



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 29, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 15, 2023, meeting.

Acknowledgement of the receipt of the Sheriff's Fee report for the month of July, 2023.

Unfinished Business

Consideration of the award of the bid for the construction of Logan County Bridge Replacement Project LOG 93-60.5-243 located on Logan County Road 93 between State Highway 138 and Interstate 76 east of Crook, Colorado.

New Business

The Board will open a public hearing to consider the approval of an application submitted by the Advancing Modern Professionals for Tomorrow (AMPT) for a Special Events Liquor License for 3429 Timber Lane, Merino, Colorado 80741 on September 9, 2023.

Consideration of the approval of a Service Agreement between Tyler Technologies, Inc. and Logan County for Software, Maintenance and Support on behalf of the Logan County Treasurer's Office.

Consideration of the approval of an agreement between Logan County and Niyol Wind Project and issuance of Right of Way Permit Number 2023-10 for use of the County Right of Way along County Road 59 for a Temporary Driveway/Accessway.

Consideration of the approval of Resolution 2023-26 approving the amendment of the Wind Energy regulations which were originally adopted on May 2, 2023.

Consideration of the approval of Resolution 2023-27 amending the Logan County Zoning Resolution by the adoption of regulations for the issuance of permits for Solar Energy Facilities in the unincorporated areas of Logan County, Colorado.

Consideration of the approval of Resolution 2023-28 approving the Final Plat for the Abird Enterprises, LLC, Minor Subdivision located in the Southwest Quarter (SW1/4) of Section 26, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2023-29 and an application for Subdivision Exemption on behalf of Douglas E. Fritzler and Kenneth L. Fritzler to create a 4.229-acre parcel from a 113.209-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, for use as a residence.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed in observance of Labor Day, Monday, September 4, 2023.

The next regular meeting will be scheduled for Tuesday, September 5, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

August 15, 2023

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Debbie Unrein	Logan County Finance
Diana Korbe	Logan County HR
Rick Cullip	Logan County Buildings and Grounds
Rob Quint	Logan County Planning and Zoning
Jose Soto	Liuna
Jeff Kinzie	Estate
Tom Kiel	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 1, 2023, meeting.
- Acknowledgement of the receipt of the Clerk and Recorder's report for the month of July, 2023.
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of July, 2023.
- Acknowledgment of the receipt of the Veteran's Service Officer's Monthly Report for the month of July, 2023.

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

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of amendments to the Logan County Zoning Resolution by the amendment of regulations for the issuance of permits for Wind Energy Facilities in the unincorporated areas of Logan County, Colorado. Chairman Sonnenberg seeing no further public comments, closed the public hearing testimony phase.

- Jose Soto from Liuna addressed the board regarding local employment to be added to the regulations.

Commissioner Brownell moved to approve the amendments to the Logan County Zoning Resolution by the amendment of regulations for the issuance of permits for Wind Energy Facilities in the unincorporated areas of Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of amendments to the Logan County Zoning Resolution by the adoption of regulations for the issuance of permits for Solar Energy Facilities in the unincorporated areas of Logan County, Colorado. Chairman Sonnenberg seeing no further public comments, closed the public hearing testimony phase.

- Jose Soto asked his prior comments be the same for this resolution.

Commissioner McBride moved to approve the amendments to the Logan County Zoning Resolution by the adoption of regulations for the issuance of permits for Solar Energy Facilities in the unincorporated areas of Logan County, Colorado. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg continued with New Business:

The Board opened a bid for the burial of a deceased indigent individual.

- Tennant Funeral Home in the amount of \$3,628.42

Commissioner McBride moved to approve the bid for the deceased indigent individual to Tennant Funeral Home in the amount of \$3,628.42. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-24 and an application for Subdivision Exemption on behalf of the Estate of Albert J. Kinzie, Jr. to create a 17.58-acre parcel from a 377-acre parcel in an Agricultural (A) zone district in the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 8 North, Range 49 West of the 6th Principal Meridian, in Logan County, Colorado. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Resolution 2023-24 and an application for Subdivision Exemption on behalf of the Estate of Albert J. Kinzie, Jr. to create a 17.58-acre parcel from a 377-acre parcel in an Agricultural (A) zone district in the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 8 North, Range 49 West of the 6th Principal Meridian, in Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an agreement between Logan County and Hooper Corporation and issuance of Right of Way Permit number 2023-9 for use of the County Right of Way to trench under County Road 51 for a new transformer for Xcel Energy. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County and Hooper Corporation and issuance of Right of Way Permit number 2023-9 for use of the County Right of Way to trench under County Road 51 for a new transformer for Xcel Energy. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-25 approving modified user fees for the deposit of solid waste in the Logan County Landfill to be effective January 1, 2024. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

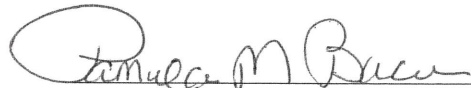
Commissioner Brownell moved to approve Resolution 2023-25 approving modified user fees for the deposit of solid waste in the Logan County Landfill to be effective January 1, 2024. Commissioner McBride seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, August 29, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:50 a.m.

Submitted by:



Logan County Clerk

Approved: August 29, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS						
Jul-23						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/7/2023	1006	714163	2023-390	\$ 45.00	\$ 20.00	\$ 25.00
8/7/2023	1007	714184	2023-392	\$ 45.00	\$ 20.00	\$ 25.00
8/7/2023	1008	714146	2023-393	\$ 54.00	\$ 26.00	\$ 28.00
8/7/2023	1009	714153	2023-389	\$ 45.00	\$ 5.00	\$ 40.00
8/7/2023	1010	714180	2023-391	\$ 45.00	\$ 5.00	\$ 40.00
8/8/2023	1011	714452	2023-402	\$ 45.00	\$ 5.00	\$ 40.00
Total Owed to County						\$ 198.00

* Emailed to Jennifer
 08.14.2023 @ 1:30pm
 (8)

CIVIL PAYMENTS CREDIT CARDS					
Jul-23					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/17/2023		2023-353	\$ 51.00		\$ 51.00
7/20/2023		2023-356	\$ 45.00		\$ 45.00
7/25/2023		2023-371	\$ 43.00		\$ 43.00
7/27/2023		2023-376/377	\$ 45.00		\$ 45.00
7/27/2023		2023-374	\$ 35.00		\$ 35.00
7/28/2023	1005	2023-373	\$ 40.00	\$ 17.50	\$ 22.50
8/7/2023		2023-387	\$ 35.00		\$ 35.00
8/7/2023		2023-383	\$ 35.00		\$ 35.00
8/7/2023		2023-388	\$ 35.00		\$ 35.00
8/8/2023		2023-394/399	\$ 35.00		\$ 35.00
8/9/2023		2023-411	\$ 35.00		\$ 35.00
Total Owed to County					\$ 416.50

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jul-23					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/24/2023			\$12.00		\$ 12.00
8/4/2023			\$12.00		\$ 12.00
8/8/2023			\$12.00		\$ 12.00
7/24/2023			\$25.00		\$ 25.00
7/10/2023			\$45.00		\$ 45.00
7/12/2023			\$50.00		\$ 50.00
7/12/2023			\$50.00		\$ 50.00
7/13/2023			\$50.00		\$ 50.00
7/17/2023			\$50.00		\$ 50.00
7/24/2023			\$50.00		\$ 50.00
7/24/2023			\$50.00		\$ 50.00
8/2/2023			\$50.00		\$ 50.00
Total Owed to County					\$ 456.00

CHP CREDIT CARDS			
Jul-23			
Date		Amount	Amount Owed to County
7/10/2023		\$63.00	\$ 63.00
7/12/2023		\$152.50	\$ 152.50
7/13/2023		\$63.00	\$ 63.00
7/14/2023		\$63.00	\$ 63.00
7/14/2023		\$63.00	\$ 63.00
7/17/2023		\$52.50	\$ 52.50
7/18/2023		\$63.00	\$ 63.00
7/18/2023		\$52.50	\$ 52.50
7/19/2023		\$63.00	\$ 63.00
7/21/2023		\$63.00	\$ 63.00
7/24/2023		\$63.00	\$ 63.00
7/25/2023		\$63.00	\$ 63.00
7/25/2023		\$63.00	\$ 63.00
7/25/2023		\$63.00	\$ 63.00
7/27/2023		\$152.50	\$ 152.50
7/27/2023		\$63.00	\$ 63.00
8/3/2023		\$152.50	\$ 152.50
8/4/2023		\$63.00	\$ 63.00
8/4/2023		\$63.00	\$ 63.00
Total Owed to County			\$ 1,444.50

CIVIL CHECKS \$ 198.00
 CIVIL CREDIT CARDS \$ 416.50
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 456.00
 CHP CREDIT CARDS \$ 1,444.50
 TOTAL PAID TO GENERAL FUND \$ 2,515.00 Check#1012
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 279.00

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

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

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

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

1. Name of Applicant Organization or Political Candidate Advancing Modern Professionals for Tomorrow (AMPT)	State Sales Tax Number (Required) See attached application
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 121 South 4th Street Sterling, CO 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) 3426 Timber Lane Merino, CO 80741
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4. Authorized Representative of Qualifying Organization or Political Candidate Jordan Ocanas	Date of Birth 01/26/98	Phone Number 303-929-5786
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
1005 N 7th Ave, Sterling, CO 80751

5. Event Manager Rebecca Curtis - Juneberry Market	Date of Birth 5/11/1987	Phone Number (970)467.7747
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Event Manager Home Address (Street, City, State, ZIP) 3429 Timber Lane Merino, Colorado 80741	Email Address of Event Manager juneberrymarket@outlook.com
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Date	Date	Date	Date
Sept 9, 2023				
Hours From 10 am.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 4pm.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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

Signature <i>Jordan Ocanas</i>	Title President of AMPT	Date 08/04/23
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Report and Approval of Local Licensing Authority (City or County)

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

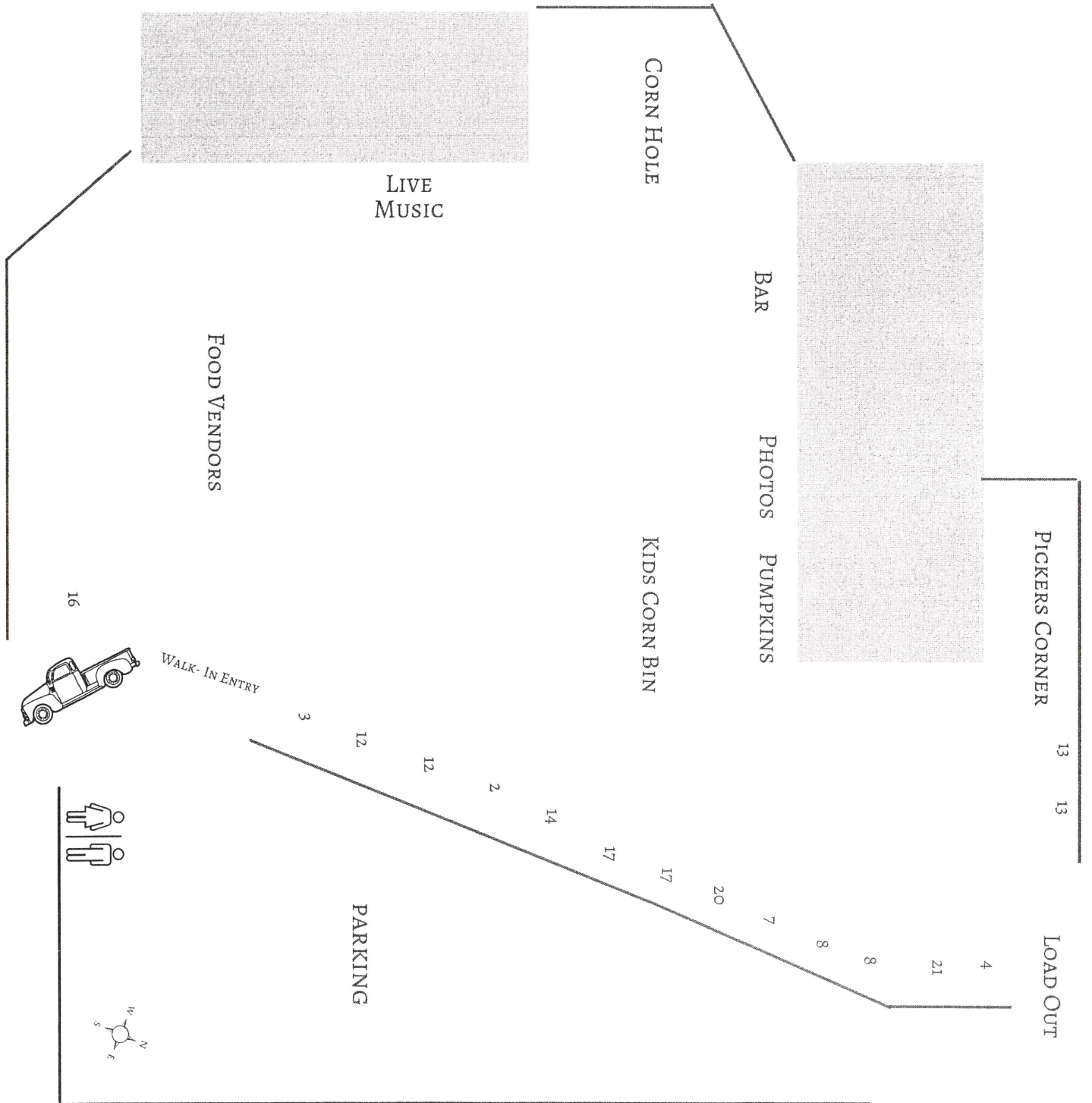
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

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

2023 JVM HAREST MARKET



Juneberry MARKET

VINTAGE • CUSTOM • HANDMADE

- 2- SWEET PINE DESIGN
- 3- COUNTRY PEAR DESIGNS
- 4- TWIN BEATERS LLC
- 5- HAT CREEK BOUTIQUE
- 6- SOUTHPLATTE SOAP + HONEY
- 7- SHELIA'S RUSTIQUE
- 8- CHARMING THREADS
- 9- EL SABOR DE LA VIDA
- 11- SCRUMPTIOUS SPREADABLE'S
- 12- TENTH + MAE
- 13- BARN SALVAGE
- 14- CACTUS HILL CREATIONS
- 15- WICKEDLY GOOD TREATS
- 16- DUSTED WITH LOVE
- 17- ARLENE'S SHE SHED
- 18- FLORIDARADO LLC
- 19- TATTERED FINDS
- 20- MY FARRAGO GIFTS
- 21 DONNA + DOLLY

QUITCLAIM DEED

THIS DEED, made this 15th day of March, 2022, between

WILLIAM T. PICKETT

of the County of Logan and State of Colorado, Grantor, and

JEREMIAH CURTIS and REBECCA CURTIS, in Joint Tenancy

whose legal address is: 3429 Timber Lane, Merino, CO 80741

of the County of Logan and State of Colorado, Grantee:

WITNESS, that the grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION,

the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents do remise, release, sell, convey and Quit Claim, unto the grantee, his heirs, successors and assigns, forever, all the right title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Logan and State of Colorado described as follows:

Lots 3 and 4, Pickett Subdivision in the S1/2 of Section 13, Township 6 North, Range 54 West of the 6th P.M., County of Logan, State of Colorado.

also known by street and number as: 3429 Timber Lane and Vacant Land, Merino, CO 80741

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, his heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.


William T. Pickett

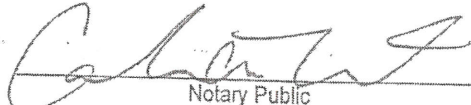
STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 15th day of March, 2022, by William T. Pickett.

My commission expires 5/17/2025

Witness my hand and official seal.

CASSANDRA ANN MAESTAS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214018244
MY COMMISSION EXPIRES 05/17/2025


Notary Public

State Documentary Fee
Date 3-16-2022
\$ None JC

NO DECLARATION RECEIVED

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Advancing Modern Professionals For Tomorrow, INC

is a

Nonprofit Corporation

formed or registered on 04/08/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161253151 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/22/2022 that have been posted, and by documents delivered to this office electronically through 08/24/2022 @ 06:23:41 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/24/2022 @ 06:23:41 in accordance with applicable law. This certificate is assigned Confirmation Number 14260763 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Logan County, Colorado.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.
6. SaaS Services.
 - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official

Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be

liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the date Tyler makes the SaaS environment available to you, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY**

OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.

19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| | Schedule 1: Business Travel Policy |
| Exhibit C | Service Level Agreement |
| | Schedule 1: Support Call Process |

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Logan County, CO

By: _____

By: _____

Name: _____

Name: Jerry A. Sonnenberg

Title: _____

Title: Chair, Board of County Commissioners

Date: _____

Date: August 29, 2023

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

Logan County
315 Main Street; Suite 4
Sterling, CO 80751
Attention: Patty Bartlett, County Treasurer



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Sales Quotation For:
Logan County
315 Main St Ste 4
Sterling CO 80751-4357

Quoted By: Tanner C
Quote Expiration: 12/09/
Quote Name:

Tyler Annual Software – SaaS

Description	Annual
ERP Pro powered by Incode	
ERP Pro 9 Financial Management Suite Core Financials	\$ 23,691
TOTAL:	\$ 23,691

Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro 9 Financial Management Suite			
Professional Services	32	\$ 4,640	\$ 0
Other Services			
Project Management	1	\$ 250	\$ 0
TOTAL:		\$ 4,890	\$ 0

Summary	One Time Fees	Recurring Fees
Total SaaS		\$ 23,691
Total Tyler Services	\$ 4,890	
Summary Total	\$ 4,890	\$ 23,691
Contract Total	\$ 28,581	

Detailed Breakdown of Professional Services (Included in Summary Total)

Description	Hours	Extended Price	Maintenance
ERP Pro powered by Incode			
ERP Pro 9 Financial Management Suite			
Current Future State Analysis - Financials	32	\$ 4,640	\$ 0
Sub-Total	32	\$ 4,640	\$ 0
TOTAL:	32	\$ 4,640	\$ 0

Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials includes general ledger, budget prep, bank recon, accounts payable.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - o Implementation and other professional services fees shall be invoiced as delivered.

- o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
Print Name: _____ P.O.#: _____



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.5 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.6 *Other Fixed Price Services:* Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning

- Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.7 *Web Services*: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.8 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
3. Third Party Products.
- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
- 3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.
- 3.5 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party’s then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting



support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 29th day of August, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and Niyol Wind 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): Section 13, Township 7N, Range 51W. Parcel #38073313100069

_____ ; and

WHEREAS, Applicant desires to install and construct a Temporary Driveway/Accessway, which will be located (**Circle One**) **along** bore under, or trench across County Road 59, 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 Temporary Driveway/Accessway, described above, in the right of way of County Road 59, 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 3 weeks after commencement of work.
- 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.

NIYOL Wind Project
Right of Way
ROW 2023-10 August 2023
13-7-51 off of County Road 59

Applicant hereby releases the County from any liability for damages caused by said Niyol Wind LLC, 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: N/A

Land Owner #1
Christine Hoppe Printed name Christine Hoppe
Signature

Land Owner #2
N/A Printed Name N/A
Signature

Individual Right-of-Way Permit Applicant:
John V. Harold

Printed name
John V. Harold
Signature

Address: 700 Universal Blvd
Juno Beach Florida 34408

Application Fee Paid _____
Date 07-12-2023

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

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

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

**NIYOL Wind Project
Right of Way
ROW 2023-10 August 2023
13-7-51 off of County Road 59**



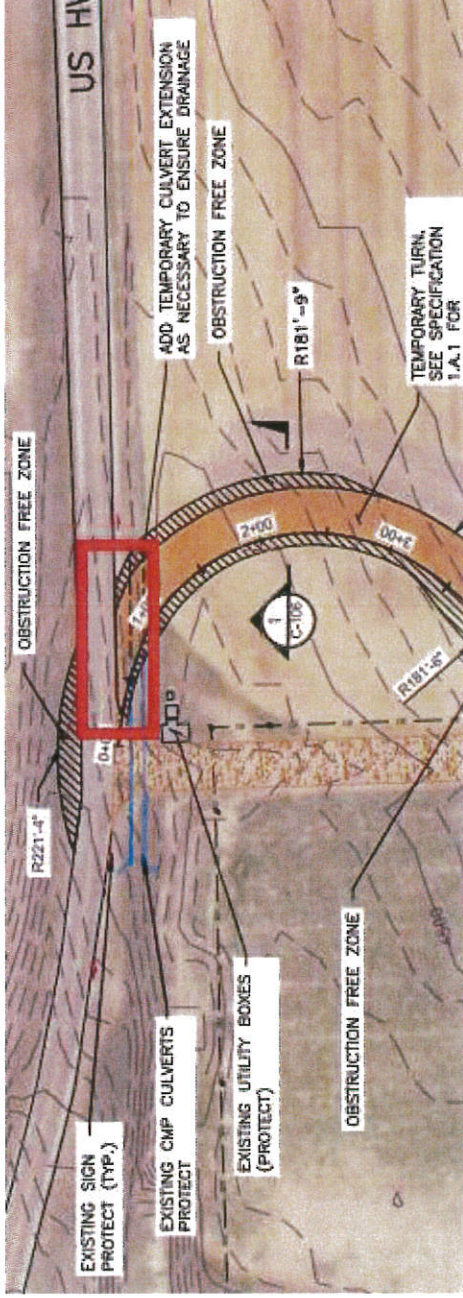
Hwy 61

CR 59

38073713100069

NIYOL Wind Project
Right of Way
ROW 2023-10 August 2023
13-7-51 off of County Road 59

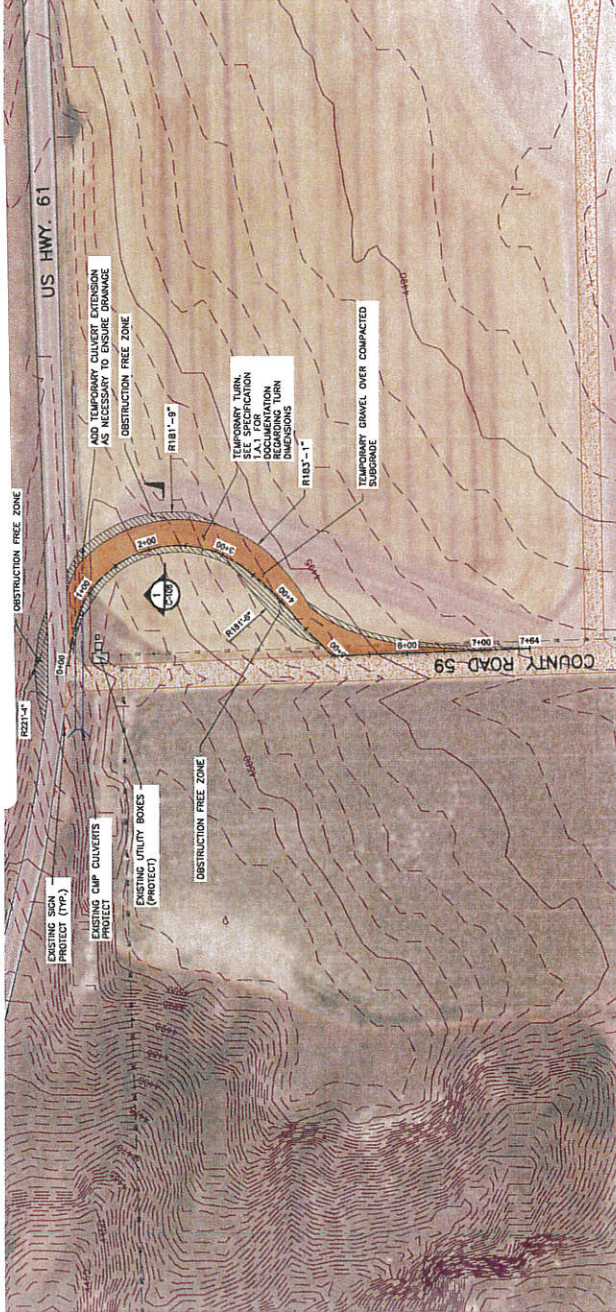
Drawing C-102 Rev 0 - Snippet



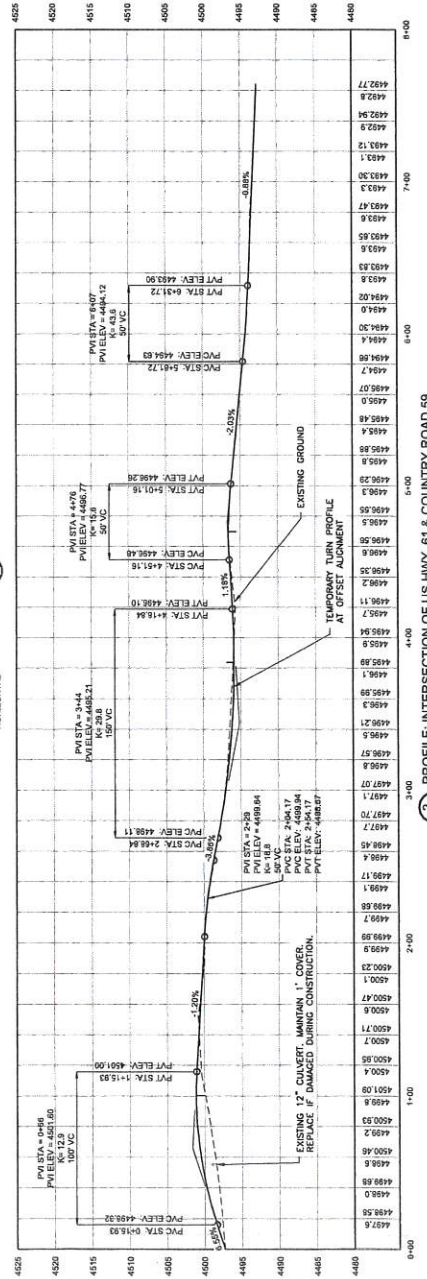
Intersection HWY 61 & CR 59 – Red Box illustrates the location of the proposed temporary driveway.

NIYOL Wind Project Right of Way

ROW 2023-10 August 2023 13-7-51 off of County Road 59



1 PLAN: INTERSECTION OF US HWY. 61 & COUNTY ROAD 59



2 PROFILE: INTERSECTION OF US HWY. 61 & COUNTY ROAD 59

TURN OF ALIGNMENT LAYOUT			
SEGMENT	TYPE	LENGTH [FT]	RADIUS [FT]
1	CURVE	42.7	391.5
2	CURVE	52.6	442.8
3	CURVE	111.3	372.70
4	CURVE	24.6	688.38
5	CURVE	49.3	1487.85
6	CURVE	98.3	2972.29
7	LINE	262.3	-

LEGEND

- 1/10" — EXISTING MAJOR CONTOUR
- 1/20" — EXISTING MINOR CONTOUR
- SECTION LINE
- EXISTING PAVED ROAD EDGE
- EXISTING GRAVEL ROAD EDGE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- EXISTING CULTIVY
- EXISTING SOIL
- EXISTING STRUCTURE
- EXISTING GRAVEL
- PROPOSED GRAVEL AREA

NOTES:

- EXISTING FOOTPRINTS DEVELOPED BASED ON AERIAL IMAGERY AND DATA APPROXIMATE. WITH VERTICAL CURVES SHALL BE CONSIDERED APPROXIMATE.
- EXISTING TOPOGRAPHY BASED ON PUBLICLY AVAILABLE LIDAR INFORMATION. ELEVATIONS SHALL BE CONSIDERED APPROXIMATE.
- ALTA SURVEY NOT AVAILABLE AT TIME DRAWING WAS PREPARED. CONSIDERED APPROXIMATE. ROAD RIGHT-OF-WAY, AND PROPERTY INFORMATION IS FOR INFORMATION ONLY.
- INSTALL PERMITS AS INDICATED IN THE PROJECT PERMIT. PERMITTING AGENCIES SHALL BE NOTIFIED OF ANY CHANGES TO THE PROJECT. LOCALIZED VEGETATION WEATHER, OFF-ROAD CONDITIONS, LOCALIZED VEGETATION ONTO PUBLIC ROADS SHALL BE AVOIDED. AND/OR CLEANED UP DAILY. FOLLOW ALL REGULATIONS AND RECOMMENDATIONS OF THE PROJECT SWPPP FOR ALL ACTIVITIES.
- PREPARE SUBGRADE PER THE TECHNICAL SPECIFICATIONS PRIOR TO AGGREGATE BASE PLACEMENT.
- STOCKPILE TORCHES ON APPROVED AREAS AND INSTALL MARKERS AS INDICATED IN THE PLANS, OR AS INDICATED IN THE PROJECT SWPPP (BY OTHERS).
- RESTORE TO PRE-CONSTRUCTION CONDITIONS AS INDICATED IN THE PROJECT SWPPP (BY OTHERS).
- REMOVE AND SALVAGE EXISTING SIGNS AND MARKERS WITHIN THE PROJECT RIGHT-OF-WAY. REINSTALL REPAIRED OR NEW SIGNS TO THEIR ORIGINAL LOCATION UPON COMPLETION OF PROJECT.
- EXTENTS OF GRAVELED AREA AND OBSTRUCTION FREE ZONES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE MANUFACTURER'S RECOMMENDATIONS PROVIDED BY PROJECT OWNER.
- CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE INTERSECTION IMPROVEMENTS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH BY LOCAL AND/OR APPLICABLE LOCAL JURISDICTION. ALL PERMITS SHALL BE OBTAINED PRIOR TO START OF CONSTRUCTION.



ISSUED FOR CONSTRUCTION
07/09/2023

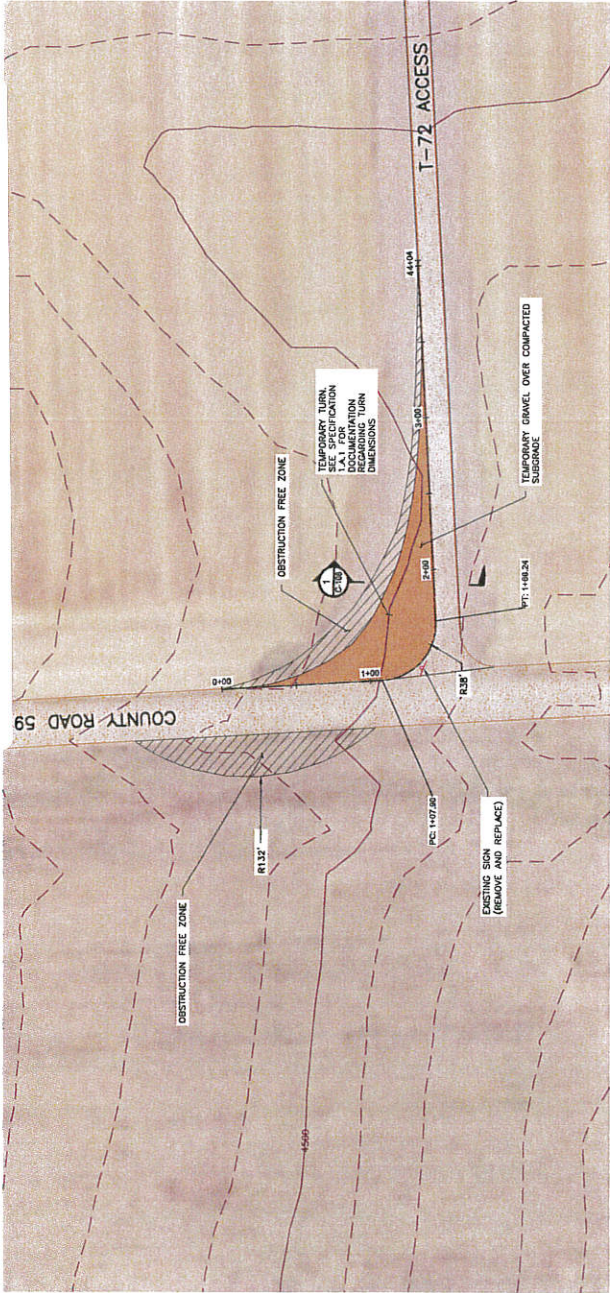
NIYOL WIND PROJECT LOGAN COUNTY, COLORADO INTERSECTION IMPROVEMENT US HIGHWAY 61 & COUNTY ROAD 59		BARR PROJECT NO.: 06381012.01 CLIENT PROJECT NO.: DWG. NO.: C-102 REV. NO.: 0
		AS BUILT DATE: 08/20/2023 DRAWN BY: JAZZ CHECKED BY: JAZZ DESIGNED BY: JAZZ APPROVED BY: JAZZ
 BARR ENGINEERING CO. 4300 MARKETPLACE DRIVE SUITE 100, DENVER, CO 80202 PHONE: 303.440.8277 WWW.BARR.ENG		DATE RELEASED: 08/20/2023 TOPOR:
REVISION DESCRIPTION NO. BY DATE	RELEASED A B C 0 1 2 3 DATE RELEASED:	REVISION DESCRIPTION NO. BY DATE

NIYOL Wind Project

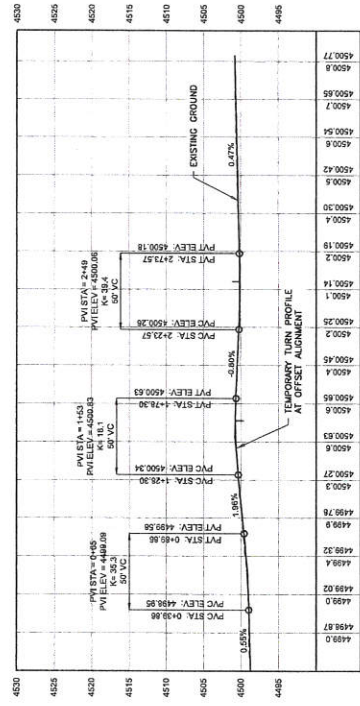
Right of Way

ROW 2023-10 August 2023

13-7-51 off of County Road 59



1 PLAN: INTERSECTION OF COUNTY ROAD 59 & T-72 ACCESS



2 PROFILE: INTERSECTION OF COUNTY ROAD 59 & T-72 ACCESS

TURN OR ALIGNMENT LAYOUT

SEGMENT	TYPE	LENGTH (FT)	BEARINGS	START STATION	END STATION
1	LINE	107.9	5.0°14'07" E	9+00.00	1+07.90
2	CURVE	93.3	37.2	1+07.90	1+162.24
3	LINE	277.5	N. 6°35'07" E	1+162.24	4+012.73

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- SECTION LINE
- EXISTING PAVED ROAD EDGE
- EXISTING GRAVEL ROAD EDGE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING FENCE
- EXISTING CULVERT
- EXISTING SIGN
- EXISTING STRUCTURE
- EXISTING GRAVEL
- PROPOSED GRAVEL AREA

NOTES

- EXISTING TOPOGRAPHY BASED ON PUBLICLY AVAILABLE LIDAR INFORMATION. ELEVATION SHALL BE CONSIDERED APPROXIMATE.
- EXISTING TOPOGRAPHY NOT AVAILABLE AT TIME DRAWING WAS PREPARED. CONTOUR LINES AND ROAD RIGHT-OF-WAY PROPERTY LINES ARE NOT SHOWN.
- INSTALL BMPs AS INDICATED IN THE PROJECT SWPPP (BY OTHERS). ADDITIONAL PERMITTER CONTROLS MAY BE NEEDED DEPENDING ON LOCAL CONDITIONS AND MOVEMENT OF SEDIMENT. TRACKING OF SEDIMENT ONTO PUBLIC ROADS SHALL BE AVOIDED, AND/OR CLEANED UP DAILY. CONTACT PUBLIC AGENCIES PRIOR TO THE PROJECT SWPPP FOR ADDITIONAL DETAILS.
- PREPARE SUBGRADE PER THE TECHNICAL SPECIFICATIONS PRIOR TO AGGREGATE BASE PLACEMENT.
- STOCKPILE TOPSOIL ON APPROVED AREAS, AND INSTALL BMPs AS INDICATED IN THE PLANS, OR AS INDICATED IN THE PROJECT SWPPP (BY OTHERS).
- RESERVE FOR CONSTRUCTION CONDITIONS AS INDICATED IN THE PROJECT SWPPP (BY OTHERS).
- REMOVE AND SALVAGE EXISTING SIGNS AND MARKERS WITHIN CONSTRUCTION ZONES (IF APPLICABLE). INSTALL TEMPORARY TRAFFIC CONTROL PER LOCAL SPECIFICATIONS (E.G., INSTALL REMOVED SIGNS TO THEIR ORIGINAL LOCATION UPON COMPLETION OF PROJECT).
- CONSTRUCTION OF TEMPORARY TURN PROFILE ZONES DEVELOPED BASED ON TRANSPORTATION STUDY AND TURNING MANEUVER RECOMMENDATIONS PROVIDED BY PROJECT OWNER.
- CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE INTERSECTION IMPROVEMENTS SHALL COMPLY WITH THE REQUIREMENTS SET FORTH BY STATE AND FEDERAL REGULATIONS. ALL NECESSARY PERMITS SHALL BE IN PLACE PRIOR TO START OF CONSTRUCTION.



ISSUED FOR CONSTRUCTION
07/06/2023

BAR# PROJECT No.	06381012.01
CLIENT PROJECT No.	
BAR# No.	C-103
REV. No.	0



NO.	DATE	BY	DESCRIPTION
1	07/06/2023	JB	ISSUED FOR CONSTRUCTION
2	07/06/2023	JB	ISSUED FOR CONSTRUCTION
3	07/06/2023	JB	ISSUED FOR CONSTRUCTION

DATE RELEASED	07/06/2023
TIME RELEASED	
BY	JB
FOR	ISSUED FOR CONSTRUCTION
REVISION DESCRIPTION	ISSUED FOR CONSTRUCTION
DATE	07/06/2023
APP.	JB

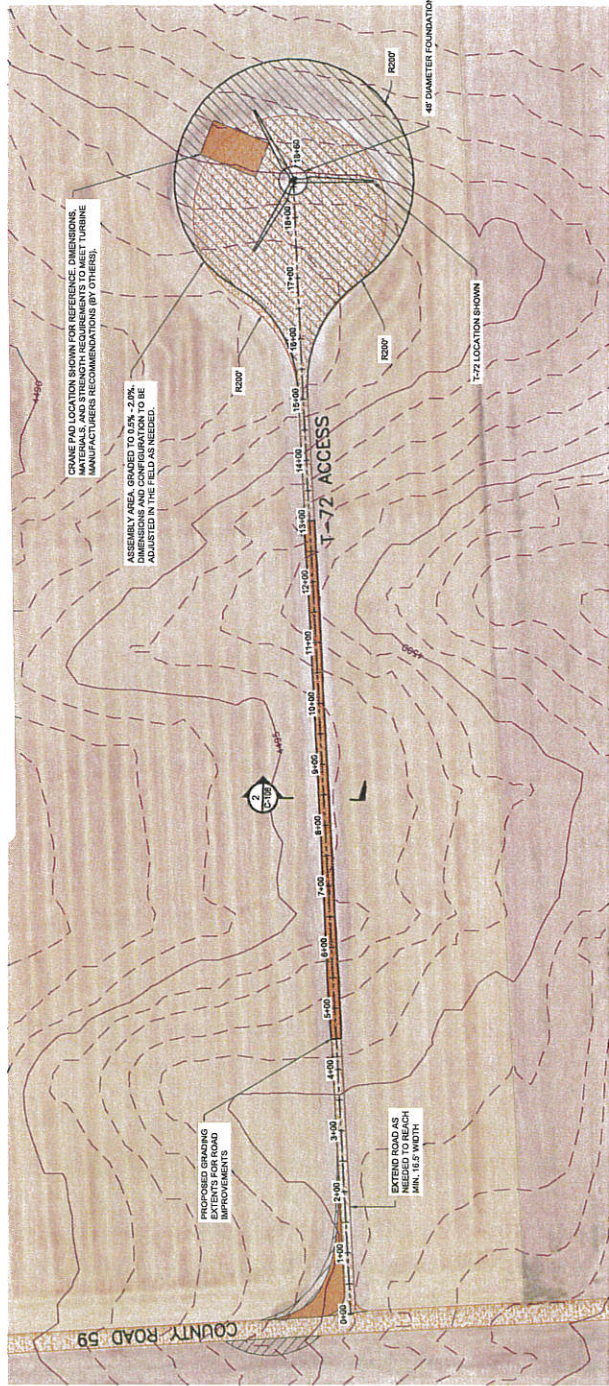
NIYOL WIND PROJECT
LOGAN COUNTY, COLORADO
INTERSECTION IMPROVEMENT
COUNTY ROAD 59 & T-72 ACCESS

James Barr
Professional Engineer
License No. 44069
State of North Carolina

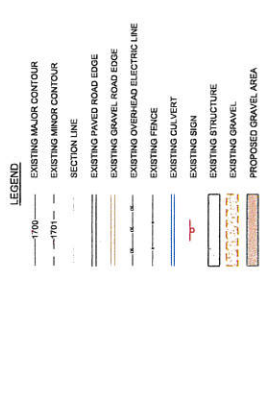
James Barr Engineering Co.
4000 MARKETPLACE DRIVE
MANASSAS, VA 20108
P: 540-403-2277
F: 540-403-2277
WWW.JAMESBARR.COM

NIYOL Wind Project Right of Way

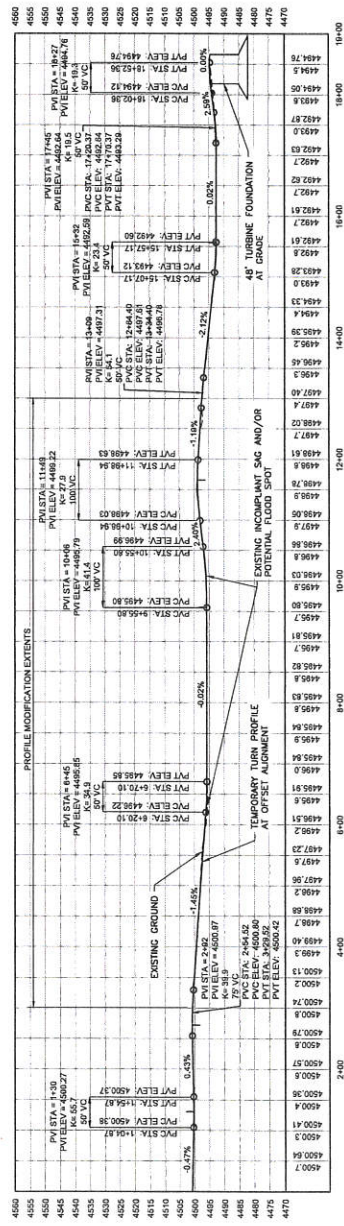
ROW 2023-10 August 2023
13-7-51 off of County Road 59



SEGMENT	TYPE	LENGTH (FT)	BEARING	START STATION	END STATION
1	LINE	1403.9	RMF5500°E	1403.9	1544.81
2	CURVE	781.1	127°19'0"	1544.81	1544.81
3	LINE	352.1	NMP7130°E	1544.81	1549.92



- NOTES:**
- EXISTING FEATURES DEVELOPED BASED ON AERIAL IMAGERY AND DATA FROM PROJECT SITE VISIT. LOCATIONS SHALL BE CONSIDERED APPROXIMATE.
 - APPROXIMATE ELEVATIONS BASED ON AVAILABLE LOW POINT INFORMATION. ELEVATIONS SHALL BE CONSIDERED APPROXIMATE.
 - ALTA SURVEY NOT AVAILABLE AT TIME DRAWING WAS PREPARED. CONTROL POINTS, SECTION LINES, ROAD RIGHT-OF-WAY, AND PROPERTY LINES ARE NOT SHOWN.
 - INSTALL BENCHMARKS AS INDICATED IN THE PROJECT SWPPP (BY OTHERS). CONSTRUCTION ACTIVITIES SHOULD BE LIMITED TO LOCALIZED WEATHER, OFFROAD CONDITIONS, LOCALIZED VEGETATION REMOVAL, AND MOVEMENT OF SEDIMENT. TRACKING OF SEDIMENT AND WEATHER CONDITIONS SHALL BE MONITORED AND REPORTED TO FOLLOW THE RECOMMENDATIONS OF THE PROJECT SWPPP FOR ADDITIONAL DETAILS.
 - PREPARE SURGRADE PER THE TECHNICAL SPECIFICATIONS PRIOR TO AGRICULTURE BASE PLACEMENT.
 - STOCKPILE TOPSOIL ON APPROVED AREAS, AND INSTALL BMP'S AS INDICATED IN THE PLAN, ON AS INDICATED IN THE PROJECT SWPPP (BY OTHERS).
 - RESTORE TO PRE-CONSTRUCTION CONDITIONS AS INDICATED IN THE PROJECT SWPPP BY OTHERS.
 - REMOVE AND SALVAGE EXISTING SIGNS AND MARKERS WITHIN CONSTRUCTION ZONES (IF APPLICABLE). INSTALL TEMPORARY TRAFFIC CONTROL SIGNS (IF APPLICABLE) PRIOR TO CONSTRUCTION. SIGNS TO BE REMOVED UPON COMPLETION OF PROJECT.
 - EXTENTS OF GRAVELLED AREA AND OBSTRUCTION FREE ZONES DEVELOPED BASED ON TRANSPORTATION STUDY AND TURBINE MANUFACTURER RECOMMENDATIONS PROVIDED BY PROJECT OWNER.
 - CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE INTERSECTION OF COUNTY ROAD 59 AND T-72 ACCESS ROAD SHALL BE LIMITED TO LOCALIZED WEATHER, OFFROAD CONDITIONS, LOCALIZED VEGETATION REMOVAL, AND MOVEMENT OF SEDIMENT. TRACKING OF SEDIMENT AND WEATHER CONDITIONS SHALL BE MONITORED AND REPORTED TO FOLLOW THE RECOMMENDATIONS OF THE PROJECT SWPPP FOR ADDITIONAL DETAILS.



ISSUED FOR CONSTRUCTION
07/06/2023



BAR PROJECT NO.	06381012.01
CLIENT PROJECT NO.	
DRAWN BY	C-104
REV. NO.	0

NIYOL WIND PROJECT	
LOGAN COUNTY, COLORADO	
ROAD IMPROVEMENTS	
T-72 ACCESS AND TURNAROUND	

AS SHOWN	DATE	BY	APPROVED
08/10/2023	JJCZ	JAMIE	JAMIE
08/10/2023	JJCZ	JAMIE	JAMIE
08/10/2023	JJCZ	JAMIE	JAMIE

CLIENT	NIYOL WIND PROJECT
PERMIT	2023-10
CONSTRUCTION RECORD	2023-10
RELEASED	2023-10
TOPOR	2023-10
DATE RELEASED	08/10/2023

NO.	BY	CHK	APP	DATE	REVISION DESCRIPTION
0	JAMIE	JAMIE	JAMIE	08/10/2023	ISSUED FOR CONSTRUCTION
1	JAMIE	JAMIE	JAMIE	08/10/2023	ISSUED FOR REVIEW

RESOLUTION

NO. 2023 - 26

A Resolution approving the amendment of the Wind Energy regulations which were originally adopted on May 2, 2023.

WHEREAS, the Board of County Commissioners of Logan County adopted regulations for Wind Energy Facilities in the unincorporated areas of Logan County on May 2, 2023; and

WHEREAS, upon further review of the regulations, it was determined that minor amendment of the regulations was desirable to make them more internally consistent with the terminology used in other provisions of the Logan County Zoning Resolution and with the permit application procedures to be required by the regulations for Solar Energy Facilities; and

WHEREAS, the proposed amendments have been reviewed by the Logan County Planning Commission and were approved with a recommendation for adoption at its public hearing on July 18, 2023; and

WHEREAS, as required by law, legal notice was published on July 15, 2023 concerning a Public Hearing of the Logan County Board of County Commissioners to be held on August 15, 2023 to consider adoption of the amended Wind Energy Regulations; and

WHEREAS, the Board of County Commissioners held a public hearing on August 15, 2023 to consider the amendments, and approved the amendments as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The amended Wind Energy Regulations, in the form attached hereto, **ARE HEREBY ADOPTED** and same shall become incorporated into the Logan County Zoning Resolution, effective August 15, 2023.
2. The Wind Energy Regulations, as amended, shall remain in effect until further amendment or repeal by the Board of County Commissioners.

ADOPTED this 29th day of August, 2023, effective August 15, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Jerry A. Sonnenberg, Chairman (Aye)(Nay)

Joseph A. McBride (Aye)(Nay)

Mike Brownell (Aye)(Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 29th day of August, 2023.

County Clerk and Recorder

RESOLUTION

NO. 2023 - 27

A Resolution amending the Logan County Zoning Resolution by the adoption of regulations for the issuance of permits for Solar Energy Facilities in the unincorporated areas of Logan County, Colorado.

WHEREAS, the Board of County Commissioners of Logan County is authorized pursuant to C.R.S. §30-28-116 and section 11.1 of the Logan County Zoning Resolution to adopt zoning regulations and to amend existing zoning regulations; and

WHEREAS, the Board of County Commissioners of Logan County has determined that the adoption of more detailed regulations for the approval of solar energy facilities in Logan County is desirable and necessary to provide more uniform guidelines and standards for the planning and approval of solar energy projects in the County; and

WHEREAS, amendment of the Logan County Zoning Resolution by the establishment of uniform standards and guidelines will serve the best interests of Logan County and will promote the public health, safety and welfare; and

WHEREAS, the proposed regulations for Solar Energy Facilities have been studied and reviewed by the Logan County Planning Commission, and were approved with a recommendation for adoption at its public hearing on July 18, 2023; and

WHEREAS, as required by law, legal notice was published on July 15, 2023 concerning a public hearing of the Logan County Board of County Commissioners to be held on August 15, 2023 to consider adoption of the proposed Solar Energy Regulations; and

WHEREAS, the draft of the proposed regulations, as recommended for adoption by the Logan County Planning Commission, has been made available for inspection by the public in the Logan County Planning and Zoning Department and all required notices concerning the proposed adoption of the Solar Energy Regulations have been given; and

WHEREAS, the Board of County Commissioners approved the proposed Solar Energy Regulations, without amendment, at the conclusion of the public hearing on August 15, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The Solar Energy Regulations, in the form attached hereto, **ARE HEREBY ADOPTED** and same shall become incorporated into the Logan County Zoning Resolution, effective on August 15, 2023.
2. Logan County Zoning Resolution, Section 3.1 - Use Schedules for Zoning Districts, is hereby amended by the addition of the following:

Section 3.1 - Use Schedules for Zoning Districts

Agricultural Zone

Solar Energy Facilities

Use by Special Permit (P)

3. The Wind Energy Regulations, as amended, shall remain in effect until further amendment or repeal by the Board of County Commissioners.

ADOPTED this 29th day of August, 2023, effective August 15, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Jerry A. Sonnenberg, Chairman

(Aye)(Nay)
Joseph A. McBride

(Aye)(Nay)
Mike Brownell

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 29th day of August, 2023.

County Clerk and Recorder

RESOLUTION

NO. 2023-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE FINAL PLAT FOR THE ABIRD ENTERPRISES, LLC, MINOR SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 26, TOWNSHIP 8 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

WHEREAS, Abird Enterprises, LLC, have petitioned the Board of County Commissioners of Logan County, Colorado to formally approve the creation of a two (2) lot minor subdivision consisting of Lot 1, containing 4.97 acres, and Lot 2, containing 9.57 acres, to be created on a parcel of land described as follows:

A tract of land in the Southwest Quarter (SW1/4) of Section 26, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado, being more particularly described as follows:

Commencing at the Southwest Corner of Section 26, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado; thence North 00°34'48" West on the west line of the Southwest Quarter (SW1/4) of said Section, 355.21 feet to the Northwest Corner of a tract of land described in Book 605, Page 429, also being the Point of Beginning; thence North 00°34'48" West on said west line, 292.77 feet to the Northwest corner of a 14.36 acre tract of land surveyed by Anne M. Korbe P.L.S. 26964, Reception #709064; thence North 88°15'43" East of the North line of said 14.36 acre tract, 1340.69 feet to the Northeast corner of said 14.36 acre tract; thence South 01°48'29" East on the east line of said 14.36 acre tract, 647.14 feet to the Southeast Corner of said 14.36 acre tract, also being a point on said south line; thence South 88°13'54" West on said south line, 654.39 feet, also being the Southeast corner of said tract described in Book 605, Page 429; thence North 00°01'59" East on the east line of said tract described in Book 605, Page 429, 349.42 feet to the Northeast Corner of said tract described in Book 605, Page 429; thence South 88°42'39" West on the north line of said tract described in Book 605, Page 429, 703.83 feet to the Point of Beginning containing 14.36 acres, more or less subject to county road Right-of-way.

WHEREAS, Abird Enterprises, LLC, owner of the combined parcel consisting of 14.36 acres has, as shown on the Final Subdivision Plat, attached hereto and fully incorporated herein by reference, laid out, platted and proposed the creation of two lots under the name and style of Abird Enterprises, LLC, all in the Southwest Quarter of Section 26, Township 8 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado; and

WHEREAS, the applicant has demonstrated that an acceptable water source is available for each of the lots to be created; and

WHEREAS, all notices and posting requirements for hearing on the Preliminary and Final Minor Subdivision plat application were properly given, and the statements of interested persons were received, and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final Plat applications submitted by Abird Enterprises, LLC, after reviewing the application, studying the staff review, and taking testimony of any interested persons at its regular meeting on August 15, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application of Abird Enterprises, LLC for the proposed subdivision of the original 14.36 acre parcel into two (2) lots, as legally described above and as laid out and platted on the Final Plat, attached hereto, is hereby GRANTED, subject to the following condition:

a. The applicants shall be responsible for maintaining ongoing compliance with all conditions or requirements set forth in the Logan County Zoning Resolution and Logan County Subdivision Regulations.

All information submitted by the applicant in support of the application has been taken into consideration and forms part of the basis for the approval of the application.

APPROVED AND DONE on Tuesday, this 29th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Jerry A. Sonnenberg, Chairman

(Aye)(Nay)
Joseph A. McBride, Vice-Chairman

(Aye)(Nay)
Mike Brownell, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 29th day of August, 2023.

County Clerk and Recorder

APPLICATION FOR MINOR SUBDIVISION PLAT APPROVAL

(Incomplete Applications will not be accepted)

Date 6-13-23

1. Name of Minor Subdivision: ABIRD
2. Name of Applicant: John Teff, owner of ABIRD Enterprises Phone: (720) 299-1101
Address: 12081 W. Alameda Parkway, PMB 513, Lakewood, CO 80228
Email Address: johnt@cmproductionllc.com
3. Name of Local Agent: John Teff, owner of ABIRD Enterprises Phone: (720) 299-1101
Address: 12081 W. Alameda Parkway, PMB 513, Lakewood, CO 80228
4. Owner of Record: ABIRD Enterprises, LLC Phone: (720) 299-1101
Address: 8275 South Eastern Avenue, Suite 200-894, Las Vegas, NV 89123
5. Prospective Buyer: Steve Masters Phone: (970) 522-6118
Address: 13901 Sunny Knolls LN, Sterling, CO 80751
6. Land Surveyor: Dickinson Land Surveyors, Inc Phone: (970) 854-8440
Address: 218 East Denver Street Holyoke, CO 80734
7. Attorney: Kelley Law, Ltd., Tamara I. Kelley Phone: 970-854-4529
Address: 216 S. Interocean Avenue, Holyoke, CO 80734
8. Minor Subdivision Location: on the North side of Highway 14
 Feet East of County Road 33
 (direction) (Street)
9. Postal Delivery Area: 80751 School District: Re-1 Valley School District
10. Total Acreage: 14.36 Zone: Number of Lots: 2
11. Tax Map Designation: Section/Township/Range: SW1/4SW1/4 of 26-8N-53W Number of Lots:
12. Has the Board of Zoning/Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name:
13. If Deed is recorded in Torrens System: Number
14. If Deed is recorded in General System: Book 1032 Page 793

15. Current land use: Tract 1 is unimproved-vacant, Tract 1 is Garage/shop

16. Proposed use of each parcel: Tract 1 will be sold for use as Horse storage, Tract 2 will continue to be used as a commercial structure;

17. Proposed Water and Sewer Facilities: There is currently a well on Tract 2 of the subdivision Exemption Plat that will be shared between Tract 1 and Tract 2. Once the subdivision exemption is approved, a Declaration Of Well Usage and Grant Of Waterline Easement will be recorded with the Clerk and Recorder. The Logan County Dept of health is providing a letter confirming area sufficient for sewer facilities.

18. Proposed Public Access to each new parcel: Access to Tract 1 via CR 33; Access to Tract 2 via Hwy 14

19. Reason for request of this minor subdivision (may use additional pages): Proposed use by buyer is for horse storage

List all contiguous holdings in the same ownership: Section/Township/Range _____

_____ Lots _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached (this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

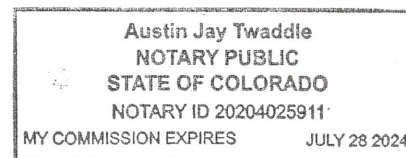
COUNTY OF Jefferson) SS:

I, John Teff, Member of ABIRD Enterprises, LLC, a Nevada limited liability company, hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

[Signature]
Applicant Signature
Mailing Address: 12081 W. Alameda Parkway, PMB 513
Lakewood, CO 80228

On this the 5th day of June 2023, before me, the undersigned John Teff, member of ABIRD ENTERPRISES LLC, a _____ limited liability company, personally appeared and executed the foregoing APPLICATION FOR MINOR SUBDIVISION PLAT APPROVAL for the purposes therein contained by signing the same. WITNESS my hand and official seal. My commission expires: 07/28/2024

Notary Public: [Signature]



FOR COUNTY USE

Application Fee: One Hundred dollars (\$100.00)
Filing Fee: Thirteen dollars (\$13.00)

Paid: _____

Please make separate check for Filing Fee

Make Checks out to Logan County.

Date of Planning Commission: _____

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Minor Subdivision:

COUNTY COMMISSIONERS ACTION:



Chairperson, Planning Commission

Conditions of Minor Subdivision:

Date Granted: _____

Date Denied: _____

Jerry A. Sonnenberg, Chairman

Joseph A. McBride, Commissioner

Mike Brownell, Commissioner

RESOLUTION

NO. 2023-29

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

**SUBDIVISION EXEMPTION FOR
DOUGLAS E. FRITZLER, AND KENNETH L. FRITZLER.
(AMENDED)**

WHEREAS, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

WHEREAS, Douglas E. Fritzler and Kenneth L. Fritzler have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A tract of land located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, described as follows:
Beginning at the Northwest Corner of said Section 7, from which the West Quarter (W1/4) Corner of said Section 7 bears South 01°58'19" East, 589.36 feet along the West line of the Northwest Quarter (NW1/4) of said Section 7;

Thence North 88°01'41" East, 59.20 feet;

Thence Northeasterly 744.02 feet along the arc of a curve concave to the Southeast, said arc having a radius of 1463.80, a central angle of 29°07'21" and being subtended by a chord which bears North 43°15'10" East, 736.04 feet;

Thence North 01°57'16" West, 70.77 feet to the North line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 7;

Thence South 88°02'44" West, 581.72 feet along the North line of the North line of the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of said Section 7 to the Northwest corner of said Section 7 and the True Point of Beginning

(As represented on official Subdivision Exemption Plat 2023-18); and

WHEREAS, Douglas E. Fritzler and Kenneth L. Fritzler, intends to create a parcel, consisting of 4.229 acres more or less, subdivided from a 113.209 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on June 16, 2023; and

WHEREAS, a public hearing was held by the Board of County Commissioners on June 20, 2023, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

WHEREAS, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by the Douglas E. Fritzler and Kenneth L. Fritzler, for a Subdivision Exemption for the creation of a 4.229 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-18, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 29th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Jerry A. Sonnenberg, Chairman

(Aye)(Nay)
Joseph A. McBride, Vice-Chairman

(Aye)(Nay)
Mike Brownell, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 29th day of August, 2023.

County Clerk and Recorder

38 073507200016

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date _____

- 1. Name of Subdivision Exemption Doug Fritzler
- 2. Name of Applicant Douglas E Kenneth L Fritzler Phone _____
Address Kenneth L Fritzler CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
- 3. Name of Local Agent Same Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
- 4. Owner of Record Douglas E Kenneth L Fritzler Phone _____
Address 18024 CH 24 CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
- 5. Prospective Buyer ESTATE Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
- 6. Land Surveyor Mintah Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
- 7. Attorney N/A Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
- 8. Subdivision Exemption Location: on the S side of CR 24
_____ Feet _____ of _____
(Direction) (Street)
- 9. Postal Delivery Area _____ School District _____
- 10. Total Acreage 4.229 Zone Ag Number of Lots 1
- 11. Tax Map Designation: Section/Township/Range NW4NW47-7-52 Lot(s) _____
- 12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name _____
- 13. Is Deed recorded in Torrens System: Number no
- 14. Is Deed recorded in General System: Book _____ Page _____
- 15. Current Land Use: Ag
- 16. Proposed Use of Each Parcel: residential

NW1/4 Sec 7 T7N Range 52W
4.229 Acres mol

Douglas Fritzler
Subdivision Exemption
SE2023-6 June 2023
18024 County Road 24

17. Proposed Water and Sewer Facilities: EXISTING

18. Proposed Public Access to each new parcel: CR 24

19. Reason for request of this exemption (may use additional pages): _____

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Douglas E Fritzier
(Applicant Signature)

Mailing Address:

MY COMMISSION EXPIRES:

Douglas Fritzier
Subdivision Exemption
SE2023-6 June 2023
18024 County Road 24

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for recording fee. Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption:


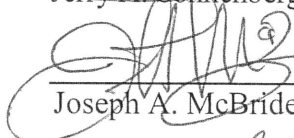
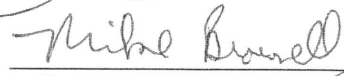
Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: 6/20/23

Date Denied: _____


Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Douglas Fritzler
Subdivision Exemption
SE2023-6 June 2023
18024 County Road 24

AUG 24 2023

CLERK & REC

INTERGOVERNMENTAL AGREEMENT
Coordinated Election
November 7, 2023

THIS AGREEMENT is made and entered into this 24 day of Aug, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **City of Sterling** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

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

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

Ballot Issue (TABOR) Ballot Questions Candidates

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

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

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

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

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

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov 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 29, 2023.**

8. **TESTING OF BALLOTS:**

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

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

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

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

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

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

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

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

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

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

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

14. **CANCELLATION OF ELECTION:**

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

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

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

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

19. **WAIVER OF CLAIMS:**

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

20. **LIMITATIONS OF DAMAGES:**

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

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

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

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

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

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

3. **ELECTION JUDGES:**

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

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

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

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

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

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

LOGAN COUNTY CLERK AND RECORDER



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

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

Attest:

Logan County Clerk and Recorder

By: _____
Chairman of the Board

(seal)

City of Sterling

By: 

Printed Name: Brenda Desormeaux

Title: Mayor

Designated Election Official for the Entity:

Debra Lyn Forbes

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

Phone: (970) 522-9700

Fax: (970) 521-0632

Email: dforbes@sterlingcolo.com

APPROVED AS TO FORM:



City Attorney

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 29, 2023**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Wednesday, September 6, 2023**: 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 8, 2023**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days **by CLOSE OF BUSINESS 5:00 p.m.**

Friday, September 22, 2023: 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 25, 2023**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 43 days

No later than **Friday, October 13, 2023**: 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 7, 2023: 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 8, 2023**.

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 7, 2023:

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