



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 2, 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 July 26, 2022 meetings.

Acknowledge the receipt of the Veterans Service Officer's report and certification of pay form for the month of July, 2022.

Unfinished Business
New Business

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for repair and maintenance of Courthouse exterior architectural lighting for the Eastern Façade.

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for repair and maintenance of Courthouse exterior architectural lighting for the Northern Façade.

Consideration of the approval of 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.

Consideration of the approval of 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.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, August 16, 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	Chairman
Jane E. Bauder	Commissioner
Joseph A. McBride	Commissioner- Absent

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Officer
Jerry Casebolt	Logan County Emergency Manager
Dave Conley	Lodging Tax Board
Jeff Rice	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.

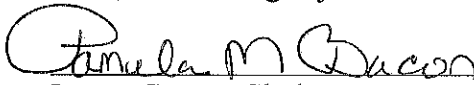
Other Business

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

July 26, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Chance Wright	Logan County Buildings and Grounds
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Tourist Center
Aaron Tilden	Millig LLC

Chairman Pelton called the meeting to order at 9:30 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 new business.

Commissioner McBride moved to deny the approval of a construction change order for Logan County Energy Performance Contract, Phase 1, with Millig, LLC, which provided for the award of Better Electric's lighting design and proposal for the Fairgrounds arena lighting instead of the current low bid submitted by RTS Lighting. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve the Phase II Energy Performance Contract between Logan County and Millig, LLC to implement energy conservation measures to include HVAC and controls at the Logan County Courthouse, Annex and Justice Center and LED lighting retrofits replacements at the Logan County Courthouse, with the following amendments:

1. Amend Section 2.1 contract sum to a total of \$3,424,056.00 to reflect an additional scope of work item to be included in the Annex HVAC and Controls energy conservation measures.
2. Amend Section 5.2 to require the prior approval of the Commissioners for all subcontractors used in the project.
3. Amend Schedule A: Project Description, Section 1., C., a., by adding a fourth energy conservation measure consisting of the demolition of the existing generator, boilers, and local hot water piping in the basement Boiler Room of the Annex.


Commissioner McBride seconded and the motion carried 2-1.

Other Business

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 10:00 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



Colorado Department of Military and Veterans Affairs
County Veterans Service Officers Monthly Report and Certification of Pay

County of Logan Month of July 2022

Telephone Calls	<u>from vets ⇒ 72</u> <u>to vets ⇒ 68</u> <u>about vets = 19</u>	Total calls : 159
Appointments	<u>office ⇒ 37</u> <u>home ⇒ 6</u>	Total visits : 43
Outreach	<u>- 02 -</u>	Total outreach : 02
Total Served	<u>—</u>	Total served : 204

Surveys Submitted	<u>- 02 -</u>	Total surveys : 02
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Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☐ 34 hours per week or fewer

☒ 35 hours per week or more

For the month of July, 2022 from Logan county.

Signature of County Veterans Service Officer

Date

Certifications by County Commissioner or Designee

☒ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.

☒ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

This certification, submitted monthly, properly signed and executed is considered as application for the monetary benefits to the County General Fund in accordance with 28-5-804 (2002) Colorado Revised State Statute.

Submit this form no later than the 15th day the following month to:

Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

SERVICE AGREEMENT

Project Name: Lighting the Eastern Facade of Logan County Courthouse
Contract Date: August 1st, 2022

THIS CONTRACT is made and entered into effective August 1, 2022 by and between **Blazen Illuminations ("Service Company")**, and **Logan County Colorado ("Customer")**;

WHEREAS Service Company is a company engaged in the business of demoing the old lighting and installing and maintaining the exterior architectural lighting and operating system at the Logan County Courthouse, and is willing to provide such services to Customer per the terms herein;

WHEREAS Customer desires to have the Service Company conduct an exterior LED lighting installation on the Eastern facade of the Logan County Courthouse;

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

1. SCOPE OF WORK

- a. The Service Company shall execute the entire Scope of Work described in the contract documents, except those specified under "Assumptions" (ARTICLE IIIC) below.
- b. As outlined in ATTACHMENT A, Service Company will provide all necessary technical services and equipment to install an exterior, architectural lighting system on the Eastern facade of the Logan County Courthouse in Logan County, Colorado. The new LED lighting system is designed to adjust color schemes using a computer controller. This can be done either on-site or remotely. The technology allows programming of the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

2. PROJECT SCHEDULE

- a. The following installation schedule is set by the Service Provider
 - Date of Commencement:** **Date of Signing**
 - Estimated Project Start Date:** August 8th, 2022
 - Estimated Completion Date:** August 12th, 2022
- b. Service Provider shall not be held liable for inclement weather, and in the event of such conditions, Service Provider shall submit a revised schedule to Customer for approval.
- c. Project schedule may be amended by either Service Company or Customer if agreed to by both parties in writing.

3. CONTRACT SUM

- a. The Customer shall pay the Service Company in the sum of \$63050.00.
- b. Pricing fully covers the costs necessary for completion of the project:
 - i. Demo / Removal of old light system and wiring
 - ii. Full-color (RGB) LED tape (includes all hardware for mounting and wiring)
 - iii. Power supply boxes (includes hardware and enclosures)
 - iv. DMX integration with current lighting system
 - v. Labor (assembly, installation, and programming)
 - vi. Travel and/or per diem
- c. Assumptions: The contract sum is predicated on Customer providing the following:
 - i. Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - ii. Due to the nature of this installation, some high voltage electrical work may need to be done by a licensed electrician to support the new systems electrical needs. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work and any and all additional electrical equipment needed for this portion will be the responsibility of Logan County. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - iii. This installation requires on-site use of a high-reach lift boom lift.

4. PAYMENT SCHEDULE

- a. The payment schedule is as follows:
 - i. **A 50% down payment in the amount of \$31525.00** is due at the signing of this agreement to assist Service Company with material purchasing, staffing, etc.
 - ii. **A final payment in the amount of \$31525.00** is due upon project completion

5. GENERAL PROVISIONS

- a. Service Company is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of the worker.
- b. Service Company shall re-execute any work that fails to conform to the requirements of the contract. All work shall be completed in a workmanlike manner and in compliance with all codes and other applicable laws.
- c. To the extent required by law, all work shall be performed by trained individuals duly licensed and authorized by law to perform said work.

6. CHANGE ORDERS

- a. Additions, deletions, modifications, and substitutions regarding the aforementioned scope of work shall be specified in a change order submitted in writing by Service Company to Customer
- b. Change orders must be agreed to and signed by the Customer and Service company before additions, deletions, modifications, and substitutions may be implemented.

7. WARRANTIES

- a. Service Company provides limited warranties on work completed (see "ATTACHMENT B") under the scope covered by this Agreement

8. TERMINATION

- a. 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.
 - i. 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.
 - ii. In the event of such termination due to the Customer's uncured default, if applicable, the Customer shall be liable to pay 50% of the down payment (or 25% of the total project amount) for the purpose of reimbursing the purchase of any materials already purchased by the Service Company
 - iii. In the event of termination due to Service Company's uncured default, the Service Company shall be liable to the Customer for the full amount of the down payment, if already received.

9. MISCELLANEOUS PROVISIONS

- a. Parties Bound: This Contract is 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 modification of the Contract.

10. INSURANCE AND INDEMNITY

- a. To the extent allowed by the law, the Customer agrees to indemnify, defend and hold harmless the Service Company, 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 Customer’s intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the Service Company agrees to indemnify, defend and hold harmless the Customer, 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 Service Company’s intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants, and employees, relating to this Agreement.

11. SIGNATURES

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 1, 2022.

Customer

Attn: Byron Pelton, Chairman
315 Main Street
Sterling, CO 80751
(970) 522-0888

Printed Name _____

Signature_____

Date _____

Logan **Service Company**

Nate Webb, Co-Owner
Blazen Illuminations
1437 N. Denver Avenue, #222
Loveland, CO 80538
800-980-4155 x 104
970.980.6725
Nate@blazenilluminations.com

Signature_____

Date _____

Logan County

Lighting the Eastern Facade // Logan County Courthouse

Blazen Illuminations will provide all of the necessary technical services and equipment to install an exterior, architectural lighting system on the eastern facade of the Logan County Courthouse in Logan County, Colorado. The new LED lighting system is designed to allow for adjusting color schemes using a computer controller. This can be done either on-site or remotely. The technology will enable our team to program the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

Assumptions:

Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.

Due to the nature of this installation, some high voltage electrical work may need to be done by a licensed electrician to support the new systems electrical needs. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work and any and all additional electrical equipment needed for this portion will be the responsibility of Logan County. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.

This installation will also require the on-site use of a high-reach lift. Our team will arrange this with Logan County employee Chance Wright.

Pricing

The lighting equipment we propose is resilient, high-quality, and will match and integrate completely with the lighting system as it currently exists.

Lighting the Eastern Facade // Logan County Courthouse

- Demo / Removal of Old Lights and Cabling**
- Full-color (RGB) LED tape** (includes all hardware for mounting and wiring)
- Power supply boxes** (includes hardware and enclosures)
- DMX integration with current lighting system**

- + **Labor** (assembly, installation, and programming)
- + **Travel + Per Diem**

□

Total Cost \$63050.00 *

ATTACHMENT “B” // Warranties

WARRANTY STATEMENT

Workmanship Integration

Blazen Illuminations warrants against defects in material and workmanship in the mounting and the interconnection of permanently installed audio-visual, security and network equipment. This workmanship integration warranty is valid for 90 days. The warranty begins on the date listed on the Certificate of Substantial Completion. This warranty includes miscellaneous items that are required to complete the equipment installation, such as low voltage cabling and termination hardware. This integration warranty coverage is during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays.

Manufactured Equipment

All new equipment installed by Blazen Illuminations is warranted under the manufacturer’s terms and conditions. No other equipment warranty is provided or implied with the installation. Manufacturers’ warranties generally do not cover the expense of removing, shipping or re-installing serviced equipment. Blazen Illuminations will cover these expenses associated only with new equipment during the 90 day workmanship integration warranty period. Warranty service provided by the manufacturer for parts and labor is typically performed at the manufacturer's facility. All warranty inquiries from the Customer will receive a return telephone call within 24 hours. On-site warranty service is conducted during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays

Exclusions

This warranty does not apply to any equipment whose interior or exterior has been damaged, defaced, tampered with or altered in any form at any time. Coverage will also be terminated when any equipment is subjected to misuse, abnormal service, handling or damage caused by natural phenomenon, such as: flooding, fire, lightning, tornado, earthquake, unstable atmospheric conditions, power surges, outages, or similar disturbances. Moving or tampering with wiring or connective hardware associated with the power supply, network connectivity, control, or equipment rack arrangement will also terminate warranty coverage. If any installed equipment is serviced by an entity other than Blazen Illuminations, it will not be covered by Blazen Illuminations’ warranty. This warranty does not cover consumable items such as batteries, lamps etc.; these are normal use items which are to be replaced by the customer as needed.

For the period shown below, equipment sold by Blazen Illuminations is warranted to be free of operational defects.

Under this warranty, parts and labor necessary to repair equipment malfunctions *, shall be provided at no cost **

Warranty Period: 1 year
Dates Valid: September 1, 2022 through September 30, 2023

Thank you again for allowing us to serve you!

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** Equipment malfunction is defined as any malfunction that occurs during normal operation, as determined by Blazen Illuminations*

*** Warranty Labor is provided, subject to availability, Monday – Friday from 8:00am to 5:00 pm MDT. By requesting warranty service on Saturday, Sunday, Holidays, or weekdays from 5:01pm to 7:59 am MDT, the customer agrees to be billed at applicable overtime rates and agrees to pay the bill on or before the due date indicated on the invoice.*

SERVICE AGREEMENT

Project Name: Repair/ Replace the Northern Facade of Logan County Courthouse
Contract Date: August 1st, 2022

THIS CONTRACT is made and entered into effective August 1, 2022 by and between **Blazen Illuminations ("Service Company")**, and **Logan County Colorado ("Customer")**;

WHEREAS Service Company is a company engaged in the business of demoing the old lighting and installing and maintaining the exterior architectural lighting and operating system at the Logan County Courthouse, and is willing to provide such services to Customer per the terms herein;

WHEREAS Customer desires to have the Service Company conduct an exterior LED lighting installation on the Northern facade of the Logan County Courthouse;

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

1. SCOPE OF WORK

- a. The Service Company shall execute the entire Scope of Work described in the contract documents, except those specified under "Assumptions" (ARTICLE IIIC) below.
- b. As outlined in ATTACHMENT A, Service Company will provide all necessary technical services and equipment to install an exterior, architectural lighting system on the Northern facade of the Logan County Courthouse in Logan County, Colorado. The new LED lighting system is designed to adjust color schemes using a computer controller. This can be done either on-site or remotely. The technology allows programming of the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

2. PROJECT SCHEDULE

- a. The following installation schedule is set by the Service Provider
 - Date of Commencement:** **Date of Signing**
 - Estimated Project Start Date:** August 8th, 2022
 - Estimated Completion Date:** August 12th, 2022
- b. Service Provider shall not be held liable for inclement weather, and in the event of such conditions, Service Provider shall submit a revised schedule to Customer for approval.
- c. Project schedule may be amended by either Service Company or Customer if agreed to by both parties in writing.

3. CONTRACT SUM

- a. The Customer shall pay the Service Company in the sum of **\$2900.00**.
- b. Pricing fully covers the costs necessary for completion of the project:
 - i. Demo / Removal of old light system and wiring
 - ii. Full-color (RGB) LED tape (includes all hardware for mounting and wiring)
 - iii. Power supply boxes (includes hardware and enclosures)
 - iv. DMX integration with current lighting system
 - v. Labor (assembly, installation, and programming)
 - vi. Travel and/or per diem
- c. Assumptions: The contract sum is predicated on Customer providing the following:
 - i. Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - ii. Due to the nature of this installation, some high voltage electrical work may need to be done by a licensed electrician to support the new systems electrical needs. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work and any and all additional electrical equipment needed for this portion will be the responsibility of Logan County. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - iii. This installation requires on-site use of a high-reach lift boom lift.

4. PAYMENT SCHEDULE

- a. The payment schedule is as follows:
 - i. **A 50% down payment in the amount of \$1450.00** is due at the signing of this agreement to assist Service Company with material purchasing, staffing, etc.
 - ii. **A final payment in the amount of \$1450.00** is due upon project completion

5. GENERAL PROVISIONS

- a. Service Company is to include all labor and approved materials, appliances and services of every kind necessary for proper execution of the worker.
- b. Service Company shall re-execute any work that fails to conform to the requirements of the contract. All work shall be completed in a workmanlike manner and in compliance with all codes and other applicable laws.
- c. To the extent required by law, all work shall be performed by trained individuals duly licensed and authorized by law to perform said work.

6. CHANGE ORDERS

- a. Additions, deletions, modifications, and substitutions regarding the aforementioned scope of work shall be specified in a change order submitted in writing by Service Company to Customer
- b. Change orders must be agreed to and signed by the Customer and Service company before additions, deletions, modifications, and substitutions may be implemented.

7. WARRANTIES

- a. Service Company provides limited warranties on work completed (see "ATTACHMENT B") under the scope covered by this Agreement

8. TERMINATION

- a. 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.
 - i. 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.
 - ii. In the event of such termination due to the Customer's uncured default, if applicable, the Customer shall be liable to pay 50% of the down payment (or 25% of the total project amount) for the purpose of reimbursing the purchase of any materials already purchased by the Service Company
 - iii. In the event of termination due to Service Company's uncured default, the Service Company shall be liable to the Customer for the full amount of the down payment, if already received.

9. MISCELLANEOUS PROVISIONS

- a. Parties Bound: This Contract is 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 modification of the Contract.

10. INSURANCE AND INDEMNITY

- a. To the extent allowed by the law, the Customer agrees to indemnify, defend and hold harmless the Service Company, 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 Customer’s intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the Service Company agrees to indemnify, defend and hold harmless the Customer, 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 Service Company’s intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants, and employees, relating to this Agreement.

11. SIGNATURES

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 1, 2022.

Customer

Logan County Commissioners
Attn: Byron Pelton, Chairman
315 Main Street
Sterling, CO 80751
(970) 522-0888

Printed Name _____

Signature_____

Date _____

Service Company

Nate Webb, Co-Owner
Blazen Illuminations
1437 N. Denver Avenue, #222
Loveland, CO 80538
800-980-4155 x 104
970.980.6725
Nate@blazenilluminations.com

Signature_____

Date _____

Logan County

Repair / Replace Lighting the Northern Facade // Logan County Courthouse

Blazen Illuminations will provide all of the necessary technical services and equipment to install an exterior, architectural lighting system on the Northern facade of the Logan County Courthouse in Logan County, Colorado. The new LED lighting system is designed to allow for adjusting color schemes using a computer controller. This can be done either on-site or remotely. The technology will enable our team to program the lighting system for holidays, seasonal events, and special celebrations, including synchronization with music.

Assumptions:

- ★ **Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed.** The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
- ★ **Due to the nature of this installation, some high voltage electrical work may need to be done by a licensed electrician to support the new systems electrical needs.** The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work and any and all additional electrical equipment needed for this portion will be the responsibility of Logan County. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
- ★ **This installation will also require the on-site use of a high-reach lift.** Our team will arrange this with Logan County employee Chance Wright.

Pricing

The lighting equipment we propose is resilient, high-quality, and will match and integrate completely with the lighting system as it currently exists.

Repair / Replacement Northern Facade Lights // Logan County Courthouse

- ★ **Demo / Removal of Old Lights and Cabling**
- ★ **Full-color (RGB) LED tape** (includes all hardware for mounting and wiring)
- ★ **Power supplies** (includes hardware)
- ★ **DMX integration with current lighting system**
- + *Labor (assembly, installation, and programming)*
- + *Travel + Per Diem*

Total Cost \$2900.00 *

ATTACHMENT “B” // Warranties

WARRANTY STATEMENT

Workmanship Integration

Blazen Illuminations warrants against defects in material and workmanship in the mounting and the interconnection of permanently installed audio-visual, security and network equipment. This workmanship integration warranty is valid for 90 days. The warranty begins on the date listed on the Certificate of Substantial Completion. This warranty includes miscellaneous items that are required to complete the equipment installation, such as low voltage cabling and termination hardware. This integration warranty coverage is during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays.

Manufactured Equipment

All new equipment installed by Blazen Illuminations is warrantied under the manufacturer’s terms and conditions. No other equipment warranty is provided or implied with the installation. Manufacturers’ warranties generally do not cover the expense of removing, shipping or re-installing serviced equipment. Blazen Illuminations will cover these expenses associated only with new equipment during the 90 day workmanship integration warranty period. Warranty service provided by the manufacturer for parts and labor is typically performed at the manufacturer's facility. All warranty inquiries from the Customer will receive a return telephone call within 24 hours. On-site warranty service is conducted during the hours of 8:00AM to 5:00PM MDT, Monday through Friday and excludes all Federal Holidays

Exclusions

This warranty does not apply to any equipment whose interior or exterior has been damaged, defaced, tampered with or altered in any form at any time. Coverage will also be terminated when any equipment is subjected to misuse, abnormal service, handling or damage caused by natural phenomenon, such as: flooding, fire, lightning, tornado, earthquake, unstable atmospheric conditions, power surges, outages, or similar disturbances. Moving or tampering with wiring or connective hardware associated with the power supply, network connectivity, control, or equipment rack arrangement will also terminate warranty coverage. If any installed equipment is serviced by an entity other than Blazen Illuminations , it will not be covered by Blazen Illuminations’ warranty. This warranty does not cover consumable items such as batteries, lamps etc.; these are normal use items which are to be replaced by the customer as needed.

For the period shown below, equipment sold by Blazen Illuminations is warrantied to be free of operational defects.

Under this warranty, parts and labor necessary to repair equipment malfunctions *, shall be provided at no cost **

Warranty Period: 1 year
Dates Valid: September 1, 2022 through September 30, 2023

Thank you again for allowing us to serve you!

** Equipment malfunction is defined as any malfunction that occurs during normal operation, as determined by Blazen Illuminations*

*** Warranty Labor is provided, subject to availability, Monday – Friday from 8:00am to 5:00 pm MDT. By requesting warranty service on Saturday, Sunday, Holidays, or weekdays from 5:01pm to 7:59 am MDT, the customer agrees to be billed at applicable overtime rates and agrees to pay the bill on or before the due date indicated on the invoice.*

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 2nd day of August, 2022, by and between the County of Logan, State of Colorado, hereinafter called "County", and Highline Electric Assoc. the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): North side of Pioneer Rd. from the west

side of Highway 138 to the east side of CR 39; and

WHEREAS, Applicant desires to install and construct a 69KV transmission line, which will be located (Circle One): along, bore under, or trench across Pioneer Rd., to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct a 69KV transmission line, described above, in the right of way of Pioneer Road, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than July 30th, 2023.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road

☒ Applicant hereby releases the County from any liability for damages caused by said 69KV transmission line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

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

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

☐ Other Provisions: _____

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Signature Printed name _____

Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:

Elliot Jones
Printed name _____

Elliot Jones
Signature _____

Address: 1300 S InterOcean, Holyoke,
CO 80734

Application Fee Paid _____

Date 07/18/22

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

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

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road

Sterling Substation to West Plains Substation 69 kV Transmission Line Upgrade

Highline is planning for the replacement of a 69 kV transmission line that will stretch from the northeast side of Sterling to Highline's West Plains substation located in western Logan County, Colorado.

- The rebuilt line will enhance electrical reliability to Highline member owners in the Atwood area, south and western Sterling, and Western Logan County.
We wish to start construction in September in order to minimize impact to our members and the Logan County community.
- The existing line is 60 years old but had an expected lifetime of 40 to 50 years at the time of its design. This means the existing line is past its designed service life.
- The new transmission line is being installed using primarily the same right-of-way as the original line.

We will be removing approximately 266 pole structures which are currently in service for Highline.

We will be removing approximately 22 pole structures which used to belong to XCEL Energy, but which Highline purchased from them. They are currently installed but not in use.

We will be installing approximately 247 pole structures in the path of this project. The reason there are fewer structures going in is that stronger poles will allow us to space them farther apart in some areas than we used to.

- The path has been outlined in the attached files named Overview map east half, Overview Map West half, and Aerial Map:
 - The project begins at the Western Area Power Administration's Sterling Substation which is in the northeast area of the city (I do not know if it is in or out of city limits). Legal location is the SE quarter of section 28, township 8 north, range 52 west. It will proceed north approximately 1.25 miles, then travel west approximately 5 miles. Part of this path is adjacent to Pioneer road on the north side of town. 0.45 miles north of the intersection of CR30 and CR33, SE of the NE quarter section 22, township 8 north, range 53 west, the project will turn north and continue for 2.5 miles on the west side of CR33 before continuing west. It will continue west for 8 miles along the south side of CR36 and terminate at Highline's West Plains Substation.

The following details where each transmission structure will be installed. This includes which roads the transmission structures run along, which side of the road these structures run along, how many structures run along each specific road, and finally if these structures are located on private property.

Structure 1 Through Structure 19

Starting on the east side of the WAPA/HEA Substation. There are no roads near these structures. These structures travel almost due north and end 0.17 miles east of the intersection of Pioneer Rd. and Highway 138. These structures are all located on private property. (Private Property)

Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road

Structure 20 Through Structure 22

These structures continue westward from structure 19 and end on the east side of Highway 138 (in between Highway 138 and the train tracks). Structure 22 is the only structure located along Highway 138. These structures are all located on private property. There are a total of 3 structures being installed in this area. (Private Property)

Structure 23 Through Structure 49

Located along the north side of Pioneer Rd. These structures travel from the west side of Highway 138 to 0.05 miles east of CR39. In total there are 27 transmission structures to be installed along the north side of Pioneer Rd. between highway 138 and CR39. These structures are not located on private property. (County Property)

Structure 50 Through Structure 64

These structures continue westward starting on the west side of CR39 and ending just east of the corner of CR30 and CR30.5. In total there are 15 transmission structures to be installed. These structures are all located on private property. (Private Property)

Structure 65

Located on the north side of CR30.5. There is one structure on the north side of CR30.5. This transmission structure is located on private property. (Private Property)

Structure 66 and Structure 67

Located on the south side of CR.30.5. There are two structures on the south side of CR30.5. These transmission structures are located on private property. (Private Property)

Structure 68 Through Structure 95

These structures continue westward from just west of CR30.5 and end on the east side of CR33 (0.45 miles north of CR30). There are a total of 28 transmission structures to be installed. These structures are all installed on private property. (Private Property)

Structure 96, 96.1, and 96.2 through Structure 133

Located on the west side of CR33. These structures start 0.45 miles north of CR30 and end on the south side of CR36. There are a total of 40 structures located along the west side of CR33. These structures are all located on private property. (Private Property)

Structure 134 Through Structure 247

Located on the south side of CR36. These structures start on the west side of CR33 and end on the east side of CR17. There are a total of 115 transmission structures located along the south side of CR36. These structures are all located on private property. (Private Property)

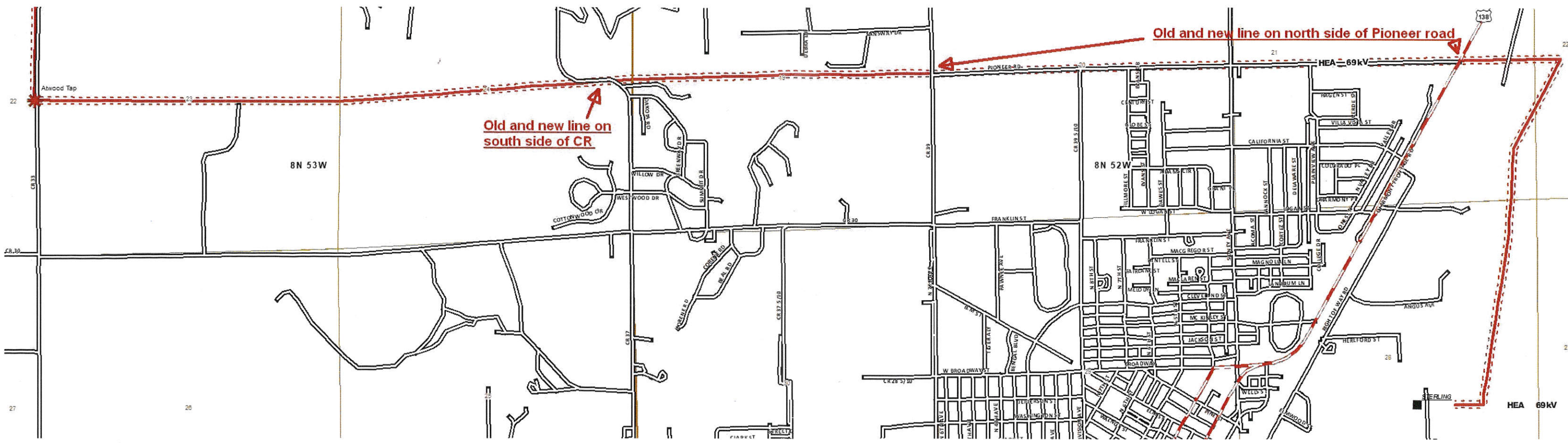
Questions regarding this transmission line project can be directed to:

Elliot Jones, System Engineer
Highline Electric Association
(970) 854-2236
ejones@hea.coop

Alex Astley, Manager of Engineering
Highline Electric Association
(970) 854-2236
aastley@hea.coop

Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road

Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road



Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road

ROW2022-10 August 2022

Along North side of Pioneer Road



Highline Electric Association
Right of Way
ROW2022-10 August 2022
Along North side of Pioneer Road



INTERGOVERNMENTAL AGREEMENT

**General Election
November 8, 2022**

LOGAN COUNTY

JUL 25 2022

CLERK & REC

THIS AGREEMENT is made and entered into this 21st day of July, 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Iliff** (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.

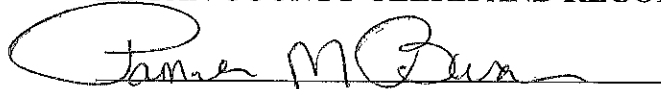
The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This 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

Town of Iliff

By:  _____

Printed Name: Shelly M Jackson

Title: Town Clerk

Designated Election Official for the Entity:

Shelly M Jackson

Mailing Address: Po Box 194

Iliff, CO 80736

Phone: (970) 522-2283

Fax: (970) 522-2281

Email: townofiliff@kci.net

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