



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 16, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the July 19 and August 2, 2022 meetings.

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

Acknowledge the receipt of the Landfill Supervisor's Report for the month of July, 2022.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of July, 2022.

Unfinished Business
New Business

The Board will open bids for the purchase of Asphaltic Material and Petroleum Resin product for the 2022 County Road Chip Seal Projects.

Consideration of the approval of an application submitted by David Lieber on behalf of the NJC Young Farmers for a Special Events Permit Consideration to be held at the Courthouse Square September 17, 2022 for Sugar Beet Days.

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 2022 through July 31, 2023.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

The Board will sign the title for the remains of a 2020 RAM 1500 Pickup VIN # 1C6RR7X2LS100154 that was destroyed in a fire. The pickup will be sold to a salvage yard.

Other Business
Miscellaneous Business/Announcements

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

Executive Session as Needed
Adjournment

July 19, 2022

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

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

Chairman
Commissioner
Commissioner- Absent

Also present:

Alan Samber
Pamela Bacon
Debbie Unrein
Marilee Johnson
Jerry Casebolt
Dave Conley
Jeff Rice

Logan County Attorney
Logan County Clerk & Recorder
Logan County Finance
Logan County Public Information Officer
Logan County Emergency Manager
Lodging Tax Board
Journal Advocate

Chairman Pelton called the meeting to order at 9:36 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 5, 2022, meeting.
- Acknowledge the receipt of the County Clerk's Report for the month of June 2022.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of June 2022.
- Acknowledge the receipt of the Treasurer's Report for the month of June 2022.
- Acknowledge the receipt of the Public Trustee's Quarterly Report for the second quarter of 2022.
- Acknowledge the receipt of the Treasurer's Semi-Annual Financial Report for the period January 1, 2022, through June 30, 2022.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of June 2022.

Commissioner Bauder moved to approve the Consent Agenda. Commissioner Pelton seconded, and the motion carried 2-0.

Chairman Pelton continued with New Business:

Commissioner Bauder moved to approve an agreement between Logan County and Cairn Design, LLC, to provide Exhibit Center Community Center Building Addition Phase I Design Services as per the County's Request for Proposal (RFP) and subsequent addenda and Contractor's Response to County's Request. Commissioner Pelton seconded, and the motion carried 2-0.

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

- Logan County Tourist Center Volunteer Incentive Cowboy Breakfast – up to \$250.
- Logan County Arts League LOCAL JAMZ and July JAMZ - \$1000.00.

Commissioner Bauder moved to approve the Logan County Lodging Tax Board Project for Tourist Center Volunteer Incentive Cowboy Breakfast in the amount up to \$250. Commissioner Pelton seconded, and the motion carried 2-0.

Commissioner Bauder moved to approve Logan County Lodging Tax Board Project Arts League LOCAL JAMZ and July JAMZ in the amount of \$1,000.00. Commissioner Pelton seconded, and the motion carried 2-0.

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022. Commissioner Pelton seconded, and the motion carried 2-0.

Commissioner Bauder moved to approve a broadcast Contract between Logan County (Logan County Fair) and Stormy Productions for Live video streaming of the 2022 Livestock Shows and Jr. Livestock Auction on either Facebook Live or YouTube. Commissioner Pelton seconded, and the motion carried 2-0.

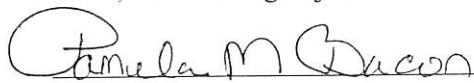
Other Business

The next meeting will be a Special Meeting scheduled for Tuesday, July 26, 2022, at 9:30 a.m. at the Logan County Courthouse.

The next meeting will be scheduled for Tuesday, August 2, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:48 a.m.

Submitted by:



Logan County Clerk

Approved: August 2, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

August 2, 2022

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

Jane E. Bauder
Joseph A. McBride

Vice-Chairperson
Commissioner

Also present:
Alan Samber
Pamela Bacon
Debbie Unrein
Jerry Casebolt
Jennifer Crow

Logan County Attorney
Logan County Clerk & Recorder-Absent
Logan County Finance
Logan County Emergency Manager
Administrative Support Specialist

Vice-Chairperson Bauder called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Vice-Chairperson Bauder asked if there were any revisions for the agenda. Hearing none, Vice-Chairperson Bauder continued with consent agenda.

Commissioner McBride moved to table the minutes from the July 19 meeting to the August 16th meeting. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve the minutes from the July 26th meeting. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to acknowledge the receipt of the Veterans Service Officer's report and certification of pay form for the month of July 2022.

Vice-Chairman Bauder continued with New Business:

Commissioner McBride moved to approve an agreement between Logan County and Blazen Illuminations for repair and maintenance of the Courthouse exterior architectural lighting for the Eastern Façade. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Blazen Illuminations for repair and maintenance of Courthouse exterior architectural lighting for the Northern Façade. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Highline Electric Association and issuance of Right of Way Permit #2022-10 for use of the County Right of Way along the north side of Pioneer Road from the West Side of Highway 138 to the east side of County Road 39 a 69kv transmission line. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Iliff for administration of their respective

duties concerning the conduct of the General Election to be held November 8, 2022. Vice-Chairperson Bauder seconded and the motion carried 2-0.

Other Business

The next meeting will be scheduled for Tuesday, August 16, 2022, at 9:30 a.m. at the Logan County Courthouse.

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

Submitted by:

Jennifer Crow
Administrative Support Specialist

Approved: August 16, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice-Chairperson

Attest:

Logan County Clerk & Recorder

LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JULY 2022

COUNTY FUNDS	6/30/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/22 BALANCE
COUNTY GENERAL	\$ 16,908,014.57	\$ 86,844.54	\$ 51,003.32	\$ 403,469.75	\$ -	\$ (1,077,238.20)	\$ (3,911.94)	\$ 16,368,182.04
ROAD & BRIDGE	\$ 8,070,277.66	\$ 11,472.63	\$ 7,874.54	\$ 371,373.33	\$ -	\$ (456,443.17)	\$ (4,877.30)	\$ 7,999,677.69
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,225,173.78	\$ 4,468.43	\$ 2,624.87	\$ 32,815.50	\$ -	\$ (38,254.17)	\$ (89.37)	\$ 1,226,739.04
JUSTICE CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TELEVISION FUND	\$ 166,262.39	\$ 670.33	\$ 393.79	\$ -	\$ -	\$ (2,629.04)	\$ (13.41)	\$ 164,684.06
PEST CONTROL	\$ 310,171.54	\$ 1,923.36	\$ 1,030.06	\$ 5,592.82	\$ -	\$ (17,669.05)	\$ (38.46)	\$ 301,010.27
LODGING TAX	\$ 136,623.75	\$ -	\$ -	\$ 11,364.72	\$ -	\$ (14,314.77)	\$ -	\$ 133,673.70
SOLID WASTE	\$ 1,881,504.28	\$ -	\$ 0.13	\$ 61,966.48	\$ -	\$ (59,324.61)	\$ -	\$ 1,884,146.28
SOLID WASTE CLOSURE	\$ 716,258.81	\$ -	\$ -	\$ 5,448.95	\$ -	\$ -	\$ -	\$ 721,707.76
CONSERVATION TRUST	\$ 392,396.20	\$ -	\$ -	\$ -	\$ -	\$ (4,331.86)	\$ -	\$ 388,064.34
FAIR FUND	\$ 339,828.29	\$ 130,626.00	\$ -	\$ -	\$ -	\$ (53,865.02)	\$ -	\$ 416,589.27
CAPITAL IMPROVEMENT	\$ 5,395,218.45	\$ -	\$ -	\$ 217,706.11	\$ -	\$ (208,194.51)	\$ (4,350.11)	\$ 5,400,379.94
AMBULANCE FUND	\$ 100,079.64	\$ -	\$ -	\$ 61,950.19	\$ -	\$ (7,204.68)	\$ -	\$ 154,825.15
% TAX COLLECTED TO DATE								98.34%
TOTALS	\$ 36,313,808.91	\$ 236,005.29	\$ 62,926.71	\$ 1,171,687.85	\$ -	\$ (1,939,469.08)	\$ (13,280.59)	\$ 35,831,679.09

STATE OF COLORADO)

: ss.

COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$352,373.82 for the month of JULY 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2022 is \$14,595.02 which includes fees for the County and all taxing authorities.


Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 4th day of AUGUST 2022, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

My Commission expires: September 19, 2023


Notary Public



LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR JULY 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	517.90	@ \$23.17	\$11,999.74
City of Sterling Dump Trucks	CL	107.01	@ \$23.17	\$2,479.42
General Public		90.13	@ \$23.17	\$2,088.31
Commerial (Packers & Roll Offs)	C	856.79	@ \$23.17	\$19,851.82
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	0.69	@ \$36.17	\$24.96
Industrial Waste	All other ID	522.84	@ \$36.17	\$18,911.12
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	108.65	@ \$46.34	\$5,034.84
Industrial Waste Out of County	IDOC	33.52	@ \$72.34	\$2,424.84
Rural Free Certificates	NC	65.05	NC	
All County Vehicles	NCC	26.11	NC	
TOTAL TONS		2328.69		
\$10.00 MINIMUM DIFFERENTIAL				\$846.35
\$20.00 MINIMUM DIFFERENTIAL				\$4.84
E-Waste Recycling		34 items		\$239.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		15.6		
Car Tires (CHG)		111	@ \$5.00	\$555.00
Truck Tires (CHG)		3	@ \$8.00	\$24.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		6	@ \$12.00	\$72.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		4	NC	
Appliances (CHG)		14	@ \$5.00	\$70.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG	1	@ \$10.00	\$10.00
Total # of Vehicles		906		
TOTAL OC & IDOC				\$7,464.52
TOTAL IN COUNTY				\$57,171.73
GRAND TOTAL				\$64,636.25

SIGNED BY: Pam Jerdig
 DATE: August 1, 2022

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jul-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	352.64	1146.72	\$10,489.35
CHARGE	1351.14	2708.76	\$39,606.08
CITY OF STERLING	624.91	1253.1	\$14,540.82
TOTAL	2328.69	\$5,108.58	\$64,636.25
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	8.55		
RECYCLED METAL (BOHM)			
RECYCLED TIRES	7.05		
RECYCLED WOOD			
GRAND TOTAL TNS	2344.29		

SIGNED BY: *Pam Jerdig*
 DATE: 8-1-2022

Clerk Fees Collected 2022

July

	2021	2022	
<u>Recording Fees Retained</u>	13,208.21	10,051.79	
<u>Motor Vehicle Fees Retained</u>	339,467.06	293,145.19	
Total \$	352,675.27	\$ 303,196.98	\$49,478.29
<u>Fees & Taxes Distributed</u>			
State of Colorado	275,048.73	220,708.71	
City of Sterling	54,007.68	24,470.28	
Town of Fleming	1,162.60	959.62	
Total \$	330,219.01	\$ 246,138.61	\$84,080.40
Fees Retained Year to Date		\$2,357,055.87	



**REQUEST FOR PROPOSALS
ASPHALTIC MATERIAL AND PETROLEUM RESIN**

The Board of Logan County Commissioners is requesting proposals from qualified suppliers for asphalt materials for the County Road Chip Seal Project. Asphaltic material shall conform to Colorado Department of Transportation, A.S.T.M., and A.S.S.H.T.O. requirements. The estimated amount to be used on this project is 80,000 gallons. Product must be equivalent to CRS-2R. A copy of materials used in product design and the MSDS information must be included in bid. All bids to be F.O.B. Supplier's Yard.

Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., August 15, 2022. Proposals will be opened at 9:30 a.m. on Tuesday, August 16, 2022 at the Logan County Courthouse, 315 Main Street, Sterling, CO. The Board reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Bid Amount \$_____per/gal.

Date product available for delivery: _____

Company Name: _____

By: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

r

Application for a Special Events Permit

Departmental Use Only

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

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

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate NJC Young Farmers	State Sales Tax Number (Required)
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 14803 CR 41 Sterling, CO 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) Courthouse Square Sterling, CO 80751
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4. Authorized Representative of Qualifying Organization or Political Candidate Dave Lieber	Date of Birth 01/19/19	Phone Number 970-522-8346
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager same	Date of Birth	Phone Number
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>one</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 09/17/2022 Hours From 4 p.m. To 10:00 p.m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature David Lieber	Title President	Date 8-4-22
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Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

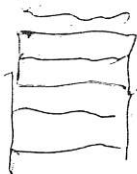
License Account Number	Liability Date	State	Total
		-750 (999)	\$

Street

Pavilion

Beer
Garden

Parking lot



Court House

SERVICE AGREEMENT Monthly Maintenance

THIS CONTRACT is made and entered into effective **August 1, 2022**, 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 **\$285.00** which includes a total of **3 contracted hours** per month, with a yearly total of **\$3,420 for 2022 - 2023** 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 95.00 per tech per hour with a 1 hour minimum and overtime at \$142.50 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, 2022** and shall continue in full force and effect until **July 31, 2023**.

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, 2022.

CUSTOMER

Name

Title

Company Name

Address

Phone

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

Signature

Date Signed

INTERGOVERNMENTAL AGREEMENT

**General Election
November 8, 2022**

LOGAN COUNTY

AUG 11 2022

CLERK & REC

THIS AGREEMENT is made and entered into this ____ day of ____, 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **City of Sterling** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

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 8, 2022**, as a "**General 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) X 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 30, 2022**). [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 9, 2022**, 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 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 (70th) 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 30, 2022.**

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 9, 2022.**

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 26, 2022.** [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. 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 9, 2022, 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 110 day before the general election (**Thursday, July 21, 2022**) 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.

Tuesday, September 6, 2022 (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 14, 2022 (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 9, 2022**, 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 9, 2022**.

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 19, 2022 (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:**

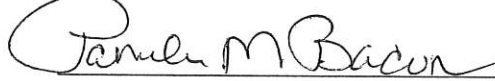
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must 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 9, 2022, 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

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

City of Sterling

By: 

Printed Name: Brenda Desormeaux
Title: Mayor

Designated Election Official for the Entity:
Debra Lyn Forbes


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

Phone: (970) 522-9700

Fax: (970) 521-0632

Email: dforbes@sterlingcolo.com

APPROVED AS TO FORM:



City Attorney

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 30, 2022**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 6, 2022**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 9, 2022**: Certify ballot content to County Clerk [1-5-203(3)(a), C.R.S.] 60 days

Friday, September 23, 2022: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 26, 2022**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 14, 2022**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 8, 2022: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

- Paper copy; and,
- Electronic Copy. The electronic version must be provided using plain text (.txt file format). No PDF versions will be accepted.

The electronic copy may be emailed to baconp@logancountyco.gov. Both the paper copy and electronic copy must be received at the Clerk and Recorder's Office at 315 Main Street Suite 3, Sterling, CO 80751 no later than 5:00 p.m. on September 9, 2022.

Important: Per Rule 4.5.5(f) (4) – Ballot questions and issues are numbered or lettered in the order in which the measurers are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or paper copy, has been submitted to the Clerk and Recorder.

- **Electronic Version:**

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to 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

- **SPACING:**

All text must have single line spacing.

- **TEXT:**

For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper and lower case.

- **TABLES/COLUMNS:**

Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

- **AUDIO RECORDING:**

If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to baconp@logancountyco.gov if requested by the Clerk and Recorder

EXHIBIT B
AUDIO FOR ADA UNIT

To be in compliance with the statutes and rules listed below, the Logan County Clerk and Recorder's office will accept recorded pronunciations of candidate names in any format which may be able to be used by our office. Please inform candidates within your jurisdiction of the necessity of recording the correct pronunciation of their name. The Entity may collect all recordings and submit to the Logan County Clerk and Recorder's office at one time.

The Logan County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot issues or ballot questions are needed.

Pursuant to Colorado Revised Statutes (C.R.S.) §1-5-704(1) "...each voting system certified by the secretary of state for use in local, state, and federal elections shall have the capability to accept accessible voter interface devices in the voting system configuration..."

Pursuant to Secretary of State Rule 4.6.2 County, municipal, school district, and special district candidates whose names are listed on a ballot for an election coordinated by the county clerk and recorder must provide an audio recording of the pronunciation of their name to the county clerk and recorder prior to the election for offices that are voted on by the electors of the county, municipality, school district, or special district.

Pursuant to Secretary of State Rule 4.6.2 for candidates designated by a major or minor party, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Pursuant to Secretary of State Rule 4.6.2 for candidates nominated by petition, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Please contact our office at (970) 522-1544 if you have any questions or need additional information.

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District within Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on November 8, 2022:

DISTRICT NAME HERE
NAME OF OFFICE HERE
LENGTH OF TERM HERE
(Vote for not more than?)

____ CANDIDATE'S NAME
____ CANDIDATE'S NAME
____ CANDIDATE'S NAME

DISTRICT NAME HERE
REFERRED BALLOT ISSUE _____ (TABOR) or REFERRED BALLOT QUESTION _____ NON-TABOR
(INSERT HERE)

PLEASE INSERT THE QUESTION (**TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS AND ALL OTHER QUESTIONS ARE IN UPPER AND LOWER CASE**)

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABOR. Entities should consult with their legal counsel to determine if data should be supplied as suggested.

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

Dear Pam:

Below please find the required information for preparation of the ballot issue notices for Referred Ballot Issue _____.

DISTRICT NAME

Designated Election Official:

Name

Title

Address

City, State, Zip

NOTICE OF ELECTION TO INCREASE TAXES TO INCREASE DEPT ON A CITIZEN PETITION ON A
REFERRED MEASURE

DISTRICT NAME

LOGAN COUNTY, STATE OF COLORADO

Election Date: (insert election date here)

Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

PLEASE LIST THE REFERRED BALLOT ISSUE QUESTION HERE (TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS) this is the same language provided with original certification.

Fiscal Information: is required with your Ballot Tabor Notice submission

Fiscal Year Spending Information:

2021 (Current fiscal year estimated)	[\$1,000,000]
2020 (Actual)	[\$1,000,000]
2019 (Actual)	[\$1,000,000]
2018 (Actual)	[\$1,000,000]
2017 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending:

[Insert % of overall change]

Overall dollar amount change:

[Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [Insert Year] fiscal year spending without tax increase: [amount of spending]

Information of Current Bonded Debt:

Principal amount:	[\$1,000,000]
Maximum annual repayment cost:	[\$1,000,000]
Total repayment cost:	[\$1,000,000]

Information on Proposed Bonded Debt:

Principal Amount	[\$1,000,000]
Maximum annual repayment cost:	[\$1,000,000]
Total repayment cost:	[\$1,000,000]

The following summaries were prepared from comments filed by persons FOR the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state "No comments were filed by the constitutional deadline".

The following summaries were prepared from comments filed by persons AGAINST the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state "No comments were filed by the constitutional deadline".

Sincerely,

Designated Election Official

