Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, March 10, 2015 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Consent Agenda

Approval of the Minutes of the February 24, 2015 meeting.

Approval of the Minutes of the March 3, 2015 meeting.

Consideration of the re-appointment of a Logan County representative to the Northeast Colorado Board of Health.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of February.

Acknowledge the receipt of the Treasurer's Report for the month of February.

Unfinished Business
New Business

The Board will open proposals for the Logan County Exhibit Center Concessions contract.

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

°Rack Card Distribution - $5,500.
°NADS In-Room Guest Directory - $250.
°Tourist Information Center Salary - $30,000.
°Taste of Summer/Country Showdown - $2,000.
°High Plains Music Fest - $2,000.
°High Plains Outdoor Show, Tractor Pull & Draft Horse Show - $4,500.

Consideration of the approval of the following bids for services at the Logan County Fair:

°Bull Riding Production.
°Ticket Taker/Usher Service.
°Gate Keepers.
°Trash Disposal Service.
°Port-A-Potties.

°Demolition Derby Production.
°Parking lot Sweeping.
°Superintendent's BBQ.

Consideration of the approval of an Agreement to Terminate the Intergovernmental Agreement for Emergency Management Office and Coordinator between Logan County and the City of Sterling and the E-911 Authority Board.

Consideration of the approval of a Product and Services Agreement between Logan County and New Cloud Networks for PRI T-1 telephone service for the Logan County Courthouse.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, March 17, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

February 24, 2015

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

Rocky L. Samber	Chairman
Dave Donaldson	Commissioner - Absent
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Marie Granillo	Logan County Clerk Deputy
Matt Chrisp	Logan County Landfill
Trae Miller	Logan County Economical Development
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

The Board continued with the Consent Agenda items:

- The approval of the Minutes of the February 17, 2015 business meeting.
- Consideration of the approval of the Semi-annual Report of the Logan County Treasurer for the period July 1, 2014 through December 31, 2014.
- Consideration of the approval of an application for renewal of a 3.2% Beer License on behalf of F & H Parks and Recreation District for the golf course property at 43355 CR 30, Fleming, Colorado.
- Consideration of the approval of an application for renewal of a 3.2% Beer License on behalf of Kuskies Oil and Café.

Commissioner Meisner moved to approve the Consent Agenda of the February 24th, 2015 board meeting. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber continued with Unfinished Business.
Commissioner Meisner moved to take off the table the award of the proposal for the purchase of the Trash Compactor for the Landfill Department. Chairman Samber seconded and the motion carried 2-0.

Commissioner Meisner moved to award the bid on the trash compactor, Caterpillar 816 F-2 Landfill trash compactor to Caterpillar Company in the amount of $414,000.00. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber continued with New Business:
The Board will open bids for the designing and construction of a new scale house building at the

Logan County Landfill.

- Curt Miller Construction Company, LLC. - $152,500.00

Commissioner Meisner moved to accept the bid as presented and refer to Landfill for their review and recommendation. Chairman Samber seconded and motion carried 2-0.

Commissioner Meisner moved to approve a Technical Service Support Agreement between Logan County and Physio Control for inspections and maintenance on Lifepack 12 and Lifepack 15 units on behalf of Logan County Ambulance. Chairman Samber seconded and the motion carried 2-0.

Commissioner Meisner moved for the consideration of the adoption of the 2015 Annual Operating Plan pursuant to the Agreement for Cooperative Wildfire Protection in Logan County and authorizes the chairman to sign. Chairman Samber seconded and motion carried 2-0.

Commissioner Meisner moved for the approval of a Managed Services Agreement between Logan County and Platinum Technology for Information Technology Services and authorize the chairman to sign. Chairman Samber seconded and motion carried 2-0.

Commissioner Meisner move to table for one week the approval of a Member Services Agreement between Logan County and Vendini to include ticketing, event and patron management services and website development on behalf of the Logan County Fair. Chairman Samber seconded and motion carried 2-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting of the Logan County Board of County Commissioner's is scheduled for Tuesday, March 3, 2015 at 9:00 a.m., here at the Commissioner's Hearing Room at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:15 a.m.

Submitted by: Marie T. Granillo

Logan County Clerk & Recorder (Deputy)

Approved: March 3, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

March 3, 2015

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

Rocky L. Samber	Chairman
Dave Donaldson	Commissioner
Gene A. Meisner	Commissioner - Absent
Alan Samber	Logan County Attorney
Pam Bacon	Logan County Clerk and Recorder
Marie Granillo	Logan County Clerk Deputy
Rob Quint	Logan County Planning and Zoning
Cory Felzein	Logan County Landfill
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

The Board continued with the Consent Agenda items:

- The approval of the Minutes of the February 24, 2015 business meeting.

Commissioner Donaldson made a motion to postpone definitely to March 10, the minutes of the February 24, business meeting until Commissioner Meisner returns. Chairman Samber seconded and the motion carried 2-0.

Chairman Samber continued with Unfinished Business.
Commissioner Donaldson made a motion to approve a Member Services Agreement between Logan County and Vendini to include ticketing, event and patron management services and website development on behalf of the Logan County Fair and authorize a chairman to sign. Chairman Smaber seconded and the motion carried 2-0.

Commissioner Donaldson made a motion to award the bid proposal to Curt Miller Construction Company, LLC in the amount of $152,500.00 for the design and construction of a new scale house building at the Logan County Landfill subject to a formal contract. Chairman Smaber seconded and the motion carried 2-0.

Chairman Samber continued with New Business:
Commissioner Donaldson made a motion to approve an agreement between Logan County and TSM Farm for the use of the County Right of Way under CR 50 and CR 47 for an irrigation electric line. Chairman Samber seconded and the motion carried 2-0.

Commissioner Donaldson made a motion to approve a Government Obligation Contract between

Logan County and Kansas State Bank for financing the purchase of three (3) 2015 fully equipped patrol vehicles for the Logan County Sheriff's Office and authorizes a chairman to sign the contract in the associated exhibits. Chairman Samber seconded and motion carried 2-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting of the Logan County Board of County Commissioner's is scheduled for Tuesday, March 10, 2015 at 9:00 a.m., here at the Commissioner's Hearing Room at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:10 a.m.

Submitted by: Marie T. Gonzales
Logan County Clerk & Recorder (Deputy)

Approved: March 10, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

Logan County
Advisory Board Application

RECEIVED
MAR 02 2015

Name: Nancy Zwirn

Mailing Address: 18421 Shawnee Pl

City/State/Zip: Sterling, Co, 80751

Telephone: 970-522-0210

E-Mail Address: n_zwirn@bresnan.net

Occupation: RN, Case Manager

I am interested in serving on the:

____ Board of Adjustment

____ E911 Authority Board

____ Emergency Medical Services Council

____ Fair Board

____ Lodging Tax Board

____ Pest Control District Advisory Board

____ Planning Commission

____ Other: _____

My qualifications are:

~~I am currently an RN Case manager at Sterling Regional MedCenter. I have worked in the medical field for 38 years. I~~ graduated from NJC and MCC .

I am interested in serving because:

I have learned a lot these last 4 years, and want to continue to serve

Nancy Zwirn, 02/28/201

Signature Date

Return Completed Application to: Logan County Commissioners, 315 Main Street, Sterling, CO 80751 or commissioners@logancountyco.gov

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751
(970)522-8657 Fax---(970)522-1995

FOR FEBRUARY 2015		TONS	PRICE	CHARGES
City of Sterling (Packers)CHG	SF	303.6	@ $1.07	$324.85
City of Sterling (Dump Trucks)CHG	CL	301.03	@ $20.00	$6,020.60
City of Sterling Cleanup CHG	SFCC		@ $1.07	$0.00
Commercial (Packers & Roll Offs)	C	883.98	@ $21.00	$18,563.58
Out of County	OC	2.26	@ $42.00	$94.92
General Public		232.83	@ $21.00	$4,889.43
Area Town Clean-ups	CPC		@ $1.00	$0.00
Commercial Flood Debris	CFD		@ $21.00	$0.00
Residential Flood Debris	RFD		@ $21.00	$0.00
Petroleum Contaminated Soil	PCS	4914.81	@ $22.00	$108,125.82
Rural Free Certificate Days	NC		NC	
TOTAL TONS		**6638.51**		
$10.00 MINIMUM DIFFERENTIAL				**$438.42**
E-Waste Recycling		27 ITEMS		$164.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)			lb $0.08	$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		79	@ $5.00	$395.00
Truck Tires (CHG)		10	@ $8.00	$80.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		3	@ $12.00	$36.00
Earth Moving Tires (CHG)			@ $20.00	$0.00
Tractor/Earth Moving Tires (NC)			NC	
R&B Illegally Disposed Tires & Matts	RBT	6 TIRES	NC	
Mattresses/Box Spring (CHG)		106	@ $3.00	$318.00
Mattresses/Box Spring (NC)			NC	
Appliances (CHG)		4	@ $5.00	$20.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@	$0.00
Unsecured/Unauthorized Loads (CHG)			@ $10.00	$0.00
CASH				**$3,025.28**
CHARGE				**$136,445.34**
TOTAL				**$139,470.62**
GALLONS OF OIL RECEIVED		22 gallons		
TOTAL # OF VEHICLES		756		

Amy Luensen
3/3/2015

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

FEBRUARY	TONS	CPC (CLOSURE)
CASH	113.56	176.18
CHARGE	5920.32	5940.99
CITY OF STERLING	604.63	NA
TOTAL	6638.51	$6,117.17
E-WASTE	0	NA
GEW		NA
RECYCLED METAL		NA
RECYCLED TIRES		NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	6638.51	

Amy Swenson
3/3/2015

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
FEBRUARY 2015

COUNTY FUNDS	1/31/15 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	2/28/15 BALANCE2
010 COUNTY GENERAL	$ 4,669,653.37	$ 1,651,640.33	$ 73,437.28	$ 154,498.84	$ -	$ (859,430.69)	$ (34,730.45)	$ 5,655,068.68
020 ROAD & BRIDGE	$ 2,521,559.48	$ 108,845.68	$ 5,813.73	$ 380,776.14	$ -	$ (236,240.00)	$ (6,643.40)	$ 2,774,111.63
050 CAPITAL EXPENDITURES	$ 674,355.80	$ 32,656.74	$ 1,453.39	$ 460.58	$ -	$ (83,100.38)	$ (653.13)	$ 625,173.00
060 JUSTICE CENTER	$ 1,975,335.63	$ -	$ -	$ 169,986.75	$ -	$ -	$ (3,395.25)	$ 2,141,927.13
070 TELEVISION FUND	$ 73,274.03	$ -	$ -	$ -	$ -	$ (2,603.48)	$ -	$ 70,670.55
080 PEST CONTROL	$ 121,845.87	$ 23,857.97	$ 1,259.67	$ 15,000.00	$ -	$ (6,420.48)	$ (477.16)	$ 155,065.87
100 LODGING TAX	$ 171,603.94	$ -	$ -	$ 9,150.30	$ -	$ (4,117.55)	$ -	$ 176,636.69
110 SOLID WASTE	$ 1,065,241.40	$ (5.11)	$ -	$ 45,296.49	$ -	$ (25,704.33)	$ 0.10	$ 1,084,828.55
111 SOL WST CLOSURE	$ 313,394.49	$ -	$ -	$ 1,870.75	$ -	$ -	$ -	$ 315,265.24
120 CONSERVATION TRUST	$ 24,461.74	$ -	$ -	$ 1.61	$ -	$ (203.67)	$ -	$ 24,259.68
300 CONTINGENT	$ 526,027.55	$ -	$ -	$ -	$ -	$ -	$ -	$ 526,027.55
444 CLERK DIGITAL CONV.	$ 38,558.57	$ -	$ -	$ -	$ -	$ -	$ -	$ 38,558.57
600 AMBULANCE FUND	$ 361,525.34	$ -	$ -	$ 78,061.23	$ -	$ (143,867.59)	$ -	$ 295,718.98
% TAX COLLECTED TO DATE								29.61%
TOTALS	**$ 12,536,837.21**	**$ 1,816,995.61**	**$ 81,964.07**	**$ 855,102.69**	**$ -**	**$ (1,361,688.17)**	**$ (45,899.29)**	**$ 13,883,312.12**

STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling $5,120,947.84 for the month of FEBRUARY 2015 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 FEBRUARY 2015 is $66,663.05 which includes fees for the County and all taxing authorities.

Patricia Bartlett

Patricia Bartlett, Logan County Treasurer

COUNTY TREASURER SEAL LOGAN COUNTY, CO.

Subscribed and sworn to before me this 5th day of MARCH 2015, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: 09/23/2017

Janet McLaughlin

Notary Public

JANET MCLAUGHLIN
Notary Public
State of Colorado
Notary ID 20054037006
My Commission Expires Sep 23, 2017

Request for Proposals
Logan County Exhibit Center Concessions

The Logan County Board of Commissioners is requesting proposals from persons who are interested in leasing the concessions area in the Logan County Exhibit Center. Successful proposer will be responsible for furnishing necessary cooking, food supplies, cleaning and labor to provide concessions at the Exhibit Center. Lessee will be responsible to meet food and beverage requirements of the Northeast Colorado Health Department.

Specifications are available from the Commissioners Office at the Logan County Courthouse, 315 Main Street, Sterling, CO 80751 or call 970-522-0888. Specifications will also be available at www.colorado.gov/logan. There will be an opportunity to tour the kitchen facility at the Exhibit Center on March 3, 2015 from 9:00 a.m. - 10:00 a.m.

Proposals must be submitted in a sealed envelope clearly marked "Exhibit Center Concessions Proposal" by 5:00 p.m., March 9, 2015 to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751. Bids will be opened at the at 9:00 a.m., March 10, 2015 at the above location.

2015 Specifications

LOGAN COUNTY EXHIBIT CENTER CONCESSIONS

1. Logan County will provide:

   A. Concession area housed within the Logan County Exhibit Center including lobby/seating or dining area and storage area connected to the kitchen.

   B. Grill, Refrigerator, and Freezer.

   C. Tables and chairs for dining area.

   D. Utilities.

   E. Brooms, mops, and buckets as well as trash service.

   F. Schedule of events requesting food service and contact phone numbers. Not all scheduled events will require food service. Serving times and requirements shall be dictated by event sponsors. When concessions are not required, Lessee will not need to be present. Lessee shall not have discretion to decline to provide services at any contracted event at which concessions are requested.

2. Lessee to furnish:

   A. All necessary cooking and refrigeration equipment not included in 1B including but not limited to microwaves, utensils, pans, etc.

   B. Food and Beverage Supplies

   C. Paper goods (i.e. plates, cups and utensils necessary for serving food).

   D. Lessee shall furnish, at their sole expense, such employees as are necessary to properly and efficiently operate the concession area and clean kitchen after each use including grill hood.

   E. Consumable cleaning items, i.e. dish detergent, dish cloths, dish towels, cleaning solvents.

3. Lessee Responsibilities:

   A. Care of County Appliances and equipment. Includes regular and <u>deep</u> cleaning of all appliances and kitchen area. Deep cleaning of the grill ventilation hood may involve hiring a contractor at Lessee's expense to do the job if regular cleaning is not kept up.

   B. Sink drains are accepted as clear at this time and keeping drains clear is the responsibility of lessee.

   C. All food prepared in the Exhibit Center kitchen must be sold and consumed only on the premises.

D. Cleaning the kitchen and lobby of the concession area after each event requiring lessee's concession services and periodic deep cleaning of grill and ventilation hood.

E. The menu shall consist of both hot and cold foods and beverages, condiments, candy bars, gum, etc. to be determined by the lessee, giving consideration to the type of event being held with a copy of menu attached to this agreement. Absolutely no tobacco or alcoholic products may be offered for sale.

F. It shall be the full responsibility of Lessee to meet the food and beverage requirements of the Northeast Colorado Health Department. A certificate of compliance issued by the Northeast Colorado Health Department shall be displayed in a conspicuous place.

G. State of Colorado Department of Revenue requirements for sales tax on appropriate sales.

H. Lessee shall have in full force and effect, at their own expense, insurance coverage stipulated below. Lessee shall furnish the County with a certificate of insurance naming the County as Additional Insured. The certificate shall be filed prior to the start of this agreement. Such insurance shall provide limits of liability of not less than those specified: General Liability - $150,000 per person, $600,000 per occurrence.

I. Lease payment for the Exhibit Center concession area shall be due the 10th of each month following months in which events were held which required concessions, made payable to Logan County.

J. Concessions will be required to operate a full daily schedule during the week of the Logan County Fair to include breakfast each day of the fair.

K. Lessee is an independent contractor and is not an employee of or agent of county. Likewise lessee's employees are not employees or agents of the county.

Bid should include a per month and/or per event fee breakdown. Contract will be awarded for a three year period and may be renewed for an additional two-year period if all parties agree.

A Five Hundred Dollar ($500.00) Cleaning and Damage Deposit will be required of successful bidder. This deposit will be held until the termination of the contract and refunded within 90 days of the termination of the contract provided Exhibit Center Kitchen Area is left in its original clean state with no damage to appliances, walls, drains, etc.

A complete and accurate audit of the books shall be performed at the discretion of the Board of Commissioners.

NOTE: THE EXHIBIT CENTER KITCHEN WILL BE OPEN AT FROM 9:00 A.M. - 10:00 A.M., WEDNESDAY, MARCH 3, 2015 FOR THOSE WHO WISH TO VIEW THE PREMISES.

LOGAN COUNTY LODGING TAX BOARD

FUNDING REQUEST FORM

Date: 3/2/2015 Project Title: Rack Card Distribution

Responsible Party: (Signature) Marilee Johnson, TIC Coordinator
Funds Payable to: (Organization) Certified Folder Display
Mailing Address: 1120 Joshua Way, Vista, CA 92081

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted must be cleared with the board before any bills will be paid. Failure to do this will also affect funding for future projects. Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 12 months – XX/2015 – XX/ 2016

Total cost of project: $5,500

Amount requested: $5,500

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. Distribution of 20,000 rack cards, State of Nebraska, 269 sites
34 Colorado Sites on I-76

****

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 $ 5500.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____ Date: _____

LCLTB Treasurer's Endorsement _____ Date: 3/2/15

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

See Reverse Side REVISED SEPT 2013

LOGAN COUNTY LODGING TAX BOARD

FUNDING REQUEST FORM

Date: 3/2/2015 Project Title: NADS In-Room Guest Directory

Responsible Party: (Signature) Marilee Johnson, TIC Coordinator
Funds Payable to: (Organization) North American Directory Services
Mailing Address: 320 E 27th St, Loveland CO 80538

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted must be cleared with the board before any bills will be paid. Failure to do this will also affect funding for future projects. Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: June 2015-June 2016

Total cost of project: _____

Amount requested: $250

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. ¼ page ad in In-Room Guest Directory for 1st Interstate Inn, Super 8, Travelodge, Fountain Lodge, Colonial Motel

****

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 $ 250.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____ Date: 3/2/15

LCLTB Treasurer's Endorsement _____ Date: 3/2/15

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

See Reverse Side REVISED SEPT 2013

LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM

Date: 3-2-2015 **Project Title:** TIC Salary

Responsible Party: (Signature) _____

Funds Payable to: (Organization) Logan County

Mailing Address: _____

Explore By completing this form, the responsible party agrees to **include the words "Funds provided by** www.~~Discover~~Sterling.com**"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2015

Total cost of project: 30,000

Amount requested: 30,000

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. 2015 Salary for TIC Coordinator

****

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 $30,000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: _____ Date: 3/2/2015

LCLTB Treasurer's Endorsement _____ Date: 3/2/15

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

See Reverse Side

LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM

Date: June 6 , 2015 **Project Title:** Taste of Summer/ Country Showdown

Responsible Party: (Signature) Logan County Chamber - Kim Sellers

Funds Payable to: (Organization) Logan County Chamber

Mailing Address: Po Box 1683 Sterling Co 80751

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: June 5, 2015

Total cost of project: $5000.00

Amount requested: $2,000.00

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. We will have music entertainment, venders and compition for Country Showdown contestants. 100 Block MAIN STREET

****

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 $ 2000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [signature] Date: 3/2/2015

LCLTB Treasurer's Endorsement [signature] Date: 3/2/15

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

See Reverse Side

LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM

Date: JUNE 14TH **Project Title:** High Plains Music Fest

Responsible Party: (Signature) Todd Allen

Funds Payable to: (Organization) MEGA MUSIC LLC

Mailing Address: 1100 W. MAIN ST. STERLING, CO. 80751

By completing this form, the responsible party agrees to **include the words "Funds provided by** www.ExploreSterling.com" in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: JUNE 14TH

Total cost of project: $20,000

Amount requested: $2,000

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.
MUSIC FESTIVAL - 5 ACTS - POKER RUN - FAMILY ACTIVITIES
BENEFITS LOCAL SCHOOL BAND PROGRAMS + OTHER NON PROFIT GROUPS

****

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 $ 2000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [signature] Date: 3/2/15

LCLTB Treasurer's Endorsement [signature] Date: 3/2/15

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

See Reverse Side

LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM

Date: March 2, 2015 **Project Title:** High Plains Outdoor Show, Tractor Pull & Draft Horse Show

Responsible Party: (Signature) NJC Young Farmers

Funds Payable to: (Organization) NJC Young Farmers

Mailing Address: 5612 CR 79 Fleming, CO 80728

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.
Date(s) of Activity: *June 20, 2015*
Total cost of project: $25,000
Amount requested: $ 4,500

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

We will use these funds to promote the "High Plains Outdoor Show, Tractor Pull & Draft Horse Show." We plan to run advertisements in local and surrounding communities using radio, and newspapers, online advertisements and direct mail.

****

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 $ 4500.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:
_____ Date: 3/2/2015
LCLTB Treasurer's Endorsement
_____ Date: 3/2/15
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

See Reverse Side

REVISED SEPT 2013

Logan County Lodging Tax Board Request

High Plains Outdoor Show, Truck and Tractor Pull & Draft Horse Show

The NJC Young Farmers is the requesting organization: that is made of area members that are involved in the Agriculture Business, and with put on meetings of education, community service and recreational services for the county. This years President and contact person is Dave Lieber 970-522-8346.

For the Past several years the NJC Young Farmers have teamed up with the Logan County Chamber of Commerce to provide an activity for the Logan County and surrounding counties entertainment for close proximity to where they live. With the Outdoor show the majority of the expense to the weekend's event is the Truck and Tractor Show put on Saturday evening, along with promoting the Draft Horse Show.

We advertise in newspapers, radio, Internet, posters, banners and yard marker signs.

Advertising areas consist of:
Colo. Country Life Internet ads Bridgeport News Blade Fence Post Journal Advocate Post-it Prairie Mountain Publishing Sentinel Facebook Radio

approved
1 yr -

EXTREME RODEO Challenge

WILD WEST CATTLE COMPANY

AMERICAN BULLFIGHTING LLC

38050 WCR 53 . Eaton, Colorado . 80615 . 970-581-2708

To Logan County Fair and Rodeo

First of all thank you for putting on such a great event over the past years and letting us be a part of it. With the great work of your fair board and volunteers the Professional Bull Riding event has quickly become one of the Touring Pro's elite events.

Wild West Cattle has provided a state of the art portable arena for this event over the past years and as you know the arena and its configuration is a large part of any events success. We continue to add critical elements to our arena keeping it very safe and functional.

When it comes to producing bull riding and rodeo events we are seasoned veterans always striving to have fast paced, action packed, and affordable events. We are always open to new ideas that will make a show better and more enjoyable for all. Several of our events have been featured on Altitude Sports and Entertainment Television. Our relationship with Altitude may offer the possibility of having your event televised if wanted.

Quality personnel is essential to a successful production and only professionals are used in these positions. Often this is the hardest category to bid, Logan County is at an advantage because of the mid week date. Affordable and action packed specialty acts are also essential to the success of your event. In our proposal we have freestyle bull fighting and mini bull riding as the added attractions. We offer more options and will incorporate any event you as a committee want. In short we will only use the best in announcers, clowns, pickup men, sound, bullfighters and of course stock contractors.

The PBR expense portion of this bid is a very close estimation, the actual cost could vary a little. If the actual cost decreases to the PBR we will pass the savings on to you.

Wild West Cattle would also like to add that a multi year contract could take effect as long as it is agreed that any increase in fees the PBR adds would be added into contract and that a 2.5% increase in the budget would also take effect.

Thank you for letting Wild West Cattle be a part of your events in the past and we would be greatly honored to be a part of your future.

Once again Thank You

Kevin Rich

Kevin Rich / Owner Wild West Cattle
Any questions please call 970.581.2708

Logan County PBR
August 4th, 2015 @7:00 pm

Expenses

	PBR	$	15,000.00
	Added Purse Money		
	Approval Fee		
	Championship Round Insurance		
	Sancitoning Fee		
	Bucking Stock	$	7,000.00
52	Bucking Bulls *(including rerides)*		
	Personnel	$	9,000.00
	Announcer		
	Clown		
	Pickup Man		
	Bullfighter		
	Bullfighter		
	Back Pens Labor		
	Sound		
	Office		
	Judge		
	Judge		
	Arena Labor		
	Arena Expense	$	7,000.00
	Arena		
	Set Up / Tear Down		
	Event Expense W/O Specialy Act	***$***	***38,000.00***
	Specialty Act Options	$	4,000.00
4	*Freestyle Bullfighting*	*$ 2,500.00*	
8	*Minature Bullriding*	*$ 1,500.00*	
	Total With Specialty Acts	***$***	***42,000.00***

To: Logan County Fair Board / PBR Bull Riding Committee
2-24-15

From: Ty Rinaldo

Bull Riding Proposal Bid

To Whom It May Concern,

My name is Ty Rinaldo and I am honored to be notified of this open position. I was born in Sterling and still have many family members in this great City. I take pride in my strong work ethic, my organizational skills and my ability to produce a quality show in a timely manner.

I have been involved in rodeo all my life. I have also been working closely with The PBR for the last 20 years as a judge and as a stock contractor taking bulls to their finals 4 different years. I have strong working relations with many PBR Employees including Jay Dougherty (Manager of Touring Pro Division) and we would work well together to produce your show.

I have been producing bull riding events for many years and I am familiar with every aspect of the production. My wife and I also produced 3 day barrel races, running 500 runs per day, for 15 years bringing racers in from 10 different States at several events. Nancy Rinaldo is also sanctioned as a PBR Secretary and she is excited to help as well.

I know many of the top PBR Riders on a personal level and will call to invite them to this show. With possible attendance from a few of these top riders, we can implement their names into your advertising and work hard for a sell out show.

Please see my bid proposal, as this is what I have estimated the cost of this event. I have contacted The PBR and they have no price increase for 2015. Im very excited for the opportunity to team up with great people from a Town that I will always call home.

Thanks and please contact me with any questions. I look forward to working for and with you this year and many more to come…

Sincerely,

Ty Rinaldo
719-641-3233

BID PROPOSAL

Ty Rinaldo
12154 Mesa View Rd
Larkspur, CO 80118
719-641-3233
tyrinaldo.com
tzbuckingbulls.com

Attention: Logan County Fair Board / PBR Bull Riding Committee
Date: 2/24/15

Project Description - This proposal is in reference to providing PBR approval, announcer, secretary, judges, rodeo clown, bull fighter, timers, bulls, arena, and take care of entries, payouts, pickup men and any other essential requirements to establish a PBR event. It will also provide for a specialty act such as bull fighting or miniature bull riding.

The Logan County Fair Board will provide advertising, program, ticket sales, ticket takers, security and office space.

Description	Quantity	Unit Price	Cost
Entire PBR Production as stated above.			$ 42,500
Item 2			$ 0
Item 3			$ 0
		Subtotal	$ 42,500
		Total	$ 42,500

Thank you for this opportunity to bid. We could be a great team for many years to come...

Sincerely yours,

Ty Rinaldo

REFERENCES

KODY LOSTROH - PBR World Champion. 303-594-5856

CODY CUSTER - PRCA World Champion. 580-729-1962

LYLE SANKEY - NFR Average Winner - 417-263-7777

CHIEF DAN DAVIS - My direct supervisor at Monument Fire.
719-484-0911

approved

2015 Logan County Fair
Proposal For Ticket Taker / Usher Service

Proposal to provide ticket taker / usher services for the various events at the 2015 Logan County Fair on each day (once per day unless other wise indicated) for a maximum of five ticket taker / usher events. Services will be provided according to the following dates & times.

Event	Date of Event	# People Needed	# of Ushers	Time of Event	Time to Be There
Bull Riding	Tuesday, August 4	20	4	7:00 p.m.	5:30 p.m.
Rodeo	Thursday, August 6	17	2	7:00 p.m.	5:30 p.m.
Rodeo	Friday, August 7	17	4	7:00 p.m.	5:30 p.m.
Concert	Saturday, August 8	20	6	8:00 p.m.	6:30 p.m.
Demo Derby	Sunday, August 9 For Walk-thru gate @ 3:00 p.m.	2			3:00 p.m.
Demo Derby	Sunday, August 9	20	4	5:30 p.m.	4:00 p.m.

The services provided will include taking tickets at the gate, ushering ticket holders to the seats noted on the ticket stub, assisting with handicapped seating and other duties that may be deemed necessary by the grandstand chairperson. This proposal will include the Grandstand gates, Cowboy drive thru gate and Cowboy walk thru gate.

All persons will be 18 years of age or older. Each will provide a flashlight for their use, and will be prepared for wet weather and able to work with the public. Be there **one and half (1 ½) hours before event and stay until half an hour (½ hour) after the end of the event.**

Proposer shall provide no fewer than the number of people noted above and will appoint one member of the organization to perform continual supervision for group members and who will serve as liaison between workers performing service and County officials. Ticket takers and ushers will work in close cooperation with the Event Seating Coordinator of the Logan County Fair Board. Supervisor, ticket takers and ushers will not be employees of Logan County.

Upon a successful proposal, applicants will meet with the Logan County Fair Board Event Seating Coordinator Chairperson to clarify the details of the contract. If agreement is not full filled, payment will be held.

This proposal is submitted to the Board of County Commissioners of Logan County, Colorado for the amount of $ 3500.00.

Caliche after Prom Committee
Name of Organization

Naomi Stumpf
Agent

Box 115
Iliff, CO 80736
Address

970-522-0513
Telephone

~~tabled~~, approved 3-5-15

2015 Logan County Fair
Specifications for
Gate Keepers

Proposal to provide gate keeper services for the DeSoto Gate and South Gate at the Logan County Fairgrounds during the 2015 Logan County Fair on each day following dates and times.

DeSoto Gate Time Table - Desoto closed except for emergency vehicles

Tuesday	August	4	4:00 p.m. - 8:00 p.m.
Wednesday	August	5	8:00 a.m. - 10:00 p.m.
Thursday	August	6	8:00 a.m. - 10:30 p.m.
Friday	August	7	8:00 a.m. - 10:30 p.m.
Saturday	August	8	8:00 a.m. - 10:30 p.m.
Sunday	August	9	12:00 p.m. - 8:00 p.m.

South Gate Time Table

Tuesday	August	4	3:00 p.m. - 8:00 p.m.
Wednesday	August	5	8:00 a.m. - 8:00 p.m.
Thursday	August	6	8:00 a.m. - 9:00 p.m.
Friday	August	7	8:00 a.m. - 9:00 p.m.
Saturday	August	8	8:00 a.m. - 9:00 p.m.
Sunday	August	9	12:00 p.m. - 8:00 p.m.

The services provided all include checking parking passes and handicapped passes at the gates. Would request that 2 people be at each gate.

Supervisor(s) will not be employees of Logan County but will work in close cooperation with County official. Specifications will be met or payment will be withheld.

This proposal is submitted to the Commissioners for Logan County for the bid of $ 2000.00.

Birthright of Sterling
Name of Organization

Virginia Stieb Yahn
Additional Contact Person

Patti Sutter
Agent

970 520-5835
Telephone Number at Fair Time

P.O. Box 1670
Sterling, CO 80751
Address

970 520-8055
Telephone Number

Telephone Number at Fair Time 970 520-7855

~~tabled~~ approved 3-5-15

2015 Logan County Fair
Minimum Specifications for Trash Disposal Services

Proposal to provide disposal of trash and debris services for the 2015 Logan County Fair being held July 30st - August 9th.

Specifications are as follows:

1. Friday, July 31st ; 1 - 6yd, 30 Toters and 16 - 4yd. dumpsters to be places in the Logan County Exhibit Center by 12:00 p.m.(Noon) and to be repositioned throughout the fairgrounds beginning August 3rd.

2. August 3rd - 9th - In addition to the six (6) 4 cubic yard dumpsters, one (1) - 6 yd dumpsters, twenty (20) 2 cubic yard dumpsters and twenty four (24) 1 cubic yard roll outs are to be positioned throughout the fairgrounds, six (6) 2 yard to be placed in determined positioned around the main arena with other positions to be determined prior to the fair.

3. These dumpsters shall be emptied on a daily basis prior to the beginning to the daily events and daily carnival start-up.

4. Disposal service shall keep themselves available for unscheduled pickups when the fair Board determines the need.

This proposal is submitted to the Commissioners of Logan County for the bid of

$ ~~2400.00~~ 2,050.00

The Board of Commissioners reserves the right to reject any or all bids and to accept the bid determined to be in the best interest of Logan County.

Waste Management of Northeast Colorado
Name of Company

Margarito (Mac) Leon JR
Agent / Supervisor

18205 Iris Drive
Sterling, Co 80751
Address

970-522-1756 - office
Telephone Number

970-441-0388 - cell
Telephone Number or Cell Phone Number at Fair Time

ok

2015 Logan County Fair
Minimum Specifications for Port-A-Potties

Proposal to provide portable toilets at various locations for the 2015 Logan County Fair being held July 30th - August 9th.

Specifications are as follows:

1. July 30th -Thirty-two (32) portable toilets to be placed in specified places around the fairgrounds.

2. These portable toilets shall be service every day prior to the beginning of daily events and daily carnival start-up.

3. Provider will keep themselves available for unscheduled service calls when the Fair Board determines the need.

This proposal is submitted to the Commissioners of Logan County for the bid of:

$ 1550.00

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

Waste Managment of Northeast Colorado
Name of Company

Margarito (Mac) Leon JR
Agent/ Supervisor

18205 Iris Drive Sterling, Co 80751
Address

970-522-1756 - office
Telephone
970-441-0388 - cell

2015 Logan County Fair
Minimum Specifications for Port-A-Potties

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3. Provider will keep themselves available for unscheduled service calls when the Fair Board determines the need.

This proposal is submitted to the Commissioners of Logan County for the bid of:

$ 2000

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

Nation Septic
Name of Company

Agent/ Supervisor

13572 CR 37
Address

970-522-3704
Telephone

approved

GoDerby.com

January 19th, 2015

Logan County Fair Commissioners
Logan County Fair
1120 Pawnee Avenue
Sterling, CO 80751

Go-Derby Promotions would like to formally submit a bid for the opportunity to run the August 9th, 2015 Logan County Fair Demolition Derby in Sterling, CO, we will honor this proposal for derbies in 2015 through 2017. We appreciate the opportunity to run your fair demolition derby and I am very excited with the new events we will be discussing to run in 2015 (new limited weld class, limited weld minivan class or the new limited weld mini truck class) . You know we are committed to make sure your demolition derby is a success for 2015 and beyond. Our goal for the 2015 Logan County demolition derby is the same as your goals: start on time. fairness, quality, local crowd and local drivers and well promoted to make this derby a success.

Our management of the derby will include the following:

- Driver registration
- Car inspection
- Collection of funds for driver registrations and pit passes
- Promotion of new events for the Logan County Fair (limited weld and minivan or mini truck classes).
- Insurance
- Trophies-Mad dog awards
- Fair judging of all derby heats.
- The heats would consist of 4 classes; which would be a full weld, limited weld class, compacts, minivans or mini truck class.
- We would also supply a professional announcer
- Flags, stop watches, radios and any other materials deemed necessary for a successful derby.
- Entertainment between heats (quad and motorcycle racing)

- We ask that your organization build and maintain the track, provide the purse money for each of the class winners, provide equipment to remove disabled cars/trucks from the track , fire equipment and have EMT staff on site during the derby. And of course run the ever popular foot race between the royalty and firemen.

- GO-Derby promotions would also like to set up a fan stand table in front of the main spectator entry gate to sell merchandise.

- Our fee is $7800 and we require a deposit of $1500 after approval. We have been promoting demolition derbies in Colorado for the past 10 years and have been known for putting on a great show and starting the derby on time (weather permitting). We look forward to the opportunity to provide you with another profitable and successful derby in 2015through 2017!

- Please check us out on the GO-DERBY.COM website or the GO-DERBY FACEBOOK PAGE .

Sincerely,

Terry Frank
President, Go-Derby Promotions

6002 ASHCROFT ROAD GREELEY CO 80634
PHONE: (970)301-0012
tfrank@sfpusa.com

This document also serves as an invoice for the deposit for the demolition derby.

I, Logan County Commissioner, agree to the above bid submitted from Go-Derby promotions which states the terms and conditions for the 2015 Logan County Fair Demolition Derby.

_____

Signature

_____

Date

_____

Signature

_____

Date

_____

Signature

_____

Date

Deposit amount $1500 due upon signed contract
Please submit to Terry Frank (Go-Derby) 6002 Ashcroft Road Greeley CO 80634
Thank you for your business

MRM PRODUCTIONS LLC
27486 HWY 113
ILIFF COLORADO,80736
(970)-522-0274
(402)-307-0436

Dear Logan County Fair Board,

MRM Productions LLC is a guaranteed company that will bring you the best action packed show the state of Colorado has seen since 2008. Though we wish we could guarantee the biggest car count Colorado has had yet, we set our sights high on making it a priority to have three things happen when hired to promote a show. We guarantee to start on time, dedicated to 100% safety, and lastly provide non-stop action from start to finish. I have provided a contract, which states everything Logan County Fair can expect out of MRM Productions LLC. I spoke with Mr. Dolan a few months back and he strongly urged me to put a bid together for a three-year contract, I understand the feelings of wanting to have a show locked up for three years, but at this time with my current employer I feel that as long as we can come to an understanding, that in the event I, as the sol proprietor of MRM Productions LLC, can not be around the whole time of the show, on the date that it is set, my head judge will take the place of myself. All issues and concerns will be addressed to him in the event I am unable to attend. At this time for 2015 I feel we won't run into any issues conflicting with my presence at the show and making sure things go off with a bang for our first of three years.

We at MRM Productions LLC are eager to start working with the hometown fair to help build this show into the best Colorado has to offer. If you have any questions in regards to anything above feel free to give me a call. Once again, as I stated above, our sights are set high on the priority of an on time guarantee, safety, and lastly provide non-stop action from start to finish. I look forward to building a great working relationship for the 2015-2017 Derby season.

MRM Productions LLC

Michael R. Mullanix.

Michael R. Mullanix

AGREEMENT FOR SERVICE

THIS AGREEMENT is made this _____ **day of** _____ **2015**, by and between the LOGAN COUNTY FAIR, LIVESTOCK SHOW & RODEO, hereinafter called LCF, and MICHAEL MULLANIX, hereinafter called MULLANIX; and

WHEREAS, LCF is a yearly event being conducted in the County of Logan, State of Colorado; and

WHEREAS, MULLANIX shall perform the duties of manager and consultant for LCF to successfully promote and present a Demolition Derby for the LCF at LOGAN County Fairgrounds, Sterling Colorado, on August 9, 2015 at **5:30 p.m.** (the "Event") more specifically set forth in this Section I.

In consideration for the foregoing, the parties mutually agree as follows:

SECTION I - SERVICE OF MULLANIX

A. MULLANIX agrees to make all arrangements for the registration of participants for the Event. MULLANIX will require that all Event participants pay an **entry fee** of **$50**, purchase all necessary pit passes for **$25** each and sign a waiver of liability form (attached hereto and incorporated by this reference as Exhibit A), and pass a vehicle inspection.

B. MULLANIX will determine the racing format, the scheduling of heats, the judging scoring, and the timing of heats, subject to approval by the LCF.

C. MULLANIX will provide all judges and make appropriate provisions for any other clerical crew personnel needed for the Event.

D. MULLANIX shall be responsible for advertising and soliciting participants for the Event.

E. MULLANIX shall be responsible for coordinating the Event schedule and shall report all problems or concerns with the LCF Demolition Derby Committee Chairman.

F. MULLANIX shall assign duties and responsibilities to volunteers as necessary.

G. MULLANIX shall determine the winner(s) of each heat and the Event and shall provide the LCF with a listing of winners.

H. Prior to the Event, MULLANIX shall determine the categories of winners entitled to receive purse monies, and the amounts that will be awarded to such winners, subject to approval by the LCF Demolition Derby Committee Chairman.

I. MULLANIX shall provide the LCF with all monies collected for the Event by the conclusion of the Event, August 9, 2015. Payment of all monies collected must be made to the LCF no later than the night of the Event.

Initials _____ Initials _____

SECTION II - RESPONSIBILITY OF THE LCFLSR

A. LCF shall provide information as necessary or requested by MULLANIX to enable MULLANIX'S performance under this Agreement.

B. LCF shall promptly notify MULLANIX in writing whenever the LCF becomes aware of unsatisfactory performance of services.

C. LCF agrees to provide Mullanix with a suitable location for the presentation of the Event. Location shall be clear of brush, trash, and other objectionable matter so as to be in a condition that the Event may be safely and conveniently set up.

D. LCF shall provide all site and physical services and personnel required at the site for the performance of the Event, (i.e.) Ambulance, fire truck, road grader, and water truck.

E. LCF shall provide wreckers, front end loaders, etc. to remove disabled cars after each heat. LCF shall provide Mullanix with an adequate number of fire extinguishers for the Event.

F. LCF shall provide security for the Event; and provide twelve (12) volunteers to help in the staging of the Event.

G. LCF shall provide the announcer for the Event, and will have available necessary amplifier and sound equipment for the announcer.

H. LCF shall provide a trophy for each Events main overall winner.

I. LCF shall advertise the Event to the public.

J. LCF shall pay moneys and issue purse checks to participant winners the night of the Event. The total purse monies paid and available for distribution shall be equal to **Fifteen Thousand Dollars ($15,000. 00),** that which was agreed upon by the LCFLSR, prior to advertising the Event, and regardless of Event revenue.

K. LCF shall provide personnel for conducting general admission ticket sales that will include Grounds admissions for the Event, collected at the rate of **$25** per seat for adults eleven (11) years of age and older, and **$5** per seat for children six (6) thru ten (10) years of age including, Seniors 65 and over. Children five (5) years old and younger will receive free admission.

SECTION III - TERM

This Agreement applies only to the preparation for and presentation of the Demolition Derby to be conducted on August 9, 2015, at the 2015 Logan County Fair Livestock Show and Rodeo.

Initials _____ Initials _____

SECTION IV - PAYMENT AND FEE SCHEDULE

It is understood and agreed by the parties hereto, that the LCF shall pay MULLANIX for services furnished, and that MULLANIX shall accept as full payment for the services furnished, an amount equal to Eight Thousand, ($8,000.00), plus ten percent (10%) of any revenues generated by the Event at the front gate, back gate, pit passes and car registrations exceeding Twenty Thousand Dollars ($20,000.00). Payments for services furnished shall be in accordance with provision of this section IV.

A. Deposit

The LCF shall pay MULLANIX a non-refundable deposit in the amount of Three Thousand, Dollars, ($3,000.00) by April 1, 2015.

B. Event

The LCF shall pay MULLANIX in the amount of Five Thousand, ($5,00.00) on the night of the Event, August 9, 2015.

C. Revenue

Within sixteen days (16) days of the Event, August 25, 2015, LCF shall pay the Contractor the percentage of revenues generated by the Event, if any, in accordance with the provisions of this section IV. If the Event is purchased for television, the LCF will pay the Contractor an additional amount equal to ten (10%) of the television revenues collected, regardless of whether the $20,000.00 revenue goal has been reached.

SECTION V - INDEPENDENT CONTRACTOR

In providing services under this agreement, MULLANIX acts as an independent contractor and not as an employee of the LCF. MULLANIX shall be solely and entirely responsible for his acts, and the acts of his employees, agents, servants, and subcontractors during the term and performance of this Agreement. MULLANIX, at his expense, shall procure and maintain workman's compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section VII. Pursuant to the Workman's Compensation Act 8-40-202 (2) (b) (IV), CRS. as amended. MULLANIX understands that it and its employee's and servants are not entitled to workman's compensation benefits from LCF or Logan County. MULLANIX further understands that it is solely obligated for the payment of Federal and State income tax on any monies earned pursuant to this agreement.

SECTION VI - INDEMNIFICATION

MULLANIX agrees to indemnify and hold harmless the LCF, its officers, agents and employees for, and against any and all claims, suits expenses, damages, or liabilities, including reasonable attorney fees and court cost arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of MULLANX'S performance or failure to perform pursuant to the terms of this Agreement.

Initials _____ Initials _____

SECTION VII - INSURANCE

MULLANIX shall furnish two (2) certificates of insurance for commercial general liability no less than thirty - (30) days prior to performance. Work shall not commence under this Agreement until MULLANIX has submitted to the LCF and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

Comprehensive General Liability Insurance: to include products liability, completed operations, contractual, broad from property damage and personal injury.

Each Occurrence	$1,000,000
General Aggregate	$1,000,000

Workman's Compensation Insurance:	As Required by Colorado Statutes

MULLANIX'S comprehensive general liability and workman's compensation insurance policies and/or certificates of insurance shall be issued in two separate certificates to include the Logan County Fair, Livestock Show & Rodeo and Logan County, and "County of Logan, State of Colorado, a body corporate & politic, naming each entity " as certificate holders and "additional insured" and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the LCF, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of MULLANIX.

2. The insurance companies issuing the policy or policies shall have no response against the LCF for payment of any premiums due or for any assessments under any form of any policy.

3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of MULLANIX.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or cancelled without thirty (30) days prior written notice to the LCF by certified mail and return receipt requested.

All insurers of MULLANIX must be licensed or approved to do business in the State of Colorado.

At any time during the term of this Agreement, the LCF may require MULLANIX to provide proof of the insurance coverage or policies required herein.

Upon failure of MULLANIX to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the LCF, maybe immediately declared suspended, discontinued, or terminated. Failure of MULLANIX to obtain and/or maintain any required insurance shall not relieve MULLANIX from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of MULLANIX concerning indemnification.

Initials _____ Initials _____

SECTION VIII - TERMINATION

A. For Cause

If, through any cause, MULLANIX fails to fulfill its obligations under this Agreement in a timely and proper manner, or if MULLANIX violates any of the covenants, conditions, or stipulations of this Agreement, the LCF shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to MULLANIX of such termination and specifying the effective date thereof.

B. For Convenience

The LCF may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least ten (10) days prior to the effective date of termination. If the Agreement is terminated by the LCF, MULLANIX will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services MULLANIX was to perform under the Agreement, less payment previously made to MULLANIX under the Agreement.

SECTION IX - MUTUAL UNDERSTANDINGS

A. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by MULLANIX without the prior written consent of the LCF.

B. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the in the future, unless such waiver has rendered future performance commercially impossible.

C. Force Majeur

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

D. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Initials _____ Initials _____

Logan County Fair
315 Main Street
Sterling, CO 80751
Attn: Board President
Phone No.: (970)-522-0888

Michael Mullanix
27486 Hwy 113.
Iliff, CO 80736
Attn: Michael R. Mullanix
Phone No.: (402)-307-0436
Fax No.: (970)-522-6854

E. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

F. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

G. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

LOGAN COUNTY FAIR, LIVESTOCK SHOW & RODEO

By: _____

Name: _____

Title: _____

Date: _____

MICHAEL MULLANIX

By: _____

Name: Michael Mullanix

Title: Owner.

Date: _____.

Initials _____

Initials _____

Page No. OR 25-15 Pages

PRO-TECH PAVEMENT MAINTENANCE CO.

Protecting your investment in Pavement since 1990

19798 Marigold Dr.
Sterling, CO 80751

~~P.O. Box 312~~
~~Paxton, NE 69155~~

970-521-0316 970-580-5976 ~~308-289-9070~~
Fax: 970-521-6594

PROPOSAL AND ACCEPTANCE

ok

PROPOSAL SUBMITTED TO: Logan County Fair		PHONE	DATE 2-5-15
STREET		JOB NAME	
CITY, STATE AND ZIP CODE Sterling Co		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for: 2015 Fairground Sweeping

Sweep Before Fair 3hrs
Sweep Every Day August 3,4,5,6,7,8,9 - 7 days 7hrs
Sweep After Fair August 10 3hrs

13hrs
x 65.00/hr.
845.00

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

_____ dollars ($ 845.00).

Payment to be made as follows: Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Rocky Meersheen

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

☆ ok

LOGAN COUNTY 4-H FOUNDATION BID

FOR THE SUPERINTENDENT'S CHUCK WAGON BBQ 2015

PRICE PER PLATE: $8.50

This would include all paper products, kitchen clean up and serving. The 4-H members will be serving the meal and helping with preparation. Any profit would be used to help send 4-H members to leadership conferences and to Washington D.C. on the Washington Focus Trip.

Planned Menu: Sliced Roast Beef Au Jus on a Bun
Rancher Baked Beans
Cole Slaw
Chips & Pickles
Drinks (3 kinds of pop, Iced Tea)
Dessert Bar (cakes, pies, cookies & cheesecake)

AGREEMENT TO TERMINATE
INTERGOVERNMENTAL AGREEMENT FOR
EMERGENCY MANAGEMENT OFFICE AND COORDINATOR

THIS AGREEMENT is made by and between LOGAN COUNTY, a body corporate and politic, by and through its Board of County Commissioners (County); the CITY OF STERLING, a home rule municipal corporation, by and through its City Council (City); and the E-911 AUTHORITY BOARD, an authority board formed pursuant to C.R.S. 29-11-100.5, *et seq*.

WHEREAS, the County, City and E-911 Authority Board are parties to an Intergovernmental Agreement, dated August 26, 2002, for the establishment of a consolidated emergency management office and emergency management coordinator position; and

WHEREAS, the Intergovernmental Agreement provides that any party may opt out of the agreement by providing the other parties one year written notice of its intent to do so; and

WHEREAS, a vacancy in the position of Emergency Management Coordinator currently exists and the County, City and E-911 Authority Board mutually desire to terminate the Intergovernmental Agreement sooner than one year hence to enable a more immediate restructuring of the emergency management office and coordinator position; and

WHEREAS, Logan County, pursuant to Colorado Revised Statute 24-33.5-701. *et seq*., has agreed to immediately establish and maintain a disaster agency which relieves the current parties from those responsibilities.

ACCORDINGLY, the County, City, and E-911 Authority Board hereby mutually terminate the Intergovernmental Agreement, dated August 26, 2002 and release each of the other parties from further obligations under the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective immediately the day and year the Agreement is so executed by the third and final party to formally approve it.

LOGAN COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____
Rocky L. Samber, Chairman

_____
Gene A. Meisner, Commissioner

_____
David G. Donaldson, Commissioner

Date executed: _____

ATTEST:

_____
Logan County Clerk and Recorder

CITY OF STERLING, COLORADO

By_____
Mayor

Date executed_____

ATTEST:

_____
City Clerk

E-911 AUTHORITY BOARD

_____
Chairman

Date executed_____

ATTEST:

_____
Secretary

newcloud NETWORKS
160 Inverness Drive West, Suite 100, Englewood, CO 80112 Customer Service: 855-255-5001

PRODUCT & SERVICES AGREEMENT

This Product and Services Agreement ("Agreement") is made between NewCloud Networks on behalf of itself and its affiliates (collectively referred to herein as "NewCloud Networks" or "NCN"), with offices at 160 Inverness Drive West, Suite 100, Englewood, CO 80112 and "Customer" as identified below, and is effective as of the date this agreement is executed by NewCloud Networks (the "Effective Date").

This document shall be construed as an offer to provide products and or services and shall not constitute a contract unless and until executed by NewCloud Networks and Customer. The term of the Agreement shall begin when Customer's service is activated and billing commences. NewCloud Networks may cancel any negotiations herein in the event this Agreement is not executed by Customer and delivered to NewCloud Networks on or before March 15, 2015.

Service Address Information	**Billing Address Information**
Customer Business Name: **Logan County**	
Service Address 1: **315 Main Street** City: **Sterling** State: **CO** Zip: **80751**	Billing Address 1: **315 Main Street** City: **Sterling** State: **CO** Zip: **80751**
Service Contact Name: **Debbie Unrein** Phone Number: **970-522-0888 x 256** Service Fax Number: Service E-mail Address: **unreind@logancountyco.gov**	Billing Contact Name: **Debbie Unrein** Billing Phone Number: **970-522-0880** Billing Fax Number: **970-526-5380** Billing E-mail Address: **unreind@logancountyco.gov**
Federal EIN or SSN:	
Nonprofit YES **X** NO ☐ If yes, please provide tax exempt certificate	

Products Purchased/Pricing: **315 Main Street**	
PRI T-1	**$ 429.00/MO**
1 Block of 20 DID Numbers	**$ 3.00/MO**
10 NHN Numbers	**INCLUDED**
5 CALC Charges on T-1s	**INCLUDED**
3 Additional Listings	**$ 15.00/MO**
Account Codes	**INCLUDED**
1700 Minutes of Domestic LD	**$ 42.50/MO**
Total Monthly Payment: **$489.50**	
Total Installation Charge: **$0.00**	

Telecom Installation	MTT	Other Vendor
Data Installation	MTT	Other Vendor
E-Mail Hosting	Yes ☐	No **X**
Website Hosting	Yes ☐	No **X**
Efax Service	Qty **NA**	
Voice Mail Box	Qty **NA**	
Additional IP Addresses	Qty	

newcloud NETWORKS
160 Inverness Drive West, Suite 100, Englewood, CO 80112 Customer Service: 855-255-5001

Term of Contract: **36 Months** Sales Associate: **Joe Young and Steve Shriver** Special Instructions: 1. **Non-Appropriations Clause applies.**	

TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** References in this Agreement to NewCloud Networks include any operating subsidiaries. The services or some portions thereof are subject to Federal and/or State tariffs and as such this Agreement incorporates by reference (as if fully stated herein) the terms, conditions and other provisions of such tariffs, price lists and similar documents (including limitation of liability provisions) as they may be amended from time to time. This Product Services Agreement and the required addenda and Schedules A, B, and C establishes the terms and conditions upon which NewCloud Networks agrees to provide the services to Customer. This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral or written representations, offers or proposals made by NewCloud Networks or its representatives. This Agreement also governs any additional services or changes Customer may order or request during the term of this Agreement.

2. **CUSTOMER DEPOSIT; PROVISION AND BILLING OF SERVICE.** At its sole discretion, NewCloud Networks may at any time request a Customer Deposit prior to activation or during the provisioning of services. Such Customer Deposit will be refunded to Customer upon the expiration of this Agreement and settlement of all amounts due NewCloud Networks. Services are generally billed on a monthly basis for a minimum period of one month. Usage charges and usage shortfall charges for services are billed in arrears. Most monthly recurring and non-recurring charges are billed in advance. Billed charges include applicable taxes and tax-related surcharges. By signing this Agreement you are agree to allow NewCloud Networks to do a credit check on your company.

3. **PAYMENT.** Full payment of any invoice is due within 30 days of invoice date. A monthly late payment fee of 1.5% (or lower if required by law) may be assessed for amounts unpaid commencing 30 days after receipt of invoice. Customer shall provide NewCloud Networks with written notice of any disputed charges appearing on the invoice. Customer agrees to pay all costs and expenses incurred by NewCloud Networks in the collection of unpaid amounts, including without limitation, attorney fees and court costs, to the extent permitted by law.

4. **PRICING DISCOUNTS.** Any discounts on services are based upon the pricing set forth in the attached Service Schedules.

5. **MINIMUM MONTHLY REVENUE COMMITMENT.** Customer's minimum monthly revenue commitment is calculated on gross charges for actual services and includes monthly recurring charges, interstate, intrastate, international, inbound, outbound, switched, dedicated and calling card usage. The minimum monthly revenue commitment calculation excludes all other charges, including without limitation, government assessments, directory/operator assistance calls, and non-recurring charges. During the term of this Agreement, Customer shall be assessed a shortfall charge under the following circumstances: if, at the end of any month during the term of the Agreement, Customer fails to meet or exceed its minimum monthly revenue commitment as set forth herein, Customer shall be invoiced and be required to pay the difference.

6. **CUSTOMER SATISFACTION GUARANTEE.** Subject to the conditions listed below, if NewCloud Networks is in material breach of its obligations regarding network quality or sales and service support, NewCloud Networks will upon the Customer's written request, terminate this Agreement without liability for the early

termination fee and make reimbursement to Customer for any change-over charges (up to a maximum of $100) incurred by Customer in switching to NewCloud Networks service and in returning to Customer's previous carrier. Customer must satisfy the following conditions under this guarantee:

(1) NewCloud Networks must receive written notice of the alleged material breach;
(2) The problem must be attributable to facilities or causes within NewCloud Networks' reasonable control;
(3) NewCloud Networks must be unable to cure the material breach to Customer's reasonable satisfaction within 15 days after receipt of the written notice;
(4) Customer's account must be current (i.e., no balance older than 30 days); and
(5) The reimbursement for change-over charges only applies if NewCloud Networks receives the written notice within the first 90 days of service. NewCloud Networks must receive a copy of the previous carrier's bill showing the change-over charges.

7. **CREDIT FOR INTERRUPTION OF SERVICE**. If NewCloud Networks determines in its sole discretion that service was interrupted for the cumulative duration of one (1) hour during a calendar month, for each effected T-1 service, the Customer is eligible to receive one (1) day credit multiplied for each full cumulative hour for the month in which service interruption occurred. The total credits applied to Customer's account shall not exceed fifteen (15) days in a calendar month. For purposes of calculating service credits, one (1) day credit is equal to 1/30/33 of the monthly recurring charge (MRC) for the effected service. No credit will be applied if the interruption is caused by (i) the negligence of the Customer; (ii) the failure of facilities of equipment provided by Customer or third party; (iii) NewCloud Networks' inability to gain access to Customer's equipment and facilities; (iv) Customer's failure to release the service, when requested by NewCloud Networks, to perform testing and maintenance; (v) an Event of Force Majeure as defined in Section 15.4; (vi) outages or service interruptions due to Customer premise failures; (vii) scheduled network maintenance; or (viii) emergency network maintenance. Customer understands that their accounts must not be delinquent and be in full compliance with the terms and conditions of this Agreement in order to receive service credits.

8. **NETWORK PERFORMANCE.** In the event Customer utilizes NewCloud Networks provided T-1 services (dedicated, point-to-point or point-to-multipoint service connecting two (2) or more Customer designated NCN on-net locations) availability of service will be maintained at a minimum availability per month of 99.9% for an unprotected service and 99.95% for a protected service. Protected service shall be defined as a service that has network side electronics protection and a physical path which is diverse. Unprotected service is defined as service that has no electronics protection and is delivered on a linear path. Additionally, any service, which is routed through the Aggregation Node (i.e. point to multi point service), shall be considered Unprotected.

8.1 Mean Time to Restore ("NCNR"). NCNR shall be defined as the average time to restore a service outage, except for a service outage caused by an Event of Force Majeure, in a one-month period. NewCloud Networks will use best efforts to ensure that NCNR does not exceed two (2) hours, excluding outages due to cable failures.

8.2 Cable Restoration. In the event of a service interruption that is due to cable failure, NewCloud Networks shall use best efforts to begin cable restoration within two (2) hours after the faulty cable is identified. The cable shall be restored and the interruption shall be eliminated no later than eight (8) hours after failure.

9. **DEMARCATION POINT.** Demarcation Point shall mean the point of interconnection between the local exchange carrier's facilities and the wiring and equipment at Customer's premises. Customer is responsible for completing all telecommunications wiring, including any and all costs associated therewith, from the Demarcation Point to Customer's equipment.

10. **TELECOMMUNICATIONS FACILITIES.** Services may, at NewCloud Networks' sole option, be provided via telecommunications facilities owned by NewCloud Networks, via telecommunications facilities leased from one or more other telecommunications carriers or via a combination of the forgoing, provided NewCloud Networks' ability to provide such services is not materially impaired. Without limiting the generality of the foregoing, Customer authorizes NewCloud Networks to convert services being provided solely through the facilities of one or more other carriers (i.e., resale services) to services being provided in whole or in part over NewCloud Networks facilities (i.e., facilities-based services).

11. **NETWORK MAINTENANCE**. Planned network maintenance will be performed with no less than seven (7) calendar days' notice given to Customer prior to maintenance. Emergency network maintenance will be performed as necessary and NewCloud Networks will use best efforts to notify Customer where reasonable.

12. **RELIATONE 4.** Rental agreement; at the end of the stipulated contract expiration, NewCloud Networks will refresh the hardware, software and provide any upgrade as deemed necessary by NewCloud Networks.

13. **TERM AND TERMINATION.**

13.1 This Agreement shall be effective when signed by Customer and an authorized NewCloud Networks representative (the "Effective Date"). The term of this Agreement shall begin upon activation of service, and continue for the duration of the term as set forth in this Agreement ("Original Term"). Upon expiration of the Original Term, the Customer may (i) renew the contract under the same price structure, terms and conditions or (ii) continue on a month-to-month basis under the current price structure which is 20% higher than the 36-month contract price (either a "Renewal Term"). Should either party decide not to enter into a Renewal Term, the party making such determination must provide at least 30 days advance written notice of its intent to terminate this Agreement.

13.2 Cancellation of Service. NewCloud Networks will make reasonable efforts to provide Customer with the services ordered under this Agreement. However, there may be circumstances in which NewCloud Networks may not be able to provide such services. Where NewCloud Networks determines that it cannot provide the services to Customer efficiently or on the terms and conditions contemplated by this Agreement, NewCloud Networks reserves the right to immediately cancel this Agreement without liability and without any further obligations. The Customer may cancel this order before installation and/or cutover at a reduced cancellation fee of $1,500.00 per circuit.

13.3 NewCloud Networks may suspend or terminate services in accordance with its normal business practices without liability and without waiving any other legal or equitable rights it may have. NewCloud Networks reserves the right to declare Customer in breach of this Agreement if Customer's account is not paid on a current basis, Customer's qualifying monthly service is less than the agreed minimum monthly revenue commitment, or Customer fails to meet any other obligation contained in this Agreement. If, after the Effective Date, this Agreement is terminated by NewCloud Networks for Customer's breach or by Customer other than under the Customer Satisfaction Guarantee, Customer shall upon demand by NewCloud Networks pay an early termination fee which shall include:

(1) All unpaid non-recurring reasonable charges expended by the NewCloud Networks to establish service to the Customer, including any installation charges which may have been waived by the NCN, provided the Customer has been notified of the waived charges and of the Customer's liability therefore on cancellation, plus;

(2) Any disconnection, early cancellation or termination charges reasonably incurred and paid to a third party on behalf of Customer by NewCloud Networks, plus;

(3) Customer will be billed an amount equal to the difference between the amount paid by the Customer at the time of cancellation and 100% of the remainder of the contract term and 50% of any subsequent renewal years.

13.4 Customer may terminate this Agreement without liability before the expiration date of the term if the Customer signs a new agreement with NewCloud Networks for an equal or greater minimum monthly recurring charge and term commitment.

13.5 Upon termination of this Agreement for any reason, it is Customer's responsibility to switch to a new carrier. Customer shall be responsible for any and all outstanding charges owed to NewCloud Networks at the effective date of termination, and Customer shall be liable for all charges incurred during the transition to a new carrier.

14. **DISCLAIMER OF WARRANTIES.** NCN IS PROVIDING THE SERVICES TO CUSTOMER ON AN "AS IS" BASIS. NCN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF NCN SERVICES AND NEWCLOUD NETWORKS SHALL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. NEWCLOUD NETWORKS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NEWCLOUD NETWORKS DOES NOT REPRESENT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK, SERVICERS, AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES.

15. **LIMITATION OF LIABILITY; INDEMNIFICATION.** Customer's sole and exclusive remedy against NCN for all claims for damages of any nature arising or in any way related to this Agreement shall be limited to the lesser of (1) amounts paid to NewCloud Networks under this Agreement or (2) refunds in an amount equal to the proportional monthly charges to Customer for the period service during which any event or action giving rise to any claim occurs.

15.1 NewCloud Networks is not liable for any damages, including indirect, incidental, consequential, punitive or special damages relating to loss of data, profit, revenue or business or the loss, damage or destruction of any property, whether Customer, Customer's assignee or any other transferee suffer that loss or damage and whether or not NCN is informed in advance of the possibility of such loss or damage.

15.2 NewCloud Networks shall not be liable for any losses or damages resulting from: (a) its provision of services to Customer; (b) any act or omission of Customer, those using the Customer's service or third party entities furnishing products used in connection with the services; or (c) the loss, destruction, or disclosure of Customer data resulting from the use of the services.

15.3 NewCloud Networks sole liability to you for any claims, losses or damages caused by the Services or equipment or otherwise under this Contract are limited as described in this Section 15. Customer agrees that these limitations are reasonable. Customer also acknowledges that without these limitations of liability, charges and fees under this Contract would be substantially higher. Customer further agrees that the limitations on NCN's liability in this Section 15 will apply in any action or proceeding against NewCloud Networks, whether based in contract, tort (including negligence or strict liability) or under any statute, law, rule or otherwise.

15.4 Force Majeure. NewCloud Networks will not be in breach of this Agreement or otherwise liable for any delay, failure to perform or equipment or property damage, loss, destruction or malfunction or any

consequence thereof, caused in whole or in part by anything beyond NewCloud Networks reasonable control, including, without limitation, fire, earthquake, flood, weather, acts of God, public health emergency or pandemic, labor disputes, utility curtailments, power failures, cable cuts, failure caused by telecommunications or other Internet provider(s), worms, Trojan horses, viruses or other destructive code or software, explosions, civil disturbances, terrorism, vandalism, governmental actions or shortages of equipment or supplies (collectively, "Event of Force Majeure").

15.5 Indemnification. Customer shall defend and indemnify, to the extent allowed by law, the NewCloud Networks, its employees, directors, officers and agents, from and against any suit, proceeding or other claim brought by an entity that is caused by, arises from, or relates to (1) damage to real or tangible personal property, personal injuries (including death) arising out of the gross negligence or willful act or omission of Customer in the use of the Service and (2) representations regarding the nature of Customer's traffic and any use, operation or resale of Service by Customer in contravention of this Agreement, including without limitation, claims of libel, slander, unauthorized use of copyright or trademark by Customer or the business activities and practices of Customer arising from Customer's use of the Service.

16. **CUSTOMER'S LIABILITY TO NEWCLOUD NETWORKS.** To the extent Customer is the cause of any loss, damages, or liabilities to NCN, Customer agrees to reimburse, compensate and pay NewCloud Networks for any losses, claims, damages, liabilities or penalties that NCN or any of our officers, directors, agents, successors or assigns may incur from Customer's use of the Services, except to the extent that any loss, damages or liabilities are caused by NewCloud Networks gross negligence or willful misconduct.

17. **CANCELLATION OF EXISTING PROVIDER'S SERVICES; TERMINATION CHARGES.** In selecting NewCloud Networks' services, Customer understands that it may be canceling the services provided by its existing service provider and that NewCloud Networks services and features may differ from the services currently provided by its existing service provider. Customer further acknowledges that it may be assessed termination or other charges by its existing service provider based upon the terms and conditions that apply to such services. NewCloud Networks shall have no responsibility for the payment of other carriers' termination or other charges and such charges shall be the sole responsibility of Customer.

19. **MODIFICATION.** This Agreement shall not be amended, changed, or modified except in writing executed by a representative of Customer and two (2) NewCloud Networks representatives (one of whom must be a NewCloud Networks officer).

20. **ASSIGNMENT.** This Agreement shall be binding on Customer and NewCloud Networks and their respective successors and assigns. This Agreement, however, is subject to immediate termination at the election of NewCloud Networks in the event of any sale by Customer of all or substantially all of its assets or stock or any attempted assignment of this Agreement by Customer.

21. **CONTRACTING ENTITY AND GOVERNING LAW.** The legal entities bound by this Agreement shall be (a) NewCloud Networks, (b) any local NewCloud Networks local subsidiary where the services are being provided, or (c) a combination of the two. This Agreement shall be in all respects governed by and enforced in accordance with the laws of the state where the service are provided. Customer and NewCloud Networks hereby agree that personal jurisdiction and venue for any action concerning this Agreement shall be in Denver, Colorado, and both parties consent to personal jurisdiction and venue in such location.

22. **AUTHORITY TO EXECUTE.** Customer represents that the person executing this Agreement on behalf of Customer is fully authorized to execute and deliver this Agreement on behalf of Customer.

23. **NOTICES.** All notice for the Customer Satisfaction Guarantee or termination of this Agreement must be sent to NewCloud Networks' Customer Care Department at 160 Inverness Drive West, Suite 100, Englewood, CO

80112. Attention: Contract Administrator. All notices to NewCloud Networks shall be sent by certified mail, return receipt requested, or by email to Customercare@NewCloudNetworks.com.

24. **NETWORK RESPONSIBILTY.** Please note that the Customer is responsible for the entire data network piece of the installation, including adequate bandwidth to support the Voice over IP traffic. Customer is also responsible for all network programming, network cabling, all network data equipment, including routers, switches and firewalls, etc. All routers and switches on the network must have Quality of Service (QOS) in order to give the voice traffic priority over the data traffic.

26. **ACCEPTABLE USE POLICY.** Failure to follow ILOKA dba NewCloud Networks' Acceptable Use Policy ("AUP") may result in disconnection of service and/or termination of service. The AUP can be found on NewCloud Networks' web page at www.NewCloudNetworks.com.

____ If Customer is also leasing telecommunications equipment from NEC Financial Services, then, by checking and initialing this paragraph, Customer acknowledges that the charges for T1 services provided to Customer by NewCloud Networks hereunder may be billed to Customer by NEC Financial Services together with its invoices to Customer for monthly rentals and other charges due under its lease(s) with Customer; and agrees that it will timely remit payment to NEC Financial Services for all T1 charges it invoices to Customer. Customer acknowledges that charges for T1 services are separate and apart from any sums it owes to NEC Financial Services for the lease of equipment and that NEC Financial Services will be billing and collecting such T1 charges for NewCloud Networks. _____ (initial here)

(Signature Page to Follow)

newcloud NETWORKS
160 Inverness Drive West, Suite 100, Englewood, CO 80112 Customer Service: 855-255-5001

Customer and NewCloud Networks understand and agree to the terms and conditions set forth in this Agreement:

NewCloud Networks	Customer: **Logan County**
Signature: _____	Signature: _____
Print Name:	Print Name:
Title: Date:	Title: Date:

The prices quoted above do not include any applicable Federal, State, City or other local taxes applied to telecommunications services.

160 Inverness Drive West, Suite 100, Englewood, CO 80112, 866-531-6012

NON-APPROPRIATIONS ADDENDUM

This is an addendum to the Agreement between Logan County ("CUSTOMER") and NewCloud Networks ("NCN"), collectively referred to as the ("Parties"), for telecommunications services, executed by CUSTOMER on the Underlying Agreement.

PURPOSE: this Addendum is to supplement the Underlying Agreement for the contracted Service (s) as follows:

FUTHERMORE, CUSTOMER agrees to each of the following:

1. To include in its budget request appropriations sufficient to cover its obligations under this agreement;
2. To use all reasonable and lawful means to secure the appropriations;
3. It will not use non-appropriations as a means of terminating this agreement in order to acquire functionally equivalent products or services from a third party.

CUSTOMER reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that CUSTOMER is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this addendum and has no other funding source lawfully available to it for such purpose, CUSTOMER may terminate this Agreement by giving NCN not less than thirty (30) days notice. Upon termination and to the extent of lawfully available funds, CUSTOMER shall remit all amounts due and all costs reasonably incurred by NCN through the date of termination.

Except as modified herein, terms and conditions of the Agreement shall remain in full force and effect.

The Parties hereby execute and authorize this addendum as of the latest date shown below:

Logan County	NewCloud Networks
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Name (Typed or Printed)	Name (Typed or Printed)
_____	_____
Title	Title
_____	_____
Date	Date