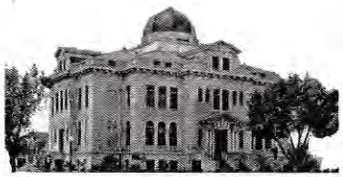
Gene A. Meisner
Commissioner District One

Rocky L. Samber
Commissioner District Two

David G. Donaldson, Chairman
Commissioner District Three



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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, November 25, 2014 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Consent Agenda

Approval of the Minutes of the November 18, 2014 meeting.

Unfinished Business
New Business

The Board will conduct a Budget Hearing to consider the Logan County Budget for fiscal year 2015.

The Board will conduct a Budget Hearing to consider the Logan County Pest District Budget for fiscal year 2015.

Consideration of the approval of a contract between Logan County, Washington County and RF Systems, LLC for maintenance and repair of the television translator sites in Logan and Washington Counties.

Consideration of the approval of a Building License Agreement between Logan County and NE Colorado Cellular, Inc. d/b/a Viaero Wireless allowing the use of the fairgrounds grandstands to be used for an antenna system and space for housing associated electronic equipment.

Consideration of the re-appointment of the following members to the Logan County Fair Board for 4 year terms:

- Theresa Bartlett - Youth and Open Class Exhibits.
- Bill Dolan - Demolition Derby.
- Marilee Johnson - Entertainment.
- Sarah Matthews - Advertising and Promotions.
- Ken Meis - Rodeo.

Other Business
Miscellaneous Business/Announcements

County Offices will be closed Thursday and Friday, November 27 and 28, 2014 for the Thanksgiving holiday weekend.

There will not be a meeting the week of December 1, 2014 as Board members will be attending the Colorado Counties, Inc. Winter Conference in Colorado Springs.

The next regular business meeting will be scheduled for Tuesday, December 9, 2014, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

November 18, 2014

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

David G. Donaldson	Chairman
Rocky L. Samber	Commissioner
Gene A. Meisner	Commissioner
Pamela M. Bacon	Logan County Clerk
David Conley	Logan County Lodging Tax Board
Marilee Johnson	Logan County Tourist Information Center
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Donaldson 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:

- Approval of the Minutes of the October 28, 2014 business meeting.
- Acknowledge receipt of the Clerk and Recorder's report for the month of October, 2014.
- Acknowledge receipt of the Treasurer's report for the month of October, 2014.
- Acknowledge receipt of the Landfill Supervisor's report for the month of October, 2014.
- Acknowledge receipt of the Tourist Information Center Coordinator's report for the month of October, 2014.

Commissioner Meisner moved to approve the Consent Agenda for the November 18th, 2014th business meeting. Commissioner Samber seconded and the motion carried 3-0.

Chairman Donaldson continued with New Business the approval of the following Logan County Lodging Tax Board Projects:

- Holiday Promos - $1,200.00
- Tourist Information Center Budge 2015 - $9,080.00
- Interstates 80 & 76 Travel Guide - $1,895.00

Commissioner Samber moved for the approval of the Holiday Promos through Private Radio in the amount of $1,200.00. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved for the approval of the Lodging Tax Board project of the Tourist Information Center Budget in the amount of $9,080.00. Commissioner Samber seconded and the motion carried 3-0.

Commissioner Samber moved for the approval for the Interstates 80 & 76 Travel Guide in the amount of $1,895.00. Commissioner Meisner seconded and the motion carried 3-0.

Under Other Business the Board per statute inspected the Logan County Jail later this a.m.as required by state statue. There are currently the following number of inmates: 67 in-county males, 6 in-county females, 10 out-of-county males, 2 out-of-county females, 00 Federal males, 00 Federal females, 00 work release males, 00 work release females and 00 DOC inmates. This is a total of 85 inmates of which 77 are males and 8 are females.

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, November the 25th, 2014 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 9:13 a.m.

Submitted by:

Logan County Clerk & Recorder

Approved: November 25, 2014

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
David G. Donaldson, Chairman

Attest:

_____
Logan County Clerk & Recorder

TELEVISION TRANSLATOR MAINTENANCE CONTRACT

THIS CONTRACT, made and entered into this 13th day of January 2015, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF LOGAN, STATE OF COLORADO and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF WASHINGTON, STATE OF COLORADO, hereinafter collectively referred to as "First Party," and RF SYSTEMS, LLC, whose address is 323 W. 4th Avenue, Yuma, Colorado 80759, hereinafter called "Second Party."

WITNESSETH:

WHEREAS, First Party is the owner of four TV translator sites in the counties of Logan and Washington, situated in the State of Colorado; and

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

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

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

1. That Second Party will, commencing and effective January 13, 2015, provide two years of translator system maintenance as outlined in paragraphs (4) through (7), with the contract term to end on the second Tuesday of January, 2017.

2. For its services, First Party agrees to pay Second Party the sum of $2,753.04 per month, with Logan County paying $1,419.71 and Washington County paying $1,333.33 per month, payable on the 10th day of the month following each month in which the Second Party provides the services contemplated by this agreement.

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

4. Description of Work

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

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

equipment. Second Party shall notify First Party and perform or supervise any such changes.

c. Second Party will also be responsible for maintaining the appearance and cleanliness of the sites, and if special work such as, but not limited to, painting, concrete work, iron work, mowing, and weed control is necessary, Second Party will be authorized to hire these special services, which will be paid by the First Party with Logan and Washington counties sharing those costs equally.

d. If, upon routine inspection, Second Party discovers the need for special services such as building repairs, refrigeration work, electrical motor repair, tower work, carpentry work, duct work, FCC applications, public notices, etc., Second Party will arrange for these special services, which will be paid by the First Party, Logan and Washington counties sharing the cost equally, and will supervise the work to insure that the First Party's interests are maintained. Second Party may not charge an "Extra" for this supervision. For those special services which Second Party is qualified to perform, Second Party agrees to perform them at the same rate it would charge any other governmental body.

e. As modifications to any of the equipment or buildings become necessary from time-to- time, either to update, improve or add services, the Second Party agrees to perform such modifications, if it is qualified, and the charges for this service will be paid by the First Party. If Second Party is not qualified, Second Party will use special services and Second Party will be reimbursed for its supervision time spent. No such major expenditure modification will be performed without first consulting with and obtaining consent of both counties that constitute the First Party. A major expenditure is defined in this instance as anything costing in excess of $200.00 for any single site.

f. Second Party will maintain an adequate inventory of all electronic parts that are anticipated to be replaced with frequency and will have available at all times the source from which other parts may be obtained and will immediately order and obtain any and all parts that are necessary to properly maintain and operate the TV translator system and minimize down time. The expense of said inventory and specialized ("factory") repairs or modifications requiring equipment or techniques not usually associated with field service will be borne by First Party. Second Party shall present in a timely fashion such inventory and repair invoices, properly identified, to First Party's designated representative for payment.

g. Second Party will install and maintain site monitoring equipment, including tower light monitoring equipment, as required by law. First Party will provide telephone service to these sites for this purpose at its expense.

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

6. Expected Level of Maintenance

The translator system will provide broadcast service with the same degree of reliability as offered by and expected from major TV broadcast stations.

It is recognized that certain factors affecting system down time are beyond the control of the Second Party. In general, these are limited to primary power failure, primary TV station off-the-air, microwave equipment failure, and damage due to extreme weather conditions. For the maintenance to be considered satisfactory, the cause of any failure must be isolated within 6 hours for failure during business hours and 12 hours during after business hours. Corrective action will be taken promptly. If a significant delay in repair will be inevitable due to the need for repair parts not on hand or for technical assistance from the equipment manufacturer or other such cause, a designated representative of First Party will be notified immediately.

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

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

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

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

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

8. First Party shall maintain comprehensive all risk insurance with a deductible no greater than $1,000 on the equipment to be serviced by Second Party hereunder.

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

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

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

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

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

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

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

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

17. Prohibitions on Public Contract for Services:

If Second Party has any employees or subcontractors, Second Party shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Second Party certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and the Second Party will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

a. Second Party shall not:

   i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or

   ii. Enter into a contract with a subcontractor that fails to certify to Second Party that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

b. Second Party has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.

c. Second Party shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

d. If Second Party obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Second Party shall:

   i. Notify the subcontractor and the First Party within three days that the Second Party has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

   ii. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Second Party shall not terminate this Contract with the subcontractor if during such three days the subcontractor provides information to the establish that the subcontractor has not knowingly employed or contracted with an illegal alien

e. The Second Party shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

f. If Second Party violates this provision of this Contract, the First Party may terminate the Contract for a breach of contract. If the Contract is so terminated, Second Party shall be liable for actual and consequential damages to the First Party as required by law.

g. The First Party will notify the Office of the Secretary of State if Second Party violates this provision of this Contract and the First Party terminates the Contract for such breach.

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

FIRST PARTY:

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, COLORADO

_____
Washington County Clerk

BY: _____
Chairman

ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____
Logan County Clerk

BY: _____
Chairman

SECOND PARTY:

RF SYSTEMS, LLC

_____
Edward Lake – Sole Member

BUILDING LICENSE AGREEMENT

BETWEEN

LOGAN COUNTY, COLORADO
(LICENSOR)

AND

NE COLORADO CELLULAR, INC.
d/b/a VIAERO WIRELESS (LICENSEE)

LICENSOR

BUILDING LICENSE AGREEMENT

This Building License Agreement ("License" or "Agreement") is made and entered into as of December 15th, 2014 ("Commencement Date").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Logan County, Colorado, (hereinafter "Licensor") and NE Colorado Cellular, Inc. d/b/a Viaero Wireless (hereinafter "Licensee") agree as follows:

ARTICLE 1.

Definitions: In addition to the terms that are defined elsewhere in this Agreement, the following terms are used in this Agreement:

(a) (1) Property or Building: the building owned by Logan County, Colorado otherwise called the "event grandstands" at which the Antenna Site is located, and more particularly described as 1120 Pawnee Avenue, Sterling, CO 80751

(2) Antenna Site or Premises: consists of rooftop space for an antenna system (the "Roof Space") and space for the electronic equipment (the "Equipment Space").

(b) Licensor: Logan County, Colorado

(c) Licensor's Mailing Address:

Logan County, Colorado
508 South 10th Avenue
Sterling., CO 80751
Attn:

(d) Licensor's Office Telephone: (970) 521-7190

(e) Licensee: NE Colorado Cellular, Inc., d/b/a Viaero Wireless

(f) Licensee's Address:

NE Colorado Cellular, Inc.
d/b/a Viaero Wireless
1224 West Platte Avenue
Fort Morgan, CO 80701
Attn: Frank DiRico or Bob Hirsekorn

(g) Licensee's Telephone: (970)-542-3600.

(h) Commencement Date: ~~October 21~~ December 15, 2014).

(i) Expiration Date: The date preceding the 5th anniversary of the Commencement Date, or as extended pursuant to section 3.03.

(j) License Fee: As described in section 3.02.

(k) Renewal Terms: Renewal terms of five (5) years each, as described in Section 3.03

ARTICLE 2.

2.01 Licensed Space. For the term set forth in section 3.01, the License Fee set forth in section 3.02 and other obligations described throughout this Agreement, Licensor grants to Licensee the non-exclusive right to use the Antenna Site, which includes reasonable access (ingress and egress) during the Licensor's regular business hours. Access after Licensor's regular business hours shall be limited to emergencies only. Licensee shall perform routine maintenance and non-emergency repairs during Licensor's regular business hours to the extent possible, limiting after- hours access to emergency maintenance or repairs that require immediate attention. . Licensee agrees to be bound by all rules and regulations associated with ingress and egress to the Premises established by Licensor. Licensee accepts the Premises in their current configuration. Licensee represents that Licensee has had an opportunity to inspect the Premises prior to entering into this Agreement, and Licensee accepts the Premises in their present condition and acknowledges that the Premises are in all respects suitable for the purposes intended. Licensor disclaims any obligation to provide access to the Premises (except as expressly set forth in this Agreement), or to fence, make any repairs to or construct any improvements upon the Premises; and the Licensor does not warrant that the Premises are suitable for the permitted purposes.

ARTICLE 3.

3.01 License Term. The "Term" of this License shall begin on the Commencement Date and shall expire on the Expiration Date. Beginning on the Commencement Date, Licensee shall have the right to enter the Premises for purposes of exercising its rights under the License as provided in Section 3.04 below.

3.02 License Fee.

(a) Base License Fee. Beginning on the Commencement Date, and continuing for the duration of the initial five year term of this License , Licensee shall pay to Licensor, as a Base License Fee, Five Thousand ($ 5,000.00) Dollars per year. The License Fee is payable in advance, due on the Commencement Date and each succeeding anniversary of the Commencement Date, without notice, deduction, or offset, to Licensor's Fee Payee.

(b) During each Renewal Term, The base License Fee payable annually shall be increased by ten percent (10%).

(c) In addition to the Base License Fee, Licensee shall reimburse the Licensor its actual cost of electrical service used by Licensee's antenna system and electronic equipment installed at the Antenna Site. Licensee, at its own cost, shall arrange the installation of a meter in a form and location acceptable to Licensor and approved by Licensor, to provide the means to measure the electricity used by Licensee's antenna system and electronic equipment. Licensee shall reimburse Licensor its actual costs attributable to the antenna system and electronic equipment quarterly, upon receipt of copies of the utility billing statements attributable to the costs incurred by Licensor during the previous ninety days.

3.03 Right to Extend. Licensor and Licensee may extend the Term of this Agreement for additional terms of five (5) years (Renewal Terms). This Agreement will automatically renew for a Renewal Term of five years unless either party notifies the other party, in writing, sent by certified mail, return receipt requested to the address set forth in Article 1(c) and 1(f), above (or such other address either party may subsequently provide to the other) no less than three (3) months prior to the expiration date of the initial term or any then current Renewal Term, of that party's intention to decline renewal of this License Agreement.

3.04 Licensee's Use. Licensee shall have a non-exclusive license to use the Premises for the purpose of constructing, maintaining and operating a wireless telecommunications facility for the transmission and reception of radio communication signals (the "Facility") together with the right for ingress and egress set forth in section 2.01, above. The Facility will consist of a roof mounted antennae system on the Roof Space and Equipment Space for placement of electronic equipment, including all necessary connecting appurtenances sufficient to be a fully operable communications facility for its intended licensed communications coverage areas. The exact location of the Roof Space and the Equipment Space shall be mutually decided by the Licensor and the Licensee. Any changes must be agreed to in writing, in advance by Licensor, which shall not be unreasonably withheld. All improvements shall be at Licensee's expense. Licensee shall maintain the Facility so as not to significantly change the appearance of the Premises or Building. The Antenna Site equipment shall remain the exclusive property of Licensee. Licensee shall remove the equipment upon the expiration or termination of this Agreement. Any equipment not so removed within thirty (30) days after termination of this Agreement shall be deemed abandoned and may, at the Licensor's option, be removed by the Licensor at the Licensee's expense and retained by the Licensor or sold by the Licensor with all proceeds being retained by the Licensor.

Licensee agrees that it shall keep and maintain the Facility in good condition and repair, at Licensee's sole cost and expense. Furthermore, Licensee agrees that it shall not damage nor shall it permit any damage to the roof of the Building or the Equipment Space. The Licensor shall have no duty of maintenance or repair with respect to the Premises or the Facility or improvements constructed thereon.

3.05 Termination. This Agreement may be terminated, without any penalty, further liability (including consequential damages), or obligation to make additional License Fee payments on sixty (60) days' written notice as follows: (a) by either party on default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days following written receipt of notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions hereof); (b) by Licensee if it is unable to obtain or maintain any license, permit or other governmental approval necessary to the construction or operation of the Facility or Licensee's business; (c) by Licensee if the Premises are or become unacceptable to Licensee under Licensee's design or engineering specification for its Facility or for the communications system to which the Facility belongs; or (d) by Licensor if Licensee's use of the Premises unreasonably interferes with Licensor's use and enjoyment of the Property.

No later than thirty (30) days after the termination of this Agreement, by expiration of the Term or otherwise, Licensee shall remove its personal property and fixtures from the Premises and restore the Premises to their condition prior to the Commencement Date, reasonable wear and tear and casualty loss (not caused by Licensee) excepted. No portion of the Base License Fee is refundable.

3.06 Licensor's Use. Licensee shall not interfere with Licensor's present communications setups or other present licensees or agreements of Licensor. The parties agree to resolve any issues pertaining to potential or actual interference, both now and in the future, which may be attributed to the installation by Licensee of radio transmission and reception equipment on the Property by reference to compliance with Federal Communications Commission regulations pertaining to interference

3.07 Interference Licensor shall not use, nor shall Licensor permit its tenants, licensees, invitees or agents to use, any portion of the Premises in any way, which unreasonably interferes with the operations of Licensee. Licensor shall employ reasonable means to terminate said interference. Licensee acknowledges that it has full knowledge of the nature of Licensor's regular use of the Premises and the events held in or about the Premises and the Property, and such use and events do not unreasonably interfere with the operations of the Licensee. Licensee will obtain approval from area public safety communication officials indicating that Licensee's equipment and use will not interfere with lines and frequencies used for public safety communications.

ARTICLE 4.

4.01 Licensee's Insurance. The Licensee, at its sole cost and expense, shall during the term hereof procure, pay for and keep in full force and effect the following types of insurance: (A) Property Insurance – a policy of property insurance covering all insurable equipment and facilities located in the Premises, in an amount not less than necessary to cover the replacement cost. Such insurance shall afford protection against at least the following: (i) loss or damage from fire or other perils normally covered by the standard extended coverage endorsement and (ii) such risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement

where such is available; (B) Liability Insurance – General liability insurance covering the facilities and Premises insuring the Licensee in an amount not less than two million dollars, and covering bodily injury, including death to persons, personal injury, and property damage liability. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Premises; and (C) Licensee shall at all times maintain a Workers Compensation or, if applicable, an Employer's Liability Insurance Policy to the Statutory Limits.

Licensee further acknowledges and agrees that Licensee shall be responsible for the acts and omissions (including physical damage or liability) of all subcontractors and sub-subcontractors it uses pursuant to this License.

All policies of insurance carried by Licensee shall name the Licensee as insured and shall include the Licensor as an additional insured. The policies shall contain a provision that they cannot be cancelled until insurers have endeavored to provide at least thirty (30) days prior written notice to the Licensor. Notwithstanding anything herein to the contrary, the Licensees obligation to carry insurance as provided herein may be brought within the coverage of a "blanket" policy or policies of insurance carried and maintained by the Licensee, so long as such policy(s) segregates the amount of coverage applicable to the Premises. Licensee shall provide Licensor with a certificate of insurance, which complies with all of the above-described requirements, at the commencement of this Agreement, upon renewal, and as otherwise requested by the Licensor.

4.02 Licensor's Insurance. At all times during the Term of this Agreement, Licensor will carry and maintain fire and extended coverage insurance covering the Building. Licensor shall also carry commercial general liability insurance in amounts reasonably determined by Licensor.

4.03 Damage. If the Premises or a portion of the Building necessary for Licensee's occupancy is damaged during the Terms of this License by any casualty which is insured under standard fire and extended coverage insurance policies, Licensor may at Licensor's option, repair or rebuild the Premises, to substantially the same condition in which the Premises were immediately prior to such destruction, or Licensor may terminate this Agreement without further liability. If the Premises are damaged to the extent that it would take, in Licensor's reasonable judgment, more than thirty (30) days to repair, then Licensee may terminate this License, or negotiate an alternate solution.

4.04 Subrogation. Each Party's insurance policy shall waive the right to recovery by way of subrogation against the other. Neither party shall be liable to the other for any damage, which is covered by the other's insurance policy.

4.05 Liability and Indemnity. The Licensor shall not be liable to the Licensee, its agents, employees, invitees, patrons or any other person whomsoever, for injury to or death of any person or damage to or loss of property in, upon or adjacent to the Premises or other property contiguous or appurtenant thereto, which may arise during the Licensee's development, use or occupancy of the Premises or by any person so doing through or under the Licensee or with its permission, express or implied, unless and to the extent caused by the Licensor's negligence.

The Licensee agrees to indemnify the Licensor and save it harmless against and from any and all claims by or on behalf of any person(s), firm(s), or corporation(s) arising from the conduct or management of or from any work or thing done on or about the Premises and to indemnify and save the Licensor harmless against and from any and all claims arising during the term hereof from (i) any of those matters specified in this Article; (ii) any breach or default on the part of the Licensee hereunder; and (iii) any act or omission of the Licensee or any of its agents, contractors, servants, assignees, employees, invitees or licensees, on or about the Premises or other property contiguous or appurtenant to the Premises, including all costs, attorney fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Licensor by reason of any such claim, upon notice from the Licensor, the Licensee covenants to promptly effect the dismissal thereof or to diligently resist and defend such action or proceeding by counsel satisfactory to the Licensor, at the sole cost and expense of the Licensee. The foregoing indemnity, defense and hold harmless obligations shall not apply to claims or losses to the extent that they are caused by the Licensor's negligence.

ARTICLE 5.

5.01 Licensee Compliance. Licensee will promptly materially comply with all Laws relating to Licensee's use or occupancy of the Premises. At its sole cost and expense, Licensee will promptly cause the Premises to comply with all Laws to the extent that such compliance is required solely as a result of Licensee's use or occupancy of the Premises.

5.02 The obligations of this Article shall survive the expiration or other termination of this Agreement.

ARTICLE 6.

6.01 Taxes. Licensee shall pay any personal property or possessory interest taxes assessed on, or any portion of such taxes attributable to, the Premises or improvements thereto. The Licensee shall pay, as additional License Fees, any increase in real property taxes levied against the Premises, which is directly attributable to the Licensee's possessory interest and/or use of the Premises. Licensor agrees to furnish proof of such increase to Licensee.

6.02 Successors and Assigns. This Agreement shall run with the Property and shall be binding on and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

If Licensee is not in default of this License Agreement, Licensee may, with prior written approval of the Licensor, not to be unreasonably withheld, assign and transfer this Agreement to any parent, subsidiary, affiliate, or successor entity of Licensee so long as, at the time of said transfer or assignment, the original use of the Facility as set forth in Section 3.04, or as modified in writing by the parties, is still in force at the time of the transfer or assignment.

6.03 Complete Agreement. It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between Licensor and Licensee and that no other agreements, promises, or understandings shall or will be binding on either Licensor or Licensee in any dispute, controversy, or proceeding at law, and that any

addition, variation, or modification to this Agreement shall be null and void unless in writing and signed by the parties hereto.

6.04 Applicable Law. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the state of Colorado.

6.05 Notices. All notices and other communications including changes in the Licensor's License Fee Payee, required or permitted under this Agreement shall be in writing and shall be given by United States first class mail, postage prepaid, registered or certified, return receipt requested, addressed to the party for whom it is intended at its address set forth in Article 1. Any such notice or other communication shall be effective when received as indicated on the return receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

6.06 Authority. Each of the individuals executing this Agreement on behalf of the Licensee or the Licensor represents to the other party that such individual is duly authorized to do so by requisite action of the party to this Agreement.

6.07 Recording. Licensor shall execute and Licensee shall be permitted to record, at any time, a memorandum of this Agreement, the form and content of which shall be mutually acceptable to both Licensee and Licensor. If the License portion of this Agreement is terminated prior to the expiration of the Term, Licensee shall record an appropriate instrument to clear the memorandum from the title to the Property.

6.08 Section Headings for Convenience: Section Headings are for the convenience of the reader and do not form a substantive part of this Agreement.

ARTICLE 7.

7.01 Construction of Premises.

(a) Licensee's design and construction of the Antenna Site, Premises or Facilities shall comply with all local, state and federal rules and regulations and any applicable community covenants.

(b) Licensee will be responsible for removing any or all of its equipment to accommodate roof repair/replacement or any other building maintenance items when needed, as determined by Licensor in Licensor's sole discretion. Licensee must be notified in writing no less than sixty-days prior unless unforeseeable emergencies cause the need for repair, replacement or maintenance.

(c) Licensee shall not suffer or permit to be enforced against the Property, or any part thereof or any improvements thereon, any mechanics', materialmen's, contractors' or subcontractors' liens arising from the work of any construction, repair, restsoration, replacement or improvement of the facilities contemplated in this Agreement, or any other claim or demand howsoever the same may arise, but the Licensee shall pay or cause to be paid all of said liens, claims or demands

before any action is brought to enforce the same against the Property. The Licensee agrees to defend, indemnify and hold the Licensor and the Property free and harmless from all liability for any and all such liens, claims, demands and actions together with reasonable attorneys fees and all costs and expenses in connection therewith.

ARTICLE 8.

8.01 Force Majeure. Neither Party shall be considered to be in default in performance of any obligation herein if failure of performance shall be due to uncontrollable forces, the term "uncontrollable forces" meaning any cause beyond the control of the Party affected, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court order or public authority, which by exercise of due foresight such Party could not reasonably have been expected to avoid, and which by exercise of due diligence it is unable to overcome.

8.02 Relationship Between Licensor and Licensee. Nothing herein contained shall be deemed or constructed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of License Fee, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Licensor and Licensee. Whenever herein the singular number is used, the same shall include the plural, and words of any gender shall include the other gender.

ARTICLE 9.

9.01. Events of Licensee Default. The following events shall also be deemed to be events of default by Licensee and shall also constitute a material default and breach under this Agreement:

(a) Licensee shall have failed to pay any installment of the License Fee or any other charge provided or incorporated herein, or any portion thereof when the same shall be due and payable and shall not cure failure within (30) thirty days of receipt of written notice of said default; or

(b) Licensee shall have failed to comply with any non-monetary provisions of this Agreement and shall not cure such failure within (60) sixty days after Licensor, by written notice, has informed Licensee of such non-compliance (in the case of default which cannot with due diligence be cured within a period of (60) sixty days, Licensee shall have such additional time to cure same as may be reasonably necessary, provided Licensee at all times proceeds promptly and with due diligence to cure such default after receipt of said notice).

9.02 Notice of Default. Upon the occurrence of any event of default of Licensee, or as applicable, upon Licensee's failure to cure a curable default within the time allowed under Subsections (a) and (b) of Section 9.01 of this Agreement, Licensor may, at any time thereafter, terminate this License by delivering written notice of termination to Licensee which termination

shall be effective upon receipt by Licensee in addition to maintaining any claims in law or equity against Licensee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Licensor:

Logan County, Colorado
508 South 10th Avenue
Sterling., CO 80751

Licensee:

NE COLORADO CELLULAR, INC.
d/b/a VIAERO WIRELESS
1224 W. Platte Ave
Fort Morgan, Colorado 80701

By: _____

By: _____

Date: _____

By: _____

Title EVP/CFO

Date: 11/19/14

Theresa

Logan County Advisory Board
Fair Board Application

RECEIVED
SEP 10 2014
BY:

Name: Theresa Bartlett

Mailing Address: 118 Parkview Dr

City/State/Zip: Sterling, CO 80751

Telephone: — Cell Phone: 970-580-1746

Occupation: Librarian - CHS Email Address: theresa.bartlett@hotmail.com

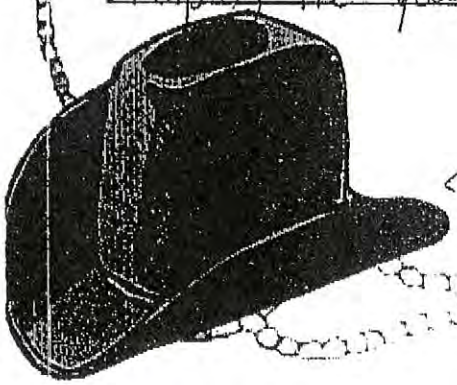
___Queen Coordinator
___Entertainment
___Commercial Exhibits & Parking
___Advertising & Promotions
___Livestock Exhibits
___Parade
___ Fair Manager
___Rodeo
___Horse Events
___4-H Rodeo
___Grandstands & Security
X Youth & Open Class Exhibits
___Demolition Derby
___Bull Riding Chairperson

My Qualifications are:

I have already served on the fair Board for one term. I also am very organized, responsible, + dependable.

I am interested in serving because:

I have always loved the LCF & I enjoy being a member of the fair board. I also enjoy helping the youth of Logan County



Theresa Bartlett 9/10/14
Signature Date

Bill

Logan County Advisory Board
Fair Board Application

RECEIVED
OCT 06 2014
BY:

Name: Bill Dolan

Mailing Address: 214 Magnolia Lane

City/State/Zip: Sterling Co. 80751

Telephone: _____ Cell Phone: [illegible]

Occupation: Police officer Email Address: dolan001@q.com

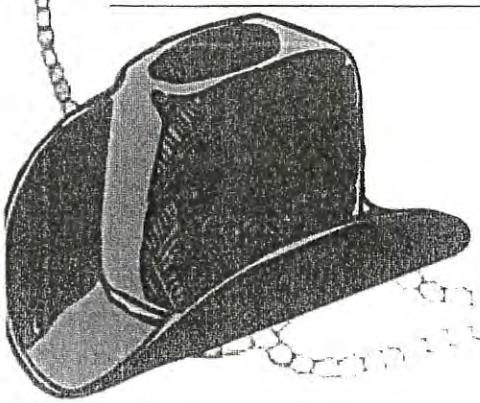
___Queen Coordinator
___Entertainment
___Commercial Exhibits & Parking
___Advertising & Promotions
___Livestock Exhibits
___Parade
___Fair Manager
___Rodeo
___Horse Events
___4-H Rodeo
___Grandstands & Security
___Youth & Open Class Exhibits
✓ Demolition Derby
___Bull Riding Chairperson

My Qualifications are:

Been here done that

I am interested in serving because:

The membus of the fair board haven't tried to run me off yet.



B Dolan 10-2-14

Signature Date

Logan County Advisory Board
Fair Board Application

RECEIVED
OCT 06 2014
BY:

Name: Marilee Johnson Occupation:

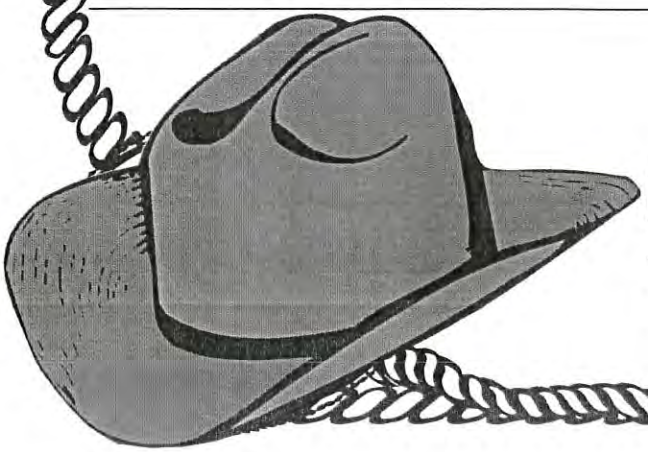
Address: 39 State St City/ State/ Zip Sterling CO

Telephone: 521-0476 Cell Phone: 580-6138 Email: marileejohnson@gmail.com

____Queen Coordinator	_____ Rodeo Chair	_____Horse Events
X Entertainment Chair	_____Youth Rodeo Chair	_____Parade Chair
____Commercial Exhibit Chair	_____Grandstands & Security	_____Fair Manager
____Advertising & Promotions	____Youth & Open Class Exhibits	_____Demolition Derby
____Livestock Exhibits	____ Bull Riding Chair	_____ Sponsorship Chair

My Qualifications are: 13 years experience)

~~I am interested in serving~~ because: I am still having fun, and I enjoy being part of such a progressive and dedicated group of people.



Marilee Johnson 10/6/14

Signature Date

Logan County Advisory Board
Fair Board Application

RECEIVED
OCT 24 2014
BY:

Name: Sarah Matthews Occupation: Advertising Manager SPS

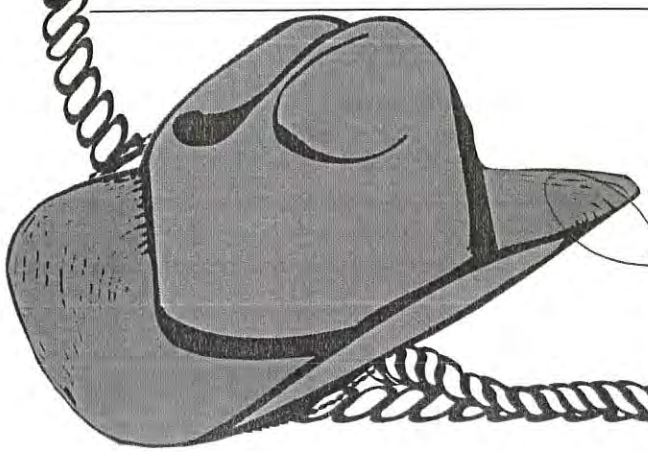
Address: 520 Chestnut St City/ State/ Zip Sterling CO 80751

Telephone: 580 0349 Cell Phone: _____ Email: smatthews0580@gmail.com

____Queen Coordinator	_____ Rodeo Chair	_____Horse Events
____ Entertainment Chair	_____Youth Rodeo Chair	_____Parade Chair
____Commercial Exhibit Chair	_____Grandstands & Security	_____Fair Manager
X Advertising & Promotions	____Youth & Open Class Exhibits	_____Demolition Derby
____Livestock Exhibits	____ Bull Riding Chair	_____ Sponsorship Chair

My Qualifications are: Previous Board Member.

~~I am interested in serving~~ because: I enjoy the LC Fair and supporting my community.



Sarah Matthews 10-24-14

Signature Date

Ken

Logan County Advisory Board
Fair Board Application

RECEIVED
NOV 10 2014
BY:

Name: Ken Meis
Mailing Address: 15589 CR 35.7
City/State/Zip: Sterling Co. 80751
Telephone: 970-522-5843 Cell Phone: 970-580-3009
Occupation: Production Coord. Email Address: kmeis@g.com

___Queen Coordinator
___Entertainment
___Commercial Exhibits & Parking
___Advertising & Promotions
___Livestock Exhibits
___Parade
___ Fair Manager

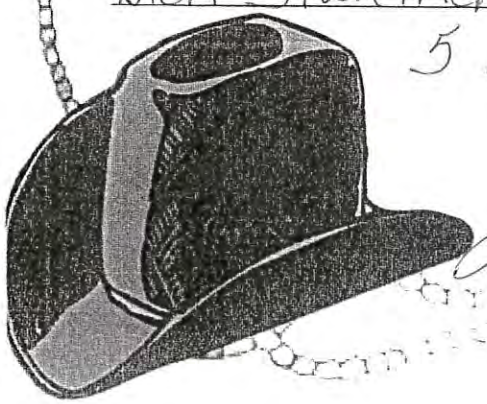
X Rodeo
___Horse Events
___4-H Rodeo
___Grandstands & Security
___Youth & Open Class Exhibits
___Demolition Derby
___Bull Riding Chairperson

My Qualifications are:

Having served in this position for 6 years now, I feel that every year the rodeo has improved.

I am interested in serving because:

I would like to continue to serve in this position so I may continue to keep the Dick Stull Memorial PRCA as one of the top 5 PRCA Rodeos in the state.



Ken Meis 11-11-14

Signature Date