



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 20, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 6, 2022 meeting.

Acknowledge the receipt of the Solid Waste Supervisor's Report for the month of August, 2022.

Acknowledge the receipt of the Sheriff's Fee Report for the month of August, 2022.

Acknowledge the receipt of the Treasurer's Report for the month of August, 2022.

Unfinished Business
New Business

The Board will open a hearing for the application of Advancing Modern Professionals for Tomorrow (AMPT) for a Malt, Vinous and Spirituous Special Events Liquor License for the premises described as 3429 Timber Lane, Merino, Colorado for October 1, 2022.

The Board will open proposals for materials and labor of construction of two sunshade covers and one concrete pad at the Logan County Shooting Sports Complex, 12515 Hwy 61, Sterling, Colorado.

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

- Half of Billboard Lease in the amount of \$3,600.
- I80/I76 Travel Guide in the amount of \$1,990.
- Colorado Life Advertising 2023 in the amount of \$5,742.

Consideration of the approval of an Employer Benefit Agreement between Logan County and Medical Transport Solutions Anywhere (MASA) for a payroll-deduct benefit to be offered to employees for out of pocket-expenses incurred as a result of an emergent transport situation.

Consideration of the approval of an agreement between Logan County and Sun Valley Rides, LLC for set up and operation of a complete carnival at the Logan County Fairgrounds during the 2023 Logan County Fair and Rodeo August 1 – August 6, 2023.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, October 18, 2022, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

September 6, 2022

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

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

Also present:

Alan Samber	Logan County Attorney - Absent
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Jerry Casebolt	Logan County Emergency Manager
Chance Wright	Logan County Buildings and Grounds
Maralee Johnson	Logan County Public Information Officer
Darlene Harnly	DAR Elbridge Gerry Chapter

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 30, 2022, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's monthly report and Certification of pay report for the month of August 2022.

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

Chairman Pelton continued with New Business:

The Board signed a Proclamation designating the week of September 17 through September 23 as Constitution Week in Logan County. Commissioner McBride moved to proclaim September 17 through September 23 as Constitution Week in Logan County. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve extending a March 20, 2018, Contract for Services between Logan County, Colorado Fair Board and Gila LLC, a Texas limited liability company d/b/a Municipal Services Bureau for online payment acceptance solution, including credit/debit card and E Check for an additional 2 (two) years and allow the Chairman to sign. 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 Crook for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022 and allow the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

Other Business

The next meeting will be scheduled for Tuesday, September 20, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:36 a.m.

Submitted by:


Logan County Clerk

Approved: September 20, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR AUGUST 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	580.60	@ \$23.17	\$13,452.50
City of Sterling Dump Trucks	CL	187.84	@ \$23.17	\$4,352.25
General Public		64.05	@ \$23.17	\$1,484.04
Commerial (Packers & Roll Offs)	C	929.80	@ \$23.17	\$21,543.47
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	4.35	@ \$36.17	\$157.34
Industrial Waste	All other ID	527.58	@ \$36.17	\$19,082.57
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	100.91	@ \$46.34	\$4,676.17
Industrial Waste Out of County	IDOC	20.09	@ \$72.34	\$1,453.31
Rural Free Certificates	NC	128.58	NC	
All County Vehicles	NCC	41.43	NC	
TOTAL TONS		2585.23		
\$10.00 MINIMUM DIFFERENTIAL				\$880.14
\$20.00 MINIMUM DIFFERENTIAL				\$7.22
E-Waste Recycling		20		\$128.00
E-Waste Recycling	NCEW	37	NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		4.42		
Car Tires (CHG)		136	@ \$5.00	\$680.00
Truck Tires (CHG)		11	@ \$8.00	\$88.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		4	@ \$12.00	\$48.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		71	NC	
Appliances (CHG)		11	@ \$5.00	\$55.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		943		
TOTAL OC & IDOC				\$6,136.70
TOTAL IN COUNTY				\$61,951.31
GRAND TOTAL				\$68,088.01

SIGNED BY:

DATE:

Matt Chrisp
9/1/22

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Aug-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	434.77	1281.2	\$11,340.36
CHARGE	1382.01	2737.08	\$38,789.05
CITY OF STERLING	768.44	1544.24	\$17,958.60
TOTAL	2585.22	\$5,562.52	\$68,088.01
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	4.42		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
GRAND TOTAL TNS	2589.64		

SIGNED BY: *Angyl Welch*
 DATE: 9/1/22

CIVIL PAYMENTS						
Aug-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/18/2022	920	51813	2022-421	\$ 71.00	\$ 18.00	\$ 93.00
8/23/2022	921	Cash	2022-432	\$ 35.00	\$ 15.00	\$ 20.00
9/1/2022	923	291517	2022-431	\$ 40.00	\$ 15.00	\$ 25.00
9/7/2022	924	305082	2022-473	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 118.00

Emailed to
Jennifer

09.08.2022

@ 9:35 AM (8)

CIVIL PAYMENTS CREDIT CARDS					
Aug-22					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/15/2022		2022-401	\$ 51.00		\$ 51.00
8/15/2022		2022-414/415	\$ 35.00		\$ 35.00
8/16/2022		2022-412/413	\$ 90.00		\$ 90.00
8/17/2022		2022-417	\$ 35.00		\$ 35.00
8/18/2022		2022-418	\$ 40.00		\$ 40.00
8/17/2022		2022-424/425	\$ 96.00		\$ 96.00
8/24/2022		2022-440	\$ 40.00		\$ 40.00
8/24/2022		2022-445	\$ 35.00		\$ 35.00
8/25/2022		2022-446	\$ 35.00		\$ 35.00
8/29/2022		2022-447	\$ 38.00		\$ 38.00
8/30/2022	922	2022-450	\$ 35.00	\$ 15.00	\$ 20.00
8/30/2022		2022-451/452	\$ 35.00		\$ 35.00
8/31/2022		2022-453/454	\$ 45.00		\$ 45.00
9/1/2022		2022-458/459	\$ 45.00		\$ 45.00
9/1/2022		2022-455	\$ 35.00		\$ 35.00
9/4/2022		2022-462	\$ 45.00		\$ 45.00
9/7/2022		2022-468	\$ 35.00		\$ 35.00
				Total Owed to County	\$ 755.00

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Aug-22					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/15/2022			\$ 12.00		\$ 12.00
8/16/2022			\$ 12.00		\$ 12.00
8/17/2022			\$ 12.00		\$ 12.00
9/1/2022			\$ 12.00		\$ 12.00
9/6/2022			\$ 12.00		\$ 12.00
				Total Owed to County	\$ 60.00

CHP CREDIT CARDS			
Aug-22			
Date		Amount	Amount Owed to County
8/16/2022		\$ 152.50	\$ 152.50
8/18/2022		\$ 63.00	\$ 63.00
8/18/2022		\$ 63.00	\$ 63.00
8/23/2022		\$ 63.00	\$ 63.00
8/26/2022		\$ 63.00	\$ 63.00
8/26/2022		\$ 63.00	\$ 63.00
9/2/2022		\$ 63.00	\$ 63.00
9/6/2022		\$ 152.50	\$ 152.50
			\$ 683.00

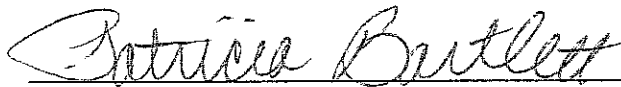
CIVIL CHECKS \$ 118.00
 CIVIL CREDIT CARDS \$ 755.00
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 60.00
 CHP CREDIT CARDS \$ 683.00
 TOTAL PAID TO GENERAL FUND \$ 1,616.00 Check#926
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 181.00

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
AUGUST 2022**

COUNTY FUNDS	7/31/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	8/31/22 BALANCE
COUNTY GENERAL	\$ 16,368,182.04	\$ 72,285.13	\$ 63,260.95	\$ 420,911.63	\$ -	\$ (1,030,050.57)	\$ (3,452.12)	\$ 15,891,137.06
ROAD & BRIDGE	\$ 7,999,677.69	\$ 9,566.92	\$ 9,767.01	\$ 569,153.47	\$ -	\$ (449,618.62)	\$ (6,681.03)	\$ 8,131,865.44
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,226,739.04	\$ 3,718.96	\$ 3,255.68	\$ 36,384.29	\$ -	\$ (43,931.67)	\$ (74.38)	\$ 1,226,091.92
JUSTICE CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TELEVISION FUND	\$ 164,684.06	\$ 558.00	\$ 488.43	\$ -	\$ -	\$ (6,075.67)	\$ (11.16)	\$ 159,643.66
PEST CONTROL	\$ 301,010.27	\$ 1,916.07	\$ 1,277.62	\$ 52,270.15	\$ -	\$ (15,540.09)	\$ (38.31)	\$ 340,895.71
LODGING TAX	\$ 133,673.70	\$ -	\$ -	\$ 16,359.39	\$ -	\$ (14,555.62)	\$ -	\$ 135,477.47
SOLID WASTE	\$ 1,884,146.28	\$ 5.00	\$ -	\$ 29,412.57	\$ -	\$ (57,626.75)	\$ (0.10)	\$ 1,855,937.00
SOLID WASTE CLOSURE	\$ 721,707.76	\$ -	\$ -	\$ 2,540.00	\$ -	\$ -	\$ -	\$ 724,247.76
CONSERVATION TRUST	\$ 388,064.34	\$ -	\$ -	\$ 31.88	\$ -	\$ -	\$ -	\$ 388,096.22
FAIR FUND	\$ 416,589.27	\$ -	\$ -	\$ 207,489.79	\$ -	\$ (216,064.38)	\$ -	\$ 408,014.68
CAPITAL IMPROVEMENT	\$ 5,400,379.94	\$ -	\$ -	\$ 298,512.51	\$ -	\$ (239,979.89)	\$ (4,012.85)	\$ 5,454,899.71
AMBULANCE FUND	\$ 154,825.15	\$ -	\$ -	\$ 66,669.69	\$ -	\$ (125,444.13)	\$ -	\$ 96,050.71
% TAX COLLECTED TO DATE								99.31%
TOTALS	\$ 35,831,679.09	\$ 88,050.08	\$ 78,049.69	\$ 1,699,735.37	\$ -	\$ (2,198,887.39)	\$ (14,269.95)	\$ 35,484,356.89

STATE OF COLORADO)
 : ss.
COUNTY OF LOGAN)

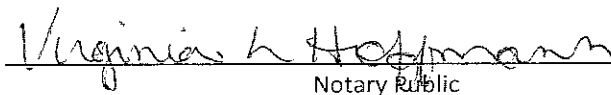
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$319,412.29 for the month of AUGUST 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of AUGUST 2022 is \$15,537.73 which includes fees for the County and all taxing authorities.

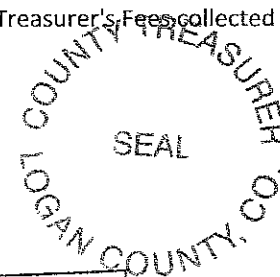
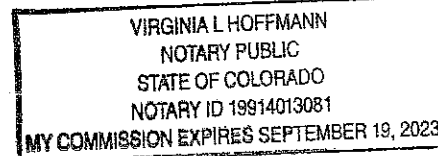


Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 7th day of SEPTEMBER 2022, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2023


Notary Public



Application for a Special Events Permit

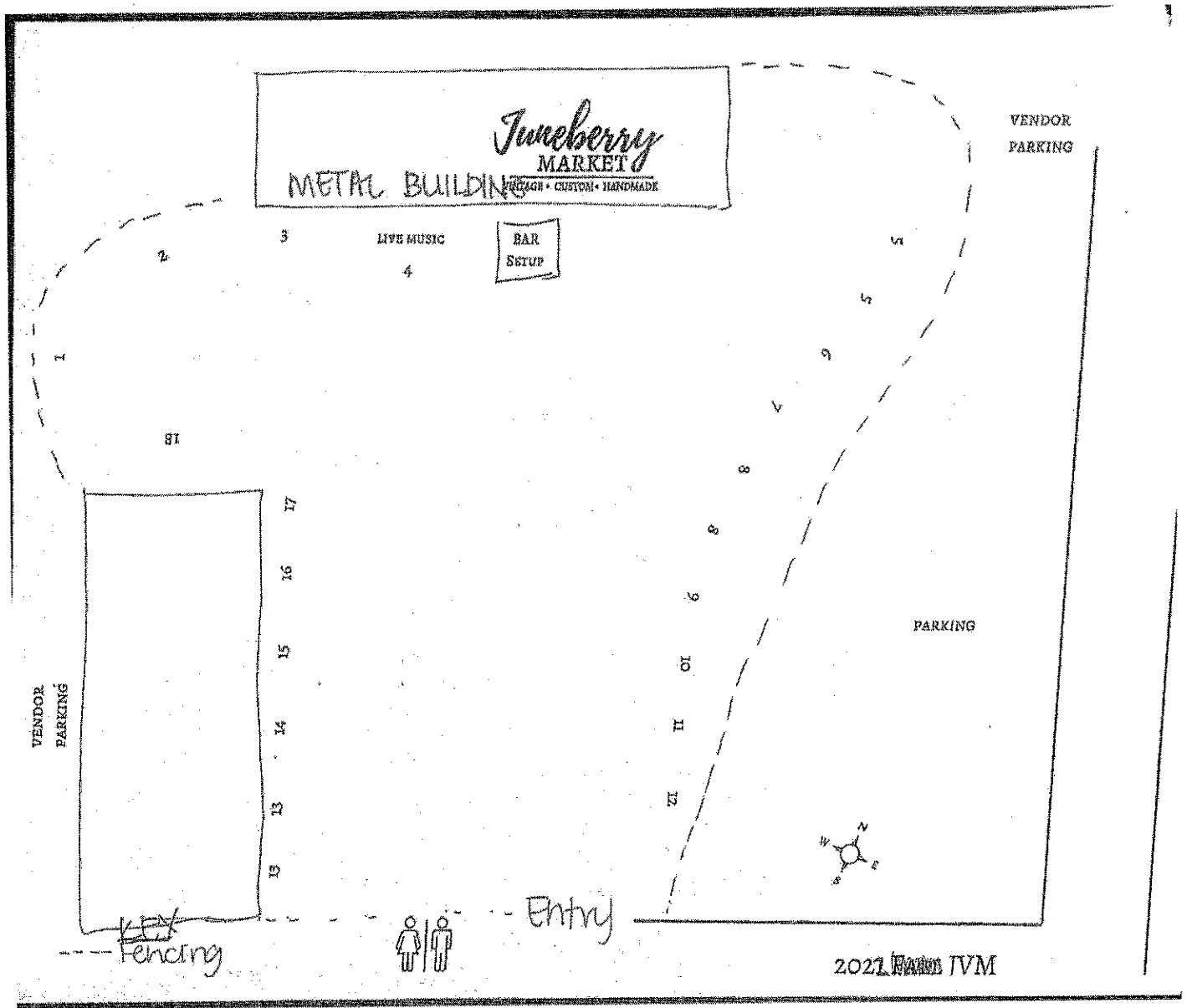
Departmental Use Only

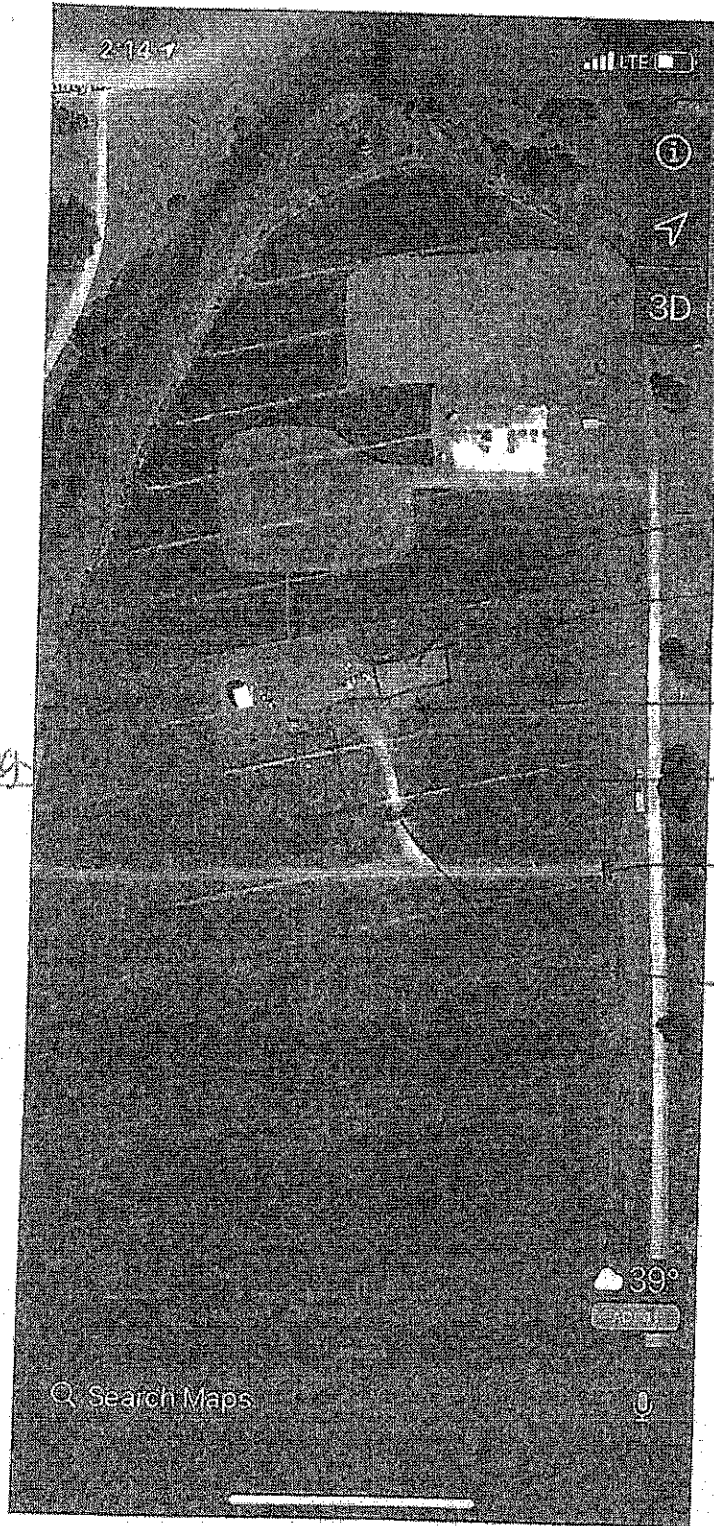
In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

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

LIAB Type of Special Event Applicant is Applying for:		DO NOT WRITE IN THIS SPACE	
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number	
2170 <input type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day		
1. Name of Applicant Organization or Political Candidate Advancing Modern Professionals for Tomorrow (AMPT)		State Sales Tax Number (Required) See attached application	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 121 South 4th Street Sterling, CO 80751		3. Address of Place to Have Special Event (include street, city/town and ZIP) 3429 Timber Lane Merino, CO 80741	
4. Authorized Representative of Qualifying Organization or Political Candidate Jordan Ocanas		Date of Birth 01/26/98	Phone Number 303-929-5786
Authorized Representative's Mailing Address (if different than address provided in Question 2.) 1005 N 7th Ave, Sterling, CO 80751			
5. Event Manager Rebecca Curtis - Juneberry Market		Date of Birth 05/11/87	Phone Number 970-467-7747
Event Manager Home Address (Street, City, State, ZIP) 3429 Timber Lane, Merino, CO 80741		Email Address of Event Manager juneberrymarket@outlook.com	
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____		7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____	
8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
List Below the Exact Date(s) for Which Application is Being Made for Permit			
Date 10/01/22 Hours From 9 a.m. To 4 p.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Oath of Applicant I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature <i>Jordan Ocanas</i>		Title President of AMPT	Date 08/30/22
Report and Approval of Local Licensing Authority (City or County) The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended. THEREFORE, THIS APPLICATION IS APPROVED.			
Local Licensing Authority (City or County)		<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature		Title	Date
DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)





Buildings

→ metal Building

→ Rope fencing

→ Bar Setup

→ parking

→ Entry for vehicles

→ walk In Entry

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Advancing Modern Professionals For Tomorrow, INC

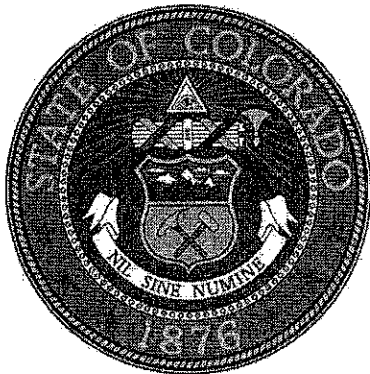
is a

Nonprofit Corporation

formed or registered on 04/08/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161253151 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/22/2022 that have been posted, and by documents delivered to this office electronically through 08/24/2022 @ 06:23:41 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/24/2022 @ 06:23:41 in accordance with applicable law. This certificate is assigned Confirmation Number 14260763 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



REQUEST FOR PROPOSAL

The Logan County Board of County Commissioners is accepting proposals from qualified contractors to provide materials and labor for construction of two (2) sunshade covers and one (1) concrete pad at the Logan County Shooting Sports Complex, 12515 Hwy 61, Sterling, Colorado 80751.

One (1) Sunshade cover 10' wide x 100' long x 10' high post frame structure, sheeted and wrapped with uni-rib steel sheeting, with 14' wide x 100' long concrete surface @ the 300 yd rifle range firing line.

One (1) Sunshade cover 10' wide x 100' long x 10' high post frame structure sheeted and wrapped with uni-rib steel sheeting. 14' wide x 100' long concrete surface is already in place @ the rim fire range.

As this project is funded with Federal monies, materials for shade structures need to be on site and billed to Logan County prior to January 6, 2023.

Both of these structures shall match the color, design and materials of the other structures at the facility.

For more information, contact the facility Supervisor Dave Appelkans @ (970) 580-2085 M-F 7 am-4pm.

Sealed proposals marked "Sunshade Proposal" must be submitted by 5 p.m., Monday, September 19, 2022 at the Logan County Commissioners Office, 315 Main Street, Sterling. Said proposals will be opened at approximately 9:30 a.m. Tuesday, September 20, 2022 at the Logan County Courthouse.

The Board of County Commissioners reserves the right to reject any proposal and to accept the proposal deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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: 9/9/2022 Event / Project: Billboard
Responsible Party: (Signature) Edwin Brown
Funds Payable to: (Organization) Logan County Chamber
Mailing Address: 109 N. Front St., Sterling CO 80751
Date(s) of Activity: n/a
Amount requested: \$3600 (1/2 of BILLBOARD LEASE)

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.**

LOGAN COUNTY LODGING TAX BOARD

FUNDING APPLICATION

1. EVENT / PROJECT: Billboard Advertisement

2. DATE(S) OF EVENT: _____

3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

lease of the billboard at Exit 125

4. WHERE WILL EVENT BE HELD? n/a

5. IS THIS EVENT ONE-TIME OR ANNUAL? n/a

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETING TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

n/a

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? n/a

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? n/a

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

Billboard advertisement of Logan County tourism and business

10. EVENT BUDGET (PLEASE ATTACH)

Elmer Brown

Signature

9 September 2022

Date

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?

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 other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE** copies of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

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

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

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 \$ 3600 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____

Date: 9/12/22

LCLTB Treasurer's Endorsement _____

Date: 9/12/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____

Date: _____

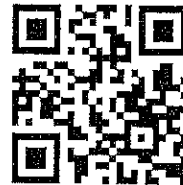
Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

REVISED May 2016

MILE HIGH

OUTDOOR ADVERTISING



CONTRACT FOR OUTDOOR ADVERTISING

2022-09-09 14:29:53 14844-2

CONTRACTED BY:			ON BEHALF OF ADVERTISER:		
CUSTOMER #	4958	Adver-4958	CUSTOMER #		
NAME	Logan County Chamber		NAME		
ADDRESS	109 N Front Street		ADDRESS		
CITY/STATE/ZIP	Sterling, CO 80751		CITY/STATE/ZIP		
CONTACT	Glenna Aurich		CONTACT		
EMAIL ADDRESS	glenna.aurich@logancounty-chamber.com		EMAIL ADDRESS		
PHONE #	970-322-5070		PHONE #		
P.O.#					
ADVERTSR	Logan County Chamber		ADVERTSR		

Qty	Product Description	Market	Illum	Size	Term in Months	Service Dates	Rate per Period	Total Rate
1	03-3111.1, W/L I-76, 9.50 mi N/O Sterling Exit, N/F, Regular	Sterling	Yes	10' x 30'	12	10/01/2022 - 09/30/2023	600.00	7,200.00
		Amount Per Period (Net)						\$600.00
		Total Ad Space						\$ 7,200.00
		Estimated Production (Contract) TOTAL						\$0.00
		Additional Production May be Ordered Upon Request.						
		Grand Total (Net)						\$ 7,200.00
Notes:								

Agency/Advertiser hereby contracts for the outdoor advertising services described above upon the terms set forth above AND ON PAGE 2 OF 2. This contract must be signed by both Agency or Advertiser and MHO to be effective. This contract is non-cancelable by agency/advertiser. Advertiser receives a first right of refusal to renew inventory contracted for (13) 4-week periods at rate provided by Mile High Outdoor. This first right expires 90 days prior to the contract expiration date.

Advertiser:	Agency:
Signature: _____	Signature: _____
Printed Name: _____ Date: _____	Printed Name: _____ Date: _____

Mile High Outdoor	Name: _____	Date: _____
Signature: _____		

FOR INTERNAL USE: (TC)



A/E Name / No.
John Lynch
Ph#: 720-448-3558

Selling Branch Address
Mile High Outdoor
9250 E. COSTILLA AVE.
Greenwood Village, CO 80112
Ph#: 303.783.4800 Fax#: 303.783.4801

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: 9/9/22

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: 2023 – 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: _____

Date: 9/12/22

LCLTB Treasurer's Endorsement: _____

Date: 9/12/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____

Date: _____

REVISED October 2021

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: 9/9/22

Event / Project: Colorado Life advertising 2023

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Colorado Life Magazine

Mailing Address: PO Box 430, Timnath CO 80547-0430

Date(s) of Activity: 2023 – 6 issues per year – ½ page ad highlighting timely events/attractions

Amount requested: \$5,742

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 \$ 5742.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____

Date: 9/12/22

LCLTB Treasurer's Endorsement _____

Date: 9/12/22

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____

Date: _____



EMPLOYER BENEFIT AGREEMENT - MEMBERSHIP
Employer Provided & Payroll Deduction

Employer/Organization Name Logan County		Contact's Name Diana Korbe	
Telephone 970-522-0880 Ext. 255	Fax 970-522-4018	E-Mail korbed@logancountyco.gov	
Physical Address 315 Main Street	City Sterling	State CO	Zip Code 80751
Mailing Address (if different) same as above	City	State	Zip Code
Brokerage Name	Producer's Name	MASA Representative's Name Lynn Arenson	
Invoicing Contact Name Michelle Hoff	Invoicing Email Hoffm@logancountyco.gov	Eligible Employee Count 200	

This Employer Benefit Agreement ("Agreement"), effective as of 1/1/23, ("Agreement Effective Date") which must be effective prior to the Membership Effective Date ("Membership Effective Date"), as defined below, in Section 4, by and among Logan County ("Employer"), as described above, a(n) County Government, and Medical Air Services Association, Inc., an Oklahoma corporation acting through its MASA Medical Transport Solutions division ("MASA") with its principal executive office at 1250 S. Pine Island Rd., Suite 500, Plantation, FL 33324. This Agreement supersedes and replaces any and all prior agreements, whether verbal or written, between Employer and MASA (individually, the "Party," collectively, the "Parties") and any of their affiliates concerning the subject matter set forth herein.

WHEREAS, MASA is in the business of providing single individual memberships and family memberships with certain benefits, including, but not limited to, covering a portion of the out of pocket-expenses incurred as a result of an emergent transport situation ("Services"); and

WHEREAS, MASA offers a "Platinum" and "Emergent Plus" membership (collectively, "Memberships") that entitle members ("Members") to certain services and benefits ("Benefits") and Employer desires to offer Memberships to its employees ("Employees") as part of general benefit offering.

NOW, THEREFORE, MASA and Employer agree as follows:

- Term and Termination. This Agreement shall have a term of one (1) year from Effective Date ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless written notice is given by one Party to the other Parties of its intention not to renew the Agreement at least sixty (60) days before the expiration of the then current Renewal Term. Upon the termination of this Agreement, for any reason, it shall be the Employer's obligation to notify Employees of such termination and the impact on their membership coverage.
- Membership Services Agreement ("MSA"). All Memberships resulting from this Agreement are subject to the terms and conditions of the MSA between MASA and Member Employees. Notwithstanding the terms and conditions of that MSA, those members purchasing the Platinum Membership under the monthly payment option via payroll deduction, "Worldwide Coverage" will be an included benefit without the full annual payment requirement of that respective MSA. All other Worldwide Coverage and Platinum Service Agreement Benefit requirements still apply.

3. Membership Fees & Rates.

Employer agrees that the following Memberships shall be offered to Employees:

Select One: ☒ Payroll Deduct ☐ Employer Paid

Check all that apply:

- ☒ Platinum Monthly \$39 ☒ Emergent Plus Monthly \$14
☐ Platinum Annual \$468 ☐ Emergent Plus Annual \$160

4. Member Enrollment. The Employer shall begin the initial enrollment process on _____, and shall end initial enrollment process on _____, ("Enrollment Period"). Following the Enrollment Period, enrollment may remain open for current and/or new Employees.

The Parties agree that the method for enrollment shall be as follows: (select one)

☒ Electronic Enrollment Platform

☐ Manual (Paper Form)

☒ MASA Online Enrollment Form

Name of Platform: Compass Portal

In the event that the enrollment will take place digitally via a benefit administration system (or similar digital platform) and the intent is for MASA to receive enrollment files via EDI (or similar type electronic files), it is the responsibility of Employer or their broker to ensure that an EDI connection is established for eligibility communication.

In the event the enrollment will not take place in a manner that MASA will receive an EDI file (or similar type of electronic files) on a regular basis, Employer will have the option to submit enrollment changes via MASA's group management portal or by roster submission. If Employer opts to submit enrollment changes by roster, MASA will provide Employer with a template file used to process enrollments ("Enrollment Roster") to assist Employer in the enrollment process. Employer should populate the Employment Roster and submit the same directly to B2BAdmin@masaglobal.com, or via Employer's broker.

Additionally, Employer agrees to ensure proper changes to the enrollment will be submitted timely, whether submitted through a benefit administration system, MASA's group management portal, or by Enrollment Roster. In no event will changes be made effective after Ninety (90) days from the requested effective date of the change. MASA will only reimburse for a correction made to an Employment Roster that is sent to MASA within the Ninety (90) day period from the effective date of the change.

If an Employer does not have an active member for more than a two-year period, MASA reserves the right to cancel this Agreement.

Employer agrees to review the Enrollment Roster of Employees who have indicated a desire to enroll in the Membership and to identify on such Enrollment Roster any Employees who are enrolled in a high-deductible health plan that is compatible with a health savings account under Internal Revenue Code section 223. Employer shall conduct such review both at the time of initial enrollment and before the start of each subsequent plan year of the high-deductible health plan.

Upon enrollment, MASA agrees to provide all new members an MSA, which provides an explanation of MASA benefits and services.

5. Membership Effective Date. Each Members' benefits become effective as of the Member's membership effective date ("Membership Effective Date"), which must be after the Agreement Effective Date, which is the date the employer agrees to offer MASA. The Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the end of the Enrollment Period, unless prior written approval has been received from MASA. Additionally, for a new Employee or current Employee who enrolls after the Enrollment Period, their Membership Effective Date shall be no earlier than the first day of the month following the thirtieth (30th) day after the enrollment of the new Employee is completed, unless prior written approval has been received from MASA.

For Employees that enroll as a Member during the initial Enrollment Period as defined in Section 3 above, the Membership Effective Date shall be the First day of January 2023.

6. Payments.

For payments above, Employer acknowledges and agrees that Employer's failure to make "full payment" and "timely payment" constitutes breach of this Agreement under Section 5. Any breach under this section by Employer shall grant MASA the right to terminate this agreement effective immediately. For the purposes of this Agreement, "timely payment" shall be defined as payment made within thirty (30) days from the date identified in any bill and/or invoice submitted to Employer by MASA. Failure to cure such a breach within fifteen (15) days after the conclusion of the initial thirty (30) day period from the date in any bill and/or invoice may result in the termination of this Agreement. Further, "full payment" shall be defined as all Membership Fees & Payment due and owed to MASA, as defined above, regardless of Employer's selection to remit payment via either Payroll Deduction or Employer Paid. Waiver of such termination rights shall not prevent future enforcement of the same.

- Employer desires MASA to (Employer – Please select one option):

- ☒ Invoice Employer directly
- ☒ Allow Employer to remit payments via self-bill process

- If Employer works with third-party administrator ("TPA") for payments, please provide TPA contact information for billing purposes:

Name: n/a

Email: _____

Phone Number _____

7. Membership Benefits and Requirements. The Parties acknowledge and agree that the Memberships offered by MASA were designed to protect members and their immediate families from the reasonable and customary out-of-pocket expense associated with emergency medical transportation following the primary insurer's reimbursement. Reasonable and customary expenses are determined on a case-by-case basis, considering a variety of factors, including, but not limited to, the primary insurer's determination of reasonable and customary expense and industry practice, based on national and regional norms, among other factors. The Parties acknowledge and agree that Memberships are not represented and/or marketed as a primary level of coverage but rather as a supplement to such coverage; nor is a Membership intended to replace or take the place of primary insurance coverage, and the Membership product should not be construed as insurance.

By offering and/or providing Memberships to Employees, Employer represents and warrants that Employer also offers health insurance policies and plan options that provide a level of coverage for emergency, ground and air transportation based on reimbursement schedules that are consistent with other levels of coverage within the same policies and plan options and that do not unreasonably cap or otherwise limit reimbursement for emergency ground and air transportation. Failure by Employer to provide and/or maintain such coverage for Employees may be grounds for immediate termination of this Agreement. MASA can only be sold to groups that offer primary insurance to their employees. The Employee, pursuant to the terms and conditions of the respective MSA, acknowledges and agrees that the Services provided are meant exclusively to supplement Employee's health and/or other insurance coverage(s). For that purpose, in the event that Employee fails to carry primary health insurance at time of claim, MASA shall be liable to Employee for no more than 20% of Employee's Out-of-Pocket Expenses, but in no event will MASA pay more than twenty-thousand dollars (\$20,000), per claim on an Emergent Plus . Waiver of such termination rights shall not prevent future enforcement of the same.

8. Tax Consequences. Employer (1) acknowledges that MASA shall not be liable for any tax consequences to the Employer or to a Member that may result from the offer and/or provision of the Memberships described in this Agreement to Employees, and (2) agrees to hold MASA harmless for any such consequences.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MEDICAL AIR SERVICES ASSOCIATION, INC.

("EMPLOYER")

Signature

Signature

Name: Executive, Medical Air Services Association, Inc.

Name: Executive, Employer

Date of Signature

Date of Signature

INTERNAL USE ONLY:

☐ Professional Services Review

AGREEMENT

This Agreement is entered into effective the ____ day of September, 2022, by and between SUN VALLEY RIDES, LLC, whose address is 7558 W. Thunderbird Rd., Suite 1-620, Peoria, AZ 85381, hereinafter referred to as “Amusement Contractor” and the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, whose address is Logan County Courthouse, 315 Main Street, Suite 2, Sterling, CO 80751, hereinafter referred to as “County”.

In consideration of the mutual promises, covenants, and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Commencing on Tuesday, August 1, 2023, through Sunday, August 6, 2023, (the “2023 Logan County Fair”) Amusement Contractor shall set up and operate, at its own expense, a complete carnival at the Logan County Fairgrounds, Sterling, CO.
2. Amusement Contractor will be required to show that all carnival rides, including any operated by subcontractors, have passed the Colorado State Safety Inspection. Such proof shall be provided to County no later than July 15, 2023, and the safety certification shall remain in effect at all times during which carnival rides are operated. All amusement rides and games shall be operated in accordance with all applicable laws and regulations, and in the event any ride or game is required to be shut down or otherwise rendered non-operational by an enforcement agency for safety, gambling, or other reason, said ride or game shall remain non-operational until the ride or game fully complies with the applicable law or regulation, but such act shall not excuse Amusement Contractor of its obligations under this Agreement.
3. County agrees to provide and make available, at no charge to Amusement Contractor, adequate space at the fairgrounds for the set up and operation of its games, rides, and concessions. The set-up of all rides will be on pads and not stakes. County shall also provide electrical and water service at the site for camper hookups only, at no charge. Any alterations to electrical hookups shall have prior approval of the County’s fairground personnel and be completed by a licensed electrician. County shall also advertise the Logan County Fair in the Sterling newspapers and local radio stations in advance of the fair and will include Amusement Contractor’s business logo in printed advertising where possible.
4. Amusement Contractor, at its expense, agrees to furnish all tickets, ticket booths, carnival personnel, games, rides, concessions, music, lighting, and all other equipment or utilities, including electricity, needed to operate its carnival. Amusement Contractor shall provide, at its own expense and in addition to the general county fair advertising to be provided by County in section 3, above, additional advertising in Logan County newspapers and radio stations in the form of newspaper ads and radio spots that specifically advertise the “Mega Pass” and “Discounted Day Pass” form of carnival ticketing. At the conclusion of the 2023 Logan County Fair and each ensuing county fair, Amusement Contractor agrees to clean up the premises and leave the premises in the same condition that existed at the time of set up and commencement of operation of its games, rides, and concessions. All garbage and refuse shall be deposited in such containers as provided by County for such purposes.

5. Amusement Contractor agrees to pay to County, in the form of a wire transfer, cash or certified funds, as more specifically set forth below, a deposit, minimum guarantee, and a percentage of its adjusted gross revenue from all carnival rides (“Adjusted Gross Revenue”) operated during the 2023 Logan County Fair and each ensuing Logan County Fair. For purposes of this Section 5, “Adjusted Gross Revenue” shall be defined as gross revenue received from individual carnival ride ticket, pre-sale daily arm band, on-site daily arm band, and Mega Band sales revenue, less any applicable State, County or City sales tax owed on such transactions by the Amusement Contractor.

- a. INITIAL DEPOSIT - On the date this Agreement is fully executed by both parties and on the date this Agreement renews for the next succeeding county fair, Amusement Contractor shall pay to County, by wire transfer or in certified funds, the sum of Five Thousand Dollars (\$5,000.00), which amount will be credited to the total amount owed by Amusement Contractor to County under this Agreement for each applicable county fair. For purposes of this paragraph 6, the date this Agreement is renewed shall be deemed to occur on the date the County provides the written notice of the dates for the successive county fair, as provided in paragraph 13. Such deposit shall be credited to, and shall not be in addition to, the total amount otherwise owed by Amusement Contractor to County pursuant to subparagraphs b. and c., below.
- b. INDIVIDUAL CARNIVAL RIDE/ON-SITE DAILY ARM BAND TICKETS – Amusement Contractor shall pay to County, in cash or certified funds, the following amounts for INDIVIDUAL CARNIVAL RIDE and ON-SITE DAILY ARM BAND ticket sales:
 - i. 15% of the first \$75,000.00 in Adjusted Gross Revenue realized; and
 - ii. 20% of the Adjusted Gross Revenue realized in amounts from \$75,001.00 to \$125,000.00; and
 - iii. 25% of the Adjusted Gross Revenue realized in amounts exceeding \$125,000.00.

In lieu of the foregoing, Amusement Contractor shall pay to County a minimum guarantee of Ten Thousand Dollars (\$10,000.00) in the event that Adjusted Gross Revenue from INDIVIDUAL CARNIVAL RIDE and ON-SITE DAILY ARM BAND ticket sales is less than Fifty-Two Thousand Dollars (\$52,000.00).

“On-Site Daily Arm Band ticket” is defined as a daily pass issued to one individual for an unlimited number of carnival rides on one calendar day, and which is purchased on-site at the Logan County Fairgrounds after 2:00 p.m. on Tuesday, August 1, 2023.

Individual ON-SITE DAILY ARM BAND tickets shall be sold for the price of \$35.00 each.

- c. PRE-SALE DAILY ARM BAND/MEGA BAND TICKETS – Amusement Contractor shall pay to County, in cash or certified funds, the following amounts for PRE-SALE DAILY ARM BAND and MEGA BAND tickets:

- i. 15% of the Adjusted Gross Revenue realized from all Pre-sale Daily Arm Band ticket sales; and
- ii. 15% of the Adjusted Gross Revenue realized from all Mega Band ticket sales.

“Pre-sale Daily Arm Band ticket” is defined as a daily pass issued to one individual for an unlimited number of carnival rides on one calendar day, and which is purchased BEFORE 6:00 p.m. on July 31, 2023.

“Mega Band ticket” is defined as a pass issued to one individual for an unlimited number of carnival rides for the duration of the 6 days of Carnival operation during the 2023 Logan County Fair, and which is purchased BEFORE 6:00 p.m. on July 31, 2023. Megan Band tickets will not be sold after 6:00 p.m. on July 31, 2023.

Individual PRE-SALE DAILY ARM BAND tickets shall be sold for the price of \$30.00 each.

Individual MEGA BAND tickets shall be sold for the price of \$100.00 each.

Amusement Contractor will staff the two ticket booths and affix the Mega Band and Daily Arm Bands to carnival patrons. The County will take care of any issues that may arise from lost, stolen or prematurely removed arm band complaints.

County will ensure that sheriff deputies are easily available and provide contact information to enable readily available communication.

At the close of business each day the Carnival is in operation, Amusement Contractor shall provide to County a full and accurate accounting which itemizes and details the Carnival gross revenues from all sources realized that day, such accounting to be provided no later than one hour after the closing of the Carnival ticket booths.

- Carnival Operating hours will be:
 - Tuesday 5pm – 11:00pm
 - Wednesday 5pm – 11:00pm
 - Thursday 5pm – 11:00pm
 - Friday 5pm – 11:45pm
 - Saturday Noon – 11:45pm
 - Sunday 1pm – 10pm
 - Amusement Contractor will maintain a work call for its staff members one hour prior to opening and, if it is busy and warranted, will open the carnival at that time.

No carnival equipment may be removed from the Logan County Fairgrounds until County has been paid in full. Amusement Contractor agrees to allow a representative of County to examine Amusement Contractor’s books, records, tickets, and ticket sales for each day of operation.

6. In the event Amusement Contractor fails to pay any amounts owed under this Agreement, Amusement Contractor agrees to pay interest on the same at the rate of 18% per annum until paid and to pay all reasonable attorney's fees incurred by County in collecting such sums.

7. Amusement Contractor agrees to obtain and maintain in full force and effect for the entire period that it is setting up, operating or dismantling the amusement rides, games, and concessions, commercial general liability insurance in a sum of not less than one million (\$1,000,000) dollars issued by an insurance company duly licensed to do business in the state of Colorado and with an "A.M. Best" rating of not less than A-VII. Said insurance policy shall name "County of Logan, State of Colorado, a body corporate and politic" as an additional insured. Amusement Contractor shall deliver to the County an endorsement from the insurance company showing that such insurance is currently in effect and that County is covered by the same, no later than July 20, 2023 and July 20 in any ensuing year this agreement remains in effect. Such endorsement shall also contain a provision that coverage shall remain in full force and effect and may not be cancelled, rescinded or voided unless at least 30 days prior written notice of the lapse of such coverage is provided to the County. Amusement Contractor shall also deliver to County proof of payment of the insurance premium. In the event Amusement Contractor hires any subcontractors to operate any rides, games or concessions, Amusement Contractor shall be responsible for providing evidence of subcontractor's commercial general liability insurance in a sum of not less than one million (\$1,000,000) dollars, which insurance shall also name "County of Logan, State of Colorado, a body corporate and politic" as an additional insured. Evidence of a subcontractor's liability insurance and payment of premium shall be provided at the times specified in this paragraph for Amusement Contractor's provision of same.

8. Amusement Contractor agrees to save, indemnify, and hold harmless County from any claim or demand whatsoever, for any and all personal injuries or property damage arising out of or caused by the operation of any game, ride, or concession, including any game, ride or concession operated by any subcontractor hired by Amusement Contractor.

9. County agrees that it will not employ or enter into any contracts for any other carnival to operate during the 2023 Logan County Fair or, if this agreement renews as provided herein, during any applicable succeeding county fair.

10. Amusement Contractor agrees to have all equipment, games, rides, concessions and personnel in place and operating for the 2023 Logan County Fair commencing on TUESDAY, August 1, 2023, at 5:00 p.m. Amusement Contractor further agrees that it will not remove any equipment, games, rides, or concessions, and will continue operating same, until the fair ends at 10:00 p.m. on SUNDAY, August 6, 2023. Carnival operation in ensuing county fairs will occur similarly, beginning on Tuesday and ending on Sunday. Amusement Contractor further agrees that its amusement rides will include a minimum of 18 amusement rides, 8 to 10 game concessions and 2 to 3 food concession trailers. County acknowledges that if supply chain problems and parts unavailability prevent Amusement Contractor from operating rides safely, the minimum number might be impacted.

11. This Agreement shall be binding on the parties hereto, their heirs, successors and personal representatives. Assignment of the obligations of Amusement Contractor is prohibited without the prior written consent of County, which consent may be withheld at the sole discretion of County.

12. No amendment of this Agreement is valid unless in writing and signed by both parties. In the event of any dispute, this Agreement shall be construed in accordance with the laws of the State of Colorado, and if such dispute cannot be resolved between the parties, the same shall be submitted to the Logan County District Court for resolution. Amusement Contractor hereby consents to the jurisdiction of such court.

13. Provided that Amusement Contractor fully complies with all material obligations under this Agreement for the 2023 Logan County Fair, this Agreement shall automatically renew with identical terms and conditions for the 2024 Logan County Fair and 2025 Logan County Fair. Written notice setting forth the dates for the 2024 Logan County Fair and 2025 Logan County Fair, and the associated dates and times for operation of the carnival, shall be provided by County to Amusement Contractor within a reasonable amount of time after dates for the ensuing county fair are determined but in no event later than November 15 of the prior year. The parties acknowledge and mutually agree that the Amusement Contractor shall have all equipment, games, rides, concessions and personnel in place and operating from 5:00 p.m. on TUESDAY until 10:00 p.m. on SUNDAY, during the 2024 and 2025 Logan County Fairs, if this agreement renews as provided above. As required by law, the County's obligation to perform this Agreement as to the county fairs occurring in 2024 and 2025 is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further liability or obligation of either party.

14. This contract represents the entire agreement of the parties hereto and incorporates all prior agreements. No modification shall be binding on either of the parties hereto unless in writing and executed by both parties.

15. No waiver of any provision of this Agreement, or default under this Agreement, will be considered valid unless in writing. No such waiver will be deemed a waiver of any subsequent default of the same or similar nature.

16. Without additional consideration, each party agrees to sign, acknowledge and deliver any further instruments and documents as may be reasonably necessary or desirable to carry out the specific terms and the intent of this Agreement.

17. If any provision of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect.

18. Amusement Contractor agrees to provide at its own expense the on-site services of a mutually acceptable representative of Amusement Contractor for management and supervision of all carnival operations during the 2023 Logan County Fair and each ensuing county fair.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

AMUSEMENT CONTRACTOR:
SUN VALLEY RIDES, LLC

By:_____

Byron H. Pelton, Chairman

Name: Steve Mattfeldt

Joseph A. McBride

Title: Member-President

Jane E. Bauder

ATTEST:

County Clerk & Recorder

(Seal)