 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 & Recorder

Marilee Johnson Logan County Public Information Officer

Debbie Unrein Logan County Finance

Rick Cullip Logan County Buildings and Grounds
Trae Miller Logan County Economic Development

James Roelle Linda Roelle

Jill Distal Tom Kiel

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 to the agenda the Energy Moratorium 2022-33 and Moratorium 2022-32 for solar. Chairman Sonnenberg continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the February 21, 2023, meeting.
- Acknowledge the receipt of the Veteran's Service Officer Report for the month of February 2023.
- Acknowledge the receipt of the Solid Waste Supervisor's report for the month of February 2023.
- Acknowledge the receipt of the Treasurer's Semi-Annual Financial Report for the period July 1, 2022 December 31, 2022.
- Consideration of the approval of the renewal of a Retail Fermented Malt Beverage liquor license on behalf of Reata Liquors, Inc. at 29525 Highway 55 & I76 Crook, CO 80726

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

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg opened public comment on Resolution 2023-3 redistricting and establishing boundaries of commissioner districts of Logan County in accordance with CRS 30-10-306 on March 21, 2023. Chairman Sonnenberg seeing no public comments, left the public hearing testimony phase open through March 21, 2023, meeting.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for Resolution 2022-32 regarding the extension of the solar energy moratorium. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to extend moratorium 2022-32 to May 1, 2023, extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for Resolution 2022-33 regarding the extension of the wind energy moratorium. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to extend moratorium 2022-33 to May 1, 2023, extending the temporary moratorium on the issuance of permits related to the operation of Wind power generating facilities in Logan County. Commissioner Brownell seconded, and the motion carried 3-0.

The Board opened bids for the lease of six shares of the Springdale Ditch Company and the associated water delivery allocated by the Springdale Ditch Company to those shares for the 2023 growing season (and the 2024 assessments if applicable). Chairman Sonnenberg commented there were no bids received at this time. The bid process will remain open and if someone would like to bid they can contact the county commissioners.

The Board opened bids for the construction of an addition to the Logan County Fairgrounds Exhibit Center located at 1120 Pawnee Avenue, Sterling, CO to be used as a multi-purpose Community Center.

- TCC Cooperation in the amount of \$2,476,253.00
- Buildings by Design LLC in the amount of \$2,298,316.00

Commissioner McBride moved to accept the bids and forward them to Rick Cullip at Logan County Buildings and Grounds for review and recommendation. 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 2023-4 approving the application of James L. Roelle and Linda M. Roelle to vacate the plat for Subdivision Exemption for James L. Roelle, recorded at Book 1004, Page 170 of the records of the Logan County Clerk and Recorder. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-4 approving the application of James L. Roelle and Linda M. Roelle to vacate the plat for Subdivision Exemption for James L. Roelle, recorded at Book 1004, Page 170 of the records of the Logan County Clerk and Recorder. 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 2023-5 and an application for Sudivision exemption on behalf of James L. Roelle Family Trust and Linda M. Roelle Family Trust to create a 19.24-acre parcel from a 75.44-acre parcel in the Southwest Quarter of Section 19, Township 12 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, in Logan County, Colorado in an Agricultural (A) zone district for use as a residence. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-5 and an application for Sudivision exemption on behalf of James L. Roelle Family Trust and Linda M. Roelle Family Trust to create a 19.24-acre parcel from a

75.44-acre parcel in the Southwest Quarter of Section 19, Township 12 North, Range 51 West of the 6<sup>th</sup> Principal Meridian, in Logan County, Colorado in an Agricultural (A) zone district 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 participation forms for proceeds from opioid settlements from the following companies: Teva, Allergan, Walgreens, Walmart and CVS. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve participation forms for proceeds from opioid settlements from the following companies: Teva, Allergan, Walgreens, Walmart and CVS and authorize the Chairman to sign. Commissioner Brownell seconded, and the motion carried 3-0.

### **Other Business**

The next regular meeting will be scheduled for Tuesday, March 21, 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 9:45 a.m.

Submitted by:	Logan County Clerk
Approved: March 21, 2023	BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO
(seal)	By:  Jerry A. Sonnenberg, Chairman
Attest:	ž
Logan County Clerk & Recorder	

		CIVIL	PAYME	NT:	S				
111		F	eb-23	-11.000					
Date	Check #	Business Check #	Sheriff#	Amount of Refund		Amoun Owed to County			
2/15/2023	965	202386	2023-79	\$	35.00	\$	15.00	\$	20.00
2/27/2023	968	692642	2023-90	\$	40.00	5	15.00	\$	25.00
2/27/2023	969	6752	2023-80	\$	51.00	\$	15.00	\$	36.00
		2 1/20 50 000		To	otal Owe	d to	County	\$	81.00

C	IVIL PA	YMENTS	C	REDIT	C	ARD	s		
		Feb	-23						
Date	Check #	Sheriff #	A	mount	Amount of Refund		0	Amount Owed to County	
2/8/2023		2023-66	\$	40.00			\$	40.00	
2/10/2023	963	2023-65	\$	53.00	\$	15.00	\$	38.00	
2/10/2023		2023-71	\$	35.00	CATEGOR		\$	35.00	
2/13/2023		2023-54	5	80.00			\$	80.00	
2/13/2023		2023-76	\$	40.00		- 220	\$	40.00	
2/13/2023		2023-59	\$	54.00		-01001 0011	\$	54.00	
2/14/2023	964	2023-64	\$	56.00	\$	20.00	\$	36.00	
2/15/2023		2023-68	5	80.00			\$	80.00	
2/16/2023		2023-81/82	\$	45.00		november of the con-	\$	45.00	
2/21/2023	966	2023-67	\$	54.00	\$	15.00	5	39.00	
2/21/2023	967	2023-69/70	5	59.00	\$	15.00	\$	44.00	
2/21/2023		2023-83/84	\$	50.00			\$	50.00	
2/21/2023		2023-73	\$	80.00			5	80.00	
2/22/2023		2023-86	\$	35.00			5	35.00	
2/28/2023	970	2023-96	5	35.00	\$	15.00	\$	20.00	
3/6/2023		2023-104	\$	40.00			\$	40.00	
3/6/2023		2023-110	5	35.00			5	35.00	
		Total O	wed t	o County			S	791.00	

OTARY/SEX (	OFFENDERS/RI	-	EQUEST	CF	REDI
	Feb-	·23			
Date	Sheriff#	Amount	Amount of Refund	Amount Owed to County	
2/7/2023		\$12.00		\$	12.00
2/13/2023		\$12.00		\$	12.00
2/24/2023		\$12.00		\$	12.00
3/6/2023		\$50.00		\$	50.00
	Total O	wed to County		\$	86.00

CHP C	REDIT CAR	DS	5
	Feb-23		
Date	Amount	Amount Owed to County	
2/6/2023	\$63.00	\$	63.00
2/7/2023	\$63.00	\$	63.00
2/8/2023	\$63.00	\$	63.00
2/9/2023	\$63.00	5	63.00
2/9/2023	\$63.00	\$	63.00
2/10/2023	\$63.00	5	63.00
2/10/2023	\$63.00	\$	63.00
2/10/2023	\$63.00	\$	63.00
2/13/2023	\$63.00	\$	63.00
2/13/2023	\$63.00	5	63.00
2/13/2023	\$63.00	\$	63.00
2/13/2023	\$63.00	\$	63.00
2/16/2023	\$63.00	\$	63.00
2/17/2023	\$63.00	\$	63.00
2/17/2023	\$152.50	\$	152.50
2/21/2023	\$63.00	\$	63.00
2/21/2023	\$63.00	\$	63.00
2/22/2023	\$63.00	\$	63.00
2/22/2023	\$152.50	\$	152.50
2/24/2023	\$63.00	\$	63.00
2/24/2023	\$63.00	\$	63.00
2/27/2023	\$63.00	\$	63.00
3/2/2023	\$63.00	\$	63.00
3/2/2023	\$63.00	\$	63.00
3/3/2023	\$63.00	5	63.00
3/3/2023	\$152.50	5	152.50
3/3/2023	\$63.00	\$	63.00
3/6/2023	\$63.00	\$	63.00
Т	otal Owed to County	\$	2,032.50

\* Emailed to Jennifes 03.10.2023 @1:29 pm 8

DEPOSIT TAKEN TO BANK OF COLORADO \$ 126.00

### RESOLUTION NO. 2023 - 3

A RESOLUTION ESTABLISHING THE BOUNDARIES OF COMMISSIONER DISTRICTS OF LOGAN COUNTY IN ACCORDANCE WITH COLORADO REVISED STATUTES SECTION 30-10-306.

WHEREAS, Colorado Revised Statutes section 30-10-306(1) requires the Board of County Commissioners to divide the County into three compact districts, each of which shall be consecutively numbered and as nearly equal in population as possible; and

WHEREAS, Colorado Revised Statutes section 30-10-306(4) provides that each district shall be revised by September 30<sup>th</sup> of the second odd-numbered year following each federal census of the United States to assure that such districts shall be as nearly equal in population as possible based on such census; and

WHEREAS, the Board of County Commissioners has determined that a revision of the districts is necessary due to the population changes reflected in the last federal census; and

WHEREAS, the Board of County Commissioners has determined that the revised district boundaries legally described below and diagramed in the maps of the Logan County and the City of Sterling, which are attached hereto and fully incorporated herein by reference, more accurately result in districts of nearly equal population.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the following described districts shall, from and after the effective date hereof, comprise the Commissioner's districts in Logan County, Colorado, all as required by Colorado Revised Statutes section 30-10-306:

#### **DISTRICT NO. 1**

T.6 N., T. 7 N., T. 8 N., T. 9 N., and that part of T.10 N. and T.11 N. lying South of the center line of U.S. and State Highway No. 138; all in R. 48 W. of the 6<sup>th</sup> P.M.

T. 6 N., T. 7 N., T. 8 N., T. 9 N., and that part of T. 10 N., lying South of the center line of U.S. and State Highway No. 138; all in R. 49 W. of the  $6^{th}$  P.M.

Sections 1, 12, 13, 24, 25 and 36 in T. 6 N.; Sections 1-6, 12, 13, 24, 25 and 36 in T. 7 N.; T. 8 N.; and that part of T. 9 N. and T. 10 N. lying South of the center line of U.S. and State Highway No. 138; all in R. 50 W. of the  $6^{th}$  P.M.

Sections 1-5 and that part of Section 6 lying North of the center line of State Highway No. 61 in T. 7 N.; T. 8 N.; and that part of T. 9 N. lying South of the center line of U.S. and State Highway No. 138; all in R. 51 W. of the  $6^{th}$  P.M.

That part of Sections 1 and 2 lying North of the center line of State Highway No. 61; that part of Sections 2 lying North of the center line of Iris Drive/CR 26 and West of the South Platte River; all in T. 7 N., R. 52 W. of the 6<sup>th</sup> P.M.

Sections 1- 5, 8-17, E½ Section 20, 21-28, 34, 35 and that part of sections 32,33 and 34 described as follows: beginning at the point of intersection of Lincoln Street and South Division Avenue; thence West along the center line of Lincoln Street to a point where said center line intersects South 4<sup>th</sup> Avenue; thence South along the center line of South 4<sup>th</sup> Avenue to a point where said center line intersects the center line of Iris Drive; thence East along the center line of Iris Drive to a point where said center line intersects the center line of U S. Highway No.6 (Chestnut Street); thence East along the center line U S. Highway No.6 intersects the center line of CR 26; thence East along the center line of CR 26 to a point which intersects the East line of Section 34; thence North along the East line of Section 34 to the Northeast corner of Section 33; thence West along the East line of Section 33 to the Northeast Corner of

Section 28; thence West along the North line of Section 28 to a point where said line intersects the center line of U. S Highway 138; thence Northeasterly along the center line of U.S. Highway 138 to a point where said center line intersects the center line of Pioneer Road; thence West along the center line of Pioneer Road to a point where said center line intersects the center line of County Road 39.5; thence South along the center line of County Road 39.5 to a point where said center line intersects the center line of Franklin Street; thence East along the center line of Franklin Street to a point where said center line intersects the center line of North 6th Street; thence South along the center line of North 6th Street to a point where said center line intersects the center line of the alley between Jackson and Broadway Streets; thence East along said center line of the alley between Jackson and Broadway Streets to a point where the center line intersects the center line of North 5th Street; thence South along said center line of North 5th Street to a point where said centerline intersects the center line of Broadway Street; thence West along the center line of Broadway Street to a point where said center line of Broadway Street intersects with the center line of N 4th Street; thence Southwesterly along said center line of N 4th Street to a point where said center line intersects with the center line of Chestnut Street; thence Northwesterly along the center line of Chestnut Street to a point where said centerline intersects the center line of South Division Avenue; thence South along the center line of South Division Avenue to a point where said center line intersects the center line of Lincoln Street (the point of beginning), all in T. 8 N., R. 52 W. of the 6th P.M.

Section 36 and those parts of Sections 25 and 35 lying South of the center line of U. S. and State Highway No. 138; all in T. 9 N., R. 52 W. of the 6<sup>th</sup> P.M.

### **DISTRICT NO. 2**

- T. 12 N., and those parts of T. 10 N. and T. 11 N. lying North of the center line of U. S. and State Highway No. 138; all in R. 48 W. of the  $6^{th}$  P.M.
- T. 11 N., T. 12 N., and that part of T. 10 N. lying North of the center line of U.S. and State Highway No. 138; all in R. 49 W. of the 6<sup>th</sup> P.M.
- T. 11 N., T. 12 N., and that part of T. 10 N. lying North of the center line of U.S. and State Highway No. 138; all in R. 50 W. of the 6<sup>th</sup> P.M.
- T. 10 N., T. 11 N., T. 12 N., and that part of T. 9 N. lying North of the center line of U.S. and State Highway No. 138; all in R. 51 W. of the 6<sup>th</sup> P.M.
- T. 10 N., T. 11 N., T. 12 N., Sections 1-23 and 27-34 in T. 9 N., and those parts of Sections 24, 25 and 35 in T.9 N. lying North of the center line of U.S. and State Highway No. 138; all in R. 52 W. of the  $6^{th}$  P.M.
- Sections 6, 7, 18, 19, 30, and the W1/2 of Section 20 which lies North of the center line of Colorado Highway No. 14; all in T. 8 N., R. 52 W. of the 6<sup>th</sup> P.M.

Those parts of Section 29, T. 8 N. which are described as follows: beginning at the point where Colorado Highway No. 14 intersects the West line of Section 29; thence East along the center line of Colorado Highway No. 14 (becomes Main Street) to the point where said center line intersects the center line of North Division Avenue; thence North along the center line of North Division Avenue to a point where said center line intersects the center line of North Division Avenue and Chestnut Street (Sterling S-Curve); thence Northeasterly along the center line of Chestnut Street (Sterling S-Curve) to a point where said center line intersects the center line of N 5<sup>th</sup> Street; thence Northeasterly along the center line of N 5<sup>th</sup> Street to a point where said center line intersects the center line of Chestnut Street; thence Southeasterly along the center line of North 4<sup>th</sup> Street; thence along the center line of North 4<sup>th</sup> Street to a point where said center line intersects with the center line of Broadway Street; thence West along the center line of Broadway Street; thence West along the center line of North 5<sup>th</sup> Street; thence North along the center line of North 5<sup>th</sup> Street; thence North along the center line of North 5<sup>th</sup>

Street to a point where said center line intersects the center line of the alley between Jackson Street and Broadway Street; thence West along the center line of the alley between Jackson and Broadway Streets to a point where said center line intersects the center line of North 6<sup>th</sup> Street; thence North along the center line of North 6<sup>th</sup> Street to a point where said center line intersects the center line of Franklin Street; thence West along the center line of Franklin Street to a point where said center line intersects the center line of North Division Avenue; thence North on the center line of North Division Avenue (County Road 39.5) to a point where said center line intersects the center line of Franklin Street; thence West along the center line Franklin Street to a point where said center line intersects the center line of North 7<sup>th</sup> Avenue; thence South along the center line of North 7<sup>th</sup> Avenue to a point where said center line intersects the center line of Main Street (the point of beginning); all in T. 8 N., R. 52 W. of 6<sup>th</sup> P.M.

T. 9 N., T. 10 N., T. 11. N., T. 12 N., and all that part of T. 8 N. lying North of the center line of Colorado Highway 14; all in R. 53 W. of the  $6^{th}$  P.M.

T. 10 N., T. 11 N., T. 12 N., and Sections 1-18 in T. 9 N.; all in R. 54 W. of the  $6^{th}$  P.M.

T. 10 N., T. 11 N., T. 12 N., and Sections 1-18 in T. 9 N.; all in R. 55 W. of the 6<sup>th</sup> P.M.

#### **DISTRICT NO. 3**

Sections 2-11, 14-23 and 26-35 in T. 6 N., and Sections 7-11, 14-23 and 26-35 in T. 7 N.; all in R. 50 W. of the  $6^{th}$  P.M.

T. 6 N., Sections 7-36 in T. 7 N., and that part of Section 6 lying South of State Highway No. 61 in T. 7 N.; all in R. 51 W. of the  $6^{th}$  P.M.

T.6 N., Sections 6-36 in T. 7 N., and those parts of Sections 1-5 in T. 7 N. described as follows: beginning at the point where U.S. Highway No. 6 intersects the North line of Section 5; thence South along the center line of U.S. Highway No. 6 to the point where said center line intersects the center line of Iris Drive/CR 26; thence East along the center line of Iris Drive to a point where said center line intersects the South Platte River; thence Northeasterly along the center line of the South Platte River to a point where said center line intersects the center line of U.S. Highway No.6 (Chestnut Street); thence East along the center line of U.S. Highway 6 to a point where the center line of U.S. Highway 6 intersects the center line of CR 26; thence Southeasterly along the center line of CR 26 to the Southeast corner of Section 34, T. 8 N., R. 52 W.; thence continuing southeasterly along the center line of CR 26 to a point where said center line intersects the center line of Colorado Highway 61; thence Southeasterly along the center line of Colorado Highway 61 (across Section 1, T. 7 N., R. 52 W. of the 6<sup>th</sup> P.M.) to a point where said center line intersects the East line of Section 1, T. 7 N., R. 52 W.; thence south along the East line of Section 1 to the Southeast corner of said Section 1; thence West along the South lines of Sections 1, 2, 3, 4 and 5 to the Southwest corner of Section 5, T. 7 N., R. 52 W.; thence North along the West line of Section 5 to the Northwest corner of Section 5; thence East along the North line of Section 5 to the point of beginning; all in R. 52 W. of the 6<sup>th</sup> P.M.

All of Section 31, T. 8 N., lying South of Colorado Highway No. 14 and that part of Section 32, T. 8 N., described as follows: beginning at the point where Colorado Highway No. 14 intersects the West line of Section 32; thence South along the West line of Section 32 to the Southwest corner of Section 32; thence East along the South line of Section 32 to the point where the South line of Section 32 intersects South 4<sup>th</sup> Avenue; thence North along the center line of South 4<sup>th</sup> Avenue to a point where said center line intersects the center line of Lincoln Street; thence East along the center line of Lincoln Street to the point where said center line intersects the center line of South Division Avenue to the point where said center line intersects the center line of West Main Street; thence West along the center line of West Main Street to the point where said center

line intersects the center line of South 6<sup>th</sup> Avenue which is the West line of Section 32 (point of beginning); all in R. 52 W. of 6<sup>th</sup> P.M.

Those portions of T. 6 N., T. 7 N. and T. 8 N. which lie South of the center line of Colorado Highway No. 14; all in R. 53 W. of the  $6^{th}$  P.M.

T. 6 N., T. 7 N., T. 8 N., and Sections 19-36 in T. 9 N.; all in R. 54 W. of the 6th P.M.

T. 7 N., T. 8 N., and Sections 19-36 in T. 9 N.; all in R. 55 W. of the 6th P.M.

BE IT FURTHER RESOLVED that original maps of Logan County and the City of Sterling, setting forth the boundaries of the Commissioner's Districts, are on file with the Logan County Clerk and Recorder, and a copy of the Logan County map is attached to this Resolution and incorporated herein by reference, and same shall be used with the legal descriptions set forth above to describe the boundaries of the Commissioner's districts in Logan County, Colorado; and in the event there is a conflict between the legal description set forth herein and said maps, the said maps shall be controlling; and in the event the district map of Logan County conflicts with the district map of the City of Sterling, the map of the City of Sterling shall control.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to affix his signature upon one or more maps of Logan County or portions thereof depicting the location of the above-described boundary lines of Commissioner districts for Logan County.

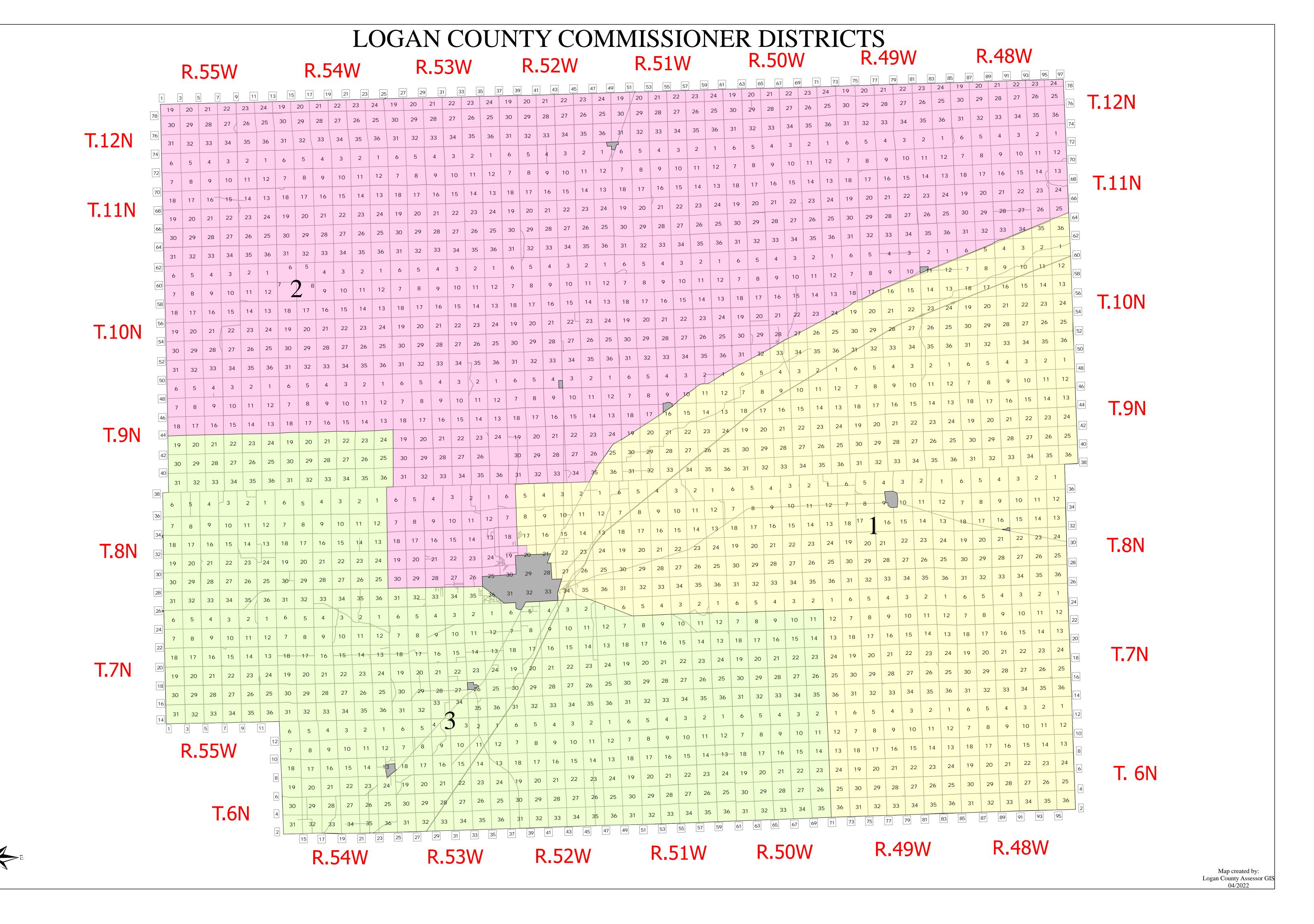
The Board of County Commissioners hereby finds that the above-described Commissioner districts are as compact and as nearly equal in population as possible, allin accordance with Colorado law.

This Resolution shall become effective immediately upon adoption.

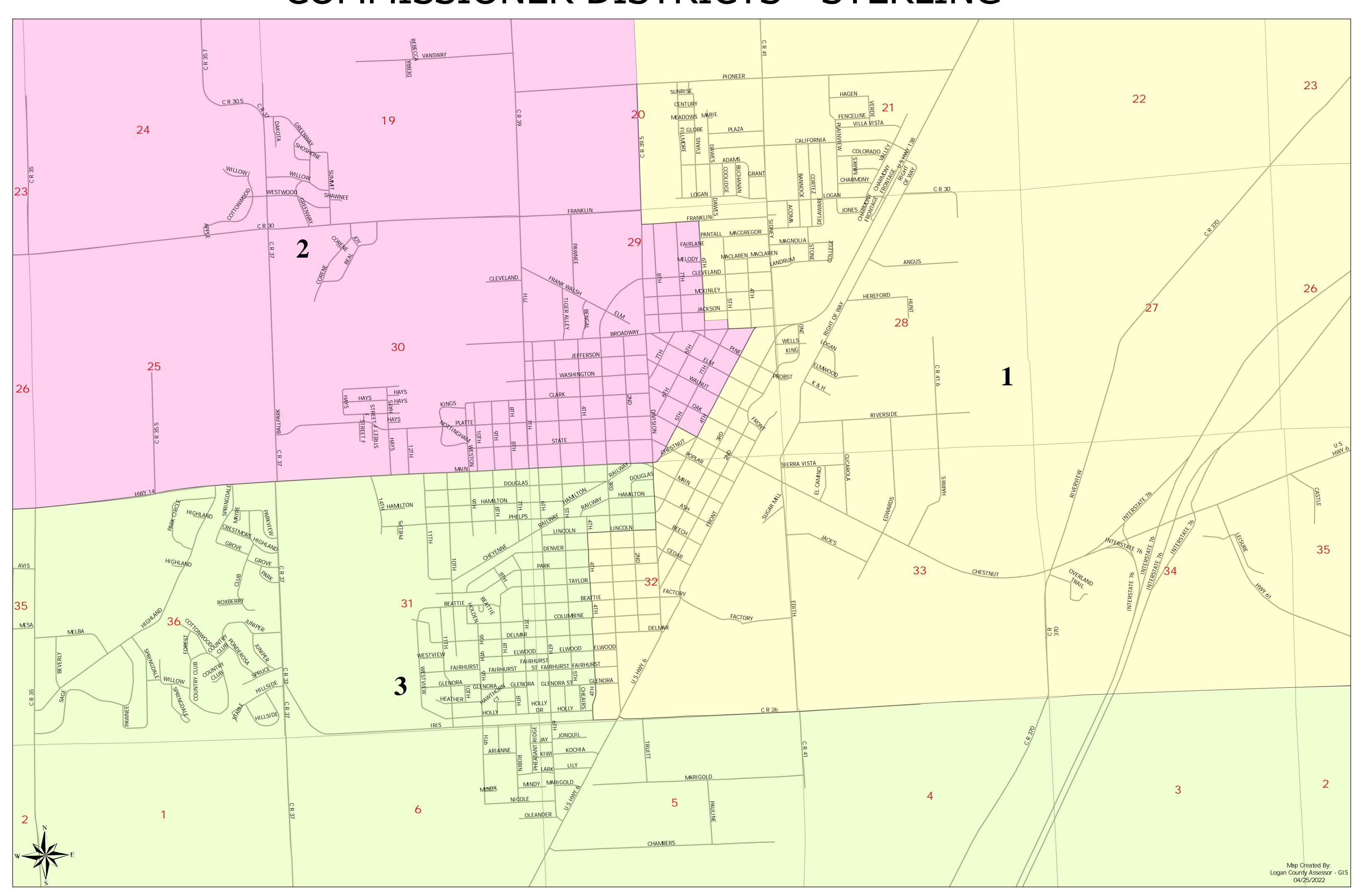
Adopted this 21st day of March 2023.

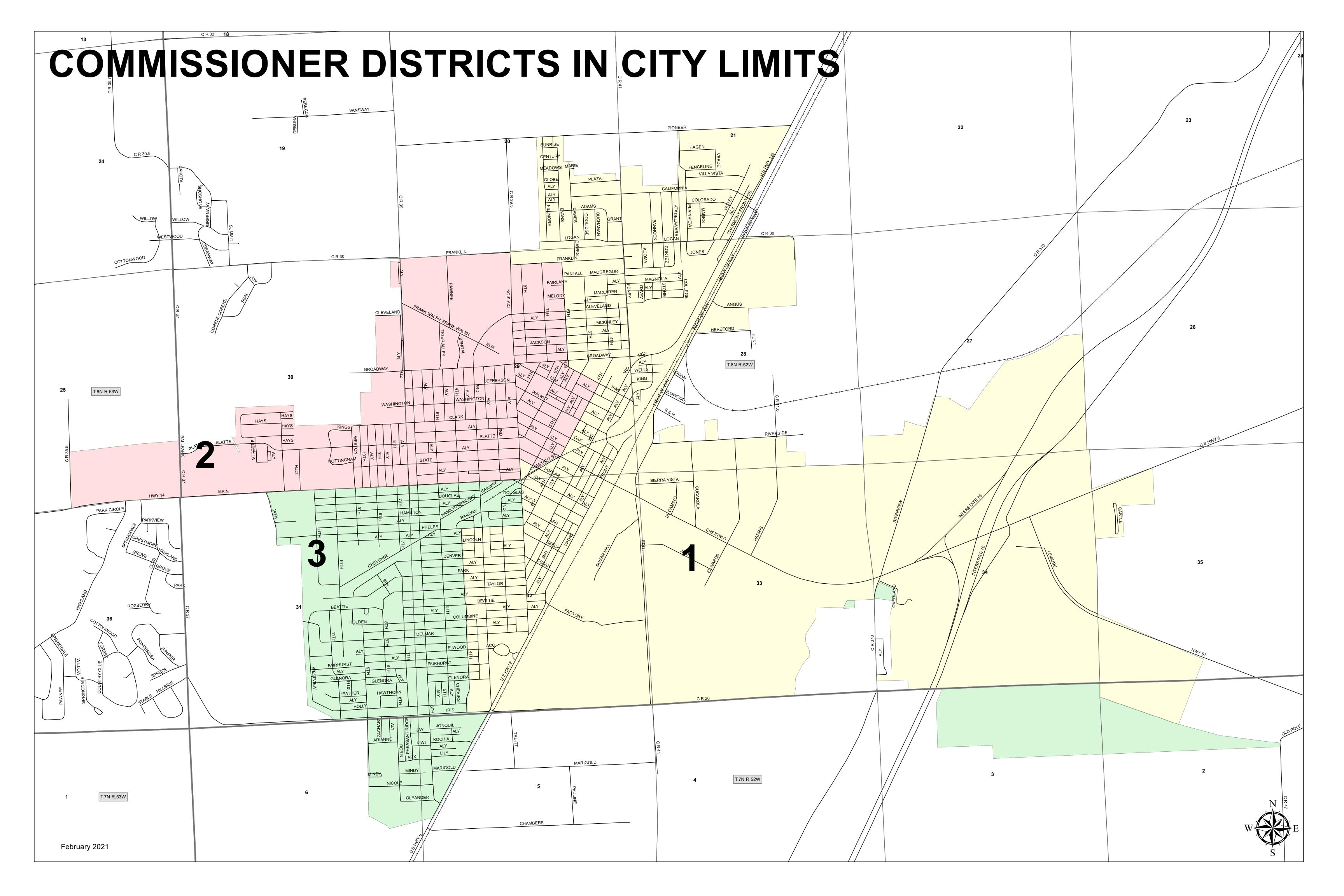
OGAN COUNTY BOARD OF COMMISSIONER
LOGAN COUNTY, COLORADO
(Aye)(Nay
Jerry A. Sonnenberg, Cha
(Aye)(Nay
Joseph A. McBrid
(Aye)(Nay
Mike Browne

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 21<sup>st</sup> day of March 2023.



# COMMISSIONER DISTRICTS - STERLING





### 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: 02/06/2023 Event / Project: Colorado F	latlanders Annual Ro	od Run in the Park	
Responsible Party: (Signature)			
Funds Payable to: (Organization) Colorado Flatlander	·s		
Mailing Address: PO Box 248, Sterling, CO 80751			
Date(s) of Activity: July 7th, 8th and 9th, 2023			
Amount requested: \$3,500.00	Approved	3000	

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 <a href="https://www.exploresterling.com">www.exploresterling.com</a> 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.

# LOGAN COUNTY LODGING TAX BOARD FUNDING APPLICATION

<ol> <li>EVENT / PROJECT: Colorado Flatlanders Annual Rod Run in the</li> </ol>	e Park
2. DATE(S) OF EVENT: July 7th, 8th and 9th, 2023	
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:	
31st Annual Car Show & Shine in Pioneer Park in Sterling,	CO
Friday Night Meet & Greet @ Korf, Saturday Show & Shine with	games, food and entertainment at Pioneer Park
Sunday poker run and awards presentation	
4. WHERE WILL EVENT BE HELD? Pioneer Park in Sterling, CO	
5. IS THIS EVENT ONE-TIME OR ANNUAL?	
6. BRIELY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVOLUTION OF LOGAN COUNTY?	ENT WILL BE MARKETED TO AUDIENCES
Multi-state advertising in The Scoop starting in March and goes t	hrough June 2023
Website, Facebook and Instagram advertising	
Ads in many Colorado newspapers outside of county during	May and June
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 200-250 come to	
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVEN	
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN	
A large percentage attend the three day event from out of the enjoy Sterling's shopping, restaurants, and activities. This is with all the shopping and restaurants boosted income and to in the local hotels.	ne region. They love to come to the area and Rod Run helps the Sterling area economically axes along with the 60-80 rooms rented
10. EVENT BUDGET (PLEASE ATTACH)	
Cherie Brungardt	02/06/2023
Signature	Date
*******************	**************
THIS PART OF FORM TO BE COMPLETD BY	LODGING TAX BOARD
Previous funding? Follow-up report?	

### **COLORADO FLATLANDERS 2023 ROD RUN BUDGET**

COLORAD	O FLATLANDERS 2023	ROD	RUN BU	DG	ET
**************************************	2023 Projected Income	out			
Sponsorships		\$	4,000.00		
Lodging Tax Board		\$	3,500.00		
Registration	200 x 35 each.	\$ \$ \$ \$ \$	7,000.00		
Food	Weekend	\$	300.00		
T-shirts		\$	2,500.00		
Banners		\$	200.00		
Pop and games		\$	100.00		
Gate	\$3 head	\$	1,000.00		
TOTAL INCOME PROJECTE	D 2023			\$	18,600.00
				7	10,000.00
	2022 Deciented F				
N .:	2023 Projected Expenses	-	100 / 100 PM A 1 100 PM A 1		
Nation Septic	Four port-a-potties	\$	280.00		
				\$	280.00
Advertising	Goodie Bags with Ad	\$	1,200.00		
	Goodie Bag Ad Pens	\$	250.00		
	Artwork	\$	550.00		
	Scoop Ads Mar/Apr, May	\$	640.00		
	500 Flyers Print & Mail	\$	250.00		
	Plaque ads	\$	1,175.00		
	Newspaper Ads (paid only)	\$	800.00		
	Radio Ads (paid only)	\$	800.00		
	Live Remote Ads	\$	350.00		
	Ads by Traveling DJ	\$	600.00		
	Banner for Street Ad Fix Dates	\$	150.00		
	Banners for Sponsors/Donors	\$	800.00		
				\$	7,565.00
T-shirt	240 shirts	\$	2,508.50	11-23	•
		12		\$	2,508.50
Door prizes		\$	_	7	2,300.30
233. p.1.223	Door prizes	\$	2 900 00		
	2001 prizes	Ą	3,800.00	4	2 000 00
City of Sterling	Downsite 9 Desemblish City	4	450.00	\$	3,800.00
City of Sterling	Permits & Reservations City	\$	150.00		
	Park Damage Deposit	\$	250.00		
	Chamber member insurance	\$	75.00		
	Hang Banner	\$	60.00		
		8		\$	535.00
Food	Weekend drinks	\$	250.00		
	Burritos (Saturday morning)	\$	378.00		
	Donuts (Sunday morning)	\$	60.00		
	Burritos (Sunday morning)	\$	270.00		
	Family Food Market	\$			
	raililly rood ividiket	Ş	500.00		
				\$	1,458.00
Misc	Pictures	\$	75.00		
	Supplies for Registration	\$	100.00		
				\$	175.00
Awards	Dash Plaques	\$	300.00	T	175.00
	Jackets	\$			
	Judicets	Ļ	1,000.00	۲.	1 200 00
Catawataha	Day Casula Tues 40	_		\$	1,300.00
Gate watchers	Boy Scouts Troop 19	\$	500.00		
				\$	500.00
TOTAL EXPENSES PROJECT	TED 2023			\$	18,121.50
	TOTAL INCOME PROJECTED 30	172		ć	
	TOTAL INCOME PROJECTED 20	123		\$	478.50

# 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: 2/6/23 Event / Project: International Feedlot Finals 50th

Responsible Party: (Signature) In Manual Feedlot Finals 50th

Funds Payable to: (Organization) IFCA

Mailing Address: 19000 Dee hane Canyon TX 79015

Date(s) of Activity: Iune 20 - 25 21-24 Th

Complete attached application form.

Amount requested:

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 <a href="https://www.exploresterling.com">www.exploresterling.com</a> 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 <u>consecutive</u> 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.

# 

# LOGAN COUNTY LODGING TAX BOARD FUNDING APPLICATION

1. EVENT / PROJECT: IFCA 50	th Anniversay Finals
2. DATE(S) OF EVENT: June 20 -	
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:	
Team Roping, barrel rac	es - Contestants come from 6 state
to compete most spen	14 +05 nightshere. Banguets for
contestants	
4. WHERE WILL EVENT BE HELD? Loggr	County Fairgrounds
5. IS THIS EVENT ONE-TIME OR ANNUAL?	annual - Treass in Sterling
6. BRIELY DESCRIBE YOUR MARKETING PLAN A	AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES
OUTSIDE OF LOGAN COUNTY?	
Our macketing is by man / but	the advertising is done by caps
programs - T->hirts 4	clothing - He also have a webs. Te
The hogan Lound Colo	redu his stalink
7. WHAT IS YOUR PROJECTED ATTENDANCE OF	200 B. / /
	/ //
8. PROJECTED ESTIMATE OF OVERNIGHT HOTE	
	ELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?
). / / L	age of 4 Days & nights. He are a fam. K
corgenization which most every	me goes 10 est, stay, formase Tord
995, CIVIAES IFON OUR COMMING	ym'y,
10. EVENT BUDGET (PLEASE ATTACH)	
10. EVENT BODGET (PLEASE ATTACH)	
and Ball	7-6-23
Signature	Date
***************	**************************************
THIS PART OF FORM	TO BE COMPLETD BY LODGING TAX BOARD
The Fine of Form	TO DE CO. II BETO DE BODOIRO INA DONNO
Previous funding? Follow	w-up report?

Budget

15,000 admiting done with-web-mailing, caps-etc

40,000 a Prizes

5,000 - Rent

25,000 - stock

### 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: <u>2-6-23</u>	Event / Project: High Plain	ns Truck an	d Tractor Pull	<u> </u>
Responsible Party:	(Signature)			*
Funds Payable to: (	Organization) NJC Young Farme	ers .		
Mailing Address:	5612 CR 79 Fleming, CO 80728	39		
Date(s) of Activity:	June 17, 2023			-
Amount requested	\$2000		Approx 2000	
to the second second	53 C			10

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 <a href="https://www.exploresterling.com">www.exploresterling.com</a> 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<sup>1</sup>

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**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.

### 

REVISED October 2021

# LOGAN COUNTY LODGING TAX BOARD FUNDING APPLICATION

1. EVENT / PROJECT: High Plains Truck and Tractor Pull
2. DATE(S) OF EVENT:6:00 pm June 17, 2023
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT: This is a Hot Rod Truck and Tractor Pull, which includes 2-wheel drive, 4-wheel drive Pickups, Modified tractors
that pull a weighted Sled down the track built by the County Employees to see who can pull it the farthest.
There is a second track for Mini-Tractors, Modified Lawn Mowers.
4. WHERE WILL EVENT BE HELD? In the Arena at the Logan County Fair Grounds
5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual Event
6. BRIELY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  We advertise in Newspapers, Magazines, Banners, Posters, Radio, Tractor Pullers Website, Social media,
Facebook.
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT?1600 to 1800 people
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE?not sure, 10 to 20 rooms
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  This event is something the area looks forward to having in the area that brings people to the area, they may
at the reservoirs but enjoy having an activity to do in the evening for the Father's Day weekend. They come
to town and eat, shop and enjoy our city. It has brought people from the Front Range to see the Pull from the
reputation of our Pull. Many of them from a distant away I am assuming spend the night in the hotels.
10. EVENT BUDGET (PLEASE ATTACH)
Signature Date
**************************************
Previous funding? Follow-up report?

# Logan County Lodging Tax Board Request High Plains Truck and Tractor Pull

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

This in an expensive event to put on.

### Expenses include:

Rental of Fair grounds, Fees for equipment to build the track for the pull from the Road and Bridge Department, Security, Insurance, NSPA Pullers Fees, and Marketing.

Total for advertising: \$4000.00

Total cost of the Project: \$24,000

### 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: 2/6/23 Event / Project: Visitor Promo Bags
, , , , , , , , , , , , , , , , , , , ,
Responsible Party: (Signature) Eliza Broun
Funds Payable to: (Organization) Logan County Chamber
Mailing Address: 109 N Front Street, Starling, CD 80751
Date(s) of Activity: Hypughout the year-
Date(s) of Activity: Anoughout the year  Amount requested: # 65000 Approved to 50000
- 17

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

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

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

### 

THANK YOU!!

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For

reimbursement, return completed forms and receipts within 90 days of completion of the event

# LOGAN COUNTY LODGING TAX BOARD **FUNDING APPLICATION**

1. EVENT / PROJECT: Visitor Premo Bags
2. DATE(S) OF EVENT: throughout the year
B. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:
Visitors to Lugan County and at area events are provided information and
token gifts for welcome and participation packets
4. WHERE WILL EVENT BE HELD? <u>Logan County</u>
5. IS THIS EVENT ONE-TIME OR ANNUAL? <u>Mostly annual events</u>
6. BRIELY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?
The promo bags would have the logo for Logan County Fourism printed
on the bag. These bags would contain info and token gifts to visitors
and event participants
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT?
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE?
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?
The events are annual and usually have a one right stay in local hotels with activities throughout the hegan Cty area
10. EVENT BUDGET (PLEASE ATTACH)
Einsel Ballill
Signature Date
**************************************
THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD
Previous funding? Follow-up report?

Follow-up report?













### Value Grocery Tote - 13" x 12"

Item #106836-1312

Original price: \$0.99 to \$1.65

Now on sale: \$0.95 to \$1.49 - Sale ends 1/15



4 stars(3791

#### 17 color(s) to choose from!

Red	Pink	Burgu	indy	Purple			G	ray	Navy	Charcoal Out of Stock	Process Blue
Hunter Green Out of Stock	Lime Green	Yellow Out o	v f Stock	Cream		Orange	W	/hite	Black		Green
Minimum Quantity Regular Price Sale Price		100 <del>\$1.65</del> <b>\$1.4</b> 9	250 <del>\$1.45</del> <b>\$1.3</b> 5	500 <del>\$1.25</del> \$1.19	1000 <del>\$1.15</del> \$1.09	3000 <del>\$1.09</del> <b>\$1.02</b>	7500 <del>\$1.02</del> <b>\$0.97</b>	15000 \$0.99 \$0.95			

Wondering about sending us your artwork?

Where should we place your des	sign?	
Front		
What imprint color(s) would you	like? (Maximum # of Imprint Colors: 3)	
Black (Standard)		

Add Additional Imprint Color

Add Additional Imprint Location



Wondering about sending us your artwork?

Extra Charge



\$50.00

Product Color

Royal Blue

Quantity

100

This 4imprint Value Buy tote bag is perfect for grocery shopping. The reusable tote features a large, open main compartment with gusseted sides and bottom board for added durability.

- · Your price includes a one-color imprint on the front of the grocery bag
- Set-up charge: \$50
- · Imported, logo applied in USA
- Maximum number of imprint colors: 3

### Choose Your Quantity: Enter the quantity you'd like, or drag our orange 'i' to find a quantity and price that's best for you. (Patent 7,979,318) 500 1 250 25000 Quantity Price Each 500 \$1.29 Subtotal \$645.00 You save \$65.00 over minimum quantity pricing Wondering about sending us your artwork?

# **RESOLUTION NO.** 2023 - 6

A Resolution of the Board of County Commissioners of Logan County, Colorado, extending the temporary moratorium on the issuance of permits related to the operation of wind power generating facilities in Logan County.

**WHEREAS**, Logan County previously adopted a temporary moratorium on the issuance of permits related to wind power generating facilities in the form of Resolution 2022-10, which was subsequently extended by Resolution 2022-33; and

WHEREAS, the Logan County Planning Commission continues its process of developing regulations that address the complex regulatory issues involved and needs additional time to develop and approve regulations that address those issues; and

WHEREAS, extending the temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of wind power generating facilities will allow county staff and the Planning Commission to further study the relevant issues and develop appropriate regulations relating thereto; and

WHEREAS, extending the moratorium for a reasonable amount of time is deemed necessary to property investigate, develop, adopt and implement regulations that are in the best interests of the health, safety and welfare of the citizens of Logan County.

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

- 1. The temporary moratorium imposed by Resolution 2022-10, and extended by Resolution 2022-33, is hereby extended until May 1, 2023 unless sooner repealed.
- 2. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.
- 3. The Board of County Commissioners finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 21st day of March, 2023, effective March 1, 2023.

# 

Clerk and Recorder

# **RESOLUTION NO.** <u>2023 -7</u>

A Resolution of the Board of County Commissioners of Logan County, Colorado, extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

**WHEREAS**, Logan County previously adopted a temporary moratorium on the issuance of permits related to community solar garden facilities in the form of Resolution 2022-11, which was subsequently extended by Resolution 2022-32; and

WHEREAS, county staff and the Logan County Planning Commission continue the process of developing regulations that address the complex regulatory issues involved and needs additional time to develop and approve regulations that address those issues; and

WHEREAS, extending the temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of community solar garden facilities will allow county staff and the Planning Commission to further study the relevant issues and develop appropriate regulations relating thereto; and

WHEREAS, extending the moratorium for a reasonable amount of time is deemed necessary to property investigate, develop, adopt and implement regulations that are in the best interests of the health, safety and welfare of the citizens of Logan County.

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

- 1. The temporary moratorium imposed by Resolution 2022-11, and extended by Resolution 2022-32, is hereby further extended until May 1, 2023 unless sooner repealed.
- 2. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.
- 3. The Board of County Commissioners finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, et seq.; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 21st day of March, 2023, effective March 1, 2023.

# 

#### RESOLUTION

#### NO. 2023-8

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

### SUBDIVISION EXEMPTION FOR KAREN J. SCOTT, ARDIS K. WAGNER, & SHARON R. ATKINS.

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,** Karen J. Scott, Ardis K. Wagner, & Sharon R. Atkins, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A tract of land located in the SW 1/4 of Section 12, Township 8 North, Range 48 West, of the 6<sup>th</sup> Principle Meridian, Logan County, Colorado, being more particularly described as follow:

Beginning at the Southwest corner of Section 12, Township 8 North, Range 48 West, of the 6<sup>th</sup> Principle Meridian, Logan County, Colorado; thence North 01°31'13" West on the west line of the Southwest Quarter (SW1/4) of said Section, 354.41 feet; thence North 87°20'54" East 352.63 feet; thence South 03°00'09" East356.52 feet to a point on the South line of said Southwest Quarter (SW1/4); thence South 87°41'35" West on the South line of said Southwest Quarter (SW1/4) 361.82 feet to the Point of Beginning containing 2.91 acres, more or less.

(As represented on official Subdivision Exemption Plat 2023-8); and

WHEREAS, Karen J. Scott, Ardis K. Wagner, & Sharon R. Atkins, intend to create a parcel, consisting of 2.91 acres, more or less, subdivided from a 158.00 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on March 3, 2023; and

WHEREAS, a public hearing was held by the Board of County Commissioners on March 21, 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 Karen J. Scott, Ardis K. Wagner, & Sharon R.

Atkins, for a Subdivision Exemption for the creation of a 2.91 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-8, 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 21st day of March, 2023.

	BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO
	(Aye)(Nay)  Jerry A. Sonnenberg, Chairman
	(Aye)(Nay) Joseph A. McBride, Commissioner
	(Aye)(Nay) Mike Brownell, Commissioner
I, Pamela M. Bacon, County Clerk and Rec Colorado, do hereby certify that the foregoing Rec Commissioners of the County of Logan and State o day of March, 2023.	order in and for the County of Logan, State of solution was adopted by the Board of County f Colorado, in regular session on this 21st
	County Clerk and Recorder

### FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)
(Incomplete Applications will not be accepted)

				Date				
1. N	Name of Sul	bdivision Exemption	Karer Scott, 1	Ardis Wagnes	-, And Sh	aren Alk	ء سزا.	
2. N	Name of Ap	pplicant_Sharon At	kins	_ Phone_ (970) 88	38-1657			
A	Address 1	3712 CR 37		Sterling, (	CO 80751			
	-	(Street No. and Name	(Post Office)		) (Zip Code)			
3. N	Name of Lo	cal Agent Kelley L	aw, Ltd	Phone (970) 854	1-4529			
	Address	216 South Interoce	an Ave.	Holyo	ke, CO 80734			
		(Street No. and Name	(Post Office)		) (Zip Code)			
4. (	Owner of R	ecord Karen J. Scott,	Sharon Atkins, and Ar	dis Wagner Phone				
	Addrage	06 S. Campbell Street		CO	80734	)		
		(Street No. and Name	(Post Office)	(State)	(7in Codo)			
5. I	Prospective	e Buyer Doris Scott	and Wayne Scott	Phon	e (970) 774-	6435		
1	Address	15758 CI	- VITZI	U- CU 80.	731			
6. I	Land Surve	(Street No. and Name) eyor Dickinson Lan	(Post Office) d Surveyors, Inc	(State) Phone (970) 85	(Zip Code) 4-8440			
I	Address	218 East Denver Stre		CO	80734			
		(Street No. and Name	e) (Post Office)	(State)	(Zip Code)			
		Kelley Law, Ltd		Phone	(970) 854-45	29		
A	Address	216 South Interocean			e, CO 80734			
		(Street No. and Name	M. Commonwealth and the common of the common	(State)	(Zip Code)	*		
8.	Subdivision	Exemption Location:	on the NE Cor	ner of CR	34 AND	CR 95	Logan	Co.
	Feet		_of				J	
9.	Postal Deliv	(Direction) /ery Area_80731	C-I-	(Street)	1			
	- 00IIII D 0111		School	ol District HA	メナレア			
10.	Total Acrea	age _2.91 +/- Zone _	Number of Lots	s1				
11.	Tax Map Do	esignation: Section/To	wnship/Range <u>SW1/4 S</u>	ection 12, Township	8. Range 48 <del>L</del>	<del>ot(s)</del>		
12.		ard of Zoning Appea	s granted variance, ex				_	
	If so, list (	Case No. and Name _						
13.	Is Deed re	ecorded in Torrens S	ystem: Number					
			stem: Book <u>1026</u> Page					
15.	Current 1	Land Use: A	griculture u	oith old t	tomestea	d		
16.	Proposed	Use of Each Parc	el: Propose	d buildi	ng sit	e in f	ar Isture	٥.

Scott, Wagner, Atkins Subdivision Exemption SE 2023-2 April 2023 12-8-48

Very	- penitted water wells on-site septie
17. Proposed Water and Sewer Facilities: 1001	C 42 31
18. Proposed Public Access to each new parcel:	Current Access from CR 34.
Attached hereto is an affidavit of ownership indicati together with the book and page of each conveyance Clerk and Recorder. This affidavit shall indicate the property, and the date the Contract of Sale was executed ist of all directors, officers, and stockholders of each of stock must be attached [this need only be provide formation of improvement district(s) or benefit district.  The applicant hereby consents to the	ng the dates the respective holdings of land were acquired, into the present owner as recorded with the Logan County egal owner of the property; the contract owner of the ted. IN THE EVENT OF CORPORATE OWNERSHIP: A corporation owning more than five percent (5%) of any class d if Developer is requesting special assessment financing, the
County Subdivision Regulations.	
STATE OF COLORADO	
) SS:	
COUNTY OF LOGAN	
I Sharon Atkins. hereby depose and say	that all of the above statements and the statements contained
in the papers submitted herewith are true.	A
$\leq ha$	Ron Atterno
(Applicar	ron Atkins t Signature)
Mailing A	
TAMARA IRENE KELLEY	Julicos.
NOTARY PUBLIC STATE OF COLORADO NOTARY PUBLIC STATE OF COLORADO Kelley la	w, 216 S. Interocean Ave., Holyoke, CO 80734
NOTARY ID 20194020129 MY COMMISSION EXPIRES MAY 30, 2023	/ >
Tan De	rara drene Kelley tary
MY COMMISSION EXPIRES: $\zeta$ – 3 $\delta$ – 6	23

# FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thir	teen (\$13.00) separate check for	
recording fee. Date of Planning Commission:3	13 2023	
Recommendation of Planning Commission:	Approval Denial	
Recommended Conditions of Subdivision Exemp	tion:	
	4	
	Chairperson, Planni	ng Commission
COUNTY COMMISSIONERS ACTION:	1	
COUNTY COMMISSIONERS ACTION:		
Conditions of Subdivision Exemption:		
Date Granted:	_	
Date Denied:	_	
	Jerry A. Sonnenberg	(Aye) (Nay)
	Jeny A. Somemorig	(Aye) (Nay)
	Joseph A. McBride	(Aye) (Nay)
	Mike Brownell	(Aye) (Nay)

# AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 21st day of 11arch, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and 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): North Sterling State Park  1/2 mile North of CR 446 on CR 33 / 22527; and CR 33
WHEREAS, Applicant desires to install and construct a Driveway, which will be located (Circle One) along, bore under, or trench across, 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
All work authorized by this Agreement shall be completed no later than $\frac{Sep1}{30}$ , $\frac{30}{2023}$ .
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.

Applicant hereby releases the County fro		for damages caused by employees or e	
the County, or others, at any time. Further, A and indemnify the County from and against expenses suffered by or imposed against the C maintenance of the above described improvem	pplicant agrees to all liability, los ounty by reason	protect, save and hes, damages, persona	old harmless, al injuries or
No perpetual easement or right of way is grar of said right-of-way interfere with the Cou Applicant will remove or relocate the same up costs of such removal or relocation.	nty's use, or int	ended use of said	right-of-way,
This Agreement shall be a covenant running value binding upon the parties hereto, their heirs, such			
Other Provisions:			
Land Owner #1	di 1		
ignature Printed name_	State of	Colorado	-
and Owner #2			
Printed Name_ Signature			(
ndividual Right-of-Way Permit Applicant:			
David Piper			
rinted name			
ignature			
Address: 24005 CR 330	Application Fee	Paid	
Spilly 60 80851	Date		
Signed at Sterling, Colorado the day and year first abo	ve written.		
		OF COUNTY COMP LOGAN COUNTY,	
		Jerry A. Sonnenberg	(Aye) (Nay)
	a a	Joseph A. McBride	Aye) (Nay)
		Mike Brownell	(Aye) (Nay)



North Sterling State Park 24005 County Road 330 Sterling, CO 80751 P 970.522.3657

March 13, 2023

Logan County Commissioners 315 Main St, Suite 2 Sterling, CO 80751

Dear Logan County Commissioners

North Sterling State Park is requesting a new Driveway Access on the west side of Logan County Road 33 approximately a half mile north of Logan County 46. This new Driveway Access would allow park employees to access the new Visitor Center and would also allow for direct emergency response in and out of the Visitor Center area onto Logan County Road 33. This new Driveway will not be utilized by the public and is intended for park staff only.

Sincerely,

David Piper

Park Manager







2

NORTH STERLING RESERVOIR STATE PARK SOUTH VISITOR CENTER PROJECT Overall Site Plan

# FIREWORKS DISPLAY PERMIT APPLICATION LOGAN COUNTY, COLORADO

Name of Organization: Sterling Boat Club
Name of Organization Contact: Debbie Klindt
Organization Contact Address: 908 Douglas S/.
Organization Contact Telephone #: 970 - 520 - 7632
Qualitation Contest Empile 10 Valous 60 @ 9 mail com
Date of Proposed Display:   Organization Contact Email.  Face Data (See Supplementations)  Part 2023 Raunout - July 2nd  Part 2023 Raunout - July 2nd
Name and Address of Person(s) to be setting off/lighting/operating the display:
Name: Fre Chief Ritter
Address: 410 N. 5th St. Sterling Co
Telephone #: 970 - 522 - 3823
Prior Experience: Certifie'd pyrotechnic operator
Name:
Address:
Telephone #:
Prior Experience:
Exact Location of Display: (Please attach map) <u>Joan dock @ Sterling</u>
Boat Club
Time of Display: (Limited to one Hour)
Purpose of Display: (Limited to one Hour)
Number of Persons Expected to be in Attendance:

Proposed Method of Safeguarding the Participants, Neighbors, and Others from damages from display: (Please note fire extinguishers, shovels, and other equipment that will be available
onsite.) Every boat packedes the club
is equipped with fire extenguishers as well
as enoug shop. We have showels and a tractor
efneeded alone with unlimited Supply
of water. The Girl department will also
She there.
1 Diversion Diorlay Area: Ca AA Ahaman 500
Nearest Telephone and Distance from Display Area: Cell phones on
most all in attendance
Methods of Crowd Control: Boat clubes a fenced area.
Outside people are not allowed on
premises. Members Watch from a
designated area-
Applicant Signature: Applicant Signature:
Applicant Name: Debbie Klindt
Applicant Title: Monder
Applicant Address: 908 Douglas St.
Applicant Telephone #: 970 - 520 - 76 32

# Conditions of Permit:

- 1. All fireworks displays performed in the State of Colorado must be conducted by a certified fireworks display operator or a certified pyrotechnic operator, whichever classification is appropriate. For information contact: Colorado Department of Safety, Division of Fire Safety, 700 Kipling, Lakewood, CO 80215, (303) 239-4463.
- 2. Permittee must comply with Logan County Resolution of May 5, 1987, regarding fireworks displays.
- 3. Permittee must comply with Colorado Revised Statute section 12-28-103 and any related or applicable State of Colorado statute regarding fireworks displays.
- 4. Permittee must comply with National Fire Protection Association Codes 1123 1990, Code for the Outdoor Display of Fireworks and/or any other National Fire Protection Association Codes as adopted by the County or as prescribed by State law.
- 5. Permittee must comply with International Fire Code Section 3308, Fireworks Display.
- 6. Any resulting permit is null and void on days when burning is restricted or banned by Logan County Red Flag Burning Restrictions Ordinance, Ordinance Number 2009-1, or the Logan County Open Fire and Open Burning Restriction Ordinance, Ordinance Number 2006-01.

7. Other Conditions:			
APPROVED:			
Signed at Sterling, Colorado on this	day of	,	•

# THE BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

Jerry A. Sonnenberg	(Aye) (Nay)	
Joseph A. McBride	(Aye) Nay)	
Mike Brownell	(Aye) (Nay)	

# AGREEMENT FOR SERVICE - PROFESSIONAL BULL RIDING EVENT

This Agreement is entered into as of the 21st day of March, 2023, by and between the LOGAN COUNTY FAIR & RODEO, c/o Board of County Commissioners of Logan County, a political subdivision of the State of Colorado, whose address is 315 Main Street, Sterling, CO 80751 (hereinafter "Logan County") and KEVIN RICH, d/b/a WILD WEST CATTLE COMPANY, whose address is 38050 WCR 53, Eaton, CO 80615 (hereinafter "Contractor").

# RECITALS

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

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

WHEREAS, Contractor has proposed to produce, manage and supply an arena and rodeo stock for the Professional Bull Riding performance at the 2023 Logan County Fair.

# **AGREEMENT**

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

- 1. <u>Dates.</u> Logan County agrees to provide Contractor the use of the arena and grandstands at Logan County Fairgrounds on Tuesday, August 1, 2023, for the production of Professional Bull Riding event, which will commence at 7:00 p.m.
- 2. Responsibilities of Contractor. The Contractor shall be responsible, at its own cost, for supplying all bull riding stock, labor and personnel, portable arena, sound equipment, office space and equipment, announcers, judges, bullfighters, clown, pickup men, and related supplies and services for complete production of the Professional Bull Riding event with one specialty act consisting of Freestyle Bullfighting, all as more particularly described in the Contractor's written proposal, attached hereto as Exhibit A and fully incorporated herein by reference.
- 3. <u>Responsibilities of Logan County:</u> Logan County shall be responsible for the following at its sole cost:
  - a. Providing and printing Event admission tickets;
  - b. Providing ticket sellers and ticket takers, prior to and during the Event;

- c. Preparing the grandstand seating areas;
- d. Removing trash and debris from all stadium areas;
- e. Providing reasonable security prior to, during and after the Event;
- f. On-site ambulance services provided during the performance;
- g. Advertising through Logan County Fair & Rodeo's general fair advertising.
- 4. <u>Term and Compensation:</u> The term of this agreement shall be for one year, for the performance of the event at the 2023 Logan County Fair. In consideration for the services provided hereunder, Logan County agrees to pay Contractor a fee of Fifty Thousand Two Hundred Fifty Dollars (\$50,250.00) for the services, which include the Freestyle Bullfighting specialty act option, to be provided at the 2023 Logan County Fair. Such sum shall be payable in full upon completion of the Event. Logan County shall be obligated to pay such fee only if the Event is fully completed as scheduled, and shall not be obligated to pay any sums, nor shall Contractor be obligated to perform this Agreement, if the Event is cancelled or performance becomes impracticable as a consequence of inclement weather, war, embargoes, strikes, governmental orders or restrictions, riots, fires, floods, earthquakes, pandemic or other acts of God.
- 5. <u>Independent Contractors.</u> The parties acknowledge that the Contractor and any staff provided by the Contractor, or other individuals associated with Contractor in carrying out its responsibilities under this Agreement, are NOT employees of Logan County and will, at all times, be considered and treated as independent contractors.
- 6. <u>Indemnification and Hold Harmless.</u> Contractor agrees to indemnify and hold harmless Logan County, including its agents and employees, from and against all claims, damages, losses, injuries, and expenses of whatever nature, arising out of or resulting from any acts or omissions of the Contractor, its agents, employees, or assigns.
- 7. <u>Insurance.</u> At all times while performing the services required hereunder, Contractor shall maintain in full force and effect, at its own expense, comprehensive general liability insurance coverage with a minimum coverage of \$1,000,000 each occurrence, \$1,000,000 general aggregate. Such insurance shall name "Logan County, Colorado, a body corporate and politic," as an additional insured and certificates of insurance for each participating organization shall be provided to Logan County no later than 3 days prior to the commencement of the Event. In addition, Contractor shall provide Worker's Compensation insurance for its employees in the amounts required by Colorado law.
- 8. <u>Notices.</u> Any notice, request, demand, waiver, or other communication required or

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

To Logan County:

**Board of County Commissioners** 

315 Main Street Sterling, CO 80751

With a copy to:

County Attorney 508 S. Tenth Ave.

Sterling, CO 80751

To Contractor:

Kevin Rich

Wild West Cattle Company

38050 WCR 53 Eaton, CO 80615

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

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

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

KEVIN RICH

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

BOARD OF COLINTY COMMISSIONERS

Mike Brownell, Commissioner

OF LOGAN COUNTY, COLORADO	D/B/A WILD WEST CATTLE CO.
By:	By:Kevin Rich
By:	
R <sub>V</sub> .	

# Logan County PBR



Ex	pe	ns	es

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

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

KEVIN RICH

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

BOARD OF COUNTY COMMISSIONERS

OF LOGAN COUNTY, COLORADO	D/B/A WILD WEST CATTLE CO.		
By: Jerry A. Sonnenberg, Chairman	By: Kevin Rich		
By:			
By:			

# MASTER ENGAGEMENT AGREEMENT

**THIS MASTER ENGAGEMENT AGREEMENT** ("Agreement"), made and entered into as of February 20, 2023 ("Effective Date") by and between **MGT of America Consulting, LLC**, with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609 ("MGT") and **County of Logan, Colorado**, with offices located at 315 Main Street, Sterling, CO 80751 ("Client"), sets forth the parties' understanding pursuant to which MGT shall be engaged by Client.

### I. SCOPE OF SERVICES

The scope of MGT's services to be provided to Client on a project shall be set out in individual annexes to this Agreement ("Annex" or "Annexes"). Each Annex, upon execution by both parties, shall by this reference be incorporated in and made part of this Agreement. Each Annex shall specify the scope of Services to be performed by MGT ("Services"), term or period of performance, key MGT staff members assigned to assist in the performance of such Services and the payment terms for such Services, as well as any other details specified by the parties. Should the Services as described in any Annex change in any material way, an adjustment to MGT's fees and promised delivery dates for such Services may be required. MGT undertakes to advise Client promptly should any such adjustment be necessary and to negotiate with Client in good faith to arrive at a mutually acceptable revision to the applicable Annex.

### II. STAFFING

MGT shall assign staff members to perform all Services. Should any staff members be unable to perform Services, MGT may substitute another similarly-qualified staff member. MGT may, from time to time and in its discretion, augment the listed staff as needed to perform the Services. All tasks are to be completed virtually, unless Client and MGT mutually agree to add in-person work for an additional fee (to be determined). All requests for in-person work must be made in writing and must be approved by MGT and incorporated as an amendment and/or annex to this Agreement.

# III. FEES AND DISBURSEMENTS

All invoices submitted by MGT to Client shall be due and payable upon receipt. MGT reserves the right to impose an interest charge equal to one and one-half percent (1.5%) per month in respect of any invoice which is outstanding for more than thirty (30) days.

#### IV. TERM AND TERMINATION

This Agreement shall be effective on the Effective Date and shall continue for a period of four (4) years unless otherwise terminated or extended as provided herein.

Each Annex shall set forth the period of performance in which MGT shall perform the project-specific Services and may provide for additional option periods. Client may elect to exercise such option periods by notifying MGT of their intention, at which time compensation and scope can be determined and agreed upon by both parties.

Either party shall have the right to terminate this Agreement and any Annex by giving thirty (30) days' prior written notice to the other party. If this Agreement or any Annex is so terminated in advance of its scheduled completion, Client shall pay to MGT, upon receipt of an invoice, any and all proper charges earned and/or incurred by MGT in connection with the Services pursuant to this Agreement and the Annexes up to the time of its termination and shall indemnify MGT as provided



in Section V.3, General Indemnification, herein.

### V. GENERAL PROVISIONS

# 1. Modification, Cancellation or Suspension of Work

Upon consultation with MGT, Client shall have the right to modify, cancel or suspend any and all plans, schedules or work in progress under any Annex, and, in such event, MGT shall immediately take proper steps to carry out such instructions. In the event Client elects to modify the scope, an adjustment to the Annex Compensation may be necessary, and MGT will advise Client of any changes to Compensation.

# 2. Delay

If during the term, Client causes delay resulting from Client's (i) failure to provide requested information on a timely basis, (ii) providing of inaccurate, incorrect or false information, (iii) Client's failure to provide access to appropriate personnel if required by the Annex Scope, or (iv) delay due to Client rescheduling Annex Scope; and such delay causes MGT any or all of (i) duplicate work efforts, (ii) corrective work efforts, or (iii) more than 7 days of idle time, MGT reserves the right to charge additional fees on either or both of (i) hourly rate (ii) and material costs.

## 3. General Indemnification

MGT shall fully defend, indemnify and hold harmless Client and its officers, directors, employees, agents, representatives or successors and assigns (collectively, "Indemnified Parties") from and against any and all claims, demands, actions or causes of actions and any and all liabilities, costs and expenses (including but not limited to attorney's fees and expenses, incurred in the defense of an Indemnified Party, including costs of appeal) damage or loss in connection therewith, which may be asserted against Client, its officers, employees, agents, representatives, successors or assigns or any other third party on account of, or sustained or alleged to have been sustained by, or arising out of or growing out of bodily injury, including death, or loss of use or damage to or destruction of property to the extent caused by, arising out of, sustained or alleged to have been sustained by, or in any way incidental to or in connection with MGT's performance of the Services under this Agreement or Statement of Work.

MGT's indemnity obligation under this Paragraph is contingent upon Client ("Indemnitee") seeking indemnity by (i) promptly notifying MGT ("Indemnitor") of each claim; provided, however, that Indemnitee's failure to give prompt notice to Indemnitor of any such claim shall not relieve Indemnitor of any obligation under this paragraph except and to the extent that such failure materially prejudices Indemnitor's ability to defend against such claim; (ii) provide the Indemnitor with sole control over the defense and/or settlement thereof provided however, that Indemnitor shall not settle any claim that includes an admission of wrongdoing by Indemnitee or otherwise adversely affects Indemnitee's interests without its prior consent; and (iii) at Indemnitor's request and expense, provide full information and reasonable assistance to Indemnitor with respect to such claim.

# 4. Confidentiality

MGT shall maintain in confidence all information and data relating to Client, its Services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to MGT by or on behalf of Client (whether orally or in writing and whether



before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by MGT from Client, or any of its affiliated companies, or created in the course of this Agreement.

MGT shall ensure that it, its officers, employees and agents only use such confidential information in order to perform the Services, and shall not without Client's prior written consent, disclose such information to any third-party nor use it for any other purpose; provided, however, that MGT shall have the right to disclose Client's name and the general nature of MGT's work for Client in pitches and business proposals.

The above obligations of confidentiality shall not apply to the extent that MGT can show that the relevant information:

- (1) was at the time of receipt already in MGT's possession;
- (2) is, or becomes in the future, public knowledge through no fault or omission of MGT:
- (3) was received from a third-party having the right to disclose; or
- (4) is required to be disclosed by law.

# 5. Non-Solicitation

During the term of this Agreement, and for a period of two (2) years after the termination thereof, neither party shall directly nor indirectly solicit for employment any person or persons currently employed, or who were employed in the last twelve months by the other unless (a) the other party has given its prior written consent, (b) the employer has terminated his or her position, or (c) the employer-party terminated his or her employment. Direct solicitation does not include advertisements published in the general media and, except to the extent that an individual was specifically encouraged to respond to such advertisements, nothing in this clause restricts an individual employee's right to seek employment with the other party to perform work unrelated to this Agreement.

#### 6. Risk

All MGT analysis, projections, forecasts, and conclusions rely upon the accuracy of information provided by Client as well as near-term and long-term assumptions influenced by factors outside of MGT's control and for which may adversely impact Client. Changes such as Client's financial health, as well as state, local, and global economic conditions, may impact Client, the accuracy of projections and or feasibility of Services. Additional risks to Client include but are not limited to changes to demand, competition, regulatory changes, as well as force majeure events.

## 7. Force Majeure

Neither party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a force majeure event, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as acts of God, war, act(s) of terrorism, fires, explosions, natural disasters, to include without limitation, hurricanes, floods, and tornadoes, failure of transportation, labor strike, loss or shortage of transportation facilities, lockout or commandeering of materials, products, plants or facilities by the government or other order (both federal and state), interruptions by government or



court orders (both federal and state), present and future orders of any regulatory body having proper jurisdiction, civil disturbances to include without limitation, riots, rebellions, and insurrections, epidemics, pandemics, or other national, state, or regional emergencies, and any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a party's financial inability to perform its obligations shall in no event constitute a Force Majeure event.

# 8. Exclusion of Liability caused by Political or Regulatory Decisions

While Client has engaged MGT to assist it in dealing with certain regulatory or political decisions or actions that may adversely affect Client's business, and while MGT has agreed to provide such assistance, MGT shall not be responsible for nor liable to Client for any loss, damage, or other adverse consequence that may result from any regulatory or political decision or action being rendered against Client or Client's interests.

# 9. Governing Law, Submission to Jurisdiction and Consent to Suit

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF COLORADO (IRRESPECTIVE OF THE CHOICE OF LAWS PRINCIPLES OF THE STATE OF COLORADO) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, ENFORCEABILITY, PERFORMANCE AND REMEDIES. CLIENT SUBMITS ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT WITHIN LOGAN COUNTY, COLORADO AND CLIENT HEREBY ACCEPTS VENUE IN EACH SUCH COURT.

# 10. Dispute Resolution Procedure

In the event of a dispute, controversy or claim by and between Client and MGT arising out of or relating to this Agreement or matters related to this Agreement, the parties will first attempt in good faith to resolve through negotiation any such dispute, controversy or claim. Either party may initiate negotiations by providing written notice in letter form to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen business days of the date of the initial notice in order to exchange relevant information and perspectives and to attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable certified mediator. The mediation shall take place in Denver, Colorado.

Except as provided herein, no civil action with respect to any dispute, controversy or claim arising



out of or relating to this Agreement may be commenced until the matter has been submitted for mediation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session. Mediation may continue after the commencement of a civil action, if the parties so desire. The provisions of this clause may be enforced by any court of competent jurisdiction.

# 11. Assignment

Neither party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, MGT, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, MGT, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of MGT, or its permitted successive assignees or transferees.

# 12. Non-Discrimination/Equal Employment Practices

Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state or local laws. During the performance of this Agreement, neither party or their employees, agents or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, or physical disability, or any other classifications protected by local, state or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

# 13. Partial Invalidity

In the event that any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

### 14. Notices

All notices required or permitted to be given pursuant to this Agreement shall be deemed given, if and when personally delivered, delivered by fax, with receipt confirmed, or courier or by overnight mail delivery, in writing to the party or its designated agent or representative at the address stated in the first paragraph of this Agreement or at another address designated by the party.



# 15. Counterparts and Execution

This Agreement and any Annexes may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts of this Agreement may be executed by electronic signature and delivered by facsimile, scanned signature, or other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

## 16. Survival

Sections III, IV, and V of this Agreement and the payment obligations described in the Annex(es) shall continue notwithstanding the termination or expiration of the Agreement or any Annex(es).

# 17. Entire Agreement

This Agreement and attached Annex(es) constitute the entire and only Agreement between the parties respecting the subject matter hereof. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, save such as are expressly incorporated herein. Further, this Agreement may be modified only in a writing signed by the parties. Any purchase order provided by Client will be limited by, and subject to, the terms and conditions of this Agreement and any corresponding Annex. Additional or contrary terms, whether in the form of a purchase order, invoice, acknowledgement, confirmation or otherwise, will be inapplicable, and the terms of this Agreement will control in the event of any conflict between such terms and this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

MGT OF AMERICA CONSULTING, LLC	COUNTY OF LOGAN, COLORADO
Name:	Name:
Title:	Title:
Date:	Date:
FEIN: 81-0890071	



# ANNEX NO. 1 TO MASTER ENGAGEMENT AGREEMENT

This Annex No. 1 to Master Engagement Agreement ("Annex") between MGT of America Consulting, LLC, ("MGT"), and County of Logan, Colorado ("Client"), sets forth the parties' understanding pursuant to which MGT shall provide the below-specified project-level Services to Client.

**SCOPE.** MGT shall provide services in accordance with the attached Scope of Services dated February 10, 2023 for a total fixed fee of \$5,250.

**TERM.** This Annex is for MGT's provision of Client's Fiscal Year 2022 Cost Allocation Plan. This Annex may be renewed by the Parties for two additional one-year periods by written agreement in accordance with the attached Scope of Services.

MGT OF AMERICA CONSULTING, LLC	COUNTY OF LOGAN, COLORADO
Name:	Name:
Title:	Title:
Date:	Date:

[Scope of Services to follow]



# SCOPE OF SERVICES

FEBRUARY 10, 2023



Submitted by:

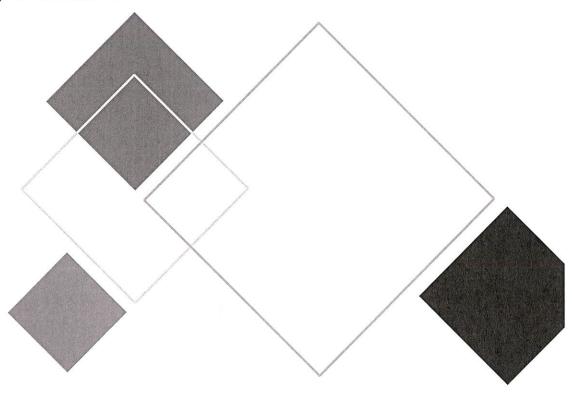
R. MICHELLE GARRETT

MANAGER

8200 S. QUEBEC, SUITE A3 #184 CENTENNIAL, CO 80112 303-807-6331 mgarrett@mgtconsulting.com

# 2 CFR PART 200 COST ALLOCATION PLAN

LOGAN COUNTY, COLORADO



# LOGAN COUNTY, COLORADO

COST ALLOCATION PLAN SCOPE OF SERVICES February 10, 2023

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# **EXPERIENCE / QUALIFICATIONS**

# MGT OF AMERICA CONSULTING, LLC

MGT of America Consulting, LLC (MGT) is a national research and management consulting firm specializing in providing management and financial services to government clients. Founded in 1974, MGT is a limited liability company owned by the current and retired partners, principals, and consultants of the firm. The advantage of this ownership structure to our clients is that every member of the firm has a vested interest in the successful completion of every project, for every client.

## MGT FINANCIAL SOLUTIONS GROUP

The MGT Financial Solutions Group provides cost allocation plan preparation, user fee study and indirect cost rate calculation services to government entities in over 30 states including Colorado.

In the past five years, our consultants have prepared more than 300 hundred cost allocation plans and studies for cities, and counties ranging in population from a few thousand to over three million. Additionally, MGT financial solutions consultants have successfully completed several thousand user fee studies, cost allocation plans, and related studies for cities and counties in the past 30 years as consultants with MGT or as consultants with other firms.

Our proposed Project Director, Ms. Meredith Miller, and our proposed Project Consultant, Ms. Michelle Garrett, successfully provide cost allocation services to nearly sixty other Colorado cities and counties as well as for cities and counties across the U.S.

# EXPERIENCE IN COLORADO

The following table is a list of Colorado clients currently, or recently, receiving cost allocation, indirect cost rate calculation or use fee study services from MGT Financial Services consultants.

Adams County
Arapahoe County
Archuleta County
Baca County
Bent County
Boulder County
City and County of
Broomfield
Cañon City
Chaffee County

Cheyenne County
City of Boulder
City of Centennial
City and County of Denver
City of Colorado Springs
City of Durango
City of Rifle
City of Loveland
City of Westminster
Crowley County

Delta County
Dolores County
Douglas County
Eagle County
Elbert County
Fremont County
Garfield County
Gilpin County
Grand County

Huerfano County
Jefferson County
Kiowa County
Kit Carson County
LaPlata County
Larimer County
Las Animas
Lincoln County
Logan County
Mesa County

Moffat County
Montezuma County
Montrose County
Otero County
Ouray County
Park County
Phillips County
Pitkin County
Prowers County
Rio Blanco County

Routt County
Saguache County
Sedgwick County
Summit County
Teller County
Town of Castle Rock
Washington County
Yuma County

The current experience from annually serving nearly 60 Colorado cities and counties means the County will receive much more than capability from the proposed project consultants. The County will also receive the following beneficial information.

- Current events in other Colorado cities and counties.
- How other Colorado cities and counties are applying cost allocation.
- Current trends in budgeting in other Colorado cities and counties.
- Cost allocation best practices from other Colorado cities and counties.
- Fresh ideas gleaned from situations in other Colorado cities and counties.

# 2 CFR PART 200 COST ALLOCATION PLAN

States, and many state agencies, counties, and cities provide services that include administrative and support expenditures allowable for federal and/or state and/or interfund reimbursement. Under 2 CFR Part 200 guidelines, which are now codified in the Code of Federal Regulations (CFR) as 2 225 CFR, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. It can be generalized that a 2 CFR Part 200 compliant cost allocation plan is applicable to external purposes such as recovering indirect costs on federal and state grants and awards, and internal purposes such as charging administrative and support costs incurred to non-General Funds.

Colorado is one of the states that tasks counties with operating and administering Human Services programs. In general terms, the state funds 80% of the cost of these programs with the counties funding the remaining 20% of the cost.

The state recognizes that there are administrative, or support costs incurred by the counties in addition to the actual program costs. Examples of administrative or support costs include Accounting, Human Resources, and Procurement. The state reimburses counties approximately 29% of these administrative costs associated with operating Human Services programs.

Counties must file a 2 CFR Part 200 compliant cost allocation plan annually to receive this reimbursement. Annual cost allocation plans are submitted to the Colorado Department of Human Services (CDHS) on or before June 30 (or by negotiated extension). Subject to audit, the state reimburses the counties on a quarterly basis.

In addition to reimbursement from CDHS, Colorado counties may use a 2 CFR Part 200 cost allocation plan to document and support indirect cost reimbursement requests from agencies such as CDOT as well as for transfers for administrative and support services from non-General Funds to the General Fund.

# COST ALLOCATION PLAN PREPARATION

### **METHODOLOGY**

We utilize a cost allocation plan methodology that incorporates years of experience applying 2 CFR Part 200 principles into a systematic, yet flexible, multi-step approach to raise the accuracy and acceptance of cost allocation plan results. This methodology has been reviewed and accepted by state agencies, federal cognizant agencies, internal auditors, and external auditors in multiple states, including Colorado.

### SPECIFIC PHASES AND TASKS

The following four-phase work plan has been refined over many years to provide a methodology that produces compliant cost allocation plans with minimal disruption to our client's workload.

## Phase 1 - Meetings with County Personnel and Data Collection

- Meet with key County personnel including Finance and Health and Human Services. This meeting will refine project objectives, establish the final project schedule, and identify potential pitfalls. We will review our project approach with meeting participants and make sure that all involved personnel fully understand how the cost allocation plan will be developed and adopted, as well as conform to the County's desired outcomes. We will also request from the County source financial and operational data at this time.
- We will then determine appropriate net allowable costs, including labor, for each central service (centralized administrative or support) department or division (such as accounting, human resources, and information technology) while also identifying the primary services (or functions) provided and the recipients of those services. We will also determine jointly with department personnel, optimal allocation bases or metrics to distribute the identified service costs.

# Phase 2 - Process Draft Cost Allocation Plan

 Based on each central service department's identified services, corresponding net costs, service recipients, and allocation base or metric, we will process a draft cost allocation plan. This draft plan will be reviewed and refined based on several quality assurance activities. Our proprietary cost allocation software will be used to process the cost allocation plan.



# Phase 3 - Review Draft Results with County Personnel

• After the draft cost allocation plan is prepared and reviewed internally, our consultants will review the results with County personnel from Finance and key central service and receiving departments such as Human Services, Health, Road and Bridge and other grant funds, and special revenue or enterprise funds. Inconsistencies will be reconciled, new data obtained as required, and the draft cost allocation plan and indirect cost rates (if applicable) will be revised as necessary.

# Phase 4 – Finalize Results and Provide On-going Assistance

- After Finance and other key department personnel have approved the final cost allocation plan, we will prepare supplemental schedules, management reports, compliance verbiage, and certifications as necessary or requested.
- Deliver two printed (if requested) and electronic cost allocation plans to the County, as well as
  electronic copies of all supporting documentation, including comparison and trend reports, as
  requested. We will also assist County staff integrate the cost allocation plan and indirect cost
  rates (if applicable) into the County's financial and operational systems.
- Assist in submitting the final cost allocation plan to the Colorado Department of Human Services.
- Provide negotiation, audit defense, and technical assistance on an on-going basis to County
  personnel. We will be available and responsive to County personnel throughout the year to
  answer questions or provide information.
- Should the cognizant agency not approve the plan or rates, we will modify the analysis until accepted.

# **ESTIMATED SCHEDULE**

The estimated schedule for completing the cost allocation plan is approximately 90 days. Annually, the project would begin around the first part of March and conclude with submittal to the County and to CDHS on or before June 30. This time frame assumes necessary data is provided in a timely manner in a usable format. This timeframe is flexible and can be modified to meet external and internal deadlines.

# **COUNTY SUPPLIED ASSISTANCE**

We are flexible in the level of involvement of County personnel. County personnel can work very closely with the project team and be actively involved in every step of the process or can be moderately involved in the project and defer the day-to-day project details and data collection to the consultants. Either approach, or an in-between hybrid approach, will lead to the same successful project results.

Ideally the County will designate a project manager to serve as a liaison between the County and the project team. The County's project manager will provide institutional knowledge to the project team, provide centralized data such as expenditure and salary reports, and schedule initial meetings with the various departments. The time requirement for this individual is minimal.

In addition to the County's project manager, the project will request a department liaison from each allocating, or support, department. Ideally, these department liaisons will be familiar with the operations and personnel within the department they represent. The time requirement for these individuals is minimal.

We estimate that County personnel should spend no more than 2 to 4 hours on the project, with the exception of the County's project manager. This person's time is totally dependent on the amount of involvement in the project he/she wishes to devote to it. That individual might want to participate in all aspects of the project. Most project managers participate in selected interviews and all review sessions, in which case their involvement could be 10 to 20 hours over the course of the project.

Department personnel primary involvement in the project will provide our team with information based on three broad questions.

- I. What services does your department provide?
- 2. How are these services provided?
- 3. Which departments receive these services?

Department personnel are also asked to review and validate inputs and/or draft results.

# PROJECT DELIVERABLES

The County will receive from MGT consultants the following services:

# **Project Deliverables**

- 1. A Final 2 CFR Part 200 cost allocation plan based on actual costs. This cost plan will allow the County to recover indirect costs from federal and state programs such as Human Services programs administered through CDHS.
- 2. A Final 2 CFR Part 200 cost allocation plan Human Services Reimbursement Schedule. This schedule will be submitted to CDHS along with the 2 CFR Part 200 cost allocation plan for reimbursement of costs.
- 3. Final 2 CFR Part 200 cost allocation plan Management and Trend Report. These reports can be utilized to help analyze the cost allocation plan data in a more manageable format (after two years of data comparisons can be shown).
- 4. Negotiation of the 2 CFR Part 200 cost allocation plan with federal and/or state officials if those officials request such negotiation.
- 5. Continuous training, guidance and assistance on applying the cost allocation plan. Examples of applications include analyzing unit costs, reviewing operational data for trends and efficiencies and as a component of user fees.
- 6. Analysis of areas where the potential exists for the County to recover additional direct or indirect costs.



# COLORADO-BASED CONSULTANTS

# MS. MEREDITH MILLER, PROJECT DIRECTOR

Ms. Meredith Miller will serve as the project director for this engagement. In this role Ms. Miller will attend on-site interviews, training and coordination over the life of this engagement. She will assist with department interviews, scheduling, data collection, follow up phone calls and e-mails. Ms. Miller will also closely monitor the project timeline against milestones and deadlines.

Ms. Miller is a Director with MGT, and brings exceptional organizational and interpersonal skills to this study. She has more than 14 years of experience providing public-sector consulting services and manages our cost plan practice. She has a background in local government consulting focusing on cost allocation development, user fee rate calculations, and indirect cost rate proposals. She has worked in most of the states in the western United States with clients ranging from small cities, counties and special districts to major metropolitan cities such as Houston and Dallas

# MS. MICHELLE GARRETT, PROJECT MANAGER

Ms. Garrett will serve the County as Project Manager. In this role, she will have participation in day-to-day activities such as meeting with department personnel, collecting data, processing data, reviewing draft calculations with the Project Director and preparing final documents.

Ms. Garrett has over fifteen years of professional consulting experience working with local governmental agencies. She has worked with dozens of jurisdictions including many cities and counties in Colorado. Ms. Garrett has led and managed numerous consulting projects involving project initiation and planning, managing the claiming project, collecting and analyzing data as a result of interview and training sessions, performing quality assurance on deliverables, and project close out.

# **PROJECT FEE**

MGT will provide the proposed deliverables for the following fixed, all-inclusive guaranteed maximum fee. This fee contains all direct and indirect costs including meetings, document production, etc.

Project Description	Total Fees
FY22 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2023	\$5,250
FY23 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2024	\$5,350
FY24 2 CFR Part 200 Compliant Cost Allocation Plans Completed in 2025	\$5,500

Progressive payments based on achieved milestones can be requested.

# **REFERENCES**

Although three references are included in our proposal, any client could serve as a reference. Contact data for all Colorado clients can be provided upon request.

These three references are for current MGT cost allocation clients receiving services from the MGT consultants proposed for the County.

ADAMS COUNTY	JEFFERSON COUNTY	DOUGLAS COUNTY
Mr. Kevin Campbell	Ms. Joyce Neal Sr. Financial Analyst	Mr. Andrew Copland Director of Finance
Senior Accountant 720.523.6298	303.271.8528	303.663.6175
kcampbell@adcogov.org	<u>JNeal@</u> Jeffco.us	ACopland@Douglas.co.us



Date	March 7, 2023
Customer	Logan County CO Fair
Job	Josh Turner Concert
Page	1 of 5

#### **Contract Terms and Conditions**

- 1. That subject equipment will be furnished, and set up and fully operable prior to start of performance. Subject equipment will be operable for duration of event, said period commencing at the scheduled time of performance, on the date(s) and at the location(s) specified. Sure Sound and Lighting Inc., hereafter referred to simply as SSL, will have final decision in the use and termination of use of equipment in inclement weather, power failure, and all other conditions which may create safety hazards for SSL personnel or any other personnel who may use the equipment provided by SSL. SSL will not be liable for failure or delay to perform its obligations caused by weather, power failure, labor disputes or strikes, acts of God, cancellation of the event, acts of War or Terrorism, or legal action against the Purchaser.
- 2. That SSL shall furnish technician(s), as listed in the detailed "Items/Services" list, to be responsible for the operation of equipment considering the nature of facilities available for placement and operation of said equipment. The Purchaser shall provide labor as agreed and listed in the "Items/Services" list, or SSL will contract, as necessary, with appropriate labor contractors and bill the Purchaser the full amount of the labor charges plus 10 (ten) percent of the labor charges for an administration fee. All laborers, stagehands, and riggers provided by the Purchaser must be covered by Workmen's Compensation Insurance and Liability Insurance provided by either their employer or Purchaser, at no cost to SSL, and a certificate of proof of such insurance must be available to be delivered to SSL at its request. If Purchaser/ Employer fails to maintain workers compensation and General Liability Insurance, Purchaser agrees to defend, waive and hold harmless SSL for al losses, liabilities, claims, suites, damages, costs, etc...
- 3. The Purchaser shall pay SSL the entire balance of monies due prior to the end of the event or rental period. Payment will be in the form of cash, certified check, money order, college or university check or corporate check. No other forms of payment are acceptable. Payments are not refundable and full payment is due when and if event is cancelled and SSL is notified of the cancellation less than 7 (seven) days prior to the event. Deposit monies can be refunded under the following terms; greater than 30 days from event load in 50% refund of deposit less than 30 days from load in 0% refund. A 5 % late payment charge will be added each month to the outstanding balance of any unpaid invoice balance older than 30 days from the date of the event.
- 4. Each party agrees, at its sole expense, to include the other, its agents and employees, as additional insured, on its General Liability Policy which shall be in an amount and include such coverage's as reasonably acceptable to the other Party and shall deliver to the other Party a certificate evidencing such insurance and the agreement(s) of the insurer(s) that such insurance may not be cancelled without ten (10) days prior notice.
- 5.To the extent allowed by law, the Purchaser agrees to Indemnify and hold harmless SSL, its affiliated entities, shareholders, officers, employees, directors, agents and representatives (the "Contractor Indemnified Parties"), harmless from and against any and all losses, liabilities, claims, suits, demands, damages, injuries, costs, and expenses (including attorneys' fees and expenses at all levels of proceedings and incurred in the enforcement of this indemnification) of whatever nature (including liability to third parties) without limit, that may be asserted or brought against SSL or any Contractor Indemnified Party that may arise out of or are proximately caused by any negligent act of Purchaser, its affiliated entities, shareholders, officers, employees, directors, subcontractors. The foregoing shall not extend to any losses, liabilities, claims, suits, demands, damages, injuries, costs, and expenses (including attorneys' fees and expenses at all levels of proceedings and incurred in the enforcement of this indemnification) arising from the acts or omissions of SSL or Contractor Indemnified Party or condition of the subject equipment for which SSL shall indemnify, defend and hold Purchaser Harmless. The indemnification obligations contained herein shall survive the termination or expiration of this Agreement.
- 6. Limited to the period that the subject equipment remains on the premises of the performance site(s), and/or site(s) designated by the Purchaser as a storage area for such equipment, Purchaser shall be responsible for any damage or destruction of the equipment that results from the intentional or negligent acts or omissions of Purchaser. In the event of any such loss, damage or destruction of any or all of the equipment herein, that SSL shall promptly notify Purchaser and that Purchaser will promptly replace or repair any equipment so lost or damaged or destroyed within thirty (30) days of such notification by SSL.

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## Additional Terms and Conditions

- 1. That in the event that the Purchaser shall be delinquent in the payment of any fee specified, or shall otherwise be in default of this agreement, than in any such event, the total sum specified in this agreement, shall immediately become due and payable, and that the Purchaser shall pay any and all costs associated with enforcing this agreement. The individual executing this agreement expressly warrants that he is an authorized agent of the Purchaser and has full and complete authority to execute this agreement for the Purchaser.
- 2. This agreement shall not be amended or modified except by similar written agreement, the execution of contract "riders(s)" at the same time as the execution of this contract, or through the execution of a "Jobsite Change Order" which must be signed by the Purchaser or the authorized agent of the Purchaser and an authorized agent of SSL. Changes to equipment, placement of said equipment, or other modification of the services provided by SSL as specified in this contract will not be performed without the noted "Jobsite Change Order" being filled out completely specifying the changes requested, as well as any additional charges which are defined by the authorized SSL agent and agreed to by the Purchaser. These additional charges resulting from a "Jobsite Change Order", if any, are subject to the same terms and conditions as all other services and charges originally incurred through the execution of this contract.

Order", if any, are subject to the same terms and conditions as all other services and charges originally incurred through the execution of this contract.
3. This contract shall be binding on the parties hereto and their respective assigns and successors. This contract shall be construed in accordance with the laws of the states of Colorado.
Sure Sound and Lighting Personal
SSL Production Staff: <u>2</u> Audio; <u>1</u> Lighting; <u>1</u> Stage; <u>0</u> Roof; <u>0</u> Truck Driver; <u>0</u> Video; <u>0</u> Backline;
EVENT STAFF REQUIRED: Client Provided  8 General Hand; 0 Electrician; 0 Fork Lift Operator; 0 Other (); 0 Steward;
Event Staff/Stage Hands: The stagehands are to be used for the set up ad teardown of SSL equipment, said persons are to be able bodied, English speaking. They are to be of the sole use of, and to be at the direction of the representative of SSL.
Union House: THE BUYER dose hereby further agree that all labor provided shall include such men as may be required by the Stage Hands Local Union, and such man shall be paid by THE BUYER and that no money shall be deducted for the payment of such men from the price of the contract.
For Each Stage Hand not present for a call will incur a cost of \$200 per stagehand per shift missed.
Sure Sound Technicians Hotels
Rooms to be provided at no cost to SSL. A Hotel Buy out can be arranged. The Hotel Buyout for this event is \$
Number of RoomsSingle OccupancyDouble Occupancy
Dates For Rooms Check InCheck Out
Must be at least a three star hotel. Truck Parking Required. Not Applicable
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Parking
SSL will be arriving in the following vehicles, please have all permits and passes ready on load in day at no cost to SSL. Production vehicles must have access to the stage area at all times during the event.
2 Semi Truck with 53ft Trailer
0 26ft Straight Truck
<u>0</u> Pickup Truck and Trailer
<u>0</u> 14 Passenger Van
<u>0</u> Other ()
Sure Sound Technicians Hospitality
While under contract to the BUYER and site is active. Light Hospitability is required at all times (i.e. Water, Coffee, Gatorade, Soft Drinks)
Meals are required for our Technicians.
If meals/catering are provided for the band, we will have a total of $\underline{4}$ people to be included in catering counts for each meal (breakfast, lunch, and dinner)
Meals Information
If A Band meal buyout has occurred, then we will require the following buyout per person.  Number of people4 Cost per person per day30Number of Days 1Total for buyout120  A Buyout can be cash day of show or a check included in settlement.  Additional Equipment Required by Buyer
Load IN/OUT LightingSite Must be lit at all times to insure a safe and timely load in and out of all rented equipment
Material Handling We will require the following equipment from the start of load in to the completion of load out at no cost to SSL. lbs. Forklift (Appropriate truck for terrain)lbs. Telescopic forklift
Personal Handling We will require the following equipment from the start of load in to the completion of load out at no cost to SSL. ft. Single Person Man Lift (genie model number) ft. Scissor lift (genie model number)  4070Ft. Boom Lift (genie model number)
Electrical Requirements
SSL Requires the following power services for the services outlined in the Equipment portion of the Contract. SSL Shall not incur any costs associated with getting power for the event. Power Needs to be located within 100ft of the stage.  200amps Audio 400amps Lighting/roof/stage 0amps video 0amps other()
All Electrical must be 3phase 120/208 power no other power will be acceptable.
If generators are to be used, we will need the following generators.
1@75KW Audio 1@75KW Lighting/roof/stage 0@0KW video 0@0KW other()
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Contract	Fage	4 01 5
List of Services For Josh Turner Concert - Logan County Colorado Fair 2023 -Stage- SL250 series mobile stage with roof and fly bays		
-Roof- Included above		
-Lighting- 1 moving light package spec'd to Josh Turner rider, 4 followspots		
-Audio- Professional Line array, spec'd to Josh Turner rider		
-Video-N/A		
-Stage hand-N/A		
-Other-		
Notes:		
Initial Here		



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Terms	
Total price of	of Production is \$19,200
A <u>50%</u> partia	ally-refundable deposit with signed contract.
Remaining b	alance of \$9,600 due upon load-in of equipment.
This price is	valid for: 10Days
of the deposi	of this contract and its terms, indicated by a signature of the purchaser or purchaser's authorized agent, and the receipt it as noted in the terms stated above. The equipment is not reserved for your event until you have paid the deposit; SSL ne contract and issued copies of the signed contract and Invoice to you for the remaining balance.
Cancelation	deposit refund policy:
More than 30	Odays from load in 50% of the deposit is refunded
Less than 30	days from Load in 0% of the deposit is refunded
Superior Sta NOT APPLI	age Services Addendum CABLE
Sure Sound	and Lighting Inc.
Name:	
Title:	
Signature:	
Date:	
Name:	Jerry A. Sonnenberg
Title:	Chairman, Board of Commissioners
Signature:	
Date:	March 21, 2023

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# Sure Sound & Lighting Inc. P.O. Box 1049 Grand Island, NE 68802

Phone: (308) 382-2961 www.suresoundandlighting.com

# Quote

Quote Number: 23-0045 Logan County Fair 2023

# Client

Logan County CO Fairgrounds Marilee Johnson 1120 Pawnee Ave Sterling, CO 80751

US

Email: marileeajohnson@gmail.com

# Venue / Site

Logan County CO Fairgrounds 1120 Pawnee Ave Sterling, CO 80751 US

Account Manager	Shipping Method Customer PO		Warehouse	Terms	Tax Rule	
	N/A		Grand Island		Tax Exempt	

Ship Date	Load In	Show Start Load Out		Return Date	Discount	
8/3/2023 8:00 AM	8/4/2023 12:00 AM	8/5/2023 12:00 AM	8/6/2023 12:00 AM	8/6/2023 5:00 PM		

Type Roofs	Qty.	Description	Note	Time	Rate	Price	Price Ext.
Rental	1	Stage Line SL250 Mobile Stage - 32X24		1	Day Rate	5,000.00	5,000.00
Technician	1	Roof Technician		1	Day Rate	400.00 Roofs Total:	400.00 <b>\$5,400.00</b>
Audio						resolution.	Ψ0,400.00
Rental	1	Clair Bros. Main Hang					
Rental	20	Clair Bros. C12-M 90 Degree Line Array Speaker					
Rental	10	Clair Bros. CS218-M Sub					
Rental	4	Clair Bros. FF2-HP					
Rental	8	Clair Bros. IPS218-M Sub					
Rental	8	Clair Bros. C12-M 120 Degree Line Array Speaker					
Rental	1	opener consoles tbd					
Technician	2	System Technician		1	Day Rate	400.00 Audio Total:	800.00 <b>\$7,300.00</b>
Lighting							
Rental	1	Reel FX DF-50 Hazer					
Rental	4	Crowd Light - 4 Light					
Rental	1	Grand MA 2 Lite Console					
Rental	8	Elation Proteus Rayzor 760					
Rental	10	Mac Viper Profile					
Rental	4	Lycian 1.2K Follow Spot Package					
Technician	1	Lighting Technician		1	Day Rate	400.00	400.00
Travel						Lighting Total:	\$4,400.00
Travel	4	Hotel		3	Day Rate	100.00 Travel Total:	1,200.00 <b>\$1,200.00</b>

Sure Sound & Lighting Inc.

Quote (Quote Number: 23-0045)

<u>x</u> \_\_\_\_\_

 Subtotal:
 \$18,300.00

 Sales Tax:
 \$0.00

 Discount:
 (\$1,100.00)

 Delivery and Pickup:
 \$2,000.00

 Total:
 \$19,200.00

 Total Applied Payments:
 \$0.00

 Balance Due:
 \$19,200.00