



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, May 6, 2025 - 10:00 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the April 29, 2025 meeting.

Acknowledge receipt of the Landfill Supervisor's report for the month of April, 2025.

Inspection of the Logan County Jail.

Unfinished Business
New Business

The Board will open purchase and installation of (2) pre-cast box culverts, one at Vansway Drive in the Springdale Irrigation Canal and one at County Road 43.5, approximately ¼ mile north of County Road 36.

Consideration of the approval of an agreement between Logan County and Peetz Communications and issuance of Right of Way Permit Number 2025-5 for use of the County Right of Way along County Roads 78 and 79 for a fiber optic cable.

Consideration of the approval of a Talent Buyer Agreement between Logan County (Logan County Fair) and Lakefront Entertainment, LLC dba Fran Romeo Agency for the procurement of talent - Jo Dee Messina and Clare Dunn for live performances at the Logan County Fair Night Show, Saturday, August 2, 2025.

Consideration of the approval of a Proclamation - May as Mental Health Month in Logan County.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, May 20, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

April 29, 2025

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

Mike Brownell
James T. Yahn
Jerry A. Sonnenberg

Chairman
Commissioner
Commissioner - Absent

Also present:

Alan Samber
Pamela M. Bacon
Marilee Johnson
Rob Quint
Rick Cullip
Debbie Unrein
Josilyn Lutze
Caitlin Bassegio
Jeff Rice

Logan County Attorney
Logan County Clerk
Logan County Public Information Coordinator
Planning and Zoning
Logan County Buildings and Grounds
Logan County Finance
Logan County Emergency Management
Logan County Chamber
Journal Advocate

Chairman Brownell called the meeting to order at 9:45 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions to the agenda. Hearing no revisions, Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 15, 2025, meeting.
- The board signed titles for the sale of two Sheriff's vehicles that were damaged in separate accidents and will be sold for salvage value.
- Award of Parking Attendant Services for the Logan County Fair to the Fleming Class of 2027.
- Consideration of the approval of an application for the renewal of a Retail Liquor Store License on behalf of Big B's Beer and Bait, LLC at 24005 CR 330, Sterling, CO 80751

Commissioner Yahn moved to approve the consent agenda. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell continued with Unfinished Business:

Commissioner Yahn moved to award the proposal for Ambulance Service Billing and Debt Recovery Services to EMS MC with a 60-day notice to Wakefield of the change. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Yahn moved to approve an agreement between Production Services International for the stage crew for the Logan County Fair Night Show for August 2, 2025. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell continued with New Business:

The board opened a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on May 3, 2025.

- Caitlin Bassegio explained the event to the board.

Hearing no further public comment Chairman Brownell closed the public hearing. Commissioner Yahn moved to approve an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for an event to be held at the Logan County Courthouse on May 3, 2025. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell went back on the agenda to approve the second agreement with Production Services International. Commissioner Yahn moved to approve an agreement between Production Services International for stage, lights and sound for the Logan County Fair Night Show for August 2, 2025. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Yahn moved to approve an Agreement to modify and extend an Intergovernmental Agreement between Logan County and the City of Sterling effective July 1, 2025, for the following programs and or services listed by the Chairman. Commissioner Brownell seconded, and the motion carried 2-0.

- Logan County Ambulance Service for a 1-year extension

The following for a 5-year extension:

- Logan County Landfill
- Logan County Jail
- Sewage Collection on County Road 37
- South Platte Valley Regional Transportation Authority
- Sunset Memorial Garden Cemetery
- Building Permits
- Special Events Permits
- Use Tax Collection
- Reciprocal Recreation Admission Privileges
- Joint Use of Server Platform

Commissioner Yahn moved to approve a Letter of Gift and Bill of Sale for the donation of a 1998 Ford Ambulance Chassis (VIN#1FDXE40F3WHB36429) to the Fleming Fire Protection District. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Yahn moved to approve Resolution 2025-8 approving the final plat for the Old Vine Property, LLC, Minor Subdivision located in the Southwest Quarter (SW1/4) of Section 31, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado. Chairman Brownell opened a public hearing. Hearing no public comments Chairman Brownell closed the public hearing. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Yahn moved to approve a proposal and statement of work between Logan County and CivicPlus for the creation, implementation, and hosting of a new website for Logan County to comply with HB21-1110 accessibility requirements. Commissioner Brownell seconded, and the motion carried 2-0.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, May 6, 2025, at 9:30 a.m. at the Logan County Courthouse.

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

Submitted by:


Logan County Clerk & Recorder

Approved: May 6, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR APRIL 2025		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	15.98	@ \$1.30	\$20.77
City of Sterling Clean-up	SFCC	384.54	@ \$1.30	\$499.90
City of Sterling Packers	SF	452.26	@ \$26.30	\$11,894.44
City of Sterling Dump Trucks	CL	78.56	@ \$26.30	\$2,066.13
General Public	A,CDBD,G,Y	16.43	@ \$26.30	\$432.11
Commerial (Packers & Roll Offs)	C	717.83	@ \$26.30	\$18,878.93
>5 Tons on Free Certificates	XTON	27.60	@ \$26.30	\$725.88
Indust. Waste>5 Tons on Free Cert.	IDXTON	20.63	@ \$39.30	\$810.76
Industrial Waste	All other ID	615.60	@ \$39.30	\$24,193.08
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	56.86	@ \$49.47	\$2,812.86
Industrial Waste Out of County	IDOC	2.53	@ \$75.47	\$190.94
Rural Free Certificates	NC	110.89	NC	
All County Vehicles	NCC	4.25	NC	
No Charge Tire Weight	NCTW	3.12	NC	
TOTAL TONS		2507.08		
\$15.00 MINIMUM DIFFERENTIAL				\$802.74
\$30.00 MINIMUM DIFFERENTIAL				-\$0.21
E-Waste Recycling		4 items		\$32.00
E-Waste Recycling	NCEW	3 items	NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM		NC	
R & B Illegally Disposed Tires & Matts	RBT		NC	
Car Tires (CHG)		185	@ \$5.00	\$925.00
Truck Tires (CHG)		38	@ \$8.00	\$304.00
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		4	@ \$5.00	\$20.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH		@ \$15.00	\$0.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles				
TOTAL OC & IDOC				\$3,003.59
TOTAL IN COUNTY				\$61,605.74
GRAND TOTAL				\$64,609.33

SIGNED BY:

DATE:

Pam Jerdig
May 1, 2025

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Apr-25	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	317.19	875.28	\$9,455.50
CHARGE	1273.10	2548.96	\$39,941.78
CITY OF STERLING	916.79	1864.9	\$15,212.05
TOTALS	2507.08	\$5,289.14	\$64,609.33

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	
SHIPPED OFF TOTALS	0.00

EWASTE TONS SHIPPED OFF:	
GEW	
RECYCLED EWASTE (LF)	
SHIPPED OFF EW TOTAL	0.00

SIGNED BY: *Pam Jendig*
DATE: *5/1/2025*



ADVERTISEMENT FOR BIDS

The Board of County Commissioners of Logan County will receive sealed bids on the purchase and installation of (2) pre-cast box culverts. Box culverts must meet ASTM C1577 standards.

(1) Vansway Drive in the Springdale Irrigation Canal. The estimate should include installing a bypass road and removal of existing culvert. Installing sheet piling on both ends and a new 45' long, 6' x 10' inside dimension pre-cast concrete box culvert with concrete wing walls installed on both ends. Logan County will supply backfill material.

(2) County Road 43.5 approximately ¼ mile north of County Road 36. The estimate should include removal of asphalt and existing culvert. Installing sheet piling on both ends and a new 45' long, 8' x 10' inside dimension precast concrete box culvert with concrete wing walls installed on both ends. Logan County will supply backfill material and road closure.

Please contact Mike Burri Logan County Road & Bridge Manager for details at 970-520-6370.

A performance and payment bond in an amount of at least 50% of the total contract price will be required.

The Board of County Commissioners will receive Bids until 5:00 pm on May 5, 2025, at the Logan County Commissioners Office, Logan County Courthouse, 315 Main Street, Sterling, CO. Bids received after this time will not be accepted. All interested parties are invited to attend. Bids will be opened and publicly read aloud at that time.

The Logan County Board of County Commissioners reserves the right to accept or reject any or all Bids, to waive any informalities in the Bids and to make an award in any manner, consistent with the law, deemed in the best interest of Logan County.

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 6th day of May, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and Peetz Communications 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):

Along CR 78 going west CR 63 to CR 79, Peetz

; and

WHEREAS, Applicant desires to install and construct a Fiber line, which will be located (Circle One) along bore under, or trench across CR 78 & 79, 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 consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- ☐ 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 Fiber Optic, described above, in the right of way of CR 78 & 79, 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 9/1/2025.
- ☐ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☐ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☐ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

- ☐ Applicant hereby releases the County from any liability for damages caused by said fiber optic installation, 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: _____

Land Owner #1

Name _____ Printed

Signature

Land Owner #2

Name _____ Printed

Signature

Individual Right-of-Way Permit Applicant:

Peetz Communications
Printed name

Casey Barrett, CEO
Signature

Address: 601 Main Street, Peetz, CO
80747

Application Fee Paid _____

Date _____

Email: Casey@peetzplace.com

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jerry A. Sonnenberg (Aye) (Nay)

RIGHT OF WAY INSPECTION FORM
Logan County Road and Bridge
12603 County Road 33
Sterling, CO 80751
970-522-3426

PERMIT
DATE _____

OWNER _____ ADDRESS _____

DESCRIPTION _____ OF _____ WORK _____

TO SCHEDULE AN INSPECTION, PLEASE CALL 970-522-3426 OR 970-520-6370

THE ISSUANCE OR GRANTING OF THIS PERMIT SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF ANY VIOLATION OF ANY OF THE PROVISIONS OF THE ORDINANCES OF LOGAN COUNTY. PERMITS PRESUMING TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ORDINANCES OF LOGAN COUNTY SHALL NOT BE VALID. THIS PERMIT SHALL EXPIRE IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.

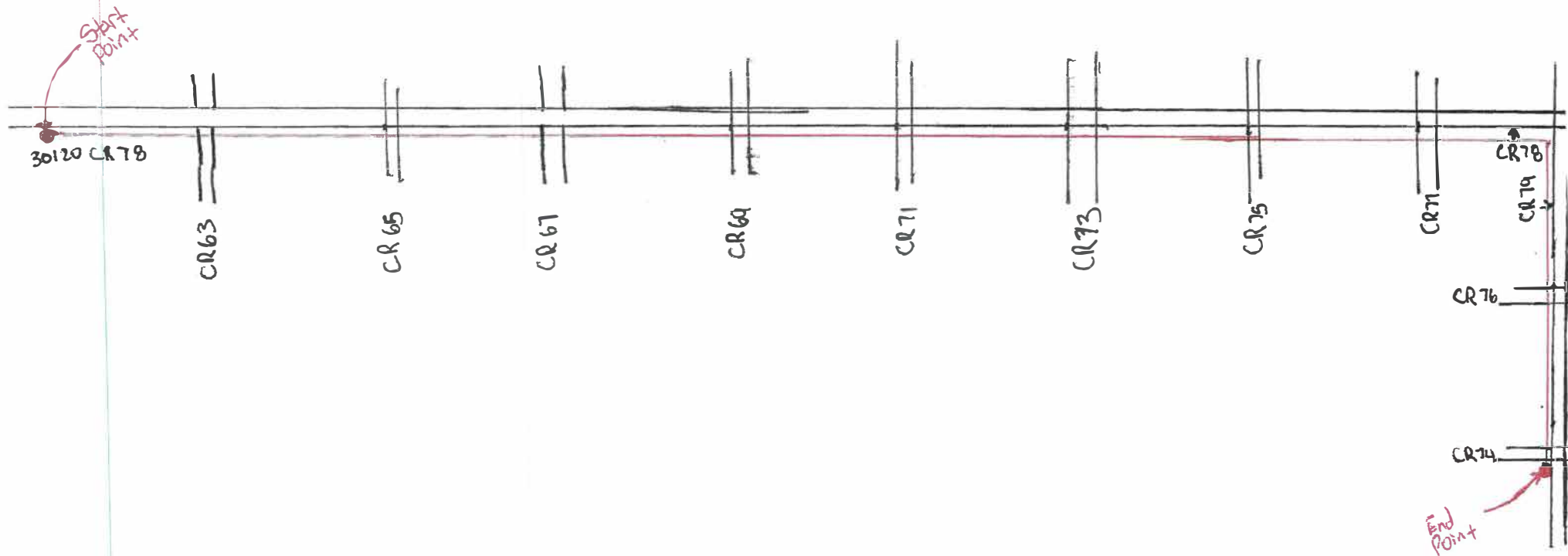
Logan _____ County _____ Inspector _____
Date _____

Work _____ Performed
By _____

Approved _____ NOT _____ Approved _____
Depth _____

Notes: _____

Peetz Communications
Right of Way
ROW2025-5 May 2025
County Road 78, Peetz



Notes

We will be direct burying Fiber optic cable from the address of 30120 CR 78 easterly along CR 78 till we reach CR 74.
We will then head south to CR 74. We will bore under every County Road along the way.

TALENT BUYER AGREEMENT

This Talent Buyer Agreement ("Agreement") is dated as of the April 15, 2025 by and between Lakefront Entertainment, LLC dba Fran Romeo Agency, a Tennessee limited liability company (the "Talent Buyer") and Logan County Fair (the "Purchaser"). Talent Buyer and Purchaser are each a "Party" and collectively the "Parties".

WHEREAS Purchaser seeks to procure talent of Jo Dee Messina and Clare Dunn ("Artist") for a live performance as follows (the "Event") at the venue below ("venue") to be held on Saturday, August 2, 2025 in Sterling, CO; Capacity approx 8,000 Day of Show Schedule Attached. In the event the list of Artists below includes more than one artist, then the definition of "Artist" in this Agreement shall mean all of these artists.

Clare Dunn- Saturday, August 2, 2025 / 8:00pm / 40 min (Appendix A) Jo
Dee Messina- Saturday, August 2, 2025 / 9:10pm / 75-90 min (Appendix B)

WHEREAS, Purchaser desires to retain the booking services of Talent Buyer for the purpose of booking the Artist and providing related production services if specified herein ("Services").

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

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

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

1.2. *Payment by Purchaser.*

1.2.1. *Payment Schedule.* Purchaser shall pay to Talent Buyer the non-refundable payments as follows:

- a) \$80,000 payment ("Fee") due by August 2, 2025, The Fee is all-inclusive to include the Artist guarantee, Artist expense buy-out (unless otherwise set forth in this Agreement) and the Talent Buyer fee.
- b) In addition to the Fee, Purchaser shall pay Talent Buyer the following Artist bonuses ("Bonuses") due to be received by Talent Buyer not later than the following business day after the Event:

75% GBOR over \$150,000- (\$70k approved house nut)

The Fee and Bonuses (collectively, the “Payment”) shall be payable in the form of a cashier’s or certified check, company check payable to Fran Romeo Agency, located at 201 Harbor Dr, Old Hickory, TN 37138, or per the bank wire transfer details set forth below.

Purchaser acknowledges that Talent Buyer is relying on the Payments being made by Purchaser in order for Talent Buyer to make payment to the Artist. Therefore, failure by Purchaser to make any Payment when due shall be deemed a material breach of this Agreement, and shall entitle Talent Buyer without the waiver of any rights and remedies to terminate this Agreement, cancel all Services, retain all prior Payments made as partial compensation, and Purchaser shall immediately remit the balance of the Payment. Purchaser acknowledges and agrees that the Payment is non-refundable. In the event the Artist’s performance is cancelled for any reason, there shall be no refund of the Payment unless otherwise specifically permitted in the agreement between Talent Buyer and the applicable Artist.

Beneficiary Bank Name:

US Bank
Hermitage Branch
Hermitage, TN, 37076

Beneficiary Customer

Lakefront Entertainment LLC / OBA Fran Romeo Agency
210 Harbor Dr.
Old Hickory, TN 37138

Routing Number: **064000059** Account Number: **151206095813** FED No. **27-2936947**

- d) In addition to the Payment, Purchaser shall provide and pay for mutually agreed upon lodging for Talent Booker’s working personnel as follows:

One (1) room for two (2) nights

1.3 Additional Clauses and Conditions. The following standard terms below apply to all Artists. Any variations will be notated in the Attached Appendix “A” and/or “B”.

- a) *Hospitality.* Purchaser shall provide (at its cost): (i) standard event catering for Artist and its crew; and (ii) reasonable hospitality for the Artist’s dressing room per advance to be approved by Purchaser. Purchaser does not provide beer and/or alcohol, tobacco, and/or any after show food, unless otherwise specifically agreed to by Purchaser. Purchaser does not provide bus stock, except that ice will be provided. There are no meal buy-outs, unless otherwise agreed to by Purchaser in writing.
- b) *Production and Artist Rider.* Purchaser agrees to provide (at its sole cost): first class sound system, lighting, staging, soundboard operator, stage management as appropriate for an event of its size and nature, including stagehands and all necessary labor. Any specific Artist requests must be mutually agreed upon during advance. Purchaser shall provide and pay for the Artist rider requirements as required by Talent Buyer in its performance agreement with the Artist.

c) *Transportation*. Purchaser to provide and pay for first class local ground transportation, for Artist use within twenty miles of the venue on day of show, per advance, and necessary runners for Artist.

d) *Sound Limits and Curfew*. These must be communicated by Purchaser to Talent Buyer prior to Talent Buyer submits an offer to the Artist.

e) *Comp Tickets*. 30 Artist comps max

f) *Cancellation*: Purchaser acknowledges and agrees that the risk of cancelation is on the Purchaser, and in the event the Artist's performance and/or the Event is cancelled for any reason (including, without limitation cancelled due to force majeure reasons beyond Purchaser and/or the Artist's control and/or inclement weather), Purchaser shall still be responsible for full payment of the Payment, except to the extent Artist is not entitled to payment pursuant to the performance agreement between Talent Buyer and the applicable Artist. It is encouraged that Purchaser secure cancellation insurance for these payment obligations.

g) *Pay or Play*. For the avoidance of any doubt, Purchaser does not have any unilateral cancellation privileges for this Event, and the full Payment shall be made to Talent Buyer notwithstanding any unilateral cancellation by Purchaser

h) *Recording/Streaming*. Except for in-venue image magnification on screens (IMAG) or for security purposes, there shall be absolutely NO audio and/or video recording, live broadcasts, webcasts, photography, and/or any other recording, broadcast and/or exploitation of Artist or Artist's performance. Any requests for the foregoing, as well as any media/press, shall be subject to the Artist's prior written approval and terms in all instances. However, it is acknowledged that Purchaser cannot control audience members from using non-professional hand-held devices such as mobile phones.

i) *Meet & Greets*. Artist is not required to perform any meet & greets. Purchaser is not permitted, in any manner, to sell (or sell access to) or otherwise arrange any meet & greets or autographs sessions in any manner (e.g. as a standalone charge, part of a ticket package, or otherwise) absent the Artist's separate, express, prior written approval. Purchaser is advised that Artist takes the unauthorized sale of meet and greet opportunities (or access thereto) and autographs very seriously and such shall be deemed a material breach of this Agreement.

j) *Ticket Scaling*. Ticket prices are as follows (there shall be no changes to the ticket prices, scaling, and/or capacity for this Event, including, without limitation, dynamic ticket pricing, without the Artist's express prior written approval):

Tier 1- 7700 @ \$37

Tier 2- 200 @ \$57

(j) *Facilities*: Purchaser agrees to furnish (at it sole cost), all that is necessary for the proper presentation of Artist's performance at the Event, including, without limitation: (i) first class staging, lighting, sound system, soundboard operator, equipment, materials,

stagehands, and labor; (ii) a suitable venue (the contracted venue hereunder may not be changed without the Artist's prior written approval) including safe and comfortable dressing rooms; (ii) taxes (excluding income or Non-resident Withholding Tax that may be applicable to the Artist); (iii) all necessary licenses and permits; (iv) adequate ticketing and advertising; (v) adequate security; and (vi) applicable performance rights licenses.

(k) *Security and Safety.* Purchaser shall be responsible for providing (at its sole cost) all adequate security necessary for an event of this nature, including, without limitation, respect to crowd control, medical, weather evacuation procedures, and security. Purchaser agrees that it shall be solely responsible for providing a safe environment for the Artist's performance and the Event, including, without limitation, with respect to staging, stage covering, grounding, electrical power, fencing, supervision and direction of the Event, and reasonable and adequate security and management of attendees, so that the Artist's performance, persons and equipment are reasonably free and secure from adverse weather and other reasonably foreseeable unfavorable conditions, situations, or events ("Adverse Conditions"). Neither Talent Buyer nor Artist shall have liability for damage or injury caused by such Adverse Conditions.

(l) *Advertising, Marketing and Merchandising.*

- a. *Advertising/Promotions.* Purchaser shall be responsible (at its sole cost) for all aspects of the advertising and marketing for the Event. Talent Buyer shall assist Purchaser in obtaining from the Artist the Artist materials to promote the Event, including but not limited to bios, photos, videos, and admats.
- b. *Announcements.* Purchaser shall not authorize or permit any announcements of Artist's participation in the Event until Talent Buyer has specifically approved same in writing.
- c. *Billing.* Artist's billing shall be as required in the agreement between Talent Buyer and the Artist, and Purchaser shall not deviate from such billing.
- d. *Promotional Materials.* Talent Buyer will request, but Artist shall not be 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's logo.
- e. *Artist NIL:* All uses of Artist's name, image, logo or likeness or other identifications ("Artist NIL") in any advertising and promotions, including, without limitation, digital media, artwork, marquee, invitations, etc. or in any other way must be approved in writing by Artist in advance. Artist shall have prior approval over the marketing materials with respect to the inclusion of Artist's NIL. Purchaser's right to use the Artist's NIL is limited to the advertising, promotion, marketing, and ticket sales for this Event, and Purchaser's rights hereunder to use the Artist NIL shall terminate upon the completion of the Event (or earlier if this Agreement is terminated earlier in accordance with its terms). Purchaser acknowledges that the compensation in this Agreement includes rights

by Purchaser to the Artist NIL, and such constitutes a value in consideration of the Payment.

(e) *Artist Merchandise*. Artist shall have the sole right to sell Artist-related merchandise. Purchaser shall provide Artist an area within which to sell Artist related merchandise. Best efforts will be made by Purchaser to place merchandise sales area in a public, secure, well-lighted area within the venue, with location of said merchandise sales area to be mutually agreed upon by the parties. Purchaser (or the Venue concessionaire) may retain **twenty percent (20%)**, less any tax, of Artist soft-goods merchandise items and similar merchandise items and **ten percent (10%)**, less any tax, of records, CDs, and similar merchandise items. Artist to retain 100% on sale of any books. **Upon Artist's request Purchaser to provide sellers for \$150.00 per seller.**

(f) *No Event Merchandise*. Purchaser acknowledges and agrees that the Artist NIL shall not be used on any Event merchandise. Any exception to this must be specifically set forth in this Agreement as a deal term.

(g) *Communication of Approvals*. To avoid any misunderstandings, in order for an Artist approval to be valid in accordance with this Agreement, such approval must be something specifically communicated by Talent Buyer to Purchaser in writing, and Purchaser shall not rely on any approvals conveyed by third parties on behalf of Artist, or by the Artist themselves (including, without limitation the Artist's management and road manager).

1.3. *Insurance*.

a) Purchaser shall have the sole responsibility for determining the amount of coverage and limits for its insurance that is reasonable and adequate for an event of this size and nature, which insurance shall be at least in the same coverage and limits that are required by the Artist of Talent Buyer in the agreement between Talent Buyer and the Artist. Said policy shall be the primary coverage in the event of any claims or actions that may arise as a result of the Event 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 Event. In any event, 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: (i) Three Million Dollars (\$3,000,000) per occurrence, Three Million Dollars (\$3,000,000) aggregate; (ii) workers compensation as required by law; (iii) automobile liability insurance as required by law for owned, hired and non-owned vehicles; (iv) if liquor is being served, liquor liability of not less than \$1,000,000 per event/\$2,000,000 aggregate; and (v) if any pyrotechnics, special effects, rides or stunts are used, then not less than \$10,000,000 per occurrence/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. All of the aforementioned policies shall include a waiver of subrogation in favor of Lakefront Entertainment, LLC d/b/a Fran Romeo Agency. Purchaser will provide a Certificate of Insurance (COI) evidencing required limit of coverage which shall include Lakefront Entertainment, LLC d/b/a Fran Romeo Agency, the Artist, and

each of their respective members, officers, directors, agencies and employees as additional insureds on all of the aforementioned policies on a primary non-contributory basis (except for workers' compensation). Failure by Talent Buyer to request or review such insurance certificates shall not affect Purchaser's obligations hereunder. Purchaser shall ensure that any third parties providing equipment or services on Purchaser's behalf shall have at least the amounts of insurance as required of Purchaser hereunder. The foregoing paragraphs within this section shall be subject to the requirements of the applicable state or federal law.

1.4 Indemnification.

- 1.4.1.1* Purchaser shall defend, indemnify, and hold harmless Talent Buyer, its officers, employees, licenses, and agents from any and all claims, suits, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and court costs), and liabilities by reason of any claim, demand, or action ("Claims") relating to any breach or 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; and/or Claims relating to property damage, death, or personal injury of whatsoever nature of kind arising out of, as a result of, on in connection with the Event including, without limitation, the operations of Purchaser and/or the acts or omissions of Purchaser the venue, and/or their respective officers, agents, employees, contractors, or representatives. However, such indemnification obligations shall not apply to the extent such Claims are caused by the negligent or intentional acts of Talent Buyer.
- 1.4.1.2* 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 shall reasonably cooperating with Purchaser at Purchaser's expense in Purchaser's defending such claim, suit, or loss.
- 1.4.1.3* Purchaser may not settle any claim, suit, loss, price, damage, expense, or liability against Talent Buyer without Talent Buyer's prior written approval, which approval Talent Buyer agrees not to unreasonably withhold or delay. Any such settlement by Purchaser with a third party must include and unconditional release for Talent Buyer's benefit of all claims, suits, losses, prices, damages, expenses, or liabilities of such third party against Talent Buyer. Talent Buyer shall have the right (but not the obligation), 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.
- 1.4.2 Material Breach.* 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 written notice in which to cure said breach (however, Purchaser acknowledges that any alleged breach by Purchaser must be cured in any event prior to the Artist's performance). Failure to cure such breach shall entitle the other Party to terminate this Agreement with the reservation of all rights and remedies.

1.5 Duties of Talent Buyer.

- 1.5.1 Contracting with Artist.* Talent Buyer has, or shall, book the services of Artist for the Event as set forth on the face page this Agreement (including Appendix “A” and/or “B”).
- 1.5.2 Authorization of Talent Buyer.* Purchaser appoints the Talent Buyer to be its agent for the purposes of securing the services of the Artist, including the continued engagement of the Artist for the performance described herein. Purchaser expressly agrees to be bound by the terms of the agreement between Talent Buyer and the Artist. For the avoidance of doubt, it is acknowledged that the Artist may be contracting with Talent Buyer using a loan-out company, such that all referenced in this Agreement to Artist shall also include such loan-out.
- 1.5.3 Role of Talent Buyer.* The Parties hereby acknowledge that Talent Buyer acts only as agent for Purchaser and assumes no liability hereunder for the acts or omissions of Purchaser and/or the Artist. In furtherance thereof, it is expressly understood and agreed that Talent Buyer is not responsible for the performance or nonperformance of the Artist and/or for the obligations assumed by Artist and/or Purchaser in connection with this Agreement and/or the Event.

2. MISCELLANEOUS

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

TALENT BUYER: Lakefront Entertainment, LLC dba Fran Romeo Agency
ATTN: Fran Romeo
201 Harbor Drive
Old Hickory, TN 37138

PURCHASER: Logan County Fair
ATTN: Lee Lippstrew
215 Main Street
Sterling, CO 80751

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

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

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

2.4 *Entire Agreement.* This Agreement (including the Appendix “A” and/or “B”), which is attached hereto and fully incorporated herein by reference) represents the entire agreement of the Parties and shall supersede any and all previous contracts, arrangements or under-standings between the Purchaser and Talent Buyer. The Agreement may be amended at any time by mutual written agreement of the Parties hereto.

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

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

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

Lakefront Entertainment, LLC
Dba Fran Romeo Agency

Logan County Fair

By: _____
Fran Romeo, President

By: _____

DAY OF SHOW SCHEDULES: MST

Saturday, August 2, 2025

7:00 PM: Doors

8:00 PM: Support – Clare Dunn (45-60 min.)

8:40 PM: Change over (30 min.)

9:10 PM: Jo Dee Messina; (75-90 min.); Confirmed - To Close

Appendix A

Clare Dunn, 8:00pm
40min set

Purchaser Agrees to provide:

- A safe and secure Stage/Show Area.
- On site catering.
- Vehicle Access to the performance Stage, for loading and unloading.
- Necessary passes and parking for entrance into fair.
- Ground transportation up to 20 miles of venue, day of show.
- Hotels/Lodging: 2 rooms for 1 night

Proclamation



WHEREAS, mental health is an essential part of overall well-being, impacting individuals, families, and communities across Colorado.

WHEREAS, one in five American adults experiences a mental health condition each year and everyone faces challenges in life that can impact their mental health;

WHEREAS, despite its prevalence, mental health remains shrouded in stigma, preventing many from seeking help;

WHEREAS, early intervention and access to quality care are crucial for managing mental health conditions and improving quality of life;

WHEREAS, May is recognized nationally as Mental Health Awareness Month, providing an opportunity to raise awareness, combat stigma, and promote mental health resources.

NOW, THEREFORE, The Logan County Commissioners do hereby proclaim May 2025 as Mental Health Month in Logan County.

We encourage all residents of Logan County to:

- Educate themselves and others about mental health conditions, treatment options, and available resources.
- Challenge stigma by speaking respectfully and inclusively about mental health.
- Seek help if they are struggling with their mental health and encourage others to do the same.
- Support organizations that provide mental health services and advocacy.
- Create safe and supportive environments for open conversations about mental health.

Together, we can create a community where everyone feels empowered to prioritize their mental well-being and seek help when needed.

IN WITNESS WHEREOF, we have hereunto set my hand and caused the seal of Logan County to be affixed this 6th day of May 2025.

Mike Brownell

James T. Yahn