



## **AGENDA**

### **Logan County Board of Commissioners**

**Logan County Courthouse, 315 Main Street, Sterling, Colorado**

**Tuesday, May 5, 2020 - 9:30 a.m.**

#### **Call to Order**

#### **Pledge of Allegiance**

#### **Revisions to Agenda**

#### **Consent Agenda**

Approval of the Minutes of the April 21, 2020 meeting.

Approval of the Commissioners Proceedings (publication of bills) for March, 2020.

Approval of the assignment of Logan County Ambulance debt collections accounts to Wakefield and Associates, the account numbers ending in 8001, 8064, 2028, 3011, 3012, 3013, 1003, 2051, 9102, 5011, 5012.

Approval of the Veteran's Service Officer's Monthly Report and Certification of Pay Form for the month of April, 2020.

Ratification of the following actions:

- Approval of Department of Human Services Bills dated April 28 and May 5 and Payroll dated April 28, 2020.
- Approval of Logan County Bills dated April 28, 2020 and May 5, 2020.

#### **Unfinished Business**

#### **New Business**

Consideration of the approval of an agreement between Logan County and Xcel Energy and the issuance of Permit Number 2020-8 for use of the County's right of way across County Road 12 for an overhead electric line.

The Board will open a public hearing for the consideration of the approval of Resolution 2020-18 granting NextEra Energy Resources, LLC, doing business as NIYOL Wind, LLC, a Conditional Use Permit (CUP) #246 for the construction, maintenance and operation of a temporary Meteorological (MET) tower for measuring and recording weather conditions and to assess siting of proposed wind energy project to be located in the Northwest Quarter (NW1/4), Section 11, Township 7 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Romeo Entertainment Group, Inc., to secure Travis Tritt as entertainment for the Logan County Fair Night Show to be held August 8, 2020.

**Other Business**

**Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, May 19, 2020, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**

**Adjournment**

April 21, 2020

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present via Zoom meeting:

Jerry Casebolt	Emergency Manager
Alan Samber	Logan County Attorney
Jennifer Crow	Administrative Support
Marilee Johnson	Tourist Information Center Mgr/Public Information Officer
Todd Thomas	Logan County Fair Manager
Glenna Phelps-Aurich	Logan County Chamber of Commerce
Jeff Rice	Sterling Journal-Advocate

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

Chairman McBride asked if there were any revisions for the agenda. No revisions were noted.

The Board continued with the Consent Agenda items:

- Approval of the minutes of the March 31, 2020 meeting.
- Approval of the Veteran's Service Officer's report and certification of pay form for the month of March, 2020.
- Acknowledge receipt of the Public Trustee's Quarterly report for the first quarter of 2020.
- Acknowledge receipt of the Clerk and Recorder's report for the month of March, 2020.
- Acknowledge receipt of the Landfill Supervisor's report for the month of March, 2020.
- Acknowledge receipt of the Sheriff's fee report for the month of March, 2020.
- Approval of Attachment H to the Logan County Employee Handbook – Telecommuting Policy in Case of Emergency Situations (i.e. COVID-19).

Ratification of the following actions:

- Approval of bills dated April 7, 14 and 21, 2020 for Logan County and Logan County Human Services Department.

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

Chairman McBride continued with New Business:

Commissioner Bauder moved to approve Resolution 2020-17 canceling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments. Commissioner Pelton seconded and the motion carried 3-0.

Todd Thomas addressed the Board and gave an update and information concerning plans for the Logan County Fair in light of the Coronavirus pandemic. The Logan County Fair Board has agreed to continue with plans for the 2020 Logan County Fair. Mr. Thomas noted that his research has revealed that there are many fairs still planning to proceed including the Colorado State Fair. However, the Fair Board is waiting to see what the Governor announces concerning the events. A celebration honoring graduating seniors in the class of 2020 was discussed by the Fair Board.

More precautions may be taken such as more handwashing stations and masks and gloves for ticket takers and ushers. Mr. Thomas is following the Colorado Association of Fairs and the International Association of Fairs and Exhibitions for advice and suggestions. The livestock show and sale may look different this year. It is possible that the livestock show and sale will be virtual this year.

Under Other Business, Commissioner Bauder moved to approve the award of the bid for the Logan County Fair Trash Disposal Service to Waste Management in the amount of \$2,875.45. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the award of the bid for Portable Restroom Service for the Logan County Fair to Waste Management in the amount of \$1,820. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve the award of the bid for Ticket Sales – Box Office Service to Merino FCCLA in the amount of \$2,800. Commissioner Pelton seconded and the motion carried.

The next business meeting will be scheduled for Tuesday, May 5, 2020, 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:

\_\_\_\_\_  
Administrative Support Specialist

Approved: April 7, 2020

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

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

Attest:

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

## COMMISSIONERS PROCEEDINGS MARCH, 2020

**The Logan County Board of County Commissioners,  
Joseph A. McBride, Byron H. Pelton and Jane E. Bauder met  
during the month of March, 2020 at Sterling, Colorado  
and transacted business that came before it and allowed the  
following bills in their respective funds:**

### **GENERAL FUND**

Adamson Police Products, Supplies/Jail, \$187.00  
AED Authority, Annual AED Concierge Fee, \$195.00  
Affiliated Benefit Cons Inc, Feb FSA Admin Fees, \$997.00  
Ag Teck Repair Inc., Equipt Maint/FG, \$29.82  
ALSCO Inc., Feb Services, \$1,575.26  
Bob Barker Co. Inc., Supplies/Jail, \$1,534.43  
Bomgaars, Supplies, \$384.11  
Brian Kailey, Fuel Mileage/Staff Training, \$382.72  
Buckeye Welding Supply Inc., Welding Supplies/FG, \$168.00  
CEC Solar #1133 LLC, Feb Solar, \$3,093.58  
Centerpoint Energy, January Utilities, \$5,911.62  
Century Link, March Phone, \$1,042.07  
Century Link, Phone/Long Distance, \$37.73  
Charm-tex Inc., Inmate Supplies, \$1,670.54  
Citrix Systems Inc., Renewal/Citrix Maintenance, \$1,356.00  
City of Sterling, Feb E911 Service, \$28,472.04  
Co Dept of Public Health, Environment, 2020 X-Ray Facility Fee/Jail, \$50.00  
Colorado Interactive LLC, Filing Fee, \$6.70  
Colorado State University, Agent Salaries, \$27,810.37  
Corporate Payment System, Training, Supplies, \$11,987.30  
CSU Extension, Training, \$210.00  
Dave Whitney, March Mileage Reimb., \$24.96  
David Christiansen PSY.D., Pre-emp Eval., \$750.00  
Diller Mechanical LLC., Heat Pump Repair, \$7,083.09  
Directv, March TV Service, \$83.00  
District Attorney, March Budgeted Payment, \$42,639.42  
E-470 Public Hwy Authority, Express Tolls, \$63.00  
Ecolab Pest Elim. Div., March Pest Elimination, \$706.77  
Family Food Market, Gift Cert & Supplies, \$922.30  
Family Support Registry, FSR Acc., \$1,198.84  
Fastenal Co., Repair & Maint, \$42.28  
Gall's Inc, Uniforms, \$54.02  
Grainger, Repairs & Maint, \$179.79  
Great America Financial Services Corp., Feb Contract/Sheriff, \$211.61  
Great Copier Serv Inc., Feb Maint Contract/Clerk, \$278.97  
Hajoca Corp., Repairs and Parts, \$1,495.55  
Health Care Partners Foundation Inc., April Medical Services/Sheriff, \$18,407.45  
High West Energy, Feb Utilities, \$244.00  
Highline Electric Assn., Utilities, \$174.40  
Home Depot Credit Services, Repair & Maint Supplies, \$1,968.28  
Horizon Motor Sports, Repairs/Sheriff, \$921.71  
H-R Tire Inc., Veh. Maint./Sheriff, \$439.21  
Integrated Voting Solutions Inc., Ballot Mailing, \$11,442.14  
James Wilkerson, IV MD PC, Autopsies, \$2,500.00  
Joe McGrath, USPAP Staff Training Class, \$50.00  
John Deere Financial, Massey Tractor Parts/FD, \$442.56  
Journal Office Supply Co., Copier Maint & Office Supplies, \$2,063.14

K&S Distributing, Supplies, \$4,571.49  
Katherine Frye, Refund FG Rental Reservation Fee, \$50.00  
KCI, Feb Internet/Sheriff, \$814.63  
LC Board of Realtors, Membership Dues, \$150.00  
LCDI LLC, Feb/Mar Prof Services, \$2,535.73  
LexisNexis Risk Data Mgt., Feb Subscription Fee, \$339.60  
Lock Works LLC, Keys & Repairs, \$205.00  
Logan County Investigations LLC, Feb/Mar Prof Services, \$2,865.87  
Luft LLC, Repair & Maint., \$365.38  
Maricks Waste Disp Inc., Feb Service, \$367.00  
Matheson Tri-Gas Inc., Jan & Feb Supplies, \$20.00  
Matt's Custom Computer Works, Repair & Maint., \$240.00  
Mead Lumber Company, Repair & Maint., \$4.98  
Michael Bournia, March Mileage, \$20.80  
Mr. Ds Ace Home Center, Repair & Maintenance, \$520.14  
National Pen Company, Pens/2020 Census, \$534.90  
NE Safety & Fire Equipment Inc., Repair & Maint, \$302.00  
NECALG, 1st Qtr NECALG & NECTA Contrib., \$19,680.50  
Nelson Food Service LLC, Christmas Gift Cert., \$416.23  
Nelson Plumbing & Drain, Repair/Maint., \$250.00  
New Life Auto, Tires, \$1,186.50  
Newcloud Networks, Feb Phone, \$950.06  
NMS Labs, Inc., Toxicology, \$525.00  
O.K. Auto Parts, HVAC Repairs, \$69.31  
Pam Bacon, Feb Phone Reimb., \$60.80  
Paramount Technologies, Jan-Mar. Maint & Email Migration, \$31,501.67  
Patricia Bartlett, Feb Phone Reimburse, \$50.00  
Petty Cash, Sheriff Exp., \$131.09  
Prairie Mtn Media, Advertising/Elect. \$1,603.10  
Professional Development Academy, NACO HP Academy/ Bauder, \$495.00  
Pro-Vision Inc., Transport Van Cams, \$1,180.33  
Quadient Finance USA Inc., Feb. Prepaid Postage, \$3,100.00  
Quill Corporation, Office Supplies, \$55.98  
Regina Bellendir, Feb. Mineral Research, \$315.00  
RELX Inc., Feb. Online Research, \$245.00  
Reveal 4-N-1 LLC, Repair/Maint., \$525.45  
Security Transp. Service Inc., Inmate Transport/Jail, \$3,198.15  
Sherwin Williams, Repair & Maint., \$261.17  
Sidwell Company, GIS & License Renew Fees, \$21,188.00  
Smart Parts, Repair/Maint., \$453.72  
Specialized Path Consult., Autopsies, \$2,425.00  
State of Colorado, Postage, \$1,882.25  
Sterling Culligan, Bottled Water & RO Rental, \$176.90  
Sterling Irrigation Co., 2020 Water Shares Assessment, \$320.00  
Sterling Reg Med Center, DUI/invest., \$90.00  
Sterling Vacuum Co., Vacuum Repairs, \$3.95  
Susan Pratt, Notary Stamp, \$23.00  
Transport Across Co., 2020 Membership Dues, \$50.00  
Trinity Services Group Inc., Feb. Inmate TTO, \$19,254.22  
Trinity Services Group Inc., Snack Packs/Jail, \$1,170.00  
T's Carwash LLC, Car Wash, \$8.00  
Tyler Technologies Inc., March Lease Agreement, \$2,611.00  
Tyler Technologies Inc., Maint. Agree., \$18,178.00

Verizon Wireless, Feb. Phone, \$528.86  
Viaero Wireless, Feb. Phone, \$377.18  
Virotek Inc., Supplies, \$737.50  
Wakefield & Assoc. Inc., Garnishment Case #2009C885, \$373.71  
Wal-mart Community BRC, Supplies, \$351.47  
Waste Management Inc., Repair & Maint., \$878.09  
Wave Engineering Inc., Acoustical Consult/HC, \$2,300.00  
Wex Bank, Feb. Fuel/Sheriff, \$166.70  
Xcel Energy, Feb. Utilities, \$6,226.46  
Xerox Financial Services, Feb. Maint. Contract/Assr., \$161.28  
Xesi Document Solutions, Copier Maint/Assr, \$160.30

#### **ROAD AND BRIDGE FUND**

A&D Compliance Service LLC, Drug Testing, \$180.00  
Affiliated Benefit Cons. Inc., Feb. FSA Admin Fees, \$405.00  
Barco Muni Products Inc., Signs, \$1,159.00  
Black Hills Energy, Feb. Gas @ Fleming Shop, \$280.55  
Bomgaars, Shop Supplies, \$46.97  
Buckeye Welding Supply Inc., Repair & Maint., \$258.60  
Centerpoint Energy, Jan. Utilities/gas, \$1,407.52  
Century Link, March Phone, \$281.26  
Century Link, Phone/Long Distance, \$13.77  
Charlies Diesel Service LLC, Repair & Maint, \$1,488.09  
CHS Inc., Lube Oils, \$1,470.15  
Cintas Corporation No. 2, Rug & Uniform Cleaning, \$386.21  
Cranmore Fire Protection LLC, Repair & Maint, \$848.00  
E-470 Public Hwy Author., Express Tolls, \$17.90  
Eaton Sales & Service LLC, Repair & Maint. Fuel Site, \$116.60  
Fastenal Co., Shop Supplies, \$4.31  
Fleet Pride, Repair & Maint. \$838.40  
G & M Implement Inc., Repair & Maint., \$379.04  
Great Western Tire of Sterling, Tires & Tubes, \$1,410.28  
Harold Kues, Feb Gravel, \$4,492.80  
Highline Electric Assn., Feb Utilities, \$2,659.30  
Industrial Welding & Supp Inc., Steel & Iron, \$646.74  
John Deere Financial, Repair & Maint, \$4,677.54  
Journal Office Supply Co., Mar. Maint Contract, \$35.00  
Kenz & Leslie Distrib. Co., Repair & Maint., \$143.95  
Korf, Repair & Maint., \$37.34  
Kuskie Oil Co., Feb Fuel, \$44,830.87  
Maricks Waste Disp Inc., Feb. Trash Service, \$149.00  
Marsau's Inc., Repair & Maint., \$1,627.44  
Mr. D's Ace Home Center, Repair & Maint., \$117.27  
Napa Auto Parts, Repair & Maint., \$3,687.66  
Newman Traffic Signs, Signs, \$2,443.14  
Paramount Technologies, Jan.-Mar. Maint & Email Migration, \$1,927.14  
Paula Bjerke, Feb. Mileage Reimb., \$55.12  
Peetz Farmers Co-op, Feb. Fuel @ Peetz Station, \$1,608.84  
Prairie Mtn Media, Advertising, \$345.00  
Rob Kasper, Training Exp. Reimbursement, \$178.18  
Rocky Mtn Cleaning Systems, Shop Supplies, \$87.00  
Sage Pointe Water & Sanitation Co., March Sewer Service, \$69.50  
Scherf Upholstery, Repair & Maint., \$125.00  
Scholl Oil Co., Fuel, \$11,986.38

Signal Graphics Printing LLC, Office Supplies, \$40.00  
Smart Parts, Repair & Maint., \$326.99  
TLC Automotive, Repair & Maint., \$975.00  
Town of Fleming, Feb Utilities @ Fleming Shop, \$243.92  
Town of Iliff, Feb. Water, \$38.75  
Transwest Trucks, Repair & Maint., \$28.98  
Viaero Wireless, Feb. Cell Phones, \$139.28  
Wagner Equipment Co. Inc., Repair & Maint., \$45,337.73  
Wal-mart Community BRC, Supplies, \$54.28  
Xcel Energy, Feb Utility, \$249.55

#### **LODGING TAX TOURISM FUND**

Canteen Refreshment Services, Coffee Services, \$239.49  
Corporate Payment System, Tourist Center, \$196.62  
Flagship Publishing Inc., LTB Pledge-Co. Life Mag. Ad, \$720.00  
KCI, Feb. Phone & Internet/Visitor Center, \$188.06  
Miles Partnership LLP, Pledge-Miles Partnership/CTO Media, \$4,207.00  
Royal Publishing, 2020 Co. Wrestling Champs, \$70.00  
Wal-mart Community BRC, Supplies, \$685.99

#### **TELEVISION TRANSLATOR FUND**

Co. Board of Land Commissioners, 2020 Lease Pmt, \$3,025.82  
High West Energy, Feb. Utilities, \$495.00  
Highline Electric Assn., Utilities, \$291.60  
RF Systems LLC, March Maint. Agreement, \$1,488.23

#### **CAPITAL EXPENDITURES FUND**

American Building Systems LLC, Carport, \$7,459.80  
Dataworks Plus LLC, Livescan/Sheriff, \$11,291.85  
Home Depot Credit Service, Repair & Maint. Supplies, \$401.91  
Journal Office Supply Co., Maint Contract & New Copier/Jail, \$5,500.00  
Mr. Ds Ace Home Center, LCSSC/Trap Mach & Supplies, \$142.21  
Perfection Door, Trap House Doors/LCSSC, \$1,260.00  
RK Welding & Services LLC, LCSSC Trap House Equip., \$620.00  
Rodney Lee, Paint Scoring Stands/LCSSC, \$300.00  
Schaefer's Precision Body & Frame Inc., Paint Supplies/LCSSC, \$427.37  
Sherwin Williams, Repair & Maint., \$87.98  
Sterling Correctional Facility, FG Fencing/Final Payment, \$3,111.75  
Travelstorys GPS, Tour Setup & Production, \$10,000.00

#### **SALES AND USE TAX CAPITAL IMPROVEMENTS FUND**

Ag Teck Repair Inc., Bobcat Landplane, \$2,440.60  
CEC Solar #1128 LLC, Feb Solar, \$5,276.72  
CEC Solar #1133 LLC, Feb Solar, \$866.41  
Centerpoint Energy, Jan Utilities/gas, \$7,312.64  
City of Sterling, Feb Utilities, \$3,311.35  
Gary's Glass Company, HC Doors & Lock, \$6,427.80  
Kubl Group LLC, Cameras/Jail & Courts, \$24,550.00  
Waste Management Inc., March Disposal Service, \$546.16  
Xcel Energy, Feb Utilities, \$6,958.80

#### **SOLID WASTE DISPOSAL FUND**

Affiliated Benefit Cons Inc., Feb FSA Admin Fees, \$41.00  
ALSCO Inc., Feb Services, \$213.32  
American Environmental Consulting LLC, Consulting, \$3,623.69  
Century Link, March Phone, \$112.04  
Century Link, Phone/Long Distance, \$8.17  
Corporate Payment System, Reimb. Exp., \$29.00



Electronic Recyclers International Inc., Electronic Recycling, \$2,737.50  
Highline Electric Assn, Utilities, \$716.30  
Interstate Battery, Equip Repair & Maint., \$125.95  
Journal Office Supply Co., Jan Maint Contract, \$23.63  
KCI, Feb. Internet, \$52.00  
Matheson Tri-Gas Inc., Jan & Feb Supplies, \$137.07  
Mead Lumber Company, Repair & Maint, \$17.95  
Mr. Ds Ace Home Center, Maint., \$4.55  
Napa Auto Parts, Repair & Maint., \$89.08  
Paramount Technologies, Jan-Mar. Maint & Email Migration, \$1,605.95  
Peetz Farmers Co-op, Feb Fuel, \$2,686.73  
Presto-X, Feb Pest Elimination, \$71.00  
Recycle Colorado, Recycling Summit Registration/Chrisp, \$480.00  
Resource Management Co Inc., Tire Recycling, \$899.30  
Sterling Culligan, Bottled Water & Cooler Rent, \$29.00  
Sterling Fuels Inc., Fuel-oil-Antifreeze, \$209.21  
Viaero Wireless, Feb Cell Phone, \$102.25  
Wal-Mart Community BRC, Supplies, \$93.53

#### **FAIR FUND**

Amen Custom Leather, Queens Saddle Balance, \$1,500.00  
Corporate Payment System, Supplies, \$53.09  
IAFE, 2020 Membership Dues, \$190.00  
Journal Office Supply Co., Jan. Maint Contract, \$55.49

#### **AMBULANCE FUND**

CEC Solar #1133 LLC, Feb Solar, \$43.79  
City of Sterling, February Ambulance, \$37,194.01  
Enable Billing Services, Feb Billing Services, \$4,864.92  
Matheson Tri-Gas Inc, Jan & Feb Supplies, \$1,866.66  
Xcel Energy, Feb Utilities, \$439.99

#### **PEST CONTROL DISTRICT FUND**

Affiliated Benefit Cons Inc., Feb. FSA Admin. Fees, \$6.00  
Bomgaars, Supplies, \$204.12  
CEC Solar #1133 LLC, Feb Solar, \$43.79  
City of Sterling, Feb Utilities, \$153.77  
Co. County Weed Supervisor's Assn., 2020 CCWSA Membership, \$25.00  
Co. Dept. of Agriculture, Pesticide Applicator License, \$100.00  
Dave Appelhans, Cell Phone Reimb., \$75.00  
KCI, Feb Internet, \$19.75  
Maricks Waste Disp Inc., Feb Service, \$47.00  
Newcloud Networks, Feb Telephone, \$6.90  
Paramount Technologies, Jan-Mar Maint & Email Migration, \$321.19  
Wal-mart Community BRC, Supplies, \$294.83  
Xcel Energy, Feb Utilities, \$439.99

#### **HUMAN SERVICES FUND**

3 Peaks Testing, Drug Testing, \$40.00  
ADP Screening & Selection, Data Searches, \$79.53  
Affiliated Benefits Cons. Inc., Flex Plan Maintenance, \$635.00  
Amanda Clary, Travel/Client Expense, \$39.11  
Annette Green, Travel, \$258.11  
Anthony Martin, Transcripts, \$210.00  
Axiom Human Resource Sol., Software Contract, \$174.00  
Bauer & Furman, PC, Attorney, \$7,801.68  
Beyond Technology, Inc., Office Supplies, \$527.59

Centennial Mental Health, Client Expense, \$239.70  
 Centurylink, Telephone, \$187.25  
 Cooperating Ministry, TANF Contract, \$2,528.00  
 County Express, Client Expense, \$1,060.00  
 CWFC, Registration, \$260.00  
 CYMA, Systems Inc., Annual Software Cost., \$2,056.25  
 David Long, Travel, \$174.20  
 Donna Marx, Travel, \$163.40  
 Early Childhood Council LPS, TANF Contract, \$2,486.00  
 Elan Corporate Card, Office Supplies, Travel, Postage, \$2,056.83  
 Elan Corporate Card, Client Expense, \$846.46  
 Eofficemgr, Software Contract, \$378.73  
 Family Resource Center, Grant Expense, \$3,492.38  
 Family Resource Center, TANF Contract, \$2,411.77  
 Foster Parents, Certification Costs, \$595.54  
 Great Copier Service, Copies, \$28.88  
 Help for Abused Partners, TANF Contract, \$3,237.98  
 H-R Tire Co. Inc., Client Expense, \$523.06  
 IOG Fund, Grant Expense, \$1,579.80  
 Jean Davis, CW Contract, \$1,600.00  
 Journal Office Supply Co., Office Supplies, \$403.43  
 Justine Hanneman, Travel, \$19.76  
 Karen Milner, Travel, \$80.00  
 Kirsten Sirota, Grant Expense, \$444.60  
 Krista Hansen-Krier, Transcripts, \$245.00  
 Lancaster County Sheriff, Service of Process, \$37.50  
 LexisNexis Risk Solutions, Data Searches, \$157.60  
 Logan Co Cafeteria Plan Health Ins Deductible Pool \$8,277.70  
 Logan Co Government, Attorney, Office Space, \$23,269.13  
 Logan Co Human Services GA, Client Expense, \$2,721.21  
 Logan County Sheriff, Service of Process, \$15.00  
 Louise Buchholz, Travel, \$117.15  
 Melissa McCaffrey, Travel, \$9.88  
 Northeastern Process Serv, Service of Process, \$256.20  
 Omega Laboratories, Inc., Drug Testing, \$490.00  
 Prairie Mountain Media, Advertising, \$231.00  
 Quill Corporation, Office Supplies, \$180.48  
 Salud Clinic, Client Expense, \$35.00  
 Soul Grower Industries, Grant Expense, \$1,300.00  
 State of Co - DPA Accounting, Office Supplies, \$263.33  
 Steamboat Grand, Travel, \$308.16  
 Viaero Wireless, Cell Phone Contract, \$1,080.80  
 Wal-mart Community/SYNCB, Off Supp, Client Expense, \$543.52  
 Xesi Document Solutions, Copies, \$22.00  
**EBT/EFT TO CLIENTS AND PROVIDERS:**  
 Child Care, \$34,041.87  
 Child Welfare, \$151,140.90  
 Child Welfare Case Services, \$2,302.72  
 Core Case Services, \$26,261.00  
 Aid to Needy Disabled, \$9,285.11  
 SSI Home Care Allowance, \$1,274.00  
 Colorado Works, \$33,499.62  
 Food Assistance, \$260,210.00

Food Assistance Job Search, \$975.00  
Leap Basic and CIP Programs, \$18,648.48  
Old Age Pension, \$24,126.83

APPROVED: May 5, 2020

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Joseph A. McBride, Chairman

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Byron H. Pelton

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Jane E. Bauder



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

County of Logan Month of April 2020

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	136	21-4142 & 21-4142a	01/01
Office Visits (telephone)	02	MILITARY RECORDS/CORRECTIONS	
Home Visits	- 0 -	SF180	↑
Outreach Visits	- 0 -	DD149	
Community Events	- 0 -	DD293	
Request for Medal	- 0 -	NA13075	- 0 -
Operation Recognition	- 0 -	Other	↓
Correspondence Rec'd	03	NSC PENSION	
Correspondence Written	02	21-527EZ	- 0 -
Info/Referral/Inquiries	04	21-8416	- 0 -
VCAA Notice	- 0 -	WIDOWS PENSION	
State Benefits	- 0 -	21-534EZ	- 0 -
Income Verifications	- 0 -	21-8416	- 0 -
NEW CLAIMS INITIATED		DIC	
21-22 CVA	02	21-5234EZ	- 0 -
21-22 others	- 0 -	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	- 0 -
21-526EZ	01	APPEALS	
21-0966 Informal	01	21-0985 NOD	↑
21-4138	- 0 -	VA Form 9	↑
21-526EZ Reinstate	- 0 -	20-0995	
21-526EZ IU	- 0 -	20-0996	
21-8940 IU	- 0 -	10182	↓



SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	↑	29-357	↑
21-4138 SMC		29-4364	
21-686c Dependency		29-336 Beneficiary	
21-674 School Attendance		29-4125 Lump Sum	
VA HEALTHCARE		VTF REQUESTS	
10-10EZ		Rental Assistance	
CHAMPVA		Utilities Assistance	
HOMELESS VETERANS CLAIMS		Prescription Assistance	- 0 -
Service Connection		Food Assistance	
NSC Pension		Transportation Assistance	
VOC REHAB		Clothing Assistance	
28-1900 CH31	- 0 -	Other	
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow		26-1800	
21-4502 Adaptive Equip.		26-1817	
26-4555 Housing		SURVEYS	
10-0103 HISA Grant		County VSO Feedback and Comment Forms Submitted:	↓
CRSC		OTHER	
BURIAL ALLOWANCE		*Calls: from vet / to vet / prof.	51 / 52 / 33
21P-530		Emails: from vet / to vet / about vet	08 / 08 / 49
40-1330		professional	71
21-2008		text messages: from vet / to vet	148 / 148
INCARCERATED VETERANS			
21-526EZ Reinstatement			
21-4138 Apportionment	↓		



### Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of April, 2020 from Logan county.

Salary	\$ <u>2,019.98</u>
Expenses (maintenance contract)	\$ <u>19.95</u>
Office Space	\$ <u>-0-</u>
Telephone	\$ <u>84.10</u>
Office Supplies	\$ <u>6.08</u>
Travel	\$ <u>51.28</u>
Training Conference	\$ <u>-0-</u>
Other (Postage)	\$ <u>36.25</u>
TOTAL	\$ <u>2,217.64</u>

Wayne  
Signature of County Veterans Service Officer

05/01/2020  
Date

### Certification by County Commissioner or Designee

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

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

\_\_\_\_\_  
County

\_\_\_\_\_  
Date

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

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

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



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

THIS AGREEMENT made this (County fills in) \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the County of Logan, State of Colorado, hereinafter called "County", and XCEL ENERGY 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): 16237 COUNTY ROAD 12

\_\_\_\_\_ ; and

WHEREAS, Applicant desires to install and construct a OVERHEAD ELECTRIC LINE, which will be located (**Circle One**): along, bore under, or trench across COUNTY ROAD 12, 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 OVERHEAD ELECTRIC LINE, described above, in the right of way of COUNTY ROAD 12, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than JUNE 1, 2020.
- ☒ 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.

ROW2020-8 XCEL  
CR 12 CROSSING  
QUINT BROS. LLP  
Sec. 2 & 11-06-53

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

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

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

☐ Other Provisions: \_\_\_\_\_

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

**Owner #1**

\_\_\_\_\_  
Signature Printed name \_\_\_\_\_

Signature

**Owner #2**

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_

Signature

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

TYSON LAMBERT  
Printed name \_\_\_\_\_

\_\_\_\_\_  
Signature

Address: 502 SOUTH 8TH AVE  
STERLING, CO 80751

Application Fee Paid 750

Date 4-23-2020

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

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

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

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

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

ROW2020-8 XCEL  
CR 12 CROSSING  
QUINT BROS. LLP  
Sec. 2 & 11-06-53



SW4

2-6-53

HIGHWAY 63



Work will begin at point X which is approximately 1100' west of Highway 63 on County Road 12. We will be installing a new overhead 3Ø crossing to feed a new irrigation pump at point Y for Quint Bros, LLP.

COUNTY ROAD 12

Y

X

← ~1100' west of Highway 63

NW4

11-6-53

ROW2020-8 XCEL  
CR 12 CROSSING  
QUINT BROS. LLP  
Sec. 2 & 11-06-53

## **RESOLUTION**

**No. 2020 - 18**

**A RESOLUTION GRANTING NEXTERA ENERGY RESOURCES, LLC, DOING BUSINESS AS NIYOL WIND, LLC, A CONDITIONAL USE PERMIT (CUP) #246 FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A TEMPORARY METEOROLOGICAL (MET) TOWER FOR MEASURING AND RECORDING WEATHER CONDITIONS AND TO ASSESS SITING OF PROPOSED WIND ENERGY PROJECT, TO BE LOCATED IN THE NORTHWEST QUARTER (NW1/4) SECTION 11, TOWNSHIP 7 NORTH, RANGE 50 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.**

**WHEREAS**, NextEra Energy Resources, LLC, doing business as Niyol Wind, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a temporary Meteorological (MET) Tower; and

**WHEREAS**, the property location of the Met Tower is described as: the Northwest Quarter (NW1/4) of Section 11, Township 7 North, Range 50 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on April 21, 2020; and

**WHEREAS**, the applicant is requesting approval of Conditional Use Permit #246, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, with the period of the Conditional Use Permit to run for ten (10) years, commencing on the date of the approval of the requested Conditional Use Permit.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

### **I. APPROVAL:**

The application of NextEra Energy Resources, LLC, doing business as Niyol Wind, LLC, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower is GRANTED, subject to the conditions set forth below.

### **II. FINDINGS OF FACT:**

The use is compatible with existing land uses in the area, which is zoned Agricultural District.

### **III. CONDITIONS:**

1. The location of the Meteorological Tower will be no less than one hundred ninety-eight (198) feet from the edge of the county right-of-way.
2. The Meteorological Tower is to be no higher than one hundred ninety-eight (198) feet at its highest point.
3. The Meteorological Tower will have three anchored guy wires, requiring a radius of approximately one hundred sixty-four (164) feet. The Meteorological Tower will be painted with alternating red and white stripes with aircraft marker balls on the outer guy wires.
4. The Meteorological Tower will have flashing sidelights installed along the side of the tower and a flashing beacon will be installed at the top of the tower, per Federal Aviation Administration requirements.

5. The permit term shall be for ten (10) years on the identified and approved CUP. If any changes, such as alterations or enlargements, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

**NOW, THEREFORE, BE IT RESOLVED**, that Conditional Use Permit #246 is granted for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, subject to the conditions set forth above and subject to application for renewal for continued permitted use after May 5<sup>th</sup>, 2030. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

ADOPTED the 5<sup>th</sup> day of May, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 5th day of May, 2020.

\_\_\_\_\_  
County Clerk and Recorder



**LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION**

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

DEPARTMENT OF PLANNING & ZONING

LOGAN COUNTY COURTHOUSE

STERLING, COLORADO 80751

**Applicant**

Name: Niyol Wind, LLC Phone: 561-304-5573  
Address: 700 Universe Boulevard, Juno Beach, FL 33408

**Landowner**

Name: David Carl ETL Phone: \_\_\_\_\_  
Address: 8141 County Road 83, Fleming, Colorado 80728

**Description of Property:**

Legal: 1/4 Section NW 1/4 Section 11 Township 7N Range 50W  
Address: \_\_\_\_\_ Access off CR or Hwy: County Road 69

New Address Needed: Y or **(N)** Subdivision Name: \_\_\_\_\_

Filing \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Tract \_\_\_\_\_ Lot Size 165 acres

**Current Zoning:** Agriculture **Current Land Use:** Agriculture

Proposed Conditional Use: Install a temporary meteorological tower to measure weather.  
See letter for additional details.

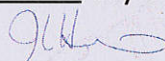
Terms of Conditional Use: Use of temporary meteorological tower for up to 10 years to  
measure weather and to assess siting of proposed wind energy project. Wildlife sensing  
appurtenances will also be installed.

Building Plans: See Attachment D MET Tower Specifications and  
Attachment E Standard Marking Plan for additional information

Names and addresses of all adjacent landowners within 500 feet of the above described  
property: \_\_\_\_\_  
Please see Attachment I for all adjacent landowners within 500 feet of the parcel boundary

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County  
Commissioners, together with such plans, details and information of the proposed conditional use. I,  
(We), further understand that the Board of Logan County Commissioners may, in addition to granting a  
Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the  
Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_.

Signature of Applicant: 

Signature of Landowner: \_\_\_\_\_



**FOR COUNTY USE**

Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: \_\_\_\_\_

Recommendation of Planning Commission: \_\_\_\_\_ Approval \_\_\_\_\_ Denial

Recommended Conditions of Conditional Use Permit: \_\_\_\_\_

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

\_\_\_\_\_  
Chairperson, Planning Commission

=====

**COUNTY COMMISSIONERS ACTION:**

Conditions of Conditional Use Permit: \_\_\_\_\_

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

Date Granted: \_\_\_\_\_

Date Denied: \_\_\_\_\_

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

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

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





- MET Tower Parcel
- Proposed MET Tower
- Township / Range
- Section

# Niyol Wind MET Tower

## Vicinity Map

Logan County, Colorado

**CORE**  
CONSULTANTS

Civil Engineering | Natural Resources | Land Surveying  
CORE Project #: 19-173      Date: 3/12/2020





**ROMEO ENTERTAINMENT GROUP**

5247 N. 129<sup>th</sup> St., Omaha, NE 68164  
(402) 359-1010 PH (402) 763-4481 FAX

AGREEMENT made this 4th day of May 2020, by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 5247 N. 129<sup>th</sup> St., Omaha, NE 68164 and the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, D/B/A LOGAN COUNTY FAIR, a Colorado statutory county, with its principal place of business at 1120 Pawnee Ave., Sterling, CO ("Buyer"). NOW THEREFORE, In Consideration of the mutual promises and agreements contained herein, the parties acknowledge and agree as follows:

1. **ATTRACTIONS.** Entertainment Consultant shall, at its expense, secure for the Buyer the following attractions to appear at the times specified and upon the following terms:

**TRAVIS TRITT**

Saturday, August 8, 2020 (the "Event")

**SET LENGTH:** 75-90 MINUTES

**SHOW TIME:** 8:00 PM for Opener and approx. 9:15 PM for Headliner

**DOORS:** 7:00 PM

**PRICE:** \$70,000 FLAT GUARANTEE PLUS 75% OF NET BOX OFFICE RECEIPTS OVER \$130,000 PLUS 50% OF THE ARTIST MERCHANDISE GOING TO THE VENUE, Local Ground Transportation, and lodging for an REG service representative. (INCLUDES ENTERTAINMENT CONSULTANT SERVICE FEE) (FEE GUARANTEED – RAIN OR SHINE).

**MERCH:** Buyer requests 20 t-shirts @ \$10 a piece for staff- to be approved by Artist Management.

**SPECIAL NOTES:** Buyer must hold announce and on sale until after February 27, 2020. Travis Tritt will not do any meet and greets or photo ops.

**VENUE:** The Logan County Fairgrounds – Sterling, CO (the "Premises").

**CAPACITY:** 8,400 less 400 comps **TICKET PRICES** 7,860 @ \$34 and 140 @ \$57 (There is no fair admission) **GP:** \$275,220 (not to exceed)

**BUYER TO PROVIDE:** FIRST CLASS SOUND, LIGHTS AND GROUND TRANSPORTATION, STAGE, TWO [2] SPOTLIGHTS, SPOTLIGHT OPERATORS, CREW FOR LOAD-IN AND LOAD-OUT, AND ALL OTHER REQUIREMENTS OF THE ARTIST RIDER.

**Radius Protection Clause:** 150 miles prior to and 45 days after.

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Buyer shall pay the sum of **\$70,000 PLUS 75% OF NET BOX OFFICE RECEIPTS OVER \$130,000 PLUS 50% OF THE ARTIST MERCHANDISE GOING TO THE VENUE, to ROMEO ENTERTAINMENT GROUP, INC.** in Cash or by Venue, Certified or Bank Cashier's Check ("Entertainment Consultant's Fee"), no later than the time scheduled for the last of such attractions. Entertainment Consultant Fee is in addition to any charges for block-buy tours or packaged tours, which are owned, created or implemented by the Entertainment Consultant. In the event that inclement weather prevents any of such attractions from appearing on the Premises, payment shall nevertheless be made to Entertainment Consultant in full. In the event of cancellation by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.** Buyer shall also be responsible for its own personnel's wages, federal, state and local income taxes, worker's compensation insurance and travel related expenses. Buyer shall indemnify and hold Entertainment Consultant harmless from any such liability for contributions, federal, state and local taxes, payments or other obligations related to employees of Buyer.

3. **AUTHORIZATION.** Buyer appoints Entertainment Consultant to be its agent for the purposes detailed herein, including the continued engagement of the Artist for the performance described herein. Buyer expressly agrees to be bound by the terms of the Artist agreement(s) and as further provided in this Agreement. Buyer hereby irrevocably authorizes and appoints Entertainment Consultant to serve as Buyer's true and lawful attorney, in Buyer's name, to take such action and to execute and deliver any documents, which Entertainment Consultant may deem necessary to vest Entertainment Consultant, all of the rights and interests granted hereunder. The foregoing is acknowledged to be a power coupled with an interest and therefore irrevocable. It is expressly understood and agreed that Entertainment Consultant is acting solely as agent for Buyer in the negotiation of the agreement with Artist and that Entertainment Consultant is not responsible for the performance or nonperformance of Artist or of the obligations assumed by Buyer. Buyer manifestly consents that Entertainment Consultant shall act as its agent with regards to securing attractions and that Entertainment Consultant shall act on Buyer's behalf and subject to Buyer's control. For purposes

of clarification, Entertainment Consultant is in no way acting as an independent contractor for Buyer. Following input from Buyer, Entertainment Consultant shall utilize its knowledge and expertise in the music industry to assist Buyer in purchasing talent, but at all times shall be under the direction, supervision, and control of Buyer and shall not execute any agreement for talent without the consent of Buyer.

4. CANCELLATION. Upon Buyer's execution of this Agreement, Buyer is liable to the Artist for the terms of the Artist contract. If Buyer cancels the Artist's performance at any time, Buyer shall be solely responsible to Artist for the terms of the contract. Buyer will further, to the extent allowed by law, indemnify and hold harmless the Entertainment Consultant from and against all claims, costs and expenses arising from or in connection with Buyer's cancellation of the performance. Buyer further agrees to reimburse the Entertainment Consultant its actual cost and expense incurred prior to the cancellation of the performance, as well as any and all monies owed to Entertainment Consultant, which shall become immediately due. In the event Artist cancels the performance ten (10) or more days prior to the performance date and such cancellation is not due to Buyer's default or some other permissible reason under Artist's contract as determined by Entertainment Consultant, in its sole discretion ("Artist Default"), then Entertainment Consultant shall use commercially reasonable efforts to find a replacement artist for the performance on terms and conditions approved by Buyer in writing. In the event of an Artist Default, Entertainment Consultant shall refund to Buyer any portion of the monies paid to Artist, which are refunded to Entertainment Consultant from Artist.

5. FACILITIES AND PERSONNEL. Buyer shall furnish on the Premises, at its expense, (a) a suitable stage with adequate heated/air-conditioned dressing rooms, areas for sound and light controls, areas for spotlights and such other facilities as are necessary or appropriate, as detailed in the Artist rider (b) a first-class sound and light system and required electrical services to operate said equipment, (c) stage hands and crews for operating spotlights and unloading, setting up, placing in proper positions and striking stage gear, sound equipment, lights, rigging, stage top, portable stage, and any other equipment. In addition, Buyer shall furnish to the personnel and performers free admission to the Premises and access to all areas necessary or convenient for the performances contemplated herein

6. INDEMNITY AND INSURANCE. Buyer assumes full responsibility for the operation of Premises where Buyer's event will take place and all facilities and equipment thereon and will, to the extent allowed by law, indemnify and hold the Entertainment Consultant and its employees, officers, contractors, representatives, and agents, harmless from any and all claims, liabilities, damages, losses, costs and expenses arising out of any such operations, contracts or transactions relating to this Agreement, as well as Buyer's breach of any of its obligations under this Agreement. Buyer shall indemnify Entertainment Consultant from any act or omissions of the Buyer's representatives or other agents, whether occurring within or outside the scope of the representative's agency, employment or duties. For these purposes, Buyer will subscribe to and keep in force during the duration of this agreement all customary forms of insurance, including comprehensive public liability, and shall cause Entertainment Consultant to be as named insured as its interest appears, with a limit to **be no less than: one million dollars (\$1,000,000.00) for capacities between 0-2,500; three million dollars (\$3,000,000.00) for capacities between 2,501-10,000; four million dollars (\$4,000,000.00) for capacities between 10,001-15,000; six million dollars (\$6,000,000.00) for capacities between 15,001-25,000; and ten million dollars (\$10,000,000.00) for capacities over 25,001**, or any additional amount agreed upon by Entertainment Consultant and Artist's representative, and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. Entertainment Consultant will indemnify and hold the Buyer and its employees, officers and agents, harmless from any claims, liabilities, damages, costs and expenses arising out of the performance of or failure to perform Entertainment Consultant duties, or any acts or omissions of the Entertainment Consultant's representative, whether occurring within or outside the scope of representative's agency, employment or duties. Entertainment Consultant shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability **(with a limit to be no less than one million dollars \$1,000,000.00)**, or any additional amount agreed upon by Entertainment Consultant and Artist's representative, and shall ensure that all Entertainment Consultant employees are protected by workers compensation in such amounts and with such carriers as shall be approved by the Buyer. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Buyer upon request. All policy limits subscribed to in connection with the Event shall be subject to Entertainment Consultant's approval.

7. ACTS OF GOD. Neither Entertainment Consultant nor Buyer shall be responsible or liable in any way to the other, nor shall such action be deemed a breach of this Agreement, for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond EITHER PARTY'S control, including those obligations which are rendered impossible, hazardous or are otherwise prevented or impaired for reasons beyond EITHER PARTY'S control (including, but not limited to, fire, casualty, physical disability, the acts, orders or regulations of public authorities, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, acts of terrorism, interruption or delay of transportation services, or any other cause of a similar nature beyond EITHER PARTY'S control, including, without limitation, Artist's illness or incapacity), any of which shall excuse BOTH PARTIES from the performance and obligations under this Agreement.

8. NOTICES. All notices and communications required or permitted under this agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended



at the addresses shown at the beginning of this agreement or to such other addresses as may be designated by the parties in writing.

9. **CONFIDENTIALITY.** Buyer agrees that the terms of this Agreement are confidential and shall not be disclosed to any third party, except as may be required by the provisions of the Colorado Open Meetings Law or the Colorado Open Records Law, C.R.S. section 24-6-401, et.seq., and C.R.S. section 24-72-200.1, et.seq., respectively, or with the prior written consent of the Entertainment Consultant.

10. **CHOICE OF LAW & VENUE:** The choice of law and choice of venue shall be the City, County and State in which the performance is to take place.

11. **COMPLETE AGREEMENT.** This instrument contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

**ROMEO ENTERTAINMENT GROUP, INC.**

**LOGAN COUNTY FAIR**

By: \_\_\_\_\_

By: \_\_\_\_\_

JENNY FITZPATRICK o/b/o MICHELLE ROMEO-VICE PRESIDENT

Joseph A. McBride, Chairman  
BOARD OF COUNTY  
COMMISSIONERS OF LOGAN  
COUNTY, COLORADO

## **CONTRACT ADDENDUM**

**Producer: GREAT DAY TOURING, INC.**  
**f/s/o Travis Tritt**

**Buyer: LOGAN COUNTY FAIR**

**Performance Date: SATURDAY, AUGUST 8, 2020**  
**Fairgrounds, Sterling, CO**

**Location: Logan County**

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty-five percent (25%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers. Buyer requests 20 Artist T-shirts @ \$10 each for their staff.
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of **150 miles** from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until **45 days following** the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. **THIS WILL BE STRICTLY ENFORCED.**
6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact **DARRELL OGG @ 406-590-4753**, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy with limits to be not less than \$1 million per occurrence and \$2 million aggregate, and Producer shall have reasonable opportunity to cure any breach of policy limits. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer,

including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser). Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.

9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or are otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.
11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
12. **PERFORMANCE TIME:** Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall have no further obligation in relation to the Engagement. except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach).

In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer shall be entitled to terminate this agreement and shall have no further obligation in relation to the Engagement, except that, Buyer may elect to request a reduction in the Guarantee in lieu of termination, and any grant of a reduction in the Guarantee in lieu of termination shall be dependent upon mutual agreement between all parties.

13. **LIMITED LIABILITY:** Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects

from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.

14. **INDEMNIFICATION**: Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.
15. **PHOTOGRAPHY/TAPING**: Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.
16. **CHOICE OF LAW & VENUE**: The choice of law and choice of venue shall be the City, County and State in which the performance is to take place.
17. **COVID-19**: The parties agree and understand that the Covid-19 pandemic creates unique health and safety issues that could prevent this engagement from occurring. With full knowledge of this situation, the parties hereby retain the right to invoke force majeure if the facts giving rise to the force majeure are directly related to the pandemic or a natural consequence thereof. Governmental reduction in capacity shall be a force majeure event or require a renegotiation of the deal.

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
PRODUCER

**ACCEPTED AND AGREED:**

\_\_\_\_\_  
BUYER