



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, August 1, 2023 - 9:30 a.m.**

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

Approval of the Minutes of the July 18, 2023, meeting.

Acknowledgment of the receipt of the Clerk and Recorder's reports for the months of March, April, May, and June, 2023.

**Unfinished Business**

**New Business**

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-11J Weld School District (Prairie) for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 1, 2023, through July 31, 2024.

Consideration of the approval of Contract Modification #2, Amendment #1 Construction Administration Bridge Replacement LOG93-60.5-243 between Short Elliott Hendrickson, Inc. (SEH) and Logan County which includes additional cost for 2023 staff hourly rates and additional hours to provide project re-advertisement.

**Other Business**

**Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, August 15, 2023, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**  
**Adjournment**

July 18, 2023

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Rick Cullip	Logan County Building and Grounds
David Conley	Logan County Lodging Tax Board
Marilee Johnson	Logan County Public Information Officer
Darlene Carpri	Representative Buck
Jennifer Johnson Seltzer	CO BOER Goat Assn.
Tom Kiel	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:34 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 11, 2023, meeting.
- Acknowledgement of the receipt of the Treasurer's semi-annual financial report for the period January 1, 2023, through June 30, 2023.
- Acknowledge receipt of the Public Trustee's Quarterly Report for the Second Quarter, 2023.
- Acknowledge receipt of the Sheriff's Fee Report for the month of June 2023.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of June 2023.

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

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg tabled to the end of the meeting the award of the bid for the construction of Logan County Bridge Replacement Project LOG 93-60.5-243 located on Logan County Road 93 between State Highway 138 and Interstate 76 east of Crook, Colorado to contact Jeff Reeves Logan County Road and Bridge for his recommendation.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project on behalf of the Sterling Lions Club for the 5th Annual Lions Club Shootout in the amount of \$1,000.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project on behalf of the Sterling Lions Club for the 5th Annual Lions Club Shootout in the amount of \$1,000.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a proposal from Silicon Plains to migrate Logan County's data from the CIC server farm to the on-premise VM that can be secured and managed on site. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the proposal from Silicon Plains to migrate Logan County's data from the CIC server farm to the on-premise VM that can be secured and managed on site. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Exhibit – B#1309-23-03 to an annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October, 2022 to migrate all CIC programs from CIC Cloud to In-house County Provided Server. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Exhibit – B#1309-23-03 to an annual Peopleware Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado, dated October, 2022 to migrate all CIC programs from CIC Cloud to In-house County Provided Server. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an agreement between Logan County and Sitewise and issuance of Right of Way Permit Number 2023-8 for use of the County Right of Way potholed on County Roads 37, Corene Road, Greenway Drive and Summit Drive for five, 17-lb. anodes on the gas main. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an agreement between Logan County and Sitewise and issuance of Right of Way Permit Number 2023-8 for use of the County Right of Way potholed on County Roads 37, Corene Road, Greenway Drive and Summit Drive for five, 17-lb. anodes on the gas main. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for Resolution 2023-23 cancelling certain tax sale certificates that were either issued in error as a result of erroneous assessments or involve personal property taxes that are deemed to be uncollectible. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-23 cancelling certain tax sale certificates that were either issued in error as a result of erroneous assessments or involve personal property taxes that are deemed to be uncollectible. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of a contract between Logan County and Buildings by Design to provide all materials, supplies, equipment, services and labor necessary for construction of a 100' x 80' steel building addition to the Logan County Fairgrounds Exhibit Center at the Logan County Fairgrounds. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve a contract between Logan County and Buildings by Design to provide all materials, supplies, equipment, services and labor necessary for construction of a 100' x 80' steel building addition to the Logan County Fairgrounds Exhibit Center at the Logan County Fairgrounds. Commissioner Brownell seconded, and the motion carried 3-0.

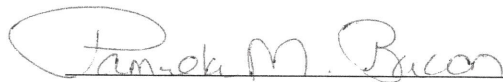
Chairman Sonnenberg tabled the award of the bid for the construction of Logan County Bridge Replacement Project LOG 93-60.5-243 located on Logan County Road 93 between State Highway 138 and Interstate 76 east of Crook, Colorado until the August 1, 2023 meeting.

**Other Business**

The next regular meeting will be scheduled for Tuesday, August 1, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:45 a.m.

Submitted by:

  
\_\_\_\_\_  
Logan County Clerk

Approved: August 1, 2023

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Jerry A. Sonnenberg, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder

## Clerk Fees Collected 2023

March

### County Fees Retained

	<u>2023</u>	<u>2023</u>	
Recording Fees Retained	13,252.04	9,328.51	
Motor Vehicle Fees Retained	341,895.79	371,518.46	
Total \$	355,147.83	\$ 380,846.97	\$25,699.14

### Fees & Taxes Distributed

State of Colorado	270,559.12	277,497.76
City of Sterling	42,853.61	47,592.05
Town of Fleming	794.40	1,923.74

Total \$	314,207.13	\$ 327,013.55	\$12,806.42
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Fees Retained Year to Date \$993,125.04

## Clerk Fees Collected 2023

April

<u>County Fees Retained</u>	<u>2022</u>	<u>2023</u>	
Recording Fees Retained	17,867.00	15,821.86	
Motor Vehicle Fees Retained	295,616.49	279,587.80	
Total \$	313,483.49	\$ 295,409.66	\$18,073.83

<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	228,108.50	236,434.64	
City of Sterling	43,851.40	38,047.81	
Town of Fleming	4,279.32	1,283.94	
Total \$	276,239.22	\$ 275,766.39	\$472.83

Fees Retained Year to Date \$1,288,534.70

## Clerk Fees Collected 2023

May

<u>County Fees Retained</u>	<u>2022</u>	<u>2023</u>	
Recording Fees Retained	14,829.44	11,737.67	
Motor Vehicle Fees Retained	355,426.02	280,057.30	
Total \$	370,255.46	\$ 291,794.97	\$78,460.49

<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	232,281.58	250,862.73	
City of Sterling	30,798.23	35,662.77	
Town of Fleming	1,516.98	1,490.44	
Total \$	264,596.79	\$ 288,015.94	\$23,419.15

Fees Retained Year to Date \$1,580,329.67

## Clerk Fees Collected 2023

June

<u>County Fees Retained</u>	<u>2022</u>	<u>2023</u>	
Recording Fees Retained	14,017.15	14,810.39	
Motor Vehicle Fees Retained	305,749.48	380,868.36	
Total \$	319,766.63	\$ 395,678.75	\$75,912.12

<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	184,855.47	261,306.29	
City of Sterling	35,120.53	30,943.34	
Town of Fleming	1,132.60	427.00	
Total \$	221,108.60	\$ 292,676.63	\$71,568.03

Fees Retained Year to Date \$1,976,008.42



**INTERGOVERNMENTAL AGREEMENT**

**Coordinated Election**

**November 7, 2023**

JUL 20 2023

CLERK & REC

THIS AGREEMENT is made and entered into this 17 day of July, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Haxtun School District RE-2J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 7, 2023**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

- 1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

Ballot Issue (TABOR) \_\_\_\_\_ Ballot Questions       Candidates

- 2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
- 3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
- 4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
- 5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
  - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
  - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 29, 2023**). [Section 1-7-116(2), C.R.S.]
  - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

**ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:**

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,

temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (Cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

## 2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 8, 2023, by close of business 5:00 p.m.**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) and submit a printed

copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*Unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 29, 2023.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 8, 2023.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 25, 2023.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the general election (**Tuesday, September 5, 2023**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

**Wednesday, September 6, 2023** (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

**Friday, October 13, 2023** (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.

20. **LIMITATIONS OF DAMAGES:**

If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

**COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:**

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.



If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 8, 2023**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 8, 2023.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk, the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 18, 2023 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:  
<https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

**LOGAN COUNTY CLERK AND RECORDER**



Pamela M. Bacon  
315 Main Street, Ste. 3, Sterling, CO 80751  
Phone: (970) 522-1544  
Fax: (970) 522-2063  
Email: [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov)

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

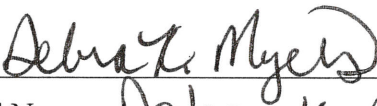
Attest:

\_\_\_\_\_  
Logan County Clerk and Recorder

(seal)

By: \_\_\_\_\_  
Chairman of the Board

**Haxtun School District RE-2J**

By: 

Printed Name: Debra K. Myers

Title: Designated Elections Official

Designated Election Official for the Entity:

Haxtun School District Re-2J  
Mailing Address: 206 West Powell Street  
Haxtun, CO 80731  
Phone: (970) 774-6111  
Fax: ( ) -  
Email: debbiemyers@haxtunK12.org

Debbie Myers cell  
970-554-1787

JUL 24 2023

CLERK &amp; REC

INTERGOVERNMENTAL AGREEMENT

## Coordinated Election

November 7, 2023

THIS AGREEMENT is made and entered into this 17 day of June, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **RE-11J Weld School District (Prairie)** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 7, 2023**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:  

       Ballot Issue (TABOR)           Ballot Questions      X   Candidates
2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
  - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
  - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 29, 2023**). [Section 1-7-116(2), C.R.S.]
  - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

**ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:**

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,



temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (Cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

## 2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 8, 2023, by close of business 5:00 p.m.**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) and submit a printed

copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*Unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 29, 2023.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 8, 2023.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 25, 2023.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023**, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the general election (**Tuesday, September 5, 2023**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

**Wednesday, September 6, 2023** (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

**Friday, October 13, 2023** (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.

20. **LIMITATIONS OF DAMAGES:**

If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

**COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:**

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 8, 2023,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 8, 2023.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk, the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 18, 2023 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]



8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

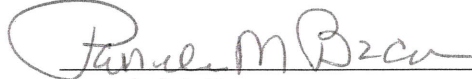
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023,** and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

**LOGAN COUNTY CLERK AND RECORDER**



Pamela M. Bacon  
315 Main Street, Ste. 3, Sterling, CO 80751  
Phone: (970) 522-1544  
Fax: (970) 522-2063  
Email: [baconp@logancountyco.gov](mailto:baconp@logancountyco.gov)

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

Attest:

  
By: \_\_\_\_\_  
Chairman of the Board

\_\_\_\_\_  
Logan County Clerk and Recorder

(seal)

**RE-11J Weld School District (Prairie)**

By:  \_\_\_\_\_

Printed Name: Dana Unruh  
Title: Superintendent

Designated Election Official for the Entity:  
Dana Unruh

Mailing Address: P.O. Box 68  
New Raymer, CO 80742

Phone: (970) 437 - 5351

Fax: (970) 437 - 5352

Email: dunruh@prairieschool.org

# SERVICE AGREEMENT

## Monthly Maintenance

THIS CONTRACT is made and entered into effective **August 1, 2023**, by and between **Blazen Illuminations (the "Service Company")**, and **Logan County Colorado (the "Customer")**.

WHEREAS Service Company is a company engaged in the business of servicing and maintaining the exterior architectural lighting and operating system currently installed on a portion of Logan County Courthouse and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance on said exterior architectural lighting and operating system on Logan County Courthouse.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

### 1. Maintenance Services.

- (a) **Systems Checks** Each month, Service Company shall provide both remote and/or on-site labor to maintain and manage basic updates, as well as maintenance and make basic repairs to the lighting and associated networking equipment only installed by Service Company at Logan County Courthouse and will keep said equipment in good working order. In addition, Service Company shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include what is outlined in **Attachment A** as deemed necessary by Service Company. Both parties agree to document completed maintenance and / or upcoming maintenance on the shared "Monthly Maintenance & Special Events Log" spreadsheet.
- (b) **Programming and Special Event Scheduling** - Service Company will provide the remote labor necessary for additional programming for special events as part of the monthly maintenance plan. Customer acknowledges that careful planning of the special events' schedule is a must to properly manage the allotted maintenance hours. Customer agrees to document upcoming events on the shared "Monthly Maintenance & Special Events Log" spreadsheet allowing Service Company a time period of at least 24 hours to complete the requested programming of said special event.

Any service calls or special event programming requests outside of the allotted hours will be billed at \$100.00 per tech, per hour with a one (1) hour minimum.

### 2. Excluded Services

- (a) The Service Company shall not be required to make any of the following:
  - (i) Equipment or software not installed or authorized by Blazen Illuminations
  - (ii) Additional equipment or parts required for Maintenance and Service Repairs
  - (iii) Installation of New Equipment
- Extensive Maintenance
  - Extensive Maintenance is defined as any form of maintenance or repairs needed to the lights, electrical or mounting hardware, as well as the computer (system checks and software updates are covered under this Maintenance Contract).

- Show Support
  - Show Support is defined as producing or consulting on events or festivals which require additional lighting, audio/video, creative collaboration or technical support and is not covered under this contract.

If the services described in this provision are authorized by the Customer, and if the Service Company agrees to perform them, an additional quote for said services will be provided to Customer for review and authorization.

### 3. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

### 4. Working Hours

(a) The services required of the Service Company under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 8:00am to 5:00pm, Monday through Friday excluding national holidays, except as provided in (b) immediately below. However, due to the nature of this lighting and equipment installation, Service Company understands that it may need to provide services outside of these hours to effectively complete the services.

(b) If the Customer requests that the Service Company perform any of its services at times beyond regular working hours, or as described in (a) above, then for the services performed outside the regular working hours ("overtime hours"), the overtime hours will count against the allotted hours at the rate of 1.5 hours for each overtime hour services are performed.

### 5. Contract Price

(a) The Customer shall pay the Service Company at the monthly rate of **\$300.00** which includes a total of **3 contracted hours** per month, with a yearly total of **\$3,600 for 2023 - 2024** of combined onsite and remote services to be performed under this Contract during the working hours described above.

(b) Any additional services required beyond the **36 allotted hours annually** will be at 150.00 per tech per hour with a 1 hour minimum and overtime at \$225.00 per tech per hour. Labor charges will be adjusted and agreed to in writing periodically to compensate for changes in the cost of labor.

(c) The rate specified in (a) above shall be adjusted annually to reflect any changes in the Service Company's cost of labor. The percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract with the percentage of increase or decrease in the straight-time hourly cost (which means the straight-time hourly labor rate, including fringe benefits) for the month within which the anniversary of the commencement of service under this Contract falls as compared with the straight-time hourly cost for the month within which the commencement date of service under this Contract falls.

(d) Any amount of contracted hours specified in (a) above that are not used within the designated month, may be rolled over and accumulated for up to 12 months. Any remaining unused contracted

hours at the end of that 12 month period will be forfeited and no refunds given. A record of used contracted hours will be recorded on a shared, Check Log spreadsheet accessible by both the Service Company and the Customer.

(e) Amounts due to Service Company will be billed to Customer on a monthly basis and will be due and payable on the last day of each month.

## **6. Term of Contract**

The term of this Contract shall commence on **August 1, 2023** and shall continue in full force and effect until **July 31, 2024**.

## **7. Termination**

(a) **Without Cause:** Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The Customer shall be liable to pay the Service Company for maintenance performed as of the effective date of termination, but shall not be liable to the Service Company for monthly charges following the termination date of this Contract.

(b) **For Default:** Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten (10) days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the Customer, the Customer shall be liable to pay the Service Company for maintenance performed as of the effective date of termination, but shall not be liable to the Service Company for monthly charges. The Service Company shall not be relieved of liability to the Customer for any damages sustained by the Customer by virtue of Service Company's default under this Contract, and the Customer may withhold payment to the Service Company for the purposes of setoff until such time as the exact amount of damages is determined.

## **8. Miscellaneous Provisions**

(a) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(b) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(c) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(d) **Amendments.** This Contract may be amended by the parties only by a written Contract.

## **9. Hold Harmless**

Anything in the Contract to the contrary notwithstanding, Customer shall hold Blazen Illuminations fully

harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of Customer, and for which recovery is sought against Blazen Illuminations by that third party.

**10. Signatures**

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 1, 2023.

**CUSTOMER**

Jerry A. Sonnenberg  
\_\_\_\_\_  
Name  
Chairman, Board of County Commissioners  
\_\_\_\_\_  
Title  
Logan County Commissioners  
\_\_\_\_\_  
Company Name  
315 Main Street, Sterling, CO 80751  
\_\_\_\_\_  
Address  
970-522-0888  
\_\_\_\_\_  
Phone  
sonnenbergj@logancountyco.gov  
\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**SERVICE COMPANY**

Heidi Webb  
Event Design & Development  
Blazen Illuminations  
1437 N. Denver Ave., #222  
Loveland, CO 80538  
Phone: (800) 980-4155 ext. 101  
Email: [Heidi@blazenilluminations.com](mailto:Heidi@blazenilluminations.com)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed



## Attachment A

### **Systems Checks**

Each month a Blazen Illuminations technician will log into the server and check that all settings are in compliance with the installed approval. These updates or service items will be addressed one by one. In the event that additional materials or parts and labor are needed, the technician will submit a report to the service manager and Blazen Illuminations will issue a quote for the additional work needed. In the event that on-site maintenance is needed, Blazen Illuminations will notify Logan County of this as well as the associated travel and equipment expenses over and above the labor needed.

### **Programming and Special Event Scheduling**

Each month special events arise that you may want to participate in and additional programming may be required. This can also be done in the Monthly Maintenance Plan. Careful planning of the schedule is a must as these programming requests can quickly use up all of your maintenance hours. Please email all requests to [Heidi@blazenilluminations.com](mailto:Heidi@blazenilluminations.com) and [Nate@blazenilluminations.com](mailto:Nate@blazenilluminations.com)

Blazen Illuminations and Logan County Courthouse will document upcoming events and will provide the special event programming information at least 72 hours in advance to allow Blazen Illuminations time to complete the requested programming.



Building a Better World  
for All of Us®

July 28, 2023

Mr. Jeff Reeves  
Road & Bridge Manager  
Logan County Road and Bridge Department

RE: Contract Modification #2 (CM #2), Amendment #1 – Construction Administration  
Bridge Replacement LOG93-60.5-243  
BRO C130-014, SA 22628

Mr. Reeves:

**Short Elliott Hendrickson Inc. (SEH)** appreciates the opportunity to provide an amendment to CM #2 which includes additional cost for 2023 staff hourly rates and additional hours to provide project re-advertisement for the Logan County Road 93 over S. Platte River Bridge Replacement Project. As you are aware, the construction of this project was anticipated to be completed in 2022 and the project was advertised for construction with hopes to complete the new bridge. Based upon the bids received, the project was considerably over budgeted funds, and the project was placed on hold by the County until additional funds could be secured.

**Professional Services Scope:**

The scope of work identified within CM #2 is not changed with CM #2, Amendment #1.

**Costs:**

CM #2 for construction administration tasks was entered into on dated November 24, 2021, in the amount of \$285,300. CM #2 anticipated schedule assumed the defined tasks were to be performed in 2021-2022. Several tasks were performed which included administrative services for preparation of bid documents, pre-bid meeting attendance, contractor bid review and CDOT support services. The total to date expenditures to provide those service was \$4,322 which leaves \$280,978 remaining in CM #2 contract. CM #2, Amendment #1, will add funds to the contract to re-advertise the project for construction as well as update 2023 staff rates (see attached) for scope of work tasks. Our anticipated increase to CM #2 through this Amendment #1 is \$13,464. The revised total amount for CM #2 is \$285,300 (original) plus \$13,464 (Amendment #1) is \$298,764. The tasks defined in the original scope of services will remain unchanged.

The total previous contact amount, including CM #1 and CM #2, was \$706,087. The total revised contract amount including CM #2, Amendment #1 is  $\$706,087 + \$13,464 = \underline{\$719,551}$ .

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 2000 South Colorado Boulevard, Suite 6000, Colorado Center Tower One, Denver, CO 80222-7938

SEH is 100% employee-owned | [sehinc.com](http://sehinc.com) | 720.540.6800 | 800.490.4966 | 888.908.8166 fax

**Contract End Date:**

The proposed new SEH contract end date based upon current contract bids is February 28, 2024.


**Additional Services:**

We will also furnish such Additional Services as you may request. Payment for additional services shall be based on the time required to perform the services and the billable rates attached for the principals, employees, and sub-consultants engaged directly on the project, plus charges for expenses and equipment. Additional services will only be performed after receiving written authorization for such services from the County.

SEH appreciates the opportunity to continue our services for Logan County and see this project through completion. If you have any questions about any part of this proposal, please contact Steve Kaye; email: [skaye@sehinc.com](mailto:skaye@sehinc.com) or phone: 720-540-6847.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

  
Charles Gustafson, PE  
Principal

  
Steve Kaye, PE  
Project Manager

**Accepted by: Logan County**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized County Signature

## PROJECT COST WORKSHEET (LUMP SUM) - New Total for Const Admin Services v2

includes Design Services in Construction and Prebid Meeting/Site Visit

**PROJECT NUMBER:**

BRO C130-014, PCN 22628 - CM #2, Amendment #1

**LOCATION:**

Logan County Bridge Replacement over South Platte River, CR 93

**FIRM NAME:**

Short Wrona Hendrickson Inc. (SEH Inc.)

**NAME OF PREPARER:**

Tom Wrona

**PHONE NUMBER:** 719.696.1782

**SCOPE OF WORK DATE**

February 28, 2023

**TO Completion Date:** December 31, 2023

**TYPE OF PROPOSAL :**

Lump Sum

**Contract # ID # TO #**

### 1A. SPECIFIC RATE OF PAY

Employee Name	Employee Classification	Billing Rate Cost / hour (a)	Indirect Cost (%) (b)	Fee (%) (c)	Multiplier (d)	Specific Rate \$/Hour (e)
Howard, Wayne	Senior Project Engineer	\$ 77.19	187.54%	9.00%	3.1342	\$241.93
Leto, Frank	Accountant	\$ 36.72	187.54%	9.00%	3.1342	\$115.09
Kolahi, Parsa	Structural Engineer II	\$ 56.49	187.54%	9.00%	3.1342	\$177.05
Gustafson, Chuck	Principal/Const PM	\$ 79.13	187.54%	9.00%	3.1342	\$248.01
Kaye, Stephen	Principal/Design PM	\$ 74.53	187.54%	9.00%	3.1342	\$233.59
Young, Kari	Admin Assistant II	\$ 31.36	187.54%	9.00%	3.1342	\$98.29
Sundeen, Dan	CAD Specialist	\$ 44.37	187.54%	9.00%	3.1342	\$139.06
Wrona, Thomas	Senior Project Engineer Const	\$ 69.36	187.54%	9.00%	3.1342	\$217.39
Walan, Sue	Senior Project Engineer Const	\$ 45.37	187.54%	9.00%	3.1342	\$142.20
Lemerond, Greg	Lead Project Representative	\$ 42.00	187.54%	9.00%	3.1342	\$131.64

### 1B. LABOR COSTS

Employee Name	Employee Classification	Specific Rate \$/Hour (from 1A) (e)	Estimated # Work Hours (f)	Estimated Cost Per Employee (exf)
<b>Office Costs</b>				
Howard, Wayne	Senior Project Engineer	\$241.93	28	\$6,774.04
Leto, Frank	Accountant	\$115.09	10	\$1,150.90
Kolahi, Parsa	Structural Engineer II	\$177.05	136	\$24,078.80
Gustafson, Chuck	Principal/Const PM	\$248.01	42	\$10,416.42
Kaye, Stephen	Principal/Design PM	\$233.59	30	\$7,007.70
Young, Kari	Admin Assistant II	\$98.29	8	\$786.32
Sundeen, Dan	CAD Specialist	\$139.06	26	\$3,615.56
Wrona, Thomas	Senior Project Engineer Const	\$217.39	60	\$13,043.40
Walan, Sue	Senior Project Engineer Const	\$142.20	1,096	\$155,851.20
<b>TOTAL LABOR:</b>				<b>\$222,724</b>

### 2A. OTHER DIRECT COST RATES (IN-HOUSE):\*

ITEM	ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
Per Diem (day) (at Conus Rate)	112	\$59.00	\$6,608.00
Lodging (day)(at Conus Rate)	101	\$98.00	\$9,898.00
Mileage passenger vehicle (mile)	17,616	\$0.65	\$11,450.40
Survey Monumentation	1	\$2,000.00	\$2,000.00
Vehicle Hours	936	\$4.90	\$4,586.40
Computer	1,436	\$5.80	\$8,328.80
Other (printing, etc)(at actual cost)	1,000	\$1.00	\$1,000.00
<b>SUBTOTAL (2A):</b>			<b>\$43,871.60</b>

**2B. OTHER DIRECT COST RATES (OUTSIDE):\***

ITEM		ESTIMATED UNITS	UNIT RATES	ESTIMATED COST
Deliveries/Courier Services	Actual Cost			\$0.00
Airfare	Actual Cost			\$0.00
Auto Rental	Actual Cost			\$0.00
GPR		0	\$47.50	\$0.00
Rental Equipment	Actual Cost			\$0.00
SUE QL-B Equipment		0	\$28.00	\$0.00
Miscellaneous	Actual Cost			\$0.00
<b>SUBTOTAL (2B):</b>				<b>\$0.00</b>
<b>TOTAL ODC:</b>				<b>\$43,871.60</b>
<b>Facilities Capital Cost of Money (FCCM) (direct labor x 0.83%)</b>		71,062	0.83%	\$589.82

**3A. OUTSIDE SERVICES RATES (SUBCONSULTANTS):**

FIRM NAME	ESTIMATED
Geocal - Materials Testing PT as needed	31,278.00

**3B. OUTSIDE SERVICES (VENDORS):**

FIRM NAME	ESTIMATED	
<b>TOTAL OUTSIDE SERVICES:</b>		<b>31,278.00</b>
<b>TOTAL ESTIMATED COST:</b>		<b>\$298,463.76</b>
<b>(Sum of 1B,2A,2B,3A and 3B)</b>		

I am a representative of Short Elliott Hendrickson, duly authorized to contractually bind the firm. My signature below constitutes formal agreement (without further signature) to a Task Order, which is issued by the State pursuant to the terms of this Task Order Proposal, without substantive change. I also declare that to the best of my knowledge the wage rates and other factual unit rates supporting the compensation to be paid by the Department for the professional services on this document are accurate, complete, and current at the time of contracting, and include no unallowable or duplicate costs.

Charles R. Gustafson, Principal  
 \_\_\_\_\_  
 (Typed Name and Title)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date Signed)