

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**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, May 10, 2016 - 9:00 a.m.**

**Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda**

Approval of the Minutes of the April 26, 2016 meeting.

Acknowledge the receipt of the Landfill Supervisor's report for the month of April, 2016.

Acknowledge the receipt of the Tourist Information Center Coordinator's report for the month of April, 2016.

**Unfinished Business
New Business**

The Board will hold a public hearing concerning a Special Events Liquor License on behalf of the Logan County Chamber of Commerce for the sale of Malt, Vinous and Spirituous liquor on June 18, 2016 at the Logan County Fairgrounds.

The Board will open proposals for the 2015 Overlay Program.

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

- Tree Sculptures Brochure in the amount of \$1,142.00.
- Heritage Festival in the amount of \$2,500.00.

Consideration of the approval of an agreement between Logan County and Tallgrass Pony Express and the issuance of ROW Permit #2016-5 for use of the county right-of-way across CR 35 between NE/4 of Section 26 and NW/4 of Section 25 of T9N, R53W, Logan County, Colorado for repair of a 20" pipeline.

Consideration of the approval of an agreement between Logan County and Tallgrass Pony Express and the issuance of ROW Permit #2016-5 for use of the county right-of-way across CR 44 between SE/4 of Section 16 and NE/4 of Section 21 of T9N, R53W, Logan County, Colorado for repair of a 20" pipeline.

Consideration of the approval of Exhibit B#1309-16-02, an addition to a software license agreement between Logan County and Computer Information Concepts, Inc. on behalf of the Logan County Finance Department.

Consideration of the approval of an agreement between Logan County and Romeo Entertainment Group to provide consultant services to secure and provide entertainment (A Thousand Horses, Canaan Smith and Jana Kramer) for the Logan County Fair.

Consideration of the approval of an Agency Agreement for Public Service Company of Colorado gas transportation services. The agreement will update the transport service with Continuum that will be transferred to CenterPoint Energy Services.

Other Business

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, May 17, 2016, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

April 26, 2016

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

| | |
|--------------------|--------------|
| Rocky L. Samber | Chairman |
| David G. Donaldson | Commissioner |
| Gene A. Meisner | Commissioner |

Also present:

| | |
|---------------------|----------------------------------|
| Alan Samber | Logan County Attorney |
| Marie Granillo | Logan County Deputy Clerk |
| Rob Quint | Logan County Planning and Zoning |
| 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.

Chairman Samber asked if there were any revisions for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the April 19, 2016 meeting.

Chairman Samber asked to reach out to Jennifer to make it known that as per the announcement last week, Commissioner Donaldson was on an assignment in Denver presenting for a grant at the Colorado Division of Wildlife.

Commissioner Meisner moved to approve the Consent Agenda Tuesday, April 26, 2016 Board meeting. Commissioner Samber seconded and the motion carried 2-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to approve an agreement by and between the Logan County Fair & Rodeo c/o the Board of County Commissioners of Logan County and Kevin Rich d/b/a Wild West Cattle Company for the production of the Professional Bull Riding event at the 2016 Logan County Fair. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber opened a public hearing on Resolution #2016-11.

- Rob Quint from Planning and Zoning addressed the Board on Resolution #2016-11.

Chairman Samber closed the public hearing on Resolution #2016-11.

Commissioner Meisner moved to approve Resolution #2016-11 amending the Logan County Zoning Resolution, Section 7.7, Flood Damage Prevention Regulations, Article III, Section B, Basis for Establishing the Special Flood Hazard Area, for the unincorporated areas of Logan

County, Colorado. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber opened a public hearing on Resolution #2016-12.

- Rob Quint from Planning and Zoning addressed the Board on Resolution #2016-12.

Chairman Samber closed the public hearing on Resolution #2016-12.

Commissioner Donaldson made a motion to approve Resolution #2016-12 granting the renewal of Special Use Permit #182 issued to Keith Roelle, (dba) Double Diamond Farm, LLC, with amendment to allow a swine, farrow-to-finish operation with a maximum capacity of 800,000 pounds, but not more than 4,000 animal units, located in an Agricultural Zone District located in the West Half (W1/2) of Section 23, Township 12 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, May 3, 2016 at 9:00 a.m. in the hearing chambers 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:

Logan County Clerk & Recorder

Approved: May 3, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

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

| FOR APRIL 2016 | TONS | PRICE | CHARGES |
|---|----------------|-----------|--------------------|
| City of Sterling (Packers)CHG SF | 492.35 | @ \$1.17 | \$576.05 |
| City of Sterling (Dump Trucks)CHG CL | 33.07 | @ \$20.00 | \$661.40 |
| City of Sterling Cleanup CHG SFCC | 356.83 | @ \$1.17 | \$417.49 |
| Commercial (Packers & Roll Offs) C | 1021.68 | @ \$21.00 | \$21,455.28 |
| Out of County OC | 42.2 | @ \$42.00 | \$1,772.40 |
| General Public | 268.87 | @ \$21.00 | \$5,646.27 |
| Area Town Clean-ups CPC | 18.99 | @ \$1.00 | \$18.99 |
| Petroleum Contaminated Soil PCS | | @ \$25.00 | \$0.00 |
| <5 TONS ON FREE CERTIFICATES XTON | | @ \$21.00 | \$0.00 |
| Rural Free Certificate Days NC | 68.98 | NC | |
| TOTAL TONS | 2302.97 | | |
| \$10.00 MINIMUM DIFFERENTIAL | | | \$618.90 |
| E-Waste Recycling | 49 ITEMS | | \$378.00 |
| E-Waste Recycling NC | 4 ITEMS | NC | |
| GEW (Government E-Waste) | | lb \$0.08 | \$0.00 |
| Outgoing Recycled Tires/Metal/Wood | | | |
| Car Tires (CHG) | 210 | @ \$5.00 | \$1,050.00 |
| Truck Tires (CHG) | 3 | @ \$8.00 | \$24.00 |
| Car/Truck Tires (NC) | | NC | |
| Tractor Tires (CHG) | 1 | @ \$12.00 | \$12.00 |
| Earth Moving Tires (CHG) | | @ \$20.00 | \$0.00 |
| Tractor/Earth Moving Tires (NC) | | NC | |
| R&B Illegally Disposed Tires & Matts (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 | | | \$4,794.71 |
| CHARGE | | | \$27,856.07 |
| TOTAL | | | \$32,650.78 |
| TOTAL # OF VEHICLES | 806 | | |

Pam Jendig
5/2/2016

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

| APRIL | TONS | CPC (CLOSURE) |
|------------------------|-----------------|-------------------|
| CASH | 260.82 | 394.55 |
| CHARGE | 1159.90 | 1174.11 |
| CITY OF STERLING | 882.25 | NA |
| TOTAL | 2302.970 | \$1,568.66 |
| E-WASTE | 0 | NA |
| GEW | | NA |
| RECYCLED METAL | | NA |
| RECYCLED TIRES | | NA |
| RECYCLED WOOD | 0 | NA |
| GRAND TOTAL TNS | 2302.970 | |

Pam Jerdig
 5/2/2016

Tourist Information Center
Marilee Johnson, Coordinator

April 2016

- For the month of April, we logged 4,749 visitors who signed the guest book inside the Tourist Information Center, compared to 4,590 last month and 4,461 a year ago. The volunteers assisted an average of 158 visitors a day in April, with the busiest day on Mon., April 25 with 292 people.
- Coordinator received two bid proposals for a comprehensive update of the www.exploresterling.com website, operated through the Tourist Information Center. The proposals will be taken under consideration for a formal recommendation for funding from the Logan County Lodging Tax Board.
- We have received 491 leads year to date as part of our 2016 National Park Trips and MyRockyMountainPark.com (Rocky Mountain Journal) marketing program. These email addresses were collected from consumers currently planning trips to the Rocky Mountain region and specifically requested information about Sterling and Logan County. Coordinator is in process of preparing an email campaign to these specific contacts.
- The Volunteer Appreciation Banquet was held Sun., April 24 with 70 staff, volunteers and guests in attendance. Four local businesses donated \$380 in door prizes in appreciation of the volunteers' referrals.
- Coordinator attended the Heritage & Agritourism Workshop in Akron on Tues., April 26. The workshop was presented by the Heritage & Agritourism Program from the Colorado Tourism Office and the Colorado Agritourism Association, and included sessions on public relations, social media, and marketing.
- Staff and volunteers continuing to seek information from local businesses to help us direct traffic into Sterling and/or other Logan County municipalities.
- Coordinator working to regularly promote Sterling and Logan County through social media outlets and website/blog.
- Referrals to local businesses/attractions in April include:

| | | | | | |
|----------------|---|-----------------------|----|-------------------------|----|
| Antique Stores | 4 | High Plains Spice | 1 | Parks | 1 |
| Barb's Gifts | 1 | Home Depot | 1 | Quilts 'n Creations | 17 |
| Cemetery | 1 | J & L Café | 12 | River City Grill | 1 |
| Dairy Queen | 1 | Motels | 10 | Sterling Public Library | 1 |
| Downtown | 1 | N Sterling State Park | 3 | Sterling Rec Center | 1 |
| Fast Food | 4 | Old Town Bistro | 3 | Sterling Reg MedCenter | 1 |
| Fiberspace | 3 | Other Restaurants | 5 | Tree Sculptures | 1 |
| Gas | 2 | Other Stores/Retail | 1 | Walgreens | 1 |
| Grocery Store | 1 | Overland Trail Museum | 9 | Walmart | 3 |

| TOURIST INFORMATION CENTER MONTHLY VISITORS TOTALS | | | | | | | | | | | | | | |
|---|---------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 |
| JANUARY | 2,655 | 3,192 | 2,517 | 3,368 | 2,370 | 2,947 | 2,708 | 3,003 | 2,985 | 2,703 | 2,710 | 3,006 | 2,772 | 2,984 |
| FEBRUARY | 2,551 | 2,834 | 3,456 | 3,138 | 2,742 | 3,713 | 2,892 | 2,985 | 2,552 | 2,062 | 2,416 | 3,042 | 2,716 | 2,839 |
| MARCH | 4,237 | 6,107 | 5,696 | 5,422 | 6,278 | 6,019 | 5,163 | 4,770 | 5,682 | 4,074 | 3,802 | 5,121 | 3,702 | 4,590 |
| APRIL | 4,512 | 5,824 | 5,166 | 5,660 | 5,053 | 4,891 | 4,407 | 4,905 | 5,178 | 3,098 | 3,885 | 4,865 | 4,461 | 4,749 |
| MAY | 8,570 | 9,110 | 7,845 | 7,220 | 7,471 | 7,653 | 7,911 | 7,551 | 7,083 | 6,177 | 6,729 | 7,149 | 6,118 | |
| JUNE | 13,713 | 15,571 | 13,042 | 12,899 | 12,453 | 11,397 | 11,943 | 11,676 | 11,203 | 9,867 | 10,282 | 9,950 | 8,593 | |
| JULY | 17,903 | 21,568 | 16,789 | 14,296 | 15,794 | 15,672 | 13,800 | 14,109 | 15,884 | 11,406 | 12,998 | 12,239 | 11,186 | |
| AUGUST | 14,518 | 14,573 | 11,577 | 10,699 | 12,172 | 10,518 | 10,892 | 11,663 | 10,970 | 9,190 | 8,978 | 9,470 | 8,458 | |
| SEPTEMBER | 8,451 | 10,457 | 8,019 | 7,220 | 8,051 | 8,051 | 8,307 | 8,159 | 8,703 | 7,155 | 4,608 | 6,494 | 7,213 | |
| OCTOBER | 5,615 | 5,918 | 5,107 | 4,985 | 6,219 | 5,437 | 5,306 | 5,802 | 5,922 | 5,295 | 3,975 | 6,524 | 5,923 | |
| NOVEMBER | 3,990 | 3,229 | 3,742 | 3,899 | 4,432 | 3,926 | 4,317 | 4,408 | 3,552 | 3,565 | 3,009 | 3,914 | 4,730 | |
| DECEMBER | 4,069 | 3,625 | 3,851 | 3,228 | 4,340 | 3,642 | 3,119 | 4,122 | 3,710 | 3,580 | 4,297 | 3,717 | 3,419 | |
| TOTAL | 90,784 | 102,008 | 86,807 | 82,034 | 87,375 | 83,866 | 80,765 | 83,153 | 83,424 | 68,172 | 67,689 | 75,491 | 69,291 | 15,162 |

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

| | |
|---|---|
| LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR: 2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY 2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY | DO NOT WRITE IN THIS SPACE LIQUOR PERMIT NUMBER |
|---|---|

| | |
|--|-----------------------------------|
| 1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Logan County Chamber of Commerce | State Sales Tax Number (Required) |
|--|-----------------------------------|

| | |
|---|--|
| 2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) P.O. Box 1983 Sterling, CO 80751 | 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) 1120 Pawnee Ave. Sterling, CO 80751 |
|---|--|

| NAME | DATE OF BIRTH | HOME ADDRESS (Street, City, State, ZIP) | PHONE NUMBER |
|--|---------------|---|--------------|
| 4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Kim Sellers | 12/30/1965 | 306 Forest Road, Sterling CO 80751 | 970-571-2263 |
| 5. EVENT MANAGER Tom Bedford | 07/21/1962 | 312 2nd Street, Sterling CO 80751 | 970-520-7552 |

| | |
|---|--|
| 6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____ | 7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____ |
|---|--|

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

| Date | Date | Date | Date |
|---|----------------|----------------|----------------|
| Hours From .m. | Hours From .m. | Hours From .m. | Hours From .m. |
| June 18, 2016 From 11:00 a.m. To 11:59 p.m. | | | |

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

| | | |
|-----------|-----------------------|---------------------|
| SIGNATURE | TITLE <i>Director</i> | DATE <i>4-15-16</i> |
|-----------|-----------------------|---------------------|

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

| | | |
|--|--|---------------------------------------|
| LOCAL LICENSING AUTHORITY (CITY OR COUNTY) | <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY | TELEPHONE NUMBER OF CITY/COUNTY CLERK |
| SIGNATURE | TITLE | DATE |

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

| LIABILITY INFORMATION | | | |
|------------------------|----------------|------------|-------|
| License Account Number | Liability Date | State | TOTAL |
| | | -750 (999) | \$. |

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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

**REQUEST FOR PROPOSALS
2016 ASPHALT OVERLAY**

The Board of Logan County Commissioners is requesting proposals from qualified contractors for asphalt overlay projects. Specifications are available at the address below. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, May 9, 2016. Proposals will be opened at 9:00 a.m. on Tuesday, May 10, 2016 at the Logan County Courthouse, 315 Main Street, Sterling.

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

LOGAN COUNTY LODGING TAX BOARD

FUNDING REQUEST FORM

Date: 5/2/16 Project Title: Tree Sculptures Brochure

Responsible Party: (Signature) Marilee Johnson, TIC Coordinator

Funds Payable to: (Organization) Royal Printing

Mailing Address: 211 Front 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: May 2016

Total cost of project: \$1,142

Amount requested: \$1,142

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. Re-print 1,000 4-color, two-sided, tri-fold copies of the Bradford Rhea Tree Sculptures brochure. Distribution at the Sterling Visitors Center and Julesburg Welcome Center.

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 \$ 1142 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 5/2/2016

LCLTB Treasurer's Endorsement: [Signature] Date: 5/2/16

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

Quotation

Royal Printing Company

john@royalprints.biz
Toll Free 1.866.567.3077

211 North Front Street
P.O. Box 148
Sterling, Colorado 80751

970.522.3077
Fax 970.522.0811

For Logan County Tourism Council Date 4/27/16

Description Bractford Area folded flyer Quantity see below Ink color

Data _____ Stock 244 Size 11x17 Bindery _____

fold to 8.5x11 the in 1/3-rds

1000 - \$1142.00

2500 - \$2444.00

5000 - \$4742.00

By John _____

All quotes are F.O.B. point of origin, valid for thirty days, except where noted.

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

Date: May 2, 2016 Project Title: Heritage Festival

Responsible Party: (Signature)

Kay Reed

Funds Payable to: (Organization) City of Sterling/Overland Trail Museum

Mailing Address: P.O. Box 4000 Sterling, Colorado 80751

By completing this form, the responsible party agrees to include the words "Funds provided by the Logan County Lodging Tax" and the Lodging Tax logo, when appropriate, 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: July 4, 2016

Total cost of project: 6500.00

Amount requested: 2500.00

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

Requested funds will be used for advertising for the July 4th Heritage Festival at the Overland Trail Museum. This event attracts 2500-4000 visitors each year from around the state and from around the country. It is projected that many visitors will use the long July 4th weekend to stay in the area possibly visiting the North Sterling Reservoir and other sites in the Logan County area.

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 \$2500.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:

[Signature]

Date: 5/2/2016

LCLTB Treasurer's Endorsement

[Signature]

Date: 5/2/16

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 MAY 2012

Heritage Festival 2016

July 4th Heritage Festival 2016 at the Overland Trail Museum promises to be a fun, family-friendly event with entertainment, historic crafters, children's activities and more. The museum proudly focuses this celebration on our unique western heritage through music, presentations, exhibits and activities.

The day will begin with the traditional flag raising ceremony which will be done by historic interpreter, Buffalo Bill Cody. Following the National Anthem and the balloon release, visitors will follow Bill Cody to Heidi Park where he will give a fascinating historic presentation. Headlining our entertainment stage will be the Ramblin' Rangers, a duo from South Dakota who bring to life western stories and songs. Local Musicians, Dennis Fuller and Richard Ontiveros will entertain during the lunch hour and local musicians will also be entertaining in the courtyard gazebo. Local historian, Bill Benson, will be speaking in the High Plains Education Center.

Children's activities will include gold panning, yarn doll making, carnival games, a squirt gun shoot out and more! Children and adults will enjoy watching Sam the Blacksmith as well as learning about leather-crafting, quilting, spinning and other heritage crafts.

Museum staff and volunteers will be serving lemonade, ice cream and cookies from the 100 year old Dailey Store and food vendors will be serving lunch to our visitors.

Heritage Festival is sponsored by the City of Sterling, Logan County Commissioners, Logan County Lodging Tax Board, Logan County Historical Society, Rural Transportation Authority and KPMX Radio.

**Heritage Festival Budget and advertising budget attached*

HERITAGE FESTIVAL BUDGET 2016

Entertainment and speakers

Entertainment

- Buffalo Bill \$450.
- Ramblin' Rangers \$600.
- Exit 125 \$100.
- Courtyard entertainers \$200.
- Sound system \$400.00 + \$100.00/Emcee
- HPEC speakers (Bill Benson) \$100.

TOTAL ENTERTAINMENT \$1950.

TOTAL ADVERTISING (estimate) \$2700.

Miscellaneous

| | |
|--|----------|
| Children's Activities | \$250.00 |
| Heritage Craft demos | \$600.00 |
| Blacksmith (LCHS) | \$200.00 |
| Coopersmith | \$150.00 |
| Volunteer meals | \$350.00 |
| Other supplies (Ice, decorations etc.) | \$300.00 |

TOTAL MISC. \$1850.00

Total budget \$6500.00

Funds and funds being requested:

| | |
|---------------------------------|---------|
| City of Sterling | \$2300. |
| Logan County Historical Society | \$200. |
| Lodging Tax Board | \$2500. |
| Commissioners | \$1500. |

TOTAL Funds \$6500.

Other/In-Kind:

| | |
|---|---|
| Tables, dumpsters, set-up, clean-up, facility, all staffing | City of Sterling/Museum |
| Stage, benches, tables, mule | Logan County |
| Volunteer help | Logan County Historical Society |
| Shuttle service | South Platte Valley Regional Transportation Authority |

Advertising (ESTIMATES)

| | | | |
|---|--------------------------------|---|-----------|
| Journal Advocate –Sterling only (matching ads – 4x) | | \$600. <u>(includes website ad)</u> | |
| Fort Morgan, Brush, Akron & Julesburg | | \$400. | } \$2500. |
| Haxtun | \$124. | } 1 time 3 x 7 ad | |
| Holyoke | 128. | | |
| Yuma | 122. | | |
| Wray | 123. | | |
| Sydney | 189. | | |
| Radio ads (KPMX sponsoring station) | | | \$400.00 |
| Sentinel | | \$200.00 | |
| Chamber digital sign | In-kind | | |
| Crosstalk/KSTC | In-kind | | |
| KPMX interviews | In-kind | | |
| Color Posters (150) | | \$200.00 (Distributed within a 100 mile radius of Sterling) | |
| 11 x 17 color \$1.33/ea | | | |
| Printing of posters & delivery travel expense | City of Sterling budget | | |
| TOTAL ADVERTISING | | \$2700. | |

(Last years advertising receipts)

2015 receipts submitted to LOGAN COUNTY LODGING TAX BOARD

Overland Trail Museum Heritage Festival advertising:

1. Prairie Mountain Publishing TOTAL: \$1890.20
 This includes advertising in the Sterling Journal Advocate as well as advertising in Fort Morgan, Brush, Akron, Julesburg, Haxtun, Holyoke, Yuma, Wray and Sidney
 2. KPMX/KSIR TOTAL: \$398.80
 3. South Platte Sentinel TOTAL \$187.50
- TOTAL **\$2476.50**

Name: Tallgrass
Address: NE4 Sect 26, NW4 Sect. 25, T9N-R53W
Row Permit # 2016-4

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express the undersigned easement holder or landowner, hereinafter called "Applicant". Pipeline, LLC

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): C.R. 35 bwt NE/4 Sec 26 and NW/4 Sec 25 of T9N-R53W Logan County, Colorado; and

WHEREAS, Applicant desires to install and construct ~~x~~ repair 20" pipeline, which will be located (**Circle One**) along, bore under, or (**trench across**) C.R. 35, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct & repair 20" pipeline, described above, in the right of way of C.R. 35, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than June 15, 2016.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

TALLGRASS ROW2016-4
Trench across CR 35
NE4 Section 26-09-53
and NW4 Section 25-9-53

Name: Tallgrass
Address: NE4 Sect. 26 and NW4 Sect. 25-T9N-R53W
Row Permit # 2016-4

Applicant hereby releases the County from any liability for damages caused by said 20" pipeline repair, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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

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

Other Provisions: _____

Owner #1
See attached letter Printed name Mark & Julie Kelly
Signature _____

Owner #2
Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:
Robin Carlsen - Agent 303-738-9613
Printed name _____
Robin Carlsen
Signature _____
Address: TPEP - attn: Tom Tripp
340Van Gordon Street
Lakewood, CO 80228-1519
303-763-3334

Application Fee Paid _____
Date _____

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

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

**TALLGRASS ROW2016-4
Trench across CR 35
NE4 Section 26-09-53
and NW4 Section 25-9-53**

Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

Name: Tallgrass
Address: NE4 Sect. 26 and NW4 Sect. 25-T9N-R53W
Row Permit # 2016-4

- Applicant hereby releases the County from any liability for damages caused by said 20" pipeline repair, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.
- No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
- Other Provisions: _____

Owner #1
See attached letter Printed name Mark & Julie Kelly

Signature
Owner #2 [Signature] Printed Name Shirley Vanway AKA "Cricket" Mason
Signature

Individual Right-of-Way Permit Applicant:
Robin Carlsen - Agent 303-738-9613
Printed name
[Signature]
Signature
Address: TPEP - attn: Tom Tripp
340 Van Gordon Street
Lakewood, CO 80228-1519
303-763-3334

Application Fee Paid \$200.00 Ret. #117 ✓ #14776
Date _____

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

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

Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

Rev. 5/2015

TALLGRASS ROW2016-4
Trench across CR 35
NE4 Section 26-09-53
and NW4 Section 25-9-53

TALLGRASS ROW2016-4
Trench across CR 35
NE4 Section 26-09-53
and NW4 Section 25-9-53

PXP Dig K190210 Road Crossing Detail
Logan County, CO

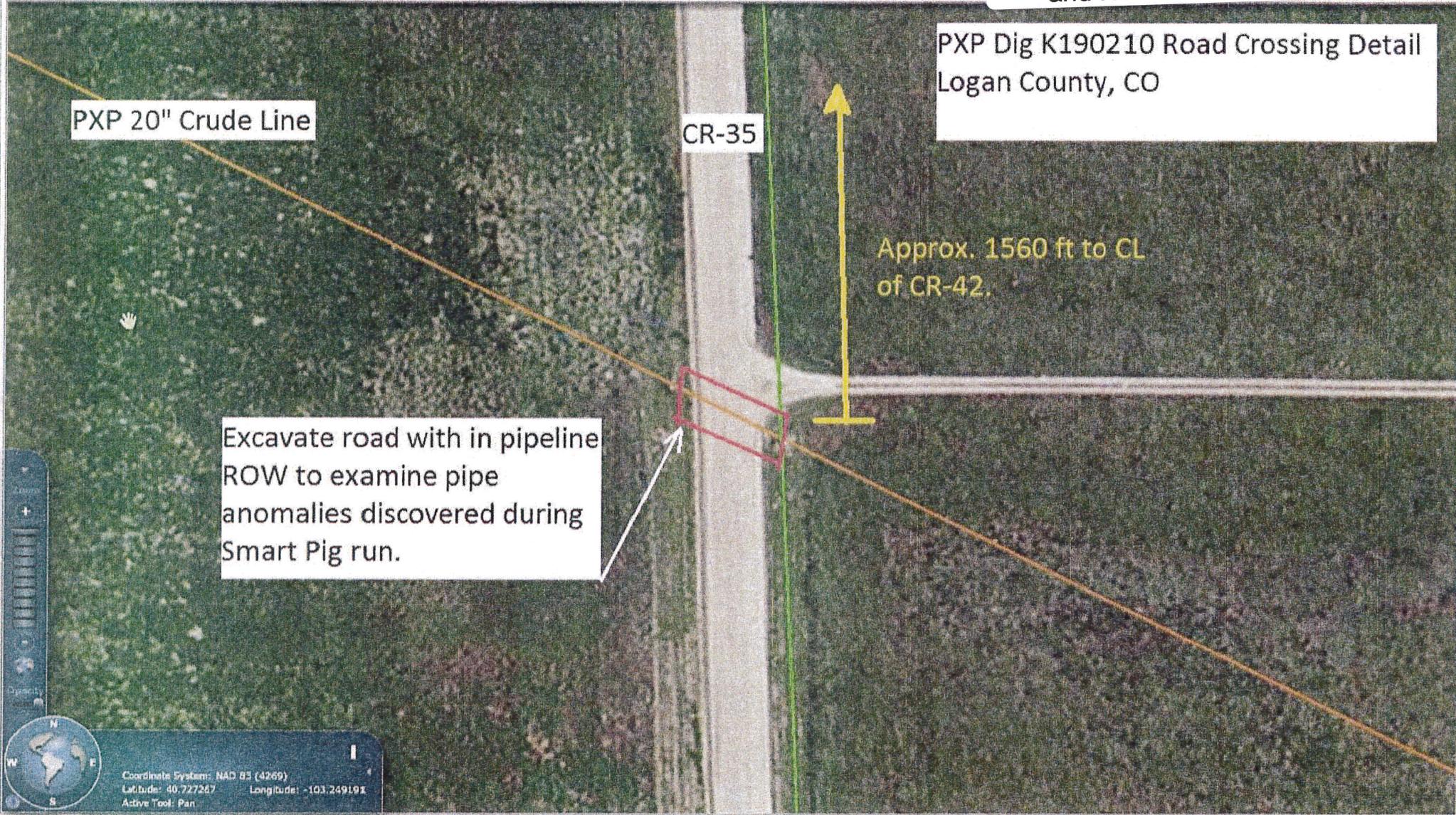
PXP 20" Crude Line

CR-35

Approx. 1560 ft to CL
of CR-42.

Excavate road within pipeline
ROW to examine pipe
anomalies discovered during
Smart Pig run.

Coordinate System: NAD 83 (4269)
Latitude: 40.727267 Longitude: -103.249191
Active Tool: Pan





TALLGRASS PONY EXPRESS PIPELINE, LLC

March 31, 2016

Mark and Julie A Kelley
14368 CR 53
Arapahoe, CO 80802

RE: Pipeline Maintenance
T9N-R53W Section 26: Pt NE/4
Logan, County, CO

Dear Mr. and Mrs. Kelly,

I have been unsuccessful locating a telephone number for you so I wanted to send a letter explaining the proposed maintenance work Tallgrass will need to perform on the above captioned lands.

The purpose of this project is to expose and inspect the pipeline. The proposed excavation by Tallgrass consist of excavating a hole in an OSHA acceptable manor to expose the pipe on both sides and underneath the pipeline utilizing the entire width of the Tallgrass easement including the storage of the soils removed. Upon completion of the inspection Tallgrass may elect to bring in some additional materials to sleeve and recoat the pipeline prior to back filling the excavation. The excavation location will be re-graded to as close to the 'as found' grading as is reasonably possible. The work will take approximately 3 to 4 days.

Tallgrass anticipates accessing the location in the next couple weeks, weather permitting. Should you have any questions concerning the proposed work please feel free to call me at the telephone number set out below.

Upon completion of construction Tallgrass will be back in contact with you to discuss damages.

Sincerely,

A handwritten signature in black ink that reads "Robin Carlsen". The signature is written in a cursive, flowing style.

Robin Carlsen
Agent
303-738-9613

TALLGRASS ROW2016-4
Trench across CR 35
NE4 Section 26-09-53
and NW4 Section 25-9-53

Name: Tallgrass
Address: SE4 of 16-09-53 and NE4 of 21-09-53
Row Permit # 2016-5

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Tallgrass Pony Express the undersigned easement holder or landowner, hereinafter called "Applicant". Pipeline, LLC

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): C.R. #44 bwt SE/4 Sec 16 and NE/4 Sec 21 of T9N-R53W, Logan County, Colorado; and

WHEREAS, Applicant desires to install and construct ~~✕~~ repair 20" pipeline, which will be located (Circle One) along, bore under, or trench across C.R. 44, to benefit the above described premises; and

WHEREAS, the County is willing to allow such installation and construction by Applicant, but only upon the terms and covenants contained herein.

NOW, THEREFORE, in consideration of paying the County the sum of \$100.00 or \$200.00 and keeping of the terms and covenants contained herein, the parties agree as follows:

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct & repair 20" pipeline described above, in the right of way of C.R. 44, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than July 15, 2016.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53

Name: Tallgrass
Address: SE4 of 16-09-53 and NE4 of 21-09-53
Row Permit # 2016-5

- Applicant hereby releases the County from any liability for damages caused by said 20" pipeline repair, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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

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

- Other Provisions: _____

Owner #1 _____ Printed name State of Colorado - Wilbur Strickert 970-522-0975
Signature _____
Owner #2 _____ Printed Name Whittier Investment Co., Inc. 958-454-3046
Signature _____

Individual Right-of-Way Permit Applicant:
Robin Carlsen - Agent 303-738-9613
Printed name _____
Robin Carlsen
Signature _____
Address: TPEP - Tom Tripp
340 Van Gordon Street
Lakewood, CO 80228-1519
303-763-3334

Application Fee Paid \$200
Date 4-26-2016 ✓ # 14777

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

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

Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53

Name: Tallgrass
Address: SE4 of 16-09-53 and NE4 21-09-53
Row Permit # 2016-5

Applicant hereby releases the County from any liability for damages caused by said 20" pipeline repair, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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Other Provisions: _____

Owner #1 Wilbur Strickert Printed name State of Colorado - Wilbur Strickert 970-522-0975
Signature _____

Owner #2 _____ Printed Name Whittier Investment Co., Inc.
Signature _____

Individual Right-of-Way Permit Applicant:
Robin Carlsen - Agent 303-738-9613
Printed name _____

Signature _____
Address: TPEP - Tom Tripp
340 Van Gordon Street
Lakewood, CO 80228-1519
303-763-3334

Application Fee Paid \$200
Date 4-26-2016 ✓ #14777

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53

Name: Tallgrass
Address: SE4 of 16-09-53 and NE4 of 21-09-53
Row Permit # 2016-5

- Applicant hereby releases the County from any liability for damages caused by said 20" pipeline repair, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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

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

- Other Provisions: _____

Owner #1 _____ Printed name State of Colorado - Wilbur Strickert 970-522-0975

Signature _____
Owner #2 Thomas J. Groves Printed Name Whittier Investment Co., Inc.
Signature _____ President

Individual Right-of-Way Permit Applicant:
Robin Carlsen - Agent 303-738-9613
Printed name

Signature _____
Address: TPEP - Tom Tripp
340 Van Gordon Street
Lakewood, CO 80228-1519
303-763-3334

Application Fee Paid \$200
Date 4-26-2016 ✓ # 14777

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

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

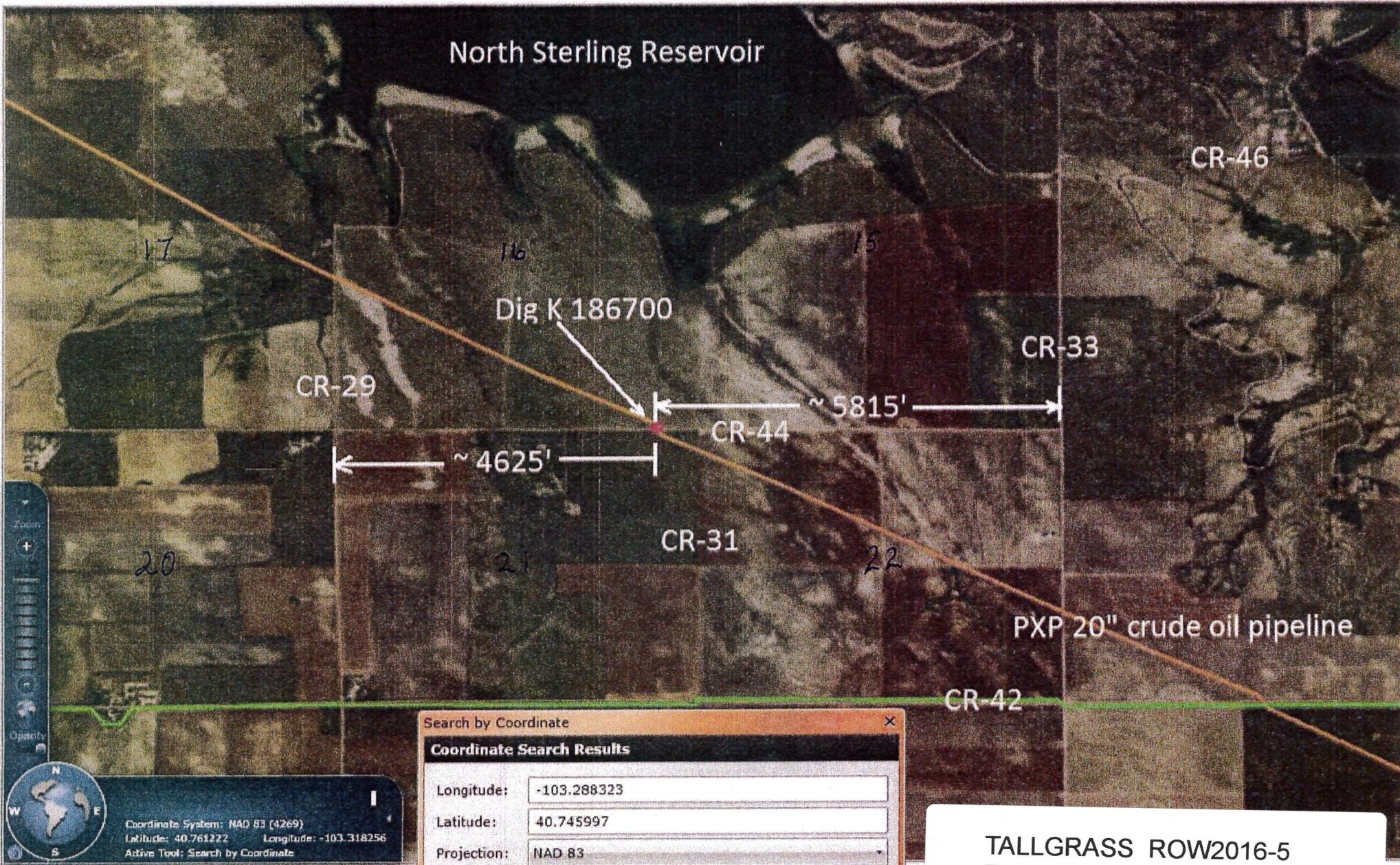
- _____
Rocky Samber (Aye) (Nay)

- _____
Gene Meisner (Aye) (Nay)

- _____
David G Donaldson (Aye) (Nay)

TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53

T9N-R53W



TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53



COLORADO

State Land Board

Department of Natural Resources

North Central District
360 Oak Avenue
Suite 110
Eaton, CO 80615
P 970.454.5279

Northeast District
318 West Main Street
Sterling, CO 80751
P 970.522.0975

Southeast District
700 S. Main St.
Lamar, CO 81052
P 719.336.3031

Northwest District
555 Breeze St. #110
Craig, CO 81626
P 970.824.2850

South Central District
4718 N. Elizabeth St.
Suite C
Pueblo, CO 81008
P 719.543.7403

Southwest District
P.O. Box 88
305 Murphy Dr. #A
Alamosa, CO 81101
P 719.589.2360

May 3, 2016

LOGAN BOARD OF COUNTY
COMMISSIONERS
LOGAN CNTY FINANCE OFFICE
315 MAIN ST
STERLING CO 80751

RE: Agreement to Use Logan County Right-Of-Way

Tallgrass energy holds ROW # 1126 , located on Section 16-9N-53W, Logan County. This ROW gives Tallgrass the right to construst the necessary repairs on this pipeline.

The State Land Board is in favor of Tallgrass's repairs but the Land Board is not liable for any of the terms of the application/permit.

The responsibility for those terms should rely soley on Tallgrass Energy. If you have any questions or concerns feel free to call the Northeast District Office at 970-522-0975.

Sincerely

Wilbur Strickert
NE District Manager

Cc: Tallgrass Energy

TALLGRASS ROW2016-5
Trench across CR 44
SE4 Section 16-09-53
and NE4 Section 21-09-53



Exhibit – B#1309-16-02

Annual Peopeware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October 2016

PRODUCTS / SERVICES TO BE PROVIDED:

| <u>Description</u> | <u>Qty</u> | <u>Net</u> |
|---|------------|-----------------|
| Hardware/Supplies | | |
| CIC Installation/Configuration of CIC Software – DESKTOP Response – One (1) Laptop Provided by Logan County (Hours) | 2 | \$300.00 |
| Software/Transition | | |
| INSTANT Sharing / Seat Software & Installation / Training – 100% Remote | 1 | \$95.00 |
| Support | 1 | 95.00 |
| TOTAL PRODUCTS / SERVICES NET PRICE | | \$490.00 |

EXPENSES

Miscellaneous Expenses, i.e. travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

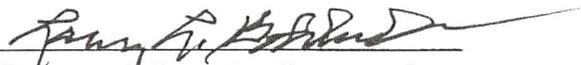
Fax a signed copy of this Exhibit to (970) 330-0839.

Your payment of \$490.00 will then be due and payable upon our satisfactory delivery of the Products / Services

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within ninety (90) days after CIC's receipt of the signed Exhibit

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: 
Computer Information Concepts, Inc.

By: _____
Customer

4/28/16
Exhibit Date

Acceptance Date

ROMEO ENTERTAINMENT GROUP

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

AGREEMENT made this 12TH day of APRIL 2016, by and between ROMEO ENTERTAINMENT GROUP, INC. ("Entertainment Consultant"), a Nebraska Corporation, with its principal place of business at 5247 N. 129th St., Omaha, NE 68164 and the LOGAN COUNTY FAIR, a COLORADO Company, with its principal place of business at 1120 Pawnee Ave., Sterling, CO 80751 ("Buyer").

NOW THEREFORE, In Consideration of the mutual promises and agreements contained herein, the parties agree as follows:

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

A THOUSAND HORSES and CANAAN SMITH with special guest Jana Kramer

Saturday, August 6, 2016

SET LENGTH: A Thousand Horses (60 min.), Canaan Smith (60min.), Jana Kramer (45 min.)

SHOW TIME: 8:00 PM Jana Kramer, approx. 9:00 PM Canaan Smith, and approx. 10:15 PM A Thousand Horses

PRICE: \$100,000 FLAT GAURANTEE PLUS 85% OF THE NET BOX OFFICE RECEIPTS OVER \$140,000 PLUS 50% OF THE ARTIST MERCHANDISE GOING TO THE VENUE, Local Ground Transportation, and lodging for an REG service representative. (INCLUDES ENTERTAINMENT CONSULTANT SERVICE FEE) (FEE GUARANTEED - RAIN OR SHINE).

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

NOTES: Buyer to hold 20 tickets for potential label purchase for Canaan Smith.

VENUE: Logan County Fairgrounds - Sterling, CO (the "Premises").

CAPACITY: 8400 less 400 comps **TICKET PRICES:** 8000 @ \$29 **GP:** \$232,000 (not to exceed)

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

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

2. **PAYMENT TO ENTERTAINMENT CONSULTANT.** Buyer shall pay the sum of **\$100,000 Flat Guarantee Plus 85% of Net Box Office Receipts over \$140,000 Plus 50% of the artist merchandise going to the Venue to ROMEO ENTERTAINMENT GROUP, INC. on August 6, 2016**, in Cash or by Venue, Certified or Bank Cashier's Check no later than the time scheduled for the last of such attractions. Entertainment Consultant fee is in addition to any charges for block-buy tours or packaged tours, which are owned, created or implemented by the Entertainment Consultant. In the event that inclement weather prevents any of such attractions from appearing on the Premises, payment shall nevertheless be made to Entertainment Consultant in full. In the event of cancellation by Buyer, Entertainment Consultant shall be discharged from any further liability hereunder and shall be entitled to retain any deposit(s), whether received or due, thereto paid by Buyer in addition to Entertainment Consultant's other legal and equitable remedies. **BUYER SHALL PAY ALL SALES, USE AND OTHER SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT AS IT PERTAINS TO THIS AGREEMENT.**

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

4. **INDEMNITY AND INSURANCE.** Buyer assumes full responsibility for the operation of Premises where Buyer's event will take place and all facilities and equipment thereon and will indemnify and hold the Entertainment Consultant and its employees, officers and agents, harmless from any claims, liabilities, damages, costs and expenses arising out of any such operations, contracts or transactions relating to this Agreement. Buyer shall indemnify Entertainment Consultant from any act or omissions of the Buyer's representatives or other agents, whether occurring within or outside the scope of the representative's agency, employment or duties. For these purposes, Buyer will keep in force during the duration of this agreement all customary forms of insurance, including comprehensive public liability, with Entertainment Consultant as named insured as its interest appears, with a limit to be no less than one million dollars (\$1,000,000.00 per industry standard) and workmen's compensation in such amounts and with such carriers as shall be approved by the Entertainment Consultant. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Entertainment Consultant upon request. Entertainment Consultant will indemnify and hold the Buyer and its employees, officers and agents, harmless from any claims, liabilities, damages, costs and expenses arising out of the performance of or failure to perform Entertainment Consultant duties, or any acts or omissions of the Entertainment Consultant's representative, whether occurring within or outside the scope of representative's agency, employment or duties. Entertainment Consultant shall keep in force during the duration of this Agreement all customary forms of insurance, including comprehensive general liability (with a limit to be no less than one million dollars \$1,000,000.00) and shall ensure that all Entertainment Consultant employees are protected by workers compensation in such amounts and with such carriers as shall be approved by the Buyer. Certificates of such insurance containing a non-cancellation without notice clause will be furnished to the Buyer upon request.

5. **ACTS OF GOD.** Entertainment Consultant shall not be responsible or liable in any way for any resulting loss or damage if the performance of any provision of this Agreement is delayed or prevented by any act of God or any cause, contingency or circumstance beyond Entertainment Consultant's control, any of which shall excuse Entertainment Consultant from the performance of this Agreement.

6. **NOTICES.** All notices and communications required or permitted under this agreement shall be in writing and delivered personally, or via electronic mailing service, or sent by certified mail, postage prepaid, addressed to the party for whom intended at the addresses shown at the beginning of this agreement or to such other addresses as may be designated by the parties in writing.

7. **COMPLETE AGREEMENT.** This instrument contains the complete understanding and agreement of the parties and no representations, inducements, promises, agreements or undertakings, whether oral or written, express or implied, shall have any force or effect. No modification or amendment may be made except by writing executed by both parties. The parties represent and warrant that they have the authority to bind their respective organizations to this Agreement. A facsimile or electronic mail transmitted document may constitute an original document.

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

ROMEO ENTERTAINMENT GROUP, INC.

LOGAN COUNTY FAIR

By: _____
Jenny Fitzpatrick o/b/o Fran Romeo- President

By: _____

CONTRACT ADDENDUM

Producer: SOPHIE DOG TOURING, INC.

Buyer: LOGAN COUNTY FAIR

Performance Date: SATURDAY, AUGUST 6, 2016

Location: Logan County Fairgrounds, Sterling, CO

1. **CONFLICT WITH CONTRACT:** All terms of this Addendum shall supersede any conflicting terms in the Contract/Producer rider, solely to the extent of conflict.
2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.
3. **MERCHANDISING:** Except as may otherwise be stated on the contract face, Producer shall pay ~~twenty-five percent (25%)~~ of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax. ~~Producer shall provide all necessary sellers.~~
4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION:** Except as may otherwise be stated on the contract face, Artist/Producer shall not perform publicly within a radius of 150 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 days following the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.
5. **SOUND LEVEL CONTROL:** It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.
6. **MEET & GREET / MARKETING:** Artist agrees to conduct a meet & greet with no more than 30 at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Purchaser may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways.
7. **ADVANCE WITH BUYER:** Producer's representative shall contact ~~MARILEE JOHNSON @ (970) 580-6138~~, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make best efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.
8. **TAX & INSURANCE INFORMATION/PAYMENT:** Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy. Upon request, Producer shall provide proof of such insurance.
9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within a reasonable time prior to show.
10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.
11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.
12. **DRESSING ROOMS:** Event does not provide dressing rooms or showers. Please use Artist bus.

ACCEPTED AND AGREED:

ACCEPTED AND AGREED:

PRODUCER

BUYER



Logan County - Colorado
315 Main St., Suite 2
Sterling, CO 80751

Dear Valued Customer:

Due to the ownership change that is taking place between Continuum Retail Energy Services (Continuum) and CenterPoint Energy Services, the utility is requiring an updated Agency Agreement. Enclosed with this letter, is the requested prepopulated Agency Agreement form, encompassing of all the meters currently on transport service with Continuum that will be transferred to CenterPoint Energy Services. Please review, execute and return before the May 15, 2016 deadline to ensure a seamless transition.

Return To:

Mail: 303 E 17th Ave., Suite 850
Denver, CO 80203

Email: WestOpsRetail@ContinuumES.com

Fax: (303) 457-2690

Please feel free to contact your sales rep or our customer service team at (877) 573-6695 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Morin". The signature is fluid and cursive, with a large initial "J" and "M".

James E. Morin
Director C&I Sales – West Region

**AGENCY AGREEMENT
FOR PUBLIC SERVICE COMPANY OF COLORADO
GAS TRANSPORTATION SERVICES
(FOR USE WITH MASTER AGREEMENTS)**

The undersigned, by and on behalf of LOGAN COUNTY (Receiving Party), having a mailing address of 315 Main St., Suite 2, Sterling, CO, 80751, hereby designates CenterPoint Energy Services, Inc. (Agent Shipper), having a mailing address of 303 East 17th Ave, Suite 850, Denver, CO 80203, as its agent, with full authority to act on its behalf in obtaining and managing gas transportation service provided by Public Service Company of Colorado (Company), as specified below, for the transportation of gas supplies from Company's Receipt Points to Receiving Party at the following Delivery Point(s):

110 RIVERVIEW RD STERLING, CO 80751-8490

Premise: 301288416

Receiving Party authorizes Agent Shipper to act on its behalf in contracting for gas transportation services provided by Company, arranging for the delivery of gas quantities to Company's Receipt Point(s) for Receiving Party including submitting all nominations therefore, managing gas transportation imbalances incurred on behalf of Receiving Party, receiving invoices from Company and paying all applicable charges for gas transportation service provided by Company to Receiving Party at the above Delivery Point(s). Receiving Party represents and warrants that it has not entered into a gas transportation service agreement with Company for deliveries to the above Delivery Point(s), but instead is hereby designating Agent Shipper to enter into such agreement with Company for that purpose on its behalf.

Agent Shipper and Receiving Party acknowledge that all service provided by Company is for the benefit of Receiving Party, and in the event that Agent Shipper or Receiving Party fails to make timely payment for service provided by Company, or otherwise is in default under the provision's of Company's Gas Transportation Tariff, this Agency Agreement may be revoked by Company and all service provided shall be subject to termination in accordance with Company's Gas Transportation Tariff. If such termination of service is as a result of Agent Shipper's failure to make payment, Receiving Party shall not be entitled to continued service, regardless of whether Receiving Party has made payment to Agent Shipper, until Company receives full and complete payment. Agent Shipper and Receiving Party shall be jointly and severally liable for all payments due and owing Company for all services provided.

As of the date in Section 9 below, Agent Shipper shall be authorized, in the following manner, to act on Receiving Party's behalf in obtaining and managing Company's gas transportation services.

- 1.) Agent Shipper shall be authorized to negotiate and execute gas transportation service agreement(s) with Company for the delivery of gas from various Receipt Points to the Delivery Point(s) specified above on behalf of Receiving Party. Receiving Party acknowledges and agrees that such agreement may be a Master Agreement, as defined in the Gas Transportation Tariff, that may include additional delivery points to other Receiving Parties that similarly have designated Agent Shipper as their agent.
- 2.) Receiving Party acknowledges and agrees that, in order for Agent Shipper to carry out its responsibilities hereunder, Agent Shipper shall have access to daily transportation quantities for all Delivery Points specified above. In addition, Agent Shipper shall be authorized to obtain from Company information pertaining to Receiving Party's historical natural gas utilization at the Delivery Point(s) specified above.

- 3.) Agent Shipper shall nominate to Company, on Receiving Party's behalf for each of the Delivery Point(s) specified above, and otherwise schedule gas to meet Receiving Party's daily volume requirements and to resolve any and all gas transportation imbalances in accordance with the Company's Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission. Agent Shipper authorizes the following personnel from its organization to make binding nominations for this purpose.

| <i>Name:</i> | <i>Title:</i> | <i>Phone Number:</i> |
|------------------|--------------------|----------------------|
| <i>Pat Daily</i> | <i>Gas Control</i> | <i>303 457 4194</i> |

- 4.) Agent Shipper shall be authorized to approve, install and maintain phone lines or any associated equipment necessary for gas transportation service to the Receiving
- 5.) Party Agent Shipper shall continue to act for Receiving Party in securing gas transportation services for so long as this Agency Agreement and the underlying gas transportation service agreement remains in effect. Gas transportation service may be terminated by either Agent Shipper or Receiving Party in accordance with the Termination provisions of the applicable Rate Schedule in Company's tariff. This Agency Agreement may be terminated by Receiving Party, effective upon the first day of any Month that Receiving Party is to commence receiving gas transportation service under a different Master Agreement or new gas transportation service agreement, by providing written notice to Agent Shipper and Company by the fourth Business Day preceding such effective date. This Agency Agreement may be terminated by Agent Shipper or Receiving Party by providing the other party and Company thirty (30) days' advance written notice to be effective upon the first day of the calendar month immediately following such thirty (30) day notice period. A shorter notice period and/or alternative effective date may be accepted by Company upon mutual agreement of Company, Agent Shipper and Receiving Party. Agent Shipper and Receiving Party acknowledge and agree that this Agency Agreement may also be revoked by Company or the underlying gas transportation service agreement between Company and Agent Shipper may be suspended or terminated by Company in accordance with the terms and conditions of Company's Gas Transportation Tariff. Any termination of gas transportation service shall be in accordance with and subject to the Company Gas Transportation Terms and Conditions on file and in effect with the Colorado Public Utilities Commission. Regardless of termination, Receiving Party shall continue to honor any commitments made by Agent Shipper to Company on its behalf for the period that the agency was in effect. Any imbalances attributable to Receiving upon to Receiving upon revocation or termination of this Agency Agreement, or suspension or termination of the gas transportation service agreement between Company and Agent Shipper, shall be determined and resolved in accordance with Company's Gas Transportation Tariff.
- 6.) In the event the gas transportation service agreement between Agent Shipper and Company is suspended or terminated during the term of this Agency Agreement any Imbalance incurred by Agent Shipper which remains outstanding and is not resolved by Agent Shipper in accordance with Company's Gas Transportation Tariff shall be allocated on a pro rata basis to all Receiving Parties for which Agent Shipper was authorized through an Agency Agreement to aggregate Imbalances, based upon the total usage quantities of such Receiving Parties during the period in which such Imbalance arose. In the event any invoiced amounts due by Agent Shipper for charges, cashouts or penalties incurred as a result of Agent Shipper's responsibilities hereunder remain unpaid, such outstanding charges and penalties shall be allocated to the Receiving Parties on the same pro rata basis as provided herein for allocating Imbalance quantities.

- 7.) Upon execution of said transportation agreement(s) by Agent Shipper for Receiving Party, Receiving Party shall be bound by the terms and conditions thereof as if Receiving Party had signed said agreement(s) directly as to the Delivery Point(s) specified above. After executing gas transportation agreement(s) for Receiving Party, Agent Shipper shall pay all applicable charges incurred for the benefit of Receiving Party in accordance with the Rules and Regulations for Natural Gas Service and the Gas Transportation Terms and Conditions on file and in effect from time to time with the Commission, including any charges for imbalance cashouts or any natural gas sold by Company thereunder.
- 8.) All obligations of Agent Shipper and Receiving Party to Company herein with respect to gas transportation service provided by Company shall survive termination of this Agency Agreement.
- 9.) This Agency Agreement shall become effective as of April 1, 2016.

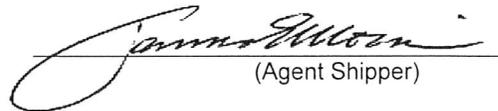
This Agency Agreement is made and entered into this _____ day of _____, 2016.

SIGNED:

(Receiving Party)

LOGAN COUNTY
(Print Name)

Title: _____


(Agent Shipper)

James E Morin
(Print Name)

Title: Director C&I Sales – West Region