



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, August 18, 2020 - 9:30 a.m.**

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

Approval of the Minutes of the August 4, 2020 meeting.

Acknowledge the receipt of the Sheriff's Fee Report for the month of July, 2020.

Acknowledge the receipt of the Landfill's Supervisor's report for the month of July, 2020.

Acknowledge the receipt of the Treasurer's report for the month of July, 2020.

Acknowledge the receipt of the Clerk and Recorder's Report for the month of July, 2020

### **Unfinished Business**

Consideration of the award of the proposal for the purchase of asphaltic materials for the 2020 County Road Chip Seal Project.

### **New Business**

Consideration of the approval of Intergovernmental Agreement between Logan County and the City of Sterling granting free reciprocal admission privileges to governing bodies elected officials and full-time employees to the City Recreation Center and the Logan County Shooting Sports Complex.

Consideration of the approval of Intergovernmental Agreement between Logan County Clerk and Recorder and the Town of Peetz for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

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

- Logan County Coins/ Souvenirs - \$3,000
- Sugar Beet Days - \$5,000

**Other Business**  
**Miscellaneous Business/Announcements**

The next meeting will be scheduled for Tuesday, September 1, 2020, at 9:30 a.m. at the Logan County Courthouse.

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

August 4, 2020

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner - Absent

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Jerry Casebolt	Logan County Emergency Manager
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Planning and Zoning
Jeff Rice	Journal-Advocate

Chairman McBride called the meeting to order at 9:33 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. No revisions were noted.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 21, 2020 meeting.
- Acknowledge the receipt of the Veteran's Service Officer's Monthly Report and Certification of Pay form for the month of July, 2020.

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

Chairman McBride continued with Unfinished Business:

Commissioner Bauder moved to approve the proposal for asphalt overlay projects and approval of a contract between Logan County and Simon Contractors for the 2020 Overlay Program. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride continued with New Business:

The Board opened a proposal for the purchase of asphaltic materials for the 2020 County Road Chip Seal Project.

- Cobitco - \$1.94 per gallon

Commissioner Bauder moved to refer the bid to Jeff Reeves with Logan County Road and Bridge for his review. Chairman McBride 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 the Town of Fleming for administration of their respective duties concerning the conduct of the Coordinated Election November 3, 2020 and allow the Chairman to sign. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to approve Resolution 2020-29 authorizing assignment of certain County-held tax lien certificates of purchase. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to approve a Second Amendment to Lease between Logan County and the State of Colorado, Department of Higher Education by the State Board for Community Colleges and Occupational Education for use and benefit of Northeastern Junior Colleges for leasing of certain buildings and other equine program related facilities at the Logan County Fairgrounds and allow the Chairman to sign. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to approve an agreement between Logan County and Xcel Energy and issuance of Permit Number ROW2020-16 for use of the County Right of Way along County Road 43 for a pole and transformer. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to approve an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Permit Number ROW2020-17 for use of the County Right of Way along County Road 31.5 and County Road 28 for a fiber optics communications system. Chairman McBride seconded and the motion carried 2-0.

Commissioner Bauder moved to approve a Small Business grant application with the amendment for distribution of CARES funding. Chairman McBride seconded and the motion carried 2-0.

#### Announcements:

The next business meeting will be scheduled for Tuesday, August 18, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: August 18, 2020

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

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

CIVIL PAYMENTS						
Jul-20						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/14/2020	748	300163	2020-342	\$ 35.00	\$ 15.00	\$ 20.00
7/21/2020	749	300165	2020-339	\$ 35.00	\$ 15.00	\$ 20.00
7/28/2020	750	CASH	2020-359	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 60.00

CIVIL PAYMENTS CREDIT CARDS					
Jul-20					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/22/2020		2020-298	\$ 80.00		\$ 80.00
7/22/2020		2020-371	\$ 35.00		\$ 35.00
7/23/2020		2020-362	\$ 40.00		\$ 40.00
7/23/2020		2020-361	\$ 35.00		\$ 35.00
7/24/2020		2020-370	\$ 35.00		\$ 35.00
7/27/2020		2020-366/367/368/369	\$ 65.00		\$ 65.00
7/29/2020		2020-380	\$ 40.00		\$ 40.00
				Total Owed to County	\$ 330.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jul-20					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/15/2020			\$ 10.00		\$ 10.00
				Total Owed to County	\$ 10.00

CHP CREDIT CARDS			
Jul-20			
Date		Amount	Amount Owed to County
7/10/2020		\$ 63.00	\$ 63.00
7/10/2020		\$ 63.00	\$ 63.00
7/13/2020		\$ 63.00	\$ 63.00
7/14/2020		\$ 63.00	\$ 63.00
7/16/2020		\$ 63.00	\$ 63.00
7/16/2020		\$ 63.00	\$ 63.00
7/17/2020		\$ 152.50	\$ 152.50
7/17/2020		\$ 152.50	\$ 152.50
7/17/2020		\$ 63.00	\$ 63.00
7/20/2020		\$ 63.00	\$ 63.00
7/21/2020		\$ 152.50	\$ 152.50
7/21/2020		\$ 152.50	\$ 152.50
7/21/2020		\$ 152.50	\$ 152.50
7/22/2020		\$ 152.50	\$ 152.50
7/27/2020		\$ 63.00	\$ 63.00
7/24/2020		\$ 152.50	\$ 152.50
7/24/2020		\$ 152.50	\$ 152.50
7/28/2020		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 1,939.50

CIVIL CHECKS \$ 60.00  
 CIVIL CREDIT CARDS \$ 330.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 10.00  
 CHP CREDIT CARDS \$ 1,939.50  
 TOTAL PAID TO GENERAL FUND \$ 2,339.50 Check#751  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 105.00

**LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR**

315 Main Street Sterling, CO 80751

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

FOR JULY 2020		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	592.2	@ \$15.17	\$8,983.67
City of Sterling Dump Trucks	CL	118.57	@ \$23.17	\$2,747.27
General Public		74.25	@ \$23.17	\$1,720.37
Commerial (Packers & Roll Offs)	C	928.28	@ \$23.17	\$21,508.25
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	0.93	@ \$36.17	\$33.64
Industrial Waste	All other ID	877.07	@ \$36.17	\$31,723.62
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	157.62	@ \$46.34	\$7,304.11
Industrial Waste Out of County	IDOC		@ \$72.34	\$0.00
Rural Free Certificates	NC	125.49	NC	
All County Vehicles	NCC	201.57	NC	
<b>TOTAL TONS</b>		<b>3075.98</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$941.27</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>\$6.09</b>
E-Waste Recycling		21 ITEMS		\$148.00
E-Waste Recycling	NC	45 ITEMS	NC	
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood		6.07		
Car Tires (CHG)		57	@ \$5.00	\$285.00
Truck Tires (CHG)		2	@ \$8.00	\$16.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		2	@ \$5.00	\$10.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$189.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		1145		
<b>TOTAL OC &amp; IDOC</b>				<b>\$7,310.20</b>
<b>TOTAL IN COUNTY</b>				<b>\$68,117.09</b>
<b>GRAND TOTAL</b>				<b>\$75,427.29</b>

SIGNED BY: Ram Jendig  
 DATE: August 1, 2020

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jul-20	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	432.67	654.32	\$11,463.17
CHARGE	1932.54	1764.34	\$52,106.41
CITY OF STERLING	710.77	714.32	\$11,857.71
<b>TOTAL</b>	<b>3075.98</b>	<b>\$3,132.98</b>	<b>\$75,427.29</b>
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	6.07		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>3082.05</b>		

SIGNED BY: *Pam Jerdig*  
 DATE: *8-1-2020*

**LOGAN COUNTY TREASURER'S MONTHLY REPORT**  
**REPORT OF COUNTY FUNDS ONLY**  
**JULY 2020**

COUNTY FUNDS	6/30/20 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/20 BALANCE
COUNTY GENERAL	\$ 11,961,776.14	\$ 101,409.55	\$ 78,511.76	\$ 196,871.96	\$ -	\$ (1,120,627.95)	\$ (3,852.59)	\$ 11,214,088.87
ROAD & BRIDGE	\$ 4,809,245.41	\$ 5,199.12	\$ 4,721.54	\$ 344,651.59	\$ -	\$ (525,761.62)	\$ (4,359.69)	\$ 4,633,696.35
CONTINGENT	\$ 632,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632,999.55
CAPITAL EXPENDITURES	\$ 671,168.44	\$ 4,068.97	\$ 3,147.92	\$ 92,492.36	\$ -	\$ (133,164.65)	\$ (81.39)	\$ 637,631.65
JUSTICE CENTER	\$ 2,357,742.25	\$ -	\$ -	\$ 754.61	\$ -	\$ -	\$ -	\$ 2,358,496.86
TELEVISION FUND	\$ 154,841.70	\$ 609.23	\$ 472.11	\$ 880.55	\$ -	\$ (18,649.47)	\$ (12.19)	\$ 138,141.93
PEST CONTROL	\$ 299,424.25	\$ 3,095.73	\$ 1,262.54	\$ 13,095.78	\$ -	\$ (69,265.06)	\$ (61.92)	\$ 247,551.32
LODGING TAX	\$ 170,843.55	\$ -	\$ -	\$ 6,745.00	\$ -	\$ (40,163.48)	\$ -	\$ 137,425.07
SOLID WASTE	\$ 1,927,208.89	\$ (25.46)	\$ -	\$ 95,360.11	\$ -	\$ (55,137.23)	\$ 0.51	\$ 1,967,406.82
SOLID WASTE CLOSURE	\$ 489,481.94	\$ -	\$ -	\$ 5,926.81	\$ -	\$ -	\$ -	\$ 495,408.75
CONSERVATION TRUST	\$ 223,715.26	\$ -	\$ -	\$ 36.35	\$ -	\$ -	\$ -	\$ 233,751.61
FAIR FUND	\$ 191,246.10	\$ -	\$ -	\$ 7,845.00	\$ -	\$ (11,132.57)	\$ -	\$ 187,958.53
CAPITAL IMPROVEMENT	\$ 1,014,492.17	\$ -	\$ -	\$ 182,511.53	\$ -	\$ (22,515.72)	\$ (3,648.77)	\$ 1,170,839.21
AMBULANCE FUND	\$ 253,979.32	\$ -	\$ -	\$ 51,716.88	\$ -	\$ (59,636.92)	\$ -	\$ 246,059.28
% TAX COLLECTED TO DATE								98.01%
<b>TOTALS</b>	<b>\$ 25,168,164.97</b>	<b>\$ 114,357.14</b>	<b>\$ 88,115.87</b>	<b>\$ 998,888.53</b>	<b>\$ -</b>	<b>\$ (2,056,054.67)</b>	<b>\$ (12,016.04)</b>	<b>\$ 24,301,455.80</b>

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

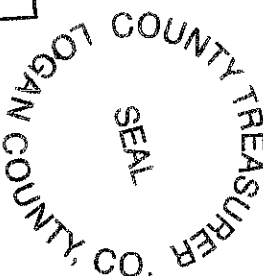
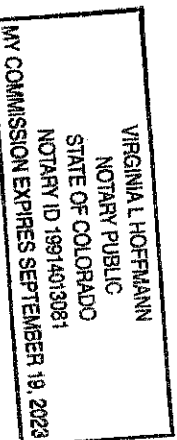
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$353,809.24 for the month of JULY 2020 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2020 is \$13,448.72 which includes fees for the County and all taxing authorities.

*Patricia Bartlett*  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of AUGUST 2020, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

My Commission expires: September 19, 2023

*Virginia L. Hoffmann*  
Notary Public





## Clerk Fees Collected 2020

July

	<b>2019</b>	<b>2020</b>	
<b><u>Recording Fees Retained</u></b>	13,989.46	52,488.56	
<b><u>Motor Vehicle Fees Retained</u></b>	365,796.77	343,632.33	
Total	\$ 379,786.23	\$ 396,120.89	\$16,334.66

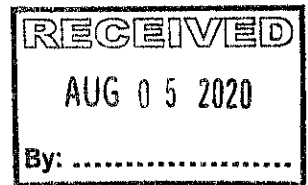
<b><u>Fees &amp; Taxes Distributed</u></b>			
State of Colorado	253,443.32	301,383.24	
City of Sterling	26,393.62	42,637.62	
Town of Fleming	1,549.72	1,627.20	
Total	\$ 281,386.66	\$ 345,648.06	\$64,261.40

Fees Retained Year to Date	\$2,263,592.53
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## ROAD & BRIDGE DEPARTMENT

12603 County Road 33  
Sterling, CO 80751  
970-522-3426



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August 5, 2020

Logan County Commissioners  
315 Main Street  
Sterling, CO 80751

Dear Board of County Commissioners:

The Logan County Road & Bridge Department is recommending awarding the 2020 proposal for Asphaltic materials to be used for chip seal operations to COBITCO Inc., 5301 Bannock Street, Denver, CO 80216. The bid was for approximately 180,000 gallons of material @ \$1.94 per gallon.

COBITCO Inc. the only proposal and the material proposed (CRS-R2) meets or exceeds required specifications.

Sincerely,

A handwritten signature in black ink, appearing to be "Jeff Reeves", written over a horizontal line.

Jeff Reeves  
Logan County Road & Bridge Manager



## 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 materials 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 180,000 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 3, 2020. Proposals will be opened at 9:30 a.m. on Tuesday, August 4, 2019 at the Logan County Courthouse, 315 Main Street, Sterling. 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.

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Bid amount \$ 1.94 per/gal.

Company Name: COBITCO Inc.  
By: Steven M. Marshall  
Address: 5301 North Bannock Street  
City/State/Zip: Denver, CO 80216-1623  
Telephone: 1-800-783-8575  
E-mail: steve.marshall@cobitco.com



5301 Bannock Street • Denver, CO 80216 • (303) 296-8575

## PRODUCT SPECIFICATION

### CRS-2R CATIONIC RAPID SETTING EMULSIFIED ASPHALT POLYMER MODIFIED

CRS-2R shall be an emulsified mixture of *straight-run vacuum tower bottoms asphalt*, synthetic SBR polymer dispersion, emulsifiers and water. The emulsion shall contain a minimum of three percent (3.0%) styrene butadiene rubber (SBR) solids by weight of asphalt cement. The SBR polymer dispersion shall be co-milled during the emulsification process such that a bicontinuous polymer-asphalt network is formed upon curing of the finished emulsion. The emulsion shall be pumpable and suitable for application through a distributor truck. The emulsion, standing undisturbed for 48 hours will show reflective white polymer on the surface as evidence that the emulsion contains comilled SBR polymer dispersion. The emulsified asphalt shall conform to the following requirements:

	<u>Min</u>	<u>Max</u>	<u>AASHTO</u>	<u>ASTM</u>	<u>CDOT</u>
<b>Tests on Emulsion:</b>					
Viscosity, Saybolt Furol, 50°C, s	80	450	T-59	D244	
Storage stability test, 24-h, % <sup>A</sup>		1	T-59	D6930	
Demulsibility, 35ml, 0.8% dioctyl sodium sulfosuccinate, %	40		T-59	D6936	
Particle charge test	positive		T-59	D244	
Sieve test, % <sup>A</sup>		0.1	T-59	D6933	
Distillation <sup>B</sup> :					
Oil distillate, by volume of emulsion, %		0.5	T-59	D6997	
Residue, %	67		T-59	D6997	CP-L2212*
<b>Tests on Residue from 325°F hot plate evaporation test (Colorado DOT CP-L2212)<sup>B</sup>:</b>					
Penetration, 25°C, 100g, 5 sec	70	120	T-49	D5	
Ductility, 25°C, 5 cm/min, cm	100		T-51	D113	
Ductility, 4°C, 5 cm/min, cm	30		T-51	D113	
Toughness, in-lb	110		D5801	CP-L2210*	
Tenacity, in-lb	75		D5801	CP-L2210*	
Elastic recovery, 25°C, 20cm, 5m hold/1h recovery, %	60		T301	D6084	CP-L2211*
Softening Point, Ring & Ball, °C	57		T-53	D36	
Solubility in trichloroethylene <sup>C</sup> , %	97.5		T-44	D2042	

<sup>A</sup> This test requirement on representative samples is waived if successful application of the material has been achieved in the field.

<sup>B</sup> Distillation to 260°C (T-59 §11 to 15) shall be the reference method for percent distillate and percent residue. Residue by hot plate evaporation at 163°C (CP-L2212 modified to a maximum temperature of 325°F) shall be the reference method to obtain material for tests on residue. Residue from distillation shall not be used for tests on residue due to polymer degradation at 260°C. Colorado DOT Procedure CP-L 2212\* modified to a 163°C maximum temperature may be used for acceptance testing of percent residue.

<sup>C</sup> If the solubility of the residue is less than 97.5%, the base asphalt binder for the emulsion shall be tested. The solubility of the base asphalt binder shall be greater than 99 percent.

\* CP-L 2210, CP-L 2211, and CP-L 2212 are Colorado Department of Transportation test procedures.

*Specifications are subject to change without notice.*

INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF STERLING AND LOGAN COUNTY

1. AGREEMENT. The Parties to this Intergovernmental Agreement ("Agreement") are the CITY OF STERLING, Colorado, a municipal corporation, ("City"), whose mailing address is PO Box 4000, Sterling, Colorado 80751, and the COUNTY OF LOGAN, a body politic and corporate, ("County"), whose mailing address is 315 Main Street, Suite 2, Sterling, CO 80751; collectively referred to as the "Parties" and individually as "Party."

2. RECITALS AND PURPOSES. Article XIV, Section 18 of the Colorado Constitution and §29-1-201 *et seq.*, C.R.S., provide for, and encourage, local governments and political subdivisions of the State of Colorado to make efficient and effective use of their powers and responsibility by cooperating and contracting with other governmental entities. Pursuant to Article 9 of the City's Charter creating the City's Department Of Parks, Library and Recreation, and §31-25-201(1), C.R.S., the City is authorized to establish and maintain recreation facilities, either within or without the municipal boundaries. Pursuant to §§29-7-101(1) and 29-7-107, C.R.S., the City and County are each statutorily authorized to acquire, own and operate public recreational facilities. The Parties to this Agreement each deem it to be in the public interest of the citizens of Sterling and Logan County to enter into an intergovernmental agreement to provide free reciprocal admission privileges to Logan County Elected Officials and full-time County employees (along with family members who reside with them at their same street address) at the City's Recreation Center located at 808 Elm St, Sterling, CO 80751 and to provide free reciprocal admission privileges to the City's City Council and full-time City employees (along with family members who reside with them at their same street address) at the County's Shooting Sports Complex located in the West Half (W½) of Section Three (3), Township Seven North (7N), Range Fifty-two (52), West of the Sixth Principal Meridian, Logan County, State of Colorado. Therefore, in consideration of the mutual covenants and obligations expressed herein, the Parties covenant, acknowledge, and agree as follows:

3. GRANTING OF FREE RECIPROCAL ADMISSION PRIVILEGES TO GOVERNING BODIES ELECTED OFFICIALS AND FULL-TIME EMPLOYEES THEREOF. The City hereby agrees that all Logan County Elected Officials and full-time County employees shall have free admission privileges to the City's Recreation Center located at 808 Elm St, Sterling, CO 80751, and the County hereby agrees that the City's City Council and full-time employees shall have free admission privileges at the County's Shooting Sports Complex located in the West Half (W½) of Section Three (3), Township Seven North (7N), Range Fifty-two (52), West of the Sixth Principal Meridian, Logan County, State of Colorado.

4. ACKNOWLEDGMENT OF ADDITIONAL TERMS. The City and County additionally agree that:

- a. The City and County will each determine the rules and regulations of use their respective properties.
- b. The City and County will share any records necessary in order to allow each Party to perform its obligations under this intergovernmental agreement.

- c. Neither the City nor the County shall be obligated to pay any sums or otherwise provide compensation or reimbursement to the other for any privileges provided under this agreement.

5. **INSURANCE AND INDEMNITY.** To the extent allowed by law, the County agrees to indemnify, defend and hold harmless the City, its respective agents, officers, servants, and employees of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of actions whatsoever arising out of the County's intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the City agrees to indemnify, defend and hold harmless the County, its respective agents, officers, servants, and employees of and from any and all costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of the City's intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants and employees, relating to this Agreement. Each party shall provide its own public liability and property damage insurance coverage as it may deem necessary for any potential liability arising from this Agreement.

6. **PRIOR APPROPRIATION REQUIRED.** The Parties acknowledge that the financial obligations of each Party arising hereunder constitute multi-year financial obligations as defined by Article X, Section 20 of the Colorado Constitution, and therefore such obligations are subject to annual appropriation by the respective governing boards of each Party.

7. **MODIFICATION.** No modification or waiver of this Agreement or of any covenant, condition, or provision herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.

8. **ENTIRE AGREEMENT.** This written Agreement embodies the whole agreement between the parties hereto and there are no inducements, promises, terms, conditions, or obligations made or entered into either by the County or the City other than those contained herein.

9. **ASSIGNMENT.** This agreement shall be binding upon the respective parties hereto, their successors or assigns, and may not be assigned by anyone without the prior written consent of the respective parties hereto.

10. **LEGAL AUTHORITY.** The City has represented to the County and, likewise, the County has represented to the City, that it possesses the legal ability to enter into this Agreement. In the event that a court of competent jurisdiction determines that either of the parties hereto did not possess the legal ability to enter into this Agreement, this Agreement shall be considered null and void as of the date of such court determination.

11. **DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the Parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one Party notifies the other Parties in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the Parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then

under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Logan County.

12. EXPIRATION. The Parties hereby agree that this Agreement shall automatically expire by its terms on July 1, 2024.

DATED \_\_\_\_\_.

CITY OF STERLING, COLORADO

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Clerk

COUNTY OF LOGAN, COLORADO

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Clerk

INTERGOVERNMENTAL AGREEMENT

AUG 12 2020

General Election  
November 3, 2020

CLERK &amp; REC

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of Aug., 2020, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Peetz** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

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 3, 2020**, 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 25, 2020**). [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 4, 2020**, 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, strike-outs, strike-throughs, 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 25, 2020.**

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 4, 2020.**

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 21, 2020.** [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, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines 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 4, 2020, 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 16, 2020**) 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 1, 2020** (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 9, 2020** (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 4, 2020**, 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, strike-outs, strike-throughs, 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 4, 2020.**

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 14, 2020 (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 4, 2020,** 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**

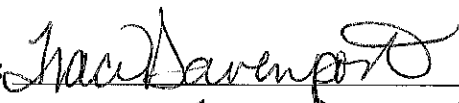
Attest:

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

(seal)

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

**Town of Peetz**

By:   
Printed Name: TRACY DAVENPORT  
Title: Mayor

Designated Election Official for the Entity:

Evelyn Gardiner  
Mailing Address: PO Box 7  
Peetz, CO 80747  
Phone: (970) 334 - 2473  
Fax: (970) 334 - 2472  
Email: towncl@peetzplace.com

## RESOLUTION #2020-7

### A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PEETZ, COLORADO, REGARDING A BALLOT QUESTION ON TERM LIMITS TO BE SUBMITTED TO THE ELECTORS OF THE TOWN OF PEETZ.

**WHEREAS**, Section 11 of Article XVIII of the Colorado Constitution was amended so as to allow statutory towns to eliminate the limitations on terms of office imposed by such Section;

**WHEREAS**, the Board of Trustees of the Town of Peetz has considered the impairments to effective government resulting from term limits in the Town of Peetz – which limits make it difficult to find qualified candidates in a town of such small population, and which limits discourage the development of experience in local government among the Board of Trustees;

**WHEREAS**, the Board of Trustees is authorized to cause the said ballot question to be submitted on behalf of the Town of Peetz to the electors of the Town of Peetz; and

**WHEREAS**, the Board of Trustees has determined that it is in the best interest of the citizens of the Town of Peetz to submit the ballot question to the electors.

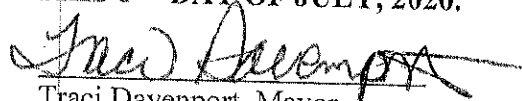
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PEETZ, COLORADO, AS FOLLOWS:**

1. A ballot question in that form which is attached hereto as Exhibit A shall be submitted to the electors of the Town of Peetz in accordance with the provisions of the laws of the State of Colorado at an election to be held on November 3, 2020.
2. The said election shall be conducted under the provisions of C.R.S. § *et seq.* and §1-1-101, *et seq.*

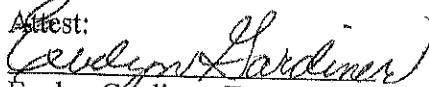
**THE BOARD OF TRUSTEES** hereby directs the Clerk of the Town of Peetz to take all actions necessary to implement the above, consistent with the requirements of the law.

**THIS RESOLUTION** shall be effective from and after its passage.

**INTRODUCED, READ, AND ADOPTED THIS 6<sup>TH</sup> DAY OF JULY, 2020.**

  
Traci Davenport, Mayor

Attest:

  
Evelyn Gardiner, Town Clerk

**LOGAN COUNTY**

AUG 12 2020

**CLERK & REC**

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

**\*\* Please print and review BOTH pages and bring to the meeting \*\***

Date: 8/7/2020 Project Title: Logan County Coins/Souvenirs

Responsible Party: (Signature) Glenna Phelps-Aurich

Funds Payable to: (Organization) Logan County Chamber of Commerce

Mailing Address: 109 N. Front Street, Sterling, CO 80751

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

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

Date(s) of Activity: Ongoing promotion

Total cost of project: \$3000

Amount requested: \$3000

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

To purchase 1000 souvenir coins with Logan County Courthouse, Sterling CO and the other side will have one of our tree sculptures or Historic landmarks in a series.

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words "Funds provided by www.ExploreSterling.com".
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

**See Reverse Side**

## Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE** copies of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

\*\*\*\*\*

### THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 3000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 8/10/2020

LCLTB Treasurer's Endorsement:  Date: 8/10/2020

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

**Reimbursement forms** must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!



# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

**\*\* Please print and review BOTH pages and bring to the meeting \*\***

Date: Aug 10 Project Title: Sugar Beet Days  
Responsible Party: (Signature) Chris Stoper  
Funds Payable to: (Organization) SUGAR BEET DAYS  
Mailing Address: 804 W. MAIN ST

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

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

Date(s) of Activity: Sept 18-20

Total cost of project: \_\_\_\_\_

Amount requested: 5,000 ✓

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

TO ADVERTISE AND PROMOTE ANNUAL SUGAR BEET DAYS

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
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7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

**See Reverse Side**

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\*\*\*\*\*

### THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

*With Health Department Approval*

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 5000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: \_\_\_\_\_

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

LCLTB Treasurer's Endorsement \_\_\_\_\_

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

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_

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

**Reimbursement forms** must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

**THANK YOU!!**

REVISED May 2016