



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, May 31, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the May 17, 2022 meeting.

Acknowledge the receipt of the Veteran's Service Officer's Report and Certification of Pay Form for the month of May, 2022.

Unfinished Business

Consideration of the award of the 2022 Milling and Asphalt Paving Program bid and approval of an agreement between Logan County and McAtee Construction dba Simon Construction to mill and repave approximately ten (10) miles of two roads located within the county as per the specifications.

New Business

The Board will open a public hearing to consider the approval of an application submitted by Rebecca Curtis of Juneberry Market on behalf of Holtorf for Colorado for a Special Events Liquor License for an event to be held at 3429 Timber Lane, Merino, Colorado on June 11, 2022.

Consideration of the approval of an agreement between Logan County and Neste Live!, to secure Sawyer Brown and Uncle Kracker as entertainment for the Logan County Fair Night Show to be held August 6, 2022.

Other Business
Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, June 7, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

May 17, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder-Absent
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Chance Wright	Logan County Buildings and Grounds
Trae Miller	Logan County Economic Development
Marilee Johnson	Logan County Tourist Information Center
Diana Korbe	Logan County HR
Faith Blankenship	Logan County Commissioner Office
David Conley	Logan County Lodging Tax Board
David Lieber	NJC Young Farmers
Glenna Phelps	Logan County Chamber
Jerry Sonnenberg	
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:31 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the May 3, 2022, meeting.
- Acknowledge the receipt of the Treasurer's Report for the month of April 2022.
- Acknowledge the receipt of the Clerk and Recorder's Report for the month of April 2022.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of April 2022.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of April 2022.
- Appointment of Kevin Wagner to the Logan County Fair Board Commercial Exhibitor position at the recommendation of the Fair Board.

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

Chairman Pelton continued with Unfinished Business:

Commissioner Bauder moved to reject both bids received as they were a million dollars apart and were not apples to apples. We will be sending out an RFP for a design phase one for the design and construction of an

80' x 100' building addition to the existing Exhibit Center located on the fairgrounds at 1120 Pawnee Avenue to be used as a multi-purpose Community Center. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Pelton continued with New Business:

The Board opened a public hearing to consider the approval of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 18, 2022.

- Dave Lieber explained the event layout to the board.

Hearing no public comments; Chairman Pelton closed the public hearing. Commissioner McBride moved to approve an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 18, 2022. Commissioner Bauder seconded, and the motion carried 3-0.

The Board opened a bid for the 2022 Asphalt Overlay program.

- McAtee in the amount of \$133.00 per ton or .70 per square yard.

Commissioner McBride moved to accept the bid for the 2022 Asphalt Overlay program and refer it to Jeff Reeves of Road and Bridge for review and recommendation back to the board. Commissioner Bauder seconded, and the motion carried 3-0.

The Board opened a bid for two indigent burials.

- Tennant Funeral Home in the amount of \$2944.80 for each.

Commissioner Bauder moved to award the bid for two indigent burials to Tennant Funeral Home in the amount of \$ 2944.80 each. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve a petition for abatement of taxes on behalf of Patricia Bartlett, Logan County Treasurer, for property donated to the Town of Crook which is now exempt which will result in an abatement of \$37.21. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to allow the Chairman and the Vice Chairman to sign vehicle titles for vehicles which will be sold at auction on May 23, 2022: 1990 Chevy Van Vin# 2GCEG25CXL4129595; 2008 Chevy Impala Vin# 2G1WB55K481271454. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Turn Key Health Clinics, LLC ("Contractor"). The purpose of this Contract is to contract for the provision of Mental Healthcare Services at the Logan County Detention Center in Sterling, Colorado and authorize the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project for Colorado Flatlanders Annual Rod Run in the amount of \$3,500. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve an application for a Fireworks Display Permit on behalf of Sterling Boat Club for Saturday, July 2 or Sunday, July 3, 2022, at the Sterling Boat Club Dock. At North Sterling State Park for the entertainment for the community and visitors of the State Park and Boat Club Members. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner Bauder excused herself from the Board.

Commissioner McBride moved to amend Resolution 2022-22 on behalf of Sterling RV LLC/Jane Bauder for the operation of a fourteen (14) space RV Park with related equipment and structures in the SE1/4SW1/4 of Section 26, Township 8 North, Range 53 West of the 6th P.M., Logan County, Colorado. Commissioner Pelton seconded, and the motion carried 2-0.

Commissioner Bauder rejoined the Board.

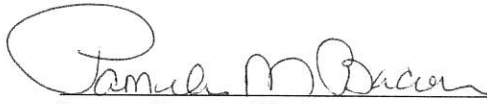
Other Business

County Offices will be closed on Monday, May 30, in Observance of Memorial Day.

The next meeting will be scheduled for Tuesday, May 31, 2022, at 9:30 a.m. at the Logan County Courthouse.

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

Submitted by:



Logan County Clerk

Approved: May 31, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



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

County of Logan Month of May 2022

Telephone Calls	from vets \Rightarrow 80 to vets \Rightarrow 76	about vets \Rightarrow 08 TOTAL CALLS: 164
Appointments	office \Rightarrow 41 home \Rightarrow 15	TOTAL VISITS: 56
Outreach	02	TOTAL OUTREACH: 02
Emails Total Served	from vets \Rightarrow 11 to vets \Rightarrow 09 about vets \Rightarrow 57	TOTAL EMAILS: 77
Surveys Submitted	07	TOTAL SERVED 220

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- ☒ 34 hours per week or fewer
☐ 35 hours per week or more

For the month of May, 2022 from Logan county.

[Signature]
Signature of County Veterans Service Officer

05/27/2022
Date

Certifications by County Commissioner or Designee

- ☒ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.
☒ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

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

Submit this form no later than the 15th day the following month to:

Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us



ROAD & BRIDGE DEPARTMENT

12603 County Road 33

Sterling, CO 80751

970-522-3426

May 18, 2022

Logan County Commissioners
315 Main Street
Sterling, CO 80751

Dear Board of County Commissioners:

The Logan County Road & Bridge Department is recommending awarding the 2022 proposal for milling and asphalt paving to Simons, in the amount of asphalt milling at \$.70 per square yard and paving at \$133 per ton. The recommendation is based on the only proposal submitted and previous acceptable work done by Simons.

Sincerely,

Jeff Reeves
Logan County Road & Bridge Manager

Logan County 2022 Overlay Program
AGREEMENT

THIS AGREEMENT, made this 31 day of May, 2022 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and McAtee Construction dba Simon Construction, hereinafter called Contractor.

It is understood that the representative of the County shall be the Logan County Road and Bridge Foreman.

WITNESSETH, that the Contractor and the County for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2022 Milling/Overlay Program", all in accordance with re-quirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed in 2022 unless conditions or schedules do not allow completion of the project within the fiscal year. Changes in schedule will be agreed upon by the Contractor and Logan County.
- B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

- A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of Road and Bridge Manager.
- B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

SPECIFICATIONS

PROJECT: MILLING & ASPHALT PAVING

SCOPE OF WORK:

Logan County intends to mill and repave approximately ten (10) miles of two roads located within the county.

LOCATIONS:

LCR 39 from LCR 30 North 5 miles

LCR 43 from HWY 138 North 5 miles

(The County can adjust miles according to unit prices)

MILLING:

Logan County intends to mill a depth of 2" the full width of the existing asphalt road 22'. The County intends to haul and retain the milled material. All other equipment and work during the milling operations will be the contractors' responsibility. Bidders shall use unit cost per square yard.

BITUMINOUS ASPHALT:

Paving Material shall be a grade SX or equivalent. Asphalt overlay on milled surface shall be 2" compacted depth and 22' Wide.

Asphalt Milling - Unit Price Per Square Yard \$.70

Hot Bituminous Paving Grading SX - Unit Price Per Ton \$ 133.00

ARTICLE IV - Extra Work

If the County orders, in writing, the performance of any work not covered or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a negotiated unit price.

ARTICLE V - Correction of Work

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance by the County.

ARTICLE VI - Insurance

Prior to the commencement of any work on the project, Contractor shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability:

- A) General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
- B) Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
- C) Worker Compensation Insurance in accordance with Colorado law.

ARTICLE VII - Work Locations

Areas where work is to be completed by Contractor under scope of this contract will be determined by the County.

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

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Chairman

Attest: _____
County Clerk and Recorder

CONTRACTOR:

By: _____

Attest: _____
Pamela Clayman

Application for a Special Events Permit

Departmental Use Only

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

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

LIAB Type of Special Event Applicant is Applying for:

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

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Holtorf for Colorado

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

28546 County Road 55
Akron, CO 80720-9752

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

3429 Timber Lane
Munino, CO 80741

4. Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth

Phone Number

Richard Holtorf

1/31/1965 (970) 520-0010

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

Same as above

5. Event Manager

Date of Birth

Phone Number

Rebecca Curtis - Juneberry Market

5/11/87 (970) 467-7747

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

3429 Timber Lane, Munino, CO 80741

Email Address of Event Manager

juneberrymarket@outlook.com

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

☒ No ☐ Yes How many days? _____

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

☒ No ☐ Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☒ Yes ☐ No

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

Date June 11, 2022 Hours From 0900A .m. To 0400P .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature

[Signature]

Title

Candidate

Date

5/3/2022

Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)

- ☐ City
☐ County

Telephone Number of City/County Clerk

Signature

Title

Date

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

Liability Information

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

(Instructions on Reverse Side)

Colorado Secretary of State
Elections Division
1700 Broadway, Ste. 200
Denver, CO 80290
Ph: (303) 894-2200 x 6383
Fax: (303) 869-4861
www.sos.state.co.us



Space Below For Office Use Only

CANDIDATE AFFIDAVIT

[Art. XXVIII, Sec. 2(2) & 1-45-110(1), C.R.S.]

- State, County, School District, and Special District Candidates file with the Secretary of State
- Municipal Candidates file with the Municipal Clerk

This affidavit certifies that I, **RICHARD MICHAEL ALONSO HOLTORF**, a member of the Republican political party/organization (if applicable), am a candidate for the 2022 election, [Art. XXVIII, Sec. 2(2)] for the office of **Colorado House, District House District 63**.

I understand that campaign finance activities in Colorado are governed by Article XXVIII of the Colorado Constitution, Article 45, Title 1 of the Colorado Revised Statutes (C.R.S.) (also known as the Fair Campaign Practices Act (FCPA)), and the Secretary of State's Rules Concerning Campaign and Political Finance.

I further certify that I am familiar with the provisions of the Colorado Fair Campaign Practices Act (FCPA) as required in §1-45-110 of the Colorado Revised Statutes.

Date: 01/14/2022

Physical Address of Candidate: 28546 COUNTY ROAD 55
AKRON CO 80720

Mailing Address: 28546 COUNTY ROAD 55
AKRON CO 80720

Business Phone:

Residence Phone: (970) 520-0010

FAX:

E-Mail Address: HOLTORFFFORCOLORADO@GMAIL.COM

Web
Address:

QUITCLAIM DEED

THIS DEED, made this 15th day of March, 2022, between

WILLIAM T. PICKETT

of the County of Logan and State of Colorado, Grantor, and

JEREMIAH CURTIS and REBECCA CURTIS, in Joint Tenancy

whose legal address is: 3429 Timber Lane, Merino, CO 80741

of the County of Logan and State of Colorado, Grantee:

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,

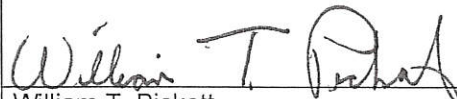
the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Logan and State of Colorado described as follows:

**Lots 3 and 4, Pickett Subdivision in the S1/2 of Section 13, Township 6 North, Range 54
West of the 6th P.M., County of Logan, State of Colorado.**

also known by street and number as: 3429 Timber Lane and Vacant Land, Merino, CO 80741

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

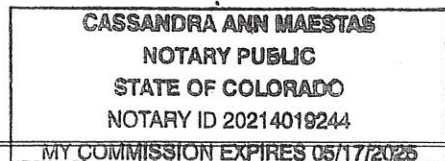

William T. Pickett

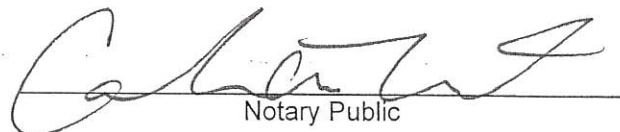
STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

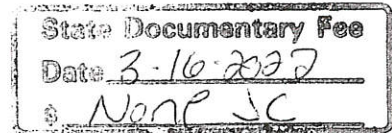
The foregoing instrument was acknowledged before me this 15th day of March, 2022, by William T. Pickett.

My commission expires 5/17/2025

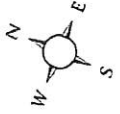
Witness my hand and official seal.




Notary Public



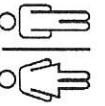
NO DECLARATION RECEIVED



PARKING

VENDOR
PARKING

Entry



~~KEX~~ Fencing

VENDOR
PARKING

Jewellery
MARKET
METAL BUILDING
VINTAGE • CUSTOM • HANDMADE

LIVE MUSIC

BAR
SETUP

3

4

5

5

6

7

8

8

9

10

11

12

18

17

16

15

14

13

13

1

2



Building

→ metal Building

→ Rope fencing

→ Bar Setup

→ parking

→ Entry for vehicles

→ walk-In Entry

39°
AQI 41

Search Maps

PERFORMANCE CONTRACT

This Neste Live! Booking Contract ("Agreement") is dated as of the 25th day of May, 2022 by and between NESTE LIVE!, a Delaware corporation, (the "Talent Buyer") and Logan County C/O Marilee Johnson (the "Purchaser").

WHEREAS Purchaser seeks to procure Sawyer Brown & Uncle Kracker ("Artists") for a live performance at the Logan County Fair (the "Event") to be held on Saturday the 6th day of August, 2022 at Logan County Fairgrounds in Sterling, CO; (One Show per artist) / Approx. 8:00 PM MST - Day of Show Schedule Attached). Capacity approx. 8400.

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

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

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

1.0. ENGAGEMENT AND SCOPE OF SERVICES

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

1.2 *Duties of Purchaser.*

1.2.1 *Payment Schedule.*

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

a.) \$0.00 deposit due upon receipt, shall be paid by Client to and in the name of Neste Live! located at 410 Chestnut St, Nashville, TN 37210 in the form of a cashier's or certified check, county check, or bank wire transfer.

b.) **Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) Plus 75% over One Hundred Twenty-Seven thousand five hundred dollars (\$127,500.00)** balance of payment due on August 6, 2022, upon Artist's performance, shall be paid by Client to and in the name of Neste Live located at 410 Chestnut St, Nashville, TN 37210 in the form of a cashier's or certified check, county check, or bank wire transfer. This fee is all-inclusive to include, artists' guarantees plus any percentages if applicable and the Neste Live fee.

c.) In addition to the Fee, Purchaser shall provide and pay for mutually agreed upon lodging for Neste Live working personnel (a total of **One (1)** rooms) during each Event.] **Number of Nights to be mutually agreed upon**

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

Beneficiary Bank Name:

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

Beneficiary Customer:

Neste Event Marketing, LLC
410 Chestnut St,
Nashville, TN 37210

Account Number: 000283622

1.2.2 Additional Clauses and Conditions.

Uncle Kracker

One (1) 60 min show

Purchaser to provide and pay for Sound and Lights, mutually agreed upon during advance

Purchaser to provide and pay for boards, processing and effects mutually agreed upon during advance

Purchaser to provide and pay for backline mutually agreed upon during advance

Purchaser to provide and pay for local Ground Transportation within 30 miles as advance by Tour Manager as needed. Purchaser must provide one 15 passenger van (with runner/driver) from load-in to load out.

Promoter to provide thirty (30) Artist Comps to Uncle Kracker.

Venue addendums are subject to the approval of artist management

Any request for Artist promo, including Meet & Greets, interviews, video liners, etc, is per advance and artist approval and not implicitly agreed. Purchaser requests a meet and greet for thirty (30) people at sole discretion of Artist.

Support is subject to CAA & Artist Management advance and approval

In the event of inclement weather that renders any performance impossible, hazardous, or unsafe, Purchaser shall remain liable for payment of the full agreed upon compensation even if such performance is prevented by such weather conditions provided the artist is ready, willing, and able to perform.

Artist to perform directly prior to headliner, Sawyer Brown. Any additional support to be approved by management

All radio presents, announce/on-sale dates, and ad/promo materials must be approved by Tom Storms (tomstorms@sheltermusic.com) and Kierra Bowman (kierra@sheltermusic.com).

When Artist is asked to perform on an outdoor stage that is not part of a secure, permanent structure, Purchaser agrees to provide a licensed structural engineer to inspect and certify that all structures (below, around, and above the performance and surrounding area) meet safety standards, can withstand moderate wind & rain conditions, and safely support all production equipment either hanging from or otherwise attached to any part of the structure. **Gary Parr will provide all necessary paperwork per request on-site**

Radius Restriction: Artist shall not play within 150 miles of venue, 183 days before and 60 days after show date.

Sawyer Brown

One (1) 75-90 minute show

Purchaser to provide and pay for Sound and Lights mutually agreed upon during advance

Artist to provide band, backline, and accommodations

Artist to receive thirty (30) comps

Purchaser to provide Local Ground Transportation within 20 miles day of show
Artist not to perform within 150 miles prior to and 60 days following event

1.2.3 *Force Majeure.*

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

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

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

1.2.4 *Risk of Cancellation.*

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

1.2.5 *Advertising, Marketing and Merchandising.*

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

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

(b) Any use of Artist name, image or likeness in digital media, artwork, marquee, invitations, etc. or in any way must be approved in writing by Artist management in advance.

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

(d) Subject to the terms of the Contract Face, Purchaser and/or Venue, or representatives or employees thereof, shall retain **twenty-five percent (25%), less any tax, of Artist soft-goods merchandise items and similar merchandise items and ten percent (10%), less any tax, of records, CDs, Books and similar merchandise items.**

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

1.2.6 *Insurance.* Purchaser shall provide public and comprehensive general liability insurance, in the amount required by the Venue, but in no event shall amount of coverage be less than Two Million Dollars (\$2,000,000) per occurrence, Four Million Dollars (\$4,000,000) aggregate. The required limit of coverage can be provided by a single policy or combination of policies which the total specified limit of coverage required. Purchaser will provide a Certificate of Insurance (COI) evidencing required limit of coverage upon request. Said policy shall be the primary coverage in the event of any claims or actions that may arise as a result of the Engagement hereunder, and shall be in full force and effect at all times Talent Buyer and/or Artist or its representatives, managers, agents, employees, and independent contractors are in Venue or on Venue grounds during, or immediately preceding or subsequent to Engagement.

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

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

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

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

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

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

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

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

1.2.7 Indemnification.

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

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

Purchaser's obligations to defend, indemnify, and hold harmless are subject to Talent Buyer providing notification to Purchaser promptly after learning of the applicable claim, suit, or loss, except to the extent Purchaser suffers no prejudice as a result of delay; Talent Buyer cooperating with Purchaser at Purchaser's expense in defending such claim, suit, or loss; Talent

Buyer obtaining Purchaser's prior written approval of any settlement, which approval Purchaser agrees not to unreasonably withhold or delay.

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

1.2.8 *Material Breach.*

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

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

1.3 *Duties of Talent Buyer.*

1.3.1 *Contracting with Artist.* Talent Buyer has secured Uncle Kracker & Sawyer Brown ("Artists") for one 60-minute performance & one 75–90-minute performance respectively to follow the attached schedule beginning at approx. 8:00 PM MST (Day of Show Schedule Attached) on the 6th day of August, 2022.

1.3.2 *Performance Content.* Artist shall provide a performance of a type commonly designated by concert of this nature.

1.3.3 *Artist Promotional Materials.* Talent Buyer shall assist Purchaser in obtaining all materials necessary to promote event, including but not limited to bios, photos, videos and CDs.

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

1.3.5 *Ticket Sales.* GA @ \$34 Reserved Party Zone @ \$57

Which do not include a \$3.00 service fee

1.3.6 *Reproduction and Distribution of Performance.* No lecture or program or any part thereof is to be reproduced, including, but not limited to, reproduction by broadcasting, videotaping or tape recording, without the prior written permission of Artist in writing.

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

2.0 **COMPENSATION.** In exchange for and in consideration of the services provided by Talent Buyer under this Agreement, the parties agree that payment shall be as follows:

2.1 ***Price: Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) Plus 75% over One Hundred Twenty-Seven thousand five hundred dollars (\$127,500.00)***
balance of payment due Day of show August 6, 2022

3.0 MISCELLANEOUS

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

TALENT BUYER: Neste Live!
ATTN: Fran Romeo
410 Chestnut St
Nashville, TN 37210

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

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

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

3.3 *Governing Law.* The validity, construction, and effect of this contract shall be governed by the Federal Laws of the United States of America. The Parties hereby agree to the jurisdiction of the State of Tennessee, which shall have exclusive jurisdiction in the matter of the

agreements wholly to be performed herein. Alternatively, the parties shall agree that any and all disputes arising from or related to the contract shall first be negotiated in good faith; and, if the parties are unable to reach a resolution, then the unresolved disputes shall be submitted for binding determination to the American Arbitration Association, under its commercial arbitration rules, with all hearings to take place in Nashville, Tennessee.

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

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

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

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

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

Neste Live!,
a Delaware corporation

By: _____
Fran Romeo/Consultant, Talent Buyer

Logan County

By:

Byron Pelton Logan County Board of
Commissioners Chairman

DAY OF SHOW SCHEDULE:

Saturday, August 6, 2022

7:00 PM MT - Doors

Apprx. 8:00 PM MST - Opening Artist (Uncle Kracker)

9:30 PM MST – Headliner (Sawyer Brown)

*It is understood and agreed the Meet & Greet is subject to reasonable standards of safety and security, including but not limited to health concerns for Artist and attendees, at the time of the Engagement. Should it be inadvisable or unreasonable to hold the Meet & Greet, alternate arrangements will be made and mutually agreed upon by both parties.

**Questions for the Moderated Conversation shall be provided to Artist at least two (2) weeks in advance of the event for Artist's review and written approval