



Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 17, 2024 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 3, 2024, meeting.

Acknowledgment of the receipt of the Clerk and Recorder's report for the month of August, 2024.

Acknowledgment of the receipt of the Treasurer's report for the month of August, 2024.

Acknowledgment of the receipt of the Landfill Supervisor's report for the month of August, 2024.

Appointment of Bonnie Brownell to the Board of Health representing Logan County.

Unfinished Business

The Board will award the bids for the purchase of Asphaltic Material and Petroleum Resin product for 2024 County Road Chip Seal Projects.

New Business

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

- Governor's Conference on Tourism 2024 in the amount of \$1,777.
- I80/I76 Travel Guide in the amount of \$1,990.

Consideration of the approval of an agreement between Logan County and RF Systems, LLC concerning maintenance of the Television Translator System in Logan County for a two-year period, beginning January 13, 2025 through the second Tuesday of January, 2027.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, October 1, 2024, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

September 3, 2024

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

Mike Brownell	Chairman
Joseph A. McBride	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Marilee Johnson	Logan County Information Officer
Jerry Casebolt	Logan County EMS
Rick Cullip	Logan County Buildings and Grounds
Darlene Harnly	Proclamation
Bob Morgan	
Diane Morgan	
Chris Schoemaker	
Richard Timian	
Jim Yahn	
Byron Pelton	Senator
Dave Lieber	
Jeff Rice	Journal Advocate

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

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 20, 2024, meeting.

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

Chairman Brownell continued with New Business:

The Board opened a public hearing to consider the approval of an application submitted by David Lieber on behalf of the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on September 21, 2024. Hearing no further comment, Chairman Brownell closed the public hearing.

- Dave Lieber addressed the board and explained what the event was and why the request.

Commissioner Sonnenberg moved to approve an application submitted by David Lieber on behalf of the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on September 21, 2024. Commissioner McBride seconded, and the motion carried 3-0.

The Board signed a proclamation designating the week of September 17 through September 23, 2024 as Constitution Week in Logan County.

- Darlene Harnly of DAR addressed the board.

The Board opened bids for the purchase of Asphaltic Material and Petroleum Resin product for 2024 County Road Chip Seal Projects.

- Vance Brothers in the amount of \$3.50 per gallon
- Kobitco Inc in the amount of \$3.29 per gallon

Commissioner Sonnenberg moved to accept the bids and refer them to Jeff Reeves, Logan County Road and Bridge, for recommendation back to the board. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 2024 through July 31, 2025. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Merino for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Fleming for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Crook for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a lease agreement with option to buy gravel aggregate material between Logan County and Harold Kues and Mary Lee Kues for a parcel of land in the Northwest Quarter (NW1/4), Section 10, Township 8 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve an agreement between Logan County and Gila LLC, d/b/a Municipal Services Bureau for online payment acceptance solutions, including credit/debit card and E checks. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve Resolution 2024-20 and an agreement authorizing assignment to the Colorado Housing and Finance Authority of the Logan County Private Activity Bond Allocation pursuant to the Colorado Private Activity Bond Ceiling Allocation Act. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Chairman Brownell opened a public meeting for Resolution 2024-21 and an application granting a Conditional Use Permit (CUP) #241 for the construction, maintenance and operation of a temporary portable concrete batch plant and a portable crusher operated by Castle Rock Construction Company of Colorado, LLC, in portions of

the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

- Richard Timian addressed the board and answered questions of the board and public.
- Diane Morgan, a resident across from proposed site expressed her concerns to the board.
- Bob Morgan addressed his concerns for noise and health to the board.

Chairman Brownell seeing no further comments, closed the public meeting.

Commissioner McBride moved to approve Resolution 2024-21 and an application granting a Conditional Use Permit (CUP) #241 for the construction, maintenance and operation of a temporary portable concrete batch plant and a portable crusher operated by Castle Rock Construction Company of Colorado, LLC, in portions of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado with the following conditions:

1. Applicants shall remain in full compliance with all applicable Colorado Revised Statutes with noise and silica dust control. If found applicant is out of compliance applicant must immediately undertake efforts to remediate the violation.
2. Upon conclusion of the project applicants shall undertake reclamation of the land and pursue reclamation to prompt conclusion.

Commissioner Sonnenberg seconded, and the motion carried as amended 3-0.

Commissioner McBride moved to approve Resolution 2024-22 and an application for Subdivision Exemption on behalf of Todd and Brittany Curlee to create 2.10 parcel from a 29.39-acre parcel in an Agricultural (AG) zone district in the Northeast Quarter of Southeast Quarter Section 5, Township 7 North, Range 52 West, of the 6th Principal Meridian, in Logan County, Colorado. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve an agreement between Logan County and PC Telecom and issuance of Right of Way Permit Number 2024-9 for use of the County Right of Way under County Road 14 for 1.25" conduit with fiber line. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve a temporary liquor license on behalf of Atwood Petroleum, Inc., 4513 Highway 63, Atwood, CO who has applied for a Transfer of Ownership License for the current license held by LMR Oil LLC for Sinclair #3. Commissioner McBride seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, September 17, 2024, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 10:15 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: September 17, 2024

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

Clerk Fees Collected 2024

August

<u>County Fees Retained</u>	<u>2023</u>	<u>2024</u>	
Recording Fees Retained	15,442.55	11,651.72	
Motor Vehicle Fees Retained	324,183.37	318,958.22	
Total \$	<u>339,625.92</u>	<u>\$ 330,609.94</u>	\$9,015.98
<u>Fees & Taxes Distributed</u>			
State of Colorado	293,319.90	263,393.45	
City of Sterling	27,303.08	44,324.10	
Town of Fleming	1,103.39	330.00	
Total \$	<u>321,726.37</u>	<u>\$ 308,047.55</u>	\$13,678.82
Fees Retained Year to Date		\$2,993,855.75	

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
AUGUST 2024**

COUNTY FUNDS	7/31/24 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	8/31/24 BALANCE
COUNTY GENERAL	\$ 10,776,377.62	\$ 19,520.88	\$ 35,104.19	\$ 301,592.25	\$ 46.38	\$ (1,234,976.30)	\$ (2,556.40)	\$ 9,895,108.62
ROAD & BRIDGE	\$ 5,248,463.77	\$ 10,242.82	\$ 19,557.85	\$ 567,316.28	\$ -	\$ (400,448.06)	\$ (6,511.37)	\$ 5,438,621.29
CONTINGENT	\$ 701,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,999.55
CAPITAL EXPENDITURES	\$ 1,264,330.04	\$ 4,548.31	\$ 8,692.24	\$ 37,085.75	\$ -	\$ (62,061.17)	\$ (90.97)	\$ 1,252,504.20
TELEVISION FUND	\$ 83,441.14	\$ 156.65	\$ 282.55	\$ -	\$ -	\$ (2,849.32)	\$ (3.13)	\$ 81,027.89
PEST CONTROL	\$ 281,743.04	\$ 655.46	\$ 794.93	\$ 2,826.57	\$ -	\$ (13,408.46)	\$ (13.10)	\$ 272,598.44
LODGING TAX	\$ 197,891.59	\$ -	\$ -	\$ 16,087.60	\$ -	\$ (5,238.47)	\$ -	\$ 208,740.72
SOLID WASTE	\$ 3,051,814.05	\$ 2,227.88	\$ 4,484.10	\$ 96,387.81	\$ -	\$ (57,334.77)	\$ (44.56)	\$ 3,097,534.51
SOLID WASTE CLOSURE	\$ 837,077.38	\$ -	\$ -	\$ 7,495.27	\$ -	\$ -	\$ -	\$ 844,572.65
CONSERVATION TRUST	\$ 278,802.31	\$ -	\$ -	\$ 131.14	\$ -	\$ -	\$ -	\$ 278,933.45
FAIR FUND	\$ 632,602.44	\$ -	\$ -	\$ 96,833.00	\$ -	\$ (357,522.93)	\$ -	\$ 371,912.51
CAPITAL IMPROVEMENT	\$ 3,164,543.32	\$ -	\$ -	\$ 217,954.47	\$ -	\$ (153,523.59)	\$ (4,331.98)	\$ 3,224,642.22
AMBULANCE FUND	\$ 153,278.32	\$ -	\$ -	\$ 59,074.79	\$ -	\$ (89,103.84)	\$ -	\$ 123,249.27
% TAX COLLECTED TO DATE								107.13%
TOTALS	\$ 26,672,364.57	\$ 37,352.00	\$ 68,915.86	\$ 1,402,784.93	\$ 46.38	\$ (2,376,466.91)	\$ (13,551.51)	\$ 25,791,445.32

STATE OF COLORADO)
 : ss.
 COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 173,108.93 for the month of AUGUST 2024 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of AUGUST 2024 is \$ 14,419.87 which includes fees for the County and all taxing authorities.

Patricia Bartlett
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 5th day of SEPTEMBER 2024, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2027

Virginia L Hoffmann
Notary Public

VIRGINIA L HOFFMANN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19914013081
MY COMMISSION EXPIRES SEPTEMBER, 19, 2027



LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR AUGUST 2024		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.30	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.30	\$0.00
City of Sterling Packers	SF	555.15	@ \$26.30	\$14,600.45
City of Sterling Dump Trucks	CL	173.64	@ \$26.30	\$4,566.73
General Public	A,CDBD,G,Y	45.12	@ \$26.30	\$1,186.66
Commerial (Packers & Roll Offs)	C	903.17	@ \$26.30	\$23,753.37
>5 Tons on Free Certificates	XTON		@ \$26.30	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	25.58	@ \$39.30	\$1,005.29
Industrial Waste	All other ID	780.68	@ \$39.30	\$30,680.72
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	69.41	@ \$49.47	\$3,433.71
Industrial Waste Out of County	IDOC	13.35	@ \$75.47	\$1,007.52
Rural Free Certificates	NC	112.69	NC	
All County Vehicles	NCC	51.99	NC	
No Charge Tire Weight	NCTW	5.27	NC	
TOTAL TONS		2736.05		
\$15.00 MINIMUM DIFFERENTIAL				\$1,281.17
\$30.00 MINIMUM DIFFERENTIAL				\$0.00
E-Waste Recycling		7 UNITS		\$44.00
E-Waste Recycling	NCEW		NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM	5.22	NC	
R & B Illegally Disposed Tires & Matts	RBT		NC	
Car Tires (CHG)		38	@ \$5.00	\$190.00
Truck Tires (CHG)		6	@ \$8.00	\$48.00
Tractor Tires (CHG)		40	@ \$12.00	\$480.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		7	@ \$5.00	\$35.00
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		925		
TOTAL OC & IDOC				\$4,441.24
TOTAL IN COUNTY				\$77,871.39
GRAND TOTAL				\$82,312.63

SIGNED BY: Kelly Perry
 DATE: 9/3/24

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Aug-24	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	467.04	1292.37	\$15,088.73
CHARGE	1540.22	3041.42	\$48,011.68
CITY OF STERLING	728.79	1457.58	\$19,212.22
TOTALS	2736.05	\$5,791.37	\$82,312.63

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	5.22
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	
SHIPPED OFF TOTALS	5.22

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

SIGNED BY: *Kelly Berry*
 DATE: *9/3/24*



2024 REQUEST FOR PROPOSALS

ASPHALTIC MATERIAL AND PETROLEUM RESIN

The Board of Logan County Commissioners is requesting proposals from qualified suppliers for asphalt materials for the County Road Chip Seal Project. Asphaltic material shall conform to Colorado Department of Transportation, A.S.T.M., and A.S.S.H.T.O. requirements. The estimated amount to be used on this project is 75,000 gallons. Product must be equivalent to CRS-2R. A copy of materials used in product design and the MSDS information must be included in bid. All bids to be F.O.B. Supplier's Yard.

Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., August 30, 2024. Proposals will be opened at 9:30 a.m. on Tuesday, September 3, 2024 at the Logan County Courthouse, 315 Main Street, Sterling, CO. The Board reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Bid Amount \$ 3.29 per/gal.

Date product available for delivery: August 31, 2024

Company Name: Cobitca Inc.

By: Steve Marshall

Address: 5301 N. Bannock Street

City/State/Zip: Denver CO 80216

Phone: 303-296-8575

E-mail: steve.marshall@cobitca.com



2024 REQUEST FOR PROPOSALS

ASPHALTIC MATERIAL AND PETROLEUM RESIN

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Bid Amount \$ 3.50 per/gal.

Date product available for delivery: Immediately

Company Name: Vance Brothers, Inc.

By: Drew Vance

Address: 380 W. 62nd Ave Denver, CO 80216

City/State/Zip: Denver/CO/80216

Phone: 303-341-2604

E-mail: DVANCE@VANCEBROTHERS.COM

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: 9/5/24

Event / Project: Governor's Conference on Tourism 2024

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Various

Mailing Address:

Date(s) of Activity: 2024 Tourism Conference in Crested Butte, Sept. 24-27, Marilee Johnson

Amount requested: \$1,777 for Conference fees, lodging, mileage, meals

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 1777⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell Argee Date: 9-9-2024

LCLTB Treasurer's Endorsement [Signature] Date: 9/9/24

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

Logan County Lodging Tax Board Funding Request Form

**** Please print and review all 3 pages and bring to the meeting ****

Date: 10/2/24

Event / Project: I80/I76 Travel Guide

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Community Publishers

Mailing Address: 706 Kennedy #8, Grand Island NE 68803

Date(s) of Activity: 2025 – Two-page spread inside back cover, 140+ distribution spots

Amount requested: \$1,990

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website www.exploresterling.com must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

Funds are not allocated up-front. They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 1990⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell Arce Date: 9-9-2024

LCLTB Treasurer's Endorsement [Signature] Date: 9/9/24

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

TELEVISION TRANSLATOR MAINTENANCE CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, _____, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LOGAN, STATE OF COLORADO, hereinafter collectively referred to as "First Party," and RF SYSTEMS, LLC, whose address is 323 W. 4th Avenue, Yuma, Colorado 80759, hereinafter called "Second Party."

WITNESSETH:

WHEREAS, First Party is the owner of two TV translator sites in the county of Logan, situated in the State of Colorado; and

WHEREAS, the TV translator sites require regular maintenance and repairs; and

WHEREAS, Second Party represents that it is qualified to repair and maintain each of the translator sites and is willing to do so upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the First Party and Second Party agree as follows:

1. That Second Party will, commencing and effective January 14, 2025, provide two years of translator system maintenance as outlined in paragraphs (4) through (7), with the contract term to end on the second Tuesday of January, 2027.

2. For its services, First Party agrees to pay Second Party the sum of \$1,814.00 per month, payable on the 10th day of the month following each month in which the Second Party provides the services contemplated by this agreement.

3. Second Party shall provide, at its own expense, a vehicle suitable for accomplishing the services specified in this contract, which vehicle will be based normally in Yuma, Colorado.

4. Description of Work.

A. It shall be the responsibility of Second Party to provide all labor and/or supervision for the maintenance of the entire translator system of First Party as such system now exists in Logan county, including but not limited to translators, UHF receiving equipment, telco and internet, lighting, heating, air conditioning, buildings and towers.

B. Second Party shall keep each site performing according to requirements established by the Federal Communications Commission (FCC) for the individual translator stations. It is understood that the FCC may from time to time make new regulations requiring modification of existing equipment or installation of new equipment. Second Party shall notify First Party and perform

or supervise any such changes.

- C. Second Party will also be responsible for maintaining the appearance and cleanliness of the sites, and if special work such as, but not limited to, painting, concrete work, iron work, mowing, and weed control is necessary, Second Party will be authorized to hire these special services, which will be paid by the First Party.
- D. If, upon routine inspection, Second Party discovers the need for special services such as building repairs, refrigeration work, electrical motor repair, tower work, carpentry work, duct work, FCC applications, public notices, etc., Second Party will arrange for these special services, which will be paid by the First Party, and will supervise the work to insure that the First Party's interests are maintained. Second Party may not charge an "Extra" for this supervision. For those special services which Second Party is qualified to perform, Second Party agrees to perform them at the same rate it would charge any other governmental body.
- E. As modifications to any of the equipment or buildings become necessary from time-to-time, either to update, improve or add services, the Second Party agrees to perform such modifications, if it is qualified, and the charges for this service will be paid by the First Party. If Second Party is not qualified, First Party will use special services and Second Party will be reimbursed for its supervision time spent. No such major expenditure modification will be performed without first consulting with and obtaining consent of the First Party, unless expenditure has already been approved for in the yearly budget. A major expenditure is defined in this instance as anything costing in excess of \$1,000.00 for any single site.
- F. Second Party will maintain an adequate inventory of all electronic parts and equipment that are anticipated to be replaced with frequency and will have available at all times the source from which other parts and equipment may be obtained and will immediately order and obtain any and all parts and equipment that are necessary to properly maintain and operate the TV translator system and minimize down time. Parts and equipment obtained by Second party will not be marked up beyond standard markup of 40% for parts obtained wholesale and 20% for parts obtained at retail. The expense of said inventory, shipping charges, and specialized ("factory") repairs or modifications requiring equipment or techniques not usually associated with field service will be borne by First Party. Second Party shall present in a timely fashion such inventory and repair invoices, properly identified, to First Party's designated representative for payment.
- G. Second Party will maintain site monitoring equipment, including tower light monitoring equipment, as required by law. First Party will provide telephone or internet service to these sites for this purpose at its expense.

5. Log Books. The Second Party will maintain proper maintenance and tower light logs.

6. Expected Level of Maintenance. The translator system will provide broadcast service with the same degree of reliability as required by the FCC for translator, and LPTV service. Which is defined by the FCC as a secondary service that must accept certain aspects of interference that may be caused by primary or class A broadcast stations.

It is recognized that certain factors affecting system down time are beyond the control of the Second Party. In general, these are limited to primary power failure, primary TV station off-the-air, microwave equipment failure, satellite equipment failure, internet service failure, atmospheric conditions affecting signal propagation and interference, and damage due to extreme weather conditions. For the maintenance to be considered satisfactory, the cause of any failure, once reported to the Second Party, must be isolated as soon as reasonably practicable. Corrective action will be taken promptly. If a significant delay in repair will be inevitable due to the need for repair requiring parts not on hand or for technical assistance from the equipment manufacturer or other such cause, a designated representative of First Party will be notified immediately.

In the event of a failure of a tower strobe or red beacon, Second Party shall immediately notify the Federal Aviation Agency. Second party is not expected to replace tower lights or do other work involving climbing towers, but shall locate a source of labor which can be called upon to do such work at First Party's expense.

7. Insurance. Second Party shall at its own cost furnish and maintain at all times during performance of this Contract the following insurance:

A. Comprehensive General Public Liability & Property Damage insurance coverage with limits no less than: Bodily Injury - \$1,000,000 each occurrence; Property Damage - \$1,000,000 each occurrence; \$ 1,000,000.00 aggregate.

B. Comprehensive Auto Liability and Property Damage Insurance with limits no less than: Bodily Injury - \$150,000 each person, \$600,000 each occurrence; Property Damage -\$600,000 each occurrence.

C. Worker's Compensation Insurance within the statutory required limits of liability.

8. First Party shall maintain comprehensive all risk insurance with a deductible no greater than \$1,000.00 on the equipment to be serviced by Second Party hereunder.

9. First Party is responsible for adequate maintenance and snow removal for the roads to each site in accordance with normal road maintenance.

10. In the event of the failure of the Second Party to perform its duties hereunder, First Party may employ a third party to perform said duties, withholding said amount from the payment due hereunder to Second Party and Second Party shall be liable for any sum in excess of the amount owing by First Party to Second Party hereunder.

11. Early Termination. Either Logan County, or the Second Party, may terminate this contract, with or without cause, upon sixty (60) days advance written notice to the other parties. In the event of early termination, Second Party shall only be entitled to payment for services performed up to the effective date of termination.

12. Compliance with Laws. The Second Party shall comply with all applicable Federal, State and local laws regulations regarding work, materials and the safety of persons or property . Second Party shall obtain and maintain during the period of this contract any licenses required to perform repairs and maintenance on the translator system.

13. Modification of Agreement. This Contract can only be modified by an agreement in writing, signed by the First Party and Second Party. No variations, alterations, deviations, deletions or extra work can be made unless both the First Party and Second Party specifically agree in writing.

14. Indemnification. To the fullest extent permitted by law, the Second Party shall indemnify and hold harmless the First Party and First Party's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services required hereunder, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Second Party or its subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

15. This contract shall be personal and limited to Second Party and may not be assigned to any other party without the prior written consent of First Party.

16. The other provisions of this agreement notwithstanding, financial obligations of Logan County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise being made available. Logan County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for services under this agreement and has reason to believe that sufficient funds will be available for the full term of this agreement. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this agreement is entered into, the First Party shall have the right to terminate this agreement by providing seven (7) days written notice to the Second Party, and will be released from any and all obligations hereunder. If the First Party terminates this agreement for this reason, (1) the First Party and Second Party shall be released from all obligations to provide services and make payments hereunder, except that the First Party shall be required to make payment for work which has been performed by the Second Party prior to the effective date of termination under this provision which is otherwise payable; and, conversely, the Second Party shall be required to complete any work for which the First Party has made payment prior to providing written notice to the Second Party of the termination; and (2) this contract shall cease to be of any further force and effect, with the exception of any rights or liabilities of the parties which may survive by virtue of this agreement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective the day and year first above written. This Contract may be executed in counterparts.

FIRST PARTY:

ATTEST:

THE BOARD OF COUNTY
COMMISSIONS OF LOGAN COUNTY,
COLORADO

Logan County Clerk

BY: Chairman

SECOND PARTY:
RF SYSTEMS, LLC

Edward Lake, Sole Member