



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

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 16, 2022 meeting.

Acknowledge the receipt of the Sheriff's Fee report for the month of July, 2022.

Consideration of the approval of an application for renewal of a Fermented Malt Beverage License on behalf of Lu's Buffalo Stop, Inc. 32351 County Road 52, Iliff, Colorado.

Unfinished Business

Consideration of the award of the bid for the purchase of Asphaltic Material and Petroleum Resin product for the 2022 County Road Chip Seal Projects.

New Business

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Buffalo School District RE-4J for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

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

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

Consideration of the approval of a Fourth Amendment to Lease between Logan County and the State of Colorado acting by and through the Department of Higher Education for the use and benefit of Northeastern Junior College relating to the leasing of the Logan County Fairgrounds for the NJC Equine Program and related activities.

The Board will receive a Niyol Wind Energy Center update on the investigation on a tower that collapsed earlier this year in Logan County.

Other Business
Miscellaneous Business/Announcements

County Offices will be closed Monday, September 5, 2022 in observance of Labor Day.

The next regular meeting will be scheduled for Tuesday, September 6, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

August 16, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Officer
Faith Blankenship	Logan County Commissioner Office
Dave Lieber	NJC Young Farmers
Jerry Sonnenberg	
Lee Walz	Self
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:31 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Chairmen Pelton stated the only revisions would be to approve the two minutes separately.

Commissioner Bauder moved to approve the minutes of the July 19, 2022, meeting. Commissioner Pelton seconded, and the motion carried 2-0.

Commissioner Bauder moved to approve the minutes of the August 2, 2022, meeting. Commissioner McBride seconded, and the motion carried 2-0.

Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Acknowledge the receipt of the Treasurer's Report for the month of July 2022.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of July 2022.
- Acknowledge the receipt of the Clerk and Recorder's Report for the month of July 2022.

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

Chairman Pelton continued with New Business:

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

- Vance Brothers in the amount of \$3.69 per gallon
- Kobitco in the amount of \$3.83 per gallon

Commissioner McBride moved to accept the bids for the purchase of Asphaltic Material and Petroleum Resin product for the 2022 County Road Chip Seal Projects and refer them to Jeff Reeves with Road and Bridge. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an application submitted by David Lieber on behalf of the NJC Young Farmers for a Special Events Permit Consideration to be held at the Courthouse Square September 17, 2022, for Sugar Beet Days. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 2022 through July 31, 2023. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022 and allow the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner McBride moved to approve the title signed for the remains of a 2020 RAM 1500 Pickup VIN #1C6RR7X2LS100154 that was destroyed in a fire. The pickup will be sold to a salvage yard and authorize the Chairman and the Vice Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

Other Business

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

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

Submitted by:



Logan County Clerk

Approved: August 30, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS						
Jul-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/7/2022	910	401043	2022-319	\$ 46.00	\$ 25.00	\$ 31.00
7/8/2022	911	51632	2022-328	\$ 71.00	\$ 18.00	\$ 53.00
7/12/2022	912	5078	2022-323	\$ 35.00	\$ 10.00	\$ 25.00
7/20/2022	914	22513	2022-346	\$ 40.00	\$ 15.00	\$ 25.00
7/25/2022	915	5060	2022-350	\$ 43.00	\$ 15.00	\$ 28.00
8/8/2022	916	CASH	2022-389	\$ 43.00	\$ 15.00	\$ 28.00
8/8/2022	917	304717	2022-391	\$ 35.00	\$ 15.00	\$ 20.00
8/10/2022	918	304719	2022-393	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 230.00

CIVIL PAYMENTS CREDIT CARDS					
Jul-22					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/5/2022		2022-299	\$ 180.00		\$ 180.00
7/7/2022		2022-325	\$ 35.00		\$ 35.00
7/7/2022		2022-322	\$ 25.00		\$ 25.00
7/8/2022		2022-331	\$ 30.00		\$ 30.00
7/12/2022		2022-329	\$ 35.00		\$ 35.00
7/12/2022		2022-324	\$ 35.00		\$ 35.00
7/15/2022		2022-351	\$ 40.00		\$ 40.00
7/19/2022	913	2022-342	\$ 40.00	\$ 15.00	\$ 25.00
7/20/2022		2022-354/355/356	\$ 80.00		\$ 80.00
7/21/2022		2022-350	\$ 80.00		\$ 80.00
7/21/2022		2022-352/353	\$ 45.00		\$ 45.00
7/22/2022		2022-369/370	\$ 45.00		\$ 45.00
7/26/2022		2022-372	\$ 40.00		\$ 40.00
7/27/2022		2022-374	\$ 40.00		\$ 40.00
7/28/2022		2022-378	\$ 35.00		\$ 35.00
7/29/2022		2022-380	\$ 35.00		\$ 35.00
8/8/2022		2022-386/387	\$ 80.00		\$ 80.00
8/8/2022		2022-382	\$ 40.00		\$ 40.00
8/8/2022		2022-388	\$ 40.00		\$ 40.00
8/4/2022		2022-383/384/385	\$ 55.00		\$ 55.00
8/10/2022		2022-402	\$ 35.00		\$ 35.00
8/10/2022		2022-409/410	\$ 70.00		\$ 70.00
8/11/2022		2022-397	\$ 35.00		\$ 35.00
Total Owed to County					\$ 1,160.00

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jul-22					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
7/7/2022			\$12.00		\$ 12.00
7/15/2022			\$12.00		\$ 12.00
7/21/2022			\$12.00		\$ 12.00
7/22/2022			\$12.00		\$ 12.00
8/5/2022			\$12.00		\$ 12.00
7/21/2022			\$50.00		\$ 50.00
7/13/2022			\$50.00		\$ 50.00
			Total Owed to County		\$ 160.00

CHP CREDIT CARDS			
Jul-22			
Date		Amount	Amount Owed to County
7/6/2022		\$63.00	\$ 63.00
7/6/2022		\$63.00	\$ 63.00
7/11/2022		\$15.00	\$ 15.00
7/11/2022		\$63.00	\$ 63.00
7/11/2022		\$63.00	\$ 63.00
7/12/2022		\$152.50	\$ 152.50
7/12/2022		\$63.00	\$ 63.00
7/18/2022		\$63.00	\$ 63.00
7/20/2022		\$52.50	\$ 52.50
8/1/2022		\$63.00	\$ 63.00
8/10/2022		\$63.00	\$ 63.00
		Total Owed to County	\$ 724.00

CIVIL CHECKS \$ 230.00
 CIVIL CREDIT CARDS \$ 1,160.00
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 160.00
 CHP CREDIT CARDS \$ 724.00
 TOTAL PAID TO GENERAL FUND \$ 2,274.00 Check#919
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 348.00

Submit to Local Licensing Authority

LU'S BUFFALO STOP INC
32351 COUNTY RD #52
Iliff CO 80736

Fees Due	
Renewal Fee	167.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name LU'S BUFFALO STOP INC		Doing Business As Name (DBA) LU'S BUFFALO STOP INC	
Liquor License # 15-29709-0000	License Type Fermented Malt Beverage On/Off (county)		
Sales Tax License Number 15297090000	Expiration Date 09/03/2022	Due Date 07/20/2022	
Business Address 32351 COUNTY RD #52 Iliff CO 80736			Phone Number 9705220226
Mailing Address 32351 COUNTY RD #52 Iliff CO 80736		Email lufundus@yahoo.com	
Operating Manager Luann K Fundus	Date of Birth 11-16-54	Home Address 36379 CR 60 Crook, CO 80726	Phone Number (970) 522-0226
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ Yes ☒ No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ Yes ☒ No

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <i>Lu's Buffalo Stop</i>	Title <i>OWNER/SEC.</i>
Signature <i>Dennis R. Furdus</i>	Date <i>8-16-22</i>

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

Luann K Fundus am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Lu's Buffalo Stop (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Lu's Buffalo Stop</u>		Social Security Number/Tax Identification Number <u>01529709-0000</u>	
Address <u>32351 C.R. 52</u>			
City <u>Iliff</u>		State <u>CO.</u>	Zip <u>80736</u>
Home Phone Number <u>(970) 886-3071</u>		Business/Work Phone Number <u>(970) 522-0226</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Luann K. Fundus</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Luann K Fundus</u>			Date signed <u>8-16-54</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



REQUEST FOR PROPOSALS ASPHALTIC MATERIAL AND PETROLEUM RESIN

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

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

Bid Amount \$ 3.83 per/gal.

Date product available for delivery: August 16th 2022

Company Name: COBITCO Inc.

By: Steven M. Marshall

Address: 5301 North Bannock Street

City/State/Zip: Denver, CO 80216-1623

Phone: 303-296-8575

E-mail: steve.marshall@cobitco.com

r



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

PRODUCT SPECIFICATION

CRS-2R CATIONIC RAPID SETTING EMULSIFIED ASPHALT POLYMER MODIFIED

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

	<u>Min</u>	<u>Max</u>	<u>AASHTO</u>	<u>ASTM</u>	<u>CDOT</u>
Tests on Emulsion:					
Viscosity, Saybolt Furol, 50°C, s	80	450	T-59	D244	
Storage stability test, 24-h, % ^A		1	T-59	D6930	
Demulsibility, 35ml, 0.8% dioctyl sodium sulfosuccinate, %	40		T-59	D6936	
Particle charge test	positive		T-59	D244	
Sieve test, % ^A		0.1	T-59	D6933	
Distillation ^B :					
Oil distillate, by volume of emulsion, %		0.5	T-59	D6997	
Residue, %	67		T-59	D6997	CP-L2212*

Tests on Residue from 325°F hot plate evaporation test (Colorado DOT CP-L2212)^B:

Penetration, 25°C, 100g, 5 sec	70	120	T-49	D5	
Ductility, 25°C, 5 cm/min, cm	100		T-51	D113	
Ductility, 4°C, 5 cm/min, cm	30		T-51	D113	
Toughness, in-lb	110		D5801	CP-L2210*	
Tenacity, in-lb	75		D5801	CP-L2210*	
Elastic recovery, 25°C, 20cm, 5m hold/1h recovery, %	60		T301	D6084	CP-L2211*
Softening Point, Ring & Ball, °C	57		T-53	D36	
Solubility in trichloroethylene ^C , %	97.5		T-44	D2042	

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

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

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

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

Specifications are subject to change without notice.



REQUEST FOR PROPOSALS ASPHALTIC MATERIAL AND PETROLEUM RESIN

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

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

Bid Amount \$ 3.69 per/gal.

Date product available for delivery: Immediately

Company Name: Vance Brothers, Inc.

By: Drew Vance - Business Manager

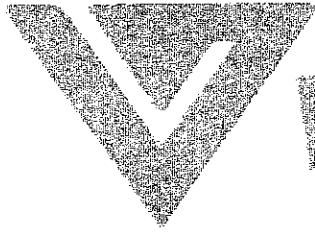
Address: 380 W. 62nd Avenue

City/State/Zip: Denver, CO 80216

Phone: 303-341-2604

E-mail: DVANCE@VANCEBROTHERS.COM

r



vancebrothers®

Bringing Integrity to the Surface.®

Property	CRS-2	CRS-2R	AASHTO Test No.
Tests on Emulsion:			
Viscosity, at 50 °C, Saybolt- min	50	50	T 59
Furol, s max	450	450	
Storage stability, 24 hr, % max	1.0	1.0	T 59
Particle charge test	Positive	Positive	T 59
Sieve test, % max	0.10	0.10	T 59
Demulsibility ¹ , % min	40	40	T 59
Oil Distillate by volume, % max or range	3.0	3.0	T-59
Residue by distillation/ evaporation, % min ³	65	65 ³	T 59/ CP-L 2212 ²
Tests on residue:			
Penetration, 25 °C, 100g, 5s, min, dmm	70	70	T 49
Penetration, 25 °C, 100g, 5s, max, dmm	150	150	
Ductility, 25 °C, 5 cm/min, cm, min	40		T 51
		40	
Ductility, 4 °C, 5 cm/min, cm, min			
Solubility, in trichloroethylene% min ⁴	97.5 ⁴	97.5 ⁴	T 44
Elastic Recovery, 25 °C min			T 301
Float Test, 60 °C, s min			T 50
Toughness, in-lbs, min		90	CP-L 2210
Tenacity, in-lbs, min		45	CP-L 2210

¹If successful application is achieved in the field, the Engineer may waive this requirement.

² CP-L 2212 is a rapid evaporation test for determining percent residue of an emulsion and providing material for tests on residue. CP-L 2212 is for acceptance only. If the percent residue or any test on the residue fails to meet specifications, the tests will be repeated using the distillation test in conformance with AASHTO T-59 to determine acceptability.

³ For polymerized emulsions the distillation and evaporation tests will in be in conformance with AASHTO T-59 or CP-L 2212 respectively with modifications to include 205 ± 5 °C (400 ± 10 °F) maximum temperature to be held for 15 minutes.

⁴ Solubility may be determined on the base asphalt cement prior to polymer modification.

INTERGOVERNMENTAL AGREEMENT

**General Election
November 8, 2022**

LOGAN COUNTY

AUG 18 2022

CLERK & REC

THIS AGREEMENT is made and entered into this 15 day of August 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Buffalo School District RE-4J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 8, 2022**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 X Recall Question / Candidates

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 30, 2022**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. BALLOT CERTIFICATION:

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 9, 2022**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where

appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 30, 2022.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 9, 2022.**

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 26, 2022.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 21, 2022**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 6, 2022 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 14, 2022 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

19. WAIVER OF CLAIMS:

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

20. LIMITATIONS OF DAMAGES:

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

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

1. COSTS:

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 9, 2022,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 9, 2022.**

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

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

3. **ELECTION JUDGES:**

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 19, 2022 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

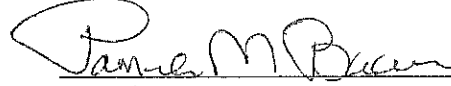
The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This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

<https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

APPROVED:

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Buffalo School District RE-4J

By: _____

Printed Name: Lonnie Brungardt
Title: Superintendent

Designated Election Official for the Entity:

Julie Tramp
Mailing Address: PO Box 198
Merino CO 80741
Phone: (970) 522 - 7424
Fax: (970) 522 - 1541
Email: trampj@merinok12.com

INTERGOVERNMENTAL AGREEMENT

General Election

November 8, 2022

LOGAN COUNTY

AUG 23 2022

CLERK & REC

THIS AGREEMENT is made and entered into this 22 day of Aug, 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Frenchman Groundwater Management District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 8, 2022**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The X 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 30, 2022**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. COSTS:

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

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

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

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 9, 2022**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not

limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of

nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 30, 2022.**

8. TESTING OF BALLOTS:

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 9, 2022.**

9. ELECTION DAY ACTIVITIES:

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

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

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

10. AMENDMENT 1 TABOR NOTICE:

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 26, 2022.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 21, 2022**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 6, 2022 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 14, 2022 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

19. WAIVER OF CLAIMS:

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

20. LIMITATIONS OF DAMAGES:

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

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

1. COSTS:

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

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

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

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

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

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

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

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

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

2. BALLOT PREPARATION:

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 9, 2022**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 9, 2022.**

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

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

3. **ELECTION JUDGES:**

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 19, 2022 (at least 20 days before each election)**. **Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



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

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Frenchman Groundwater Management District

By: 

Printed Name: NATE MIDWAY
Title: MBN

Designated Election Official for the Entity:

NATE MIDWAY c/o FM GWM D

Mailing Address: 143 S. CAMPBELL AVE SUITE 407
ELYVILLE CO 80734

Phone: (970) 225-3484

Fax: ()

Email: 81046Nmp@fwmnll.com

AUG 25 2022

CLERK & REC

INTERGOVERNMENTAL AGREEMENT**General Election
November 8, 2022**

THIS AGREEMENT is made and entered into this 11 day of Aug., 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Fleming** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 8, 2022**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 30, 2022**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. COSTS:

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

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

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

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

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

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

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

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

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

2. BALLOT CERTIFICATION:

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 9, 2022**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not

limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of

nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 30, 2022.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 9, 2022.**

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 26, 2022.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 21, 2022**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 6, 2022 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 14, 2022 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

19. WAIVER OF CLAIMS:

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

20. LIMITATIONS OF DAMAGES:

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

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

1. COSTS:

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 9, 2022**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 9, 2022.**

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

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

3. **ELECTION JUDGES:**

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 19, 2022 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period

of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

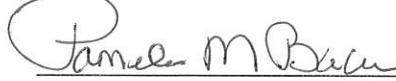
The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This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

<https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



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

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

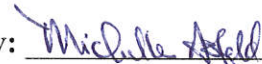
Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Fleming

By:  _____
Printed Name: Michelle Asfeld
Title: Fleming Town Clerk

Designated Election Official for the Entity:
Town of Fleming
Mailing Address: P.O. Box 4168
Fleming, CO 80728
Phone: (970) 265 - 2692
Fax: (970) 265 - 2170
Email: fleming@haxtuntel.net

**TOWN OF FLEMING
RESOLUTION #3-2022**

**A RESOLUTION TO SUBMIT A BALLOT QUESTION TO THE
CITIZENS OF THE TOWN OF FLEMING CHANGING THE REGULAR
MUNICIPAL ELECTION FROM THE FIRST TUESDAY IN APRIL OF
EACH EVEN-NUMBERED YEARS TO THE FIRST TUESDAY
SUCCEEDING THE FIRST MONDAY IN NOVEMBER OF EACH
EVEN-NUMBERED YEARS**

WHEREAS, the Town of Fleming provides for an election day in April, while Logan County and the State of Colorado hold regular elections the first Tuesday following the first Monday in November, and

WHEREAS, moving the Town election day to November would allow the regular election to be coordinated with the election in Logan County and the State of Colorado, and

WHEREAS, coordinated regular elections would result in significant cost savings to the Town, and

WHEREAS, the experience of other municipalities that have switched to coordinated elections has been increased voter participation, and

WHEREAS, if the election is moved to November, the duties of newly elected representatives should begin in January in the subsequent odd year to allow an orderly adoption of the Town's annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF FLEMING, COLORADO:

Section 1. The Town of Fleming hereby submits the following ballot question to the qualified electors of the Town:

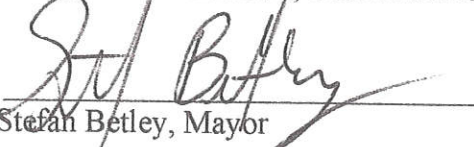
Shall the Town of Fleming's regular municipal election date be changed from the first Tuesday of April in each even-numbered years to the Tuesday succeeding the first Monday of November in each even-numbered years, and upon such change shall the terms of the Trustees that would expire in April be extended to January in the subsequent odd year?

YES/FOR _____

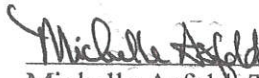
NO/AGAINST _____

INTRODUCED, PASSED AND ADOPTED at the regular meeting of the Board of Trustees this 10th day of August 2022.

TOWN OF FLEMING, COLORADO


Stefan Betley, Mayor

ATTEST:


Michelle Asfeld, Town Clerk

Ballot Question for the Town of Fleming

Shall the Town of Fleming's regular municipal election date be changed from the first Tuesday of April in each even-numbered years to the Tuesday succeeding the first Monday of November in each even-numbered years, and upon such change, shall the terms of the Trustees that would expire in April be extended to January in the subsequent odd year?

YES/FOR_____

NO/AGAINST_____

STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS



STANDARD
LEASE AMENDMENT [IMPROVED REAL PROPERTY]

LANDLORD	<u>COUNTY OF LOGAN, COLORADO</u>
TENANT	<u>NORTHEASTERN JUNIOR COLLEGE</u>
LOCATION	<u>1120 PAWNEE AVENUE, STERLING, CO 80751 (FAIRGROUNDS)</u>
TERM	<u>August 17, 2022, through May 16, 2023</u>

FOURTH AMENDMENT TO LEASE (CCCS #2583)

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS FOURTH AMENDMENT TO LEASE, entered into for the purpose of amending that certain lease dated **October 26, 2017**, with **CCCS number 2583**, (the "Lease"), by and between the **Board of Commissioners for the County of Logan, Colorado**, as "Landlord", and **THE STATE OF COLORADO**, acting by and through the **DEPARTMENT OF Higher Education by the State Board for Community Colleges and Occupational Education for the use and benefit of Northeastern Junior College**, as "Tenant", relating to the leasing of a building and other equine program-related facilities located at **1120 Pawnee Avenue, Sterling, Colorado**, (the "Premises"), comprised of **approximately thirty-eight thousand eight hunder forty (38,840)** rentable square feet.

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

WHEREAS, both Parties desire to extend said lease for one additional educational year, **August 17, 2022, through May 16, 2023**.

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereto agree to amend the Lease as follows:

1. Amend §1(A) to extend the Term of the agreement through **May 16, 2023**.
2. Amend §1(B) to include the following in its table of Term, Monthly Rent, and Total Term Rent.

38,840 sq. ft.	ANNUAL		
	RENT/	MONTHLY	TERM
TERM DATES	RSF	RENT	RENT
08/17/22 – 05/16/23	\$ 0.46344	\$2,000	\$18,000

3. Order of Precedence. The provisions of the Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between the Lease and the Fourth Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. The provisions of the Fourth Amendment to Lease,
- ii. The provisions of the main body of the Lease,

Except as modified by the provisions of this Fourth Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

The effective date of this Fourth Amendment to Lease #CCCS 2583 is **August 17, 2022**, or the date signed by the State Controller or his designee, whichever is later. In accordance with the requirements of **24-30-202 (1) C.R.S.**, as amended, this Fourth (4th) Amendment to Lease shall not be deemed valid until it has been approved by the State Controller, or such assistant as he may designate.

IN WITNESS WHEREOF, the parties hereto have executed this **Fourth Amendment to Lease**.

LANDLORD

TENANT

LOGAN COUNTY BOARD OF COMMISSIONERS

STATE OF COLORADO
Jared S. Polis, Governor
The Department of Higher Education by the
State Board for Community Colleges and Occupational
Education for the use and benefit of
NORTHEASTERN JUNIOR COLLEGE

By: _____
Byron H. Pelton, Chairman

By: _____
Michael S. White, President

Date: _____

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, for the Executive Director

By: _____
Heidi Dineen, State Real Estate Delegate

Date: _____

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER:**

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

OFFICE OF RISK MANAGEMENT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
For the Executive Director

By: _____
Julie Mileham, Benefits Unit/State Risk Manager

Date: _____

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____
Lisa LeFevre, Vice President, Administrative Services
Northeastern Junior College, State Controller Delegate

Date: _____

LEGAL REVIEW

DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____
Angela Gramse, General Counsel
Colorado Community College System

Date: _____