



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 31, 2021 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 17, 2021 meeting.

Acknowledge the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of August, 2021.

Unfinished Business

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for addition of lighting to the exterior architectural lighting system for the west side of the Logan County Courthouse.

New Business

Consideration of the approval of Resolution 2021-32 and an agreement authorizing assignment to the Colorado Housing and Finance Authority of the Logan County Private Activity Bond Allocation pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

The Board will conduct a public hearing for the consideration of the approval of Resolution 2021-33, granting a Conditional Use Permit #254 for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Southwest Quarter (SW1/4) of Section 28, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Highland Park Sanitation District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and RE-11J Weld School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

Consideration of the approval of a Third 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.

Consideration of the approval of an agreement between Logan County Department of Human Services and RE-1 School District for funding to provide "Student Achievement Coaches" in the District in order to support the public health response funding Covid-10 mitigation efforts which includes behavioral health care programs in schools.

Consideration of the approval of an application to the Colorado Parks and Wildlife Shooting Range Small Grant Program for a \$3,600 grant to complete safe spectator use of pistol, rimfire and rifle range at the Logan County Shooting Sports Complex.

Consideration of the approval of new Taser 7's for the Logan County Sheriff's Department from Axon Enterprise, Inc. in the amount of \$105,849.95, using American Rescue Plan Act funds.

Consideration of the approval of a contract between Logan County and American Building Systems, LLC for all materials, labor and supplies to construct a 60' wide x 120' long x 18' clear height Post Frame Building with a base price of \$149,142.00 with Option 2, 20' wide x 16' tall insulated S-24C overhead door in place of 16' x16' overhead door (+\$2,299.00) and Option #3 add 120 lft of eave light 2'6"tall down each side wall (\$5,578.00).

Other Business

Miscellaneous Business/Announcements

County Offices will be closed Monday, September 6, 2021 in observance of Labor Day.

The next meeting will be scheduled for Tuesday, September 7, 2021, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

August 17, 2021

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

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

Chairman - Absent
Commissioner
Commissioner

Also present:

Alan Samber
Pamela M. Bacon
Marilee Johnson

Logan County Attorney
Logan County Clerk
Tourist Information Center Director/County Public
Information Officer

Jerry Casebolt
Rob Quint
Jeff Rice

Logan County Emergency Manager
Logan County Planning and Zoning
Journal Advocate

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

Vice Chairman Bauder asked if there were any revisions for the agenda. Commissioner McBride had a correction to change the date of the next business meeting to 8-31-21 at 9:30 a.m. Vice Chairman Bauder continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 3, 2021 meeting.
- Acknowledge the receipt of the Treasurer's Report for the month of July, 2021.
- Acknowledge the receipt of the Sheriff's fee report for the month July, 2021.
- Acknowledge the receipt of the Clerk and Recorder's report for the month of July, 2021.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of July, 2021.

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

Vice Chairman Bauder continued with Unfinished Business:

Commissioner McBride moved to award the proposal to American Building Systems, LLC for the design, materials and labor for construction of a 60' wide by 120' long metal building/pole barn to be built at the Logan County Landfill subject to mutual agreeable written contract. Commissioner Bauder seconded and the motion carried 2-0.

Chairman Pelton continued with New Business:

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective

duties concerning the conduct of the Coordinated Election to be held November 2, 2021 and allow the chairmen to sign. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve amendments to the Logan County Purchasing Policy and Procedures for the addition of an online bidding option to the policy. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2021-31 providing for the termination of a previously enacted tax credit to reduce Business Personal Property Taxes. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and PCtelcom and issuance of Right of Way Permit No. 2021-13 for use of the County Right of Way along and under County Roads 24, 26 and 67 for a fiber optic line with the corrected date. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and PCtelcom and issuance of Right of Way Permit No. 2021-14 for use of the County Right of Way along County Road 24 for a fiber optic line with the adjusted date. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Blazen Illuminations for maintenance of the exterior architectural lighting and operating system on the Logan County Courthouse and allow the chairman to sign. Commissioner Bauder seconded and the motion carried 2-0.

Commissioner McBride moved to table until August 31, 2021 business meeting at 9:30 a.m. an agreement between Logan County and Blazen Illuminations for addition of lighting to the exterior architectural lighting system for the west side of the Logan County Courthouse. Commissioner Bauder seconded and the motion carried 2-0.

Other Business

County Offices will be closed Monday, September 6, 2021 in observance of Labor Day.

The next meeting will be scheduled for Tuesday, August 31, 2021, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:38 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: August 31, 2021

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jane Bauder, Vice Chairman

Attest:

Logan County Clerk & Recorder

SERVICE AGREEMENT

Project Name: Lighting the Western Facade of Logan County Courthouse
Contract Date: August 11, 2021

THIS CONTRACT is made and entered into effective August 17, 2021 by and between **Blazen Illuminations ("Service Company")**, and **Logan County Colorado ("Customer")**;

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

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

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

1. SCOPE OF WORK

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

2. PROJECT SCHEDULE

- a. The following installation schedule is set by the Service Provider
 - Date of Commencement:** **Date of Signing**
 - Estimated Project Start Date:** September 27, 2021
 - Estimated Completion Date:** October 1, 2021
- b. Service Provider shall not be held liable for inclement weather, and in the event of such conditions, Service Provider shall submit a revised schedule to Customer for approval.
- c. Project schedule may be amended by either Service Company or Customer if agreed to by both parties in writing.

3. CONTRACT SUM

- a. The Customer shall pay the Service Company in the sum of **\$52,900.00**
- b. Pricing fully covers the costs necessary for completion of the project:
 - i. Full-color (RGB) LED tape (includes all hardware for mounting and wiring)
 - ii. Power supply boxes (includes hardware and enclosures)
 - iii. DMX integration with current lighting system
 - iv. Labor (assembly, installation, and programming)
 - v. Travel and/or per diem
- c. Assumptions: The contract sum is predicated on Customer providing the following:
 - i. Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed. The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
 - ii. This installation requires on-site use of a high-reach lift.

4. PAYMENT SCHEDULE

- a. The payment schedule is as follows:

- i. **A 50% down payment in the amount of \$26,450.00** is due at least 30 days before the estimated project start date to assist Service Company with material purchasing, staffing, etc.
- ii. **A final payment in the amount of \$26,450.00** is due upon project completion

5. GENERAL PROVISIONS

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

6. CHANGE ORDERS

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

7. WARRANTIES

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

8. TERMINATION

- a. For Default: Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default.
 - i. If the defaulting party does not cure said breach within ten (10) days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other.
 - ii. In the event of such termination due to the Customer's uncured default, if applicable, the Customer shall be liable to pay 50% of the down payment (or 25% of the total project amount) for the purpose of reimbursing the purchase of any materials already purchased by the Service Company
 - iii. In the event of termination due to Service Company's uncured default, the Service Company shall be liable to the Customer for the full amount of the down payment, if already received.

9. MISCELLANEOUS PROVISIONS

- a. Parties Bound: This Contract is binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Contract.
- b. Legal Construction: In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
- c. Prior Contracts Superseded: This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.
- d. Amendments: This Contract may be amended by the parties only by a written modification of the Contract.

10. INSURANCE AND INDEMNITY

- a. To the extent allowed by the law, the Customer agrees to indemnify, defend and hold harmless the Service Company, its respective agents, officers, servants, and employees, of and from any and all loss, costs, damage, injury, liability, claims, liens, demands, action and causes of actions whatsoever arising out of the Customer’s intentional or negligent acts, errors or omissions or that of its agents, officers, servants, and employees, relating to this Agreement. Likewise, the Service Company agrees to indemnify, defend and hold harmless the Customer, its respective agents, officers, servants, and employees, of and from any and all costs, damage, injury, liability, claims, liens, demands, action and causes of action whatsoever arising out of the Service Company’s intentional or negligent acts, errors or omissions or that of its respective agents, officers, servants, and employees, relating to this Agreement.

11. SIGNATURES

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 17, 2021.

Customer

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

Printed Name _____

Signature _____

Date _____

Service Company

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

Signature _____

Date _____

Logan County

Lighting the Western Facade // Logan County Courthouse

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

Assumptions

- ★ **Due to the nature of this installation, sections of brick and mortar will be affected by the proposed installation, and will require cutting and repair as needed.** The pricing in this quote assumes that the Logan County team will directly hire a preferred local professional who specializes in such work. However, our team is available to assist with this, including subcontracting ourselves to ensure a smooth installation process.
- ★ **This installation will also require the on-site use of a high-reach lift.** Our team will arrange this with Logan County employee Chance Wright.

Pricing

The lighting equipment we propose is resilient, high-quality, and will match and integrate completely with the lighting system as it currently exists. Prior to installation, the Blazen Illuminations technical team would like to meet on-site with your team and inspect the western facade in greater depth.

Lighting the Western Facade // Logan County Courthouse

- ★ **Full-color (RGB) LED tape** (includes all hardware for mounting and wiring)
- ★ **Power supply boxes** (includes hardware and enclosures)
- ★ **DMX integration with current lighting system**
- + *Labor (assembly, installation, and programming)*
- + *Travel + Per Diem*

Total Cost \$52,900 *

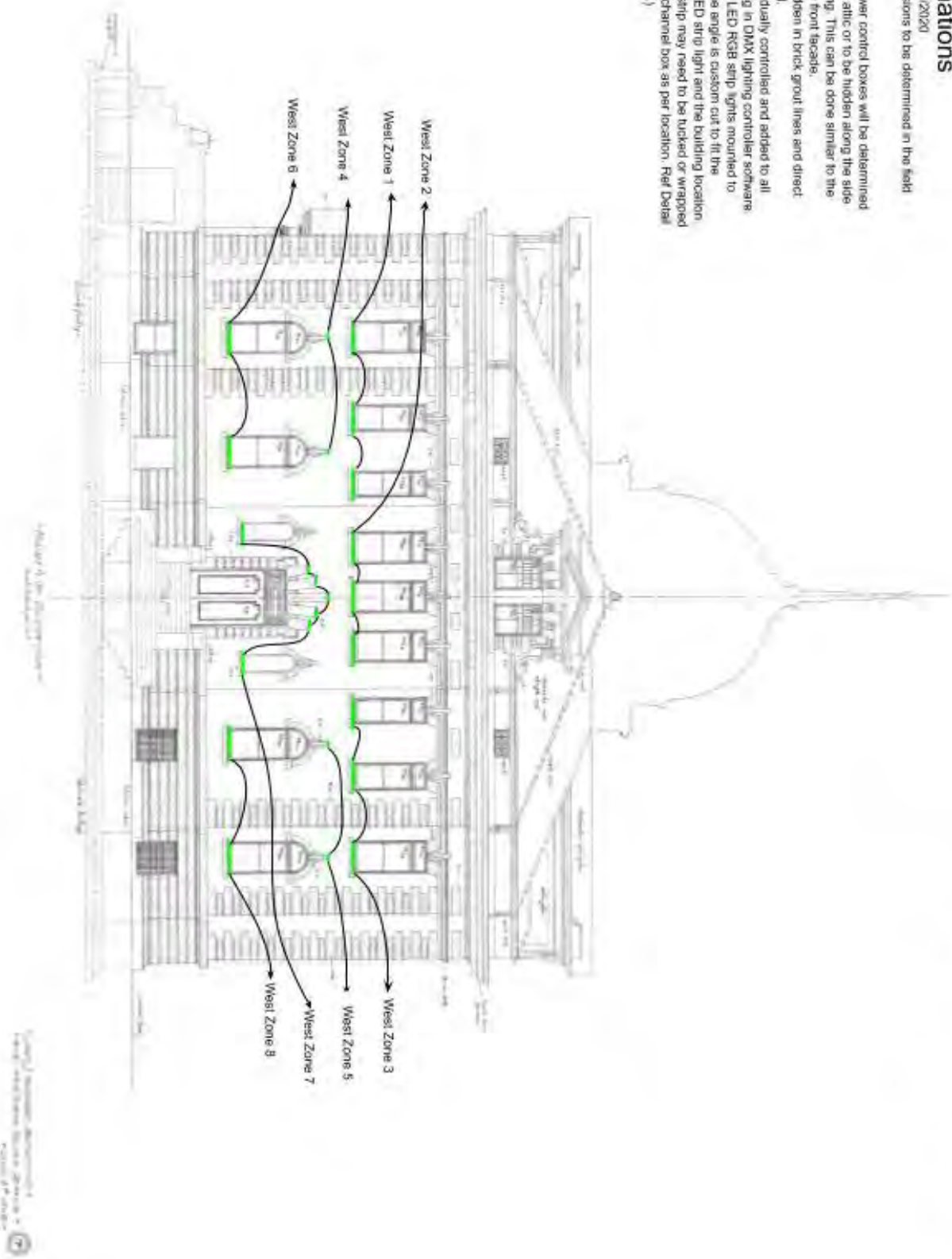
** Updated August 11, 2021 to account for increased material costs post-pandemic*



Blazen Illuminations

West Side Lighting Plan 3/9/2020
Actual locations and dimensions to be determined in the field

- Locations of the power control boxes will be determined based on access to attic or to be hidden along the side facade of the building. This can be done similar to the power boxes on the front facade.
- All cables will be hidden in brick grout lines and direct routes are preferred.
- 8 Zones to be individually controlled and added to all current programming in DMX lighting controller software.
- All fixtures are 24V LED RGB strip lights mounted to aluminum angle. The angle is custom cut to fit the dimensions of the LED strip light and the building location. In some cases the strip may need to be tucked or wrapped inside of aluminum channel box as per location. Ref Detail Verify in Field (V.I.F.)



ATTACHMENT “C” // Warranties

WARRANTY STATEMENT

Workmanship Integration

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

Manufactured Equipment

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

Exclusions

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

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

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

Warranty Period: 1 year
Dates Valid: October 1 2021 through September 30, 2022

Thank you again for allowing us to serve you!

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

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

**RESOLUTION
NO. 2021-32**

**A RESOLUTION AUTHORIZING ASSIGNMENT TO THE COLORADO
HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND
ALLOCATION OF LOGAN COUNTY PURSUANT TO THE COLORADO
PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.**

WHEREAS, Logan County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, Logan County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, Logan County has an allocation of the 2021 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to **September 15, 2021** (the "2021 Allocation"); and

WHEREAS, Logan County has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within Logan County and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2021 Allocation; and

WHEREAS, Logan County has determined that the 2021 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the Board of County Commissioners of Logan County has determined to assign \$1,214,420 of its 2021 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the Board of County Commissioners of Logan County and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County as follows:

1. The assignment to the Authority of \$1,214,420 of Logan County's 2021 Allocation be and hereby is approved.

2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the County Attorney be and hereby is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this Resolution.

3. The Chairman of the Board of County Commissioners of Logan County be and hereby is authorized to execute and deliver the Assignment of Allocation on behalf of Logan County and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this Resolution.

4. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

5. This Resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 31st day of August, 2021.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Byron H. Pelton, Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

(Aye)(Nay)
Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 31st day of August, 2021.

County Clerk and Recorder



assignment of allocation - county

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this ____ day of _____, 2021, is between the County of _____, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2021 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2021, (the "2021 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2021 Allocation; and

WHEREAS, the Assignor has determined that the 2021 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2021 Allocation assigned herein; and

WHEREAS, the Board of County Commissioners of the Assignor has determined to assign to the Assignee all or a portion of its 2021 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

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

1. The Assignor hereby assigns to the Assignee \$_____ of its 2021 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

County of _____, Colorado

By: _____

Name: _____

Title: _____

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

RESOLUTION

NO. 2021-33

(Conditional Use Permit #254)

A resolution granting a Conditional Use Permit (CUP) #254 for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower for measuring and recording weather conditions and to assess siting of proposed wind energy project, to be located in the Southwest Quarter (SW1/4) of Section 28, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, National Resource Solutions, LLC, has applied for a Conditional Use Permit for the construction, maintenance, and operation of a Temporary Meteorological Tower; and

WHEREAS, the property location of the MET Tower is described as: Southwest quarter (SW1/4) of Section 28, Township 8 North, Range 48 West of the 6th Principal Meridian, Logan County, Colorado; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on August 17, 2021; and

WHEREAS, the applicant is requesting approval of Conditional Use Permit # 254, for the construction, maintenance and operation of a temporary Meteorological (MET) Tower, with the period of the Conditional Use Permit to run for ten (10) years, commencing on the date of the approval of the requested Conditional Use Permit.

NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:

I. APPROVAL:

The application of National Resource Solutions, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a Temporary Meteorological (MET) Tower by National Resource Solutions, LLC, located on a parcel in the Southwest Quarter (SW1/4) of Section 28, Township 8 North, Range 48 West of the 6th P.M., is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with other land uses in the area, which are zoned Agricultural.

III. CONDITIONS:

1. The location of the Meteorological Tower will be no less than one hundred eighty-five (185) feet from the edge of the county right-of-way.
2. The Meteorological Tower is to be no higher than one hundred eighty-five feet (185) at its highest point.
3. The Meteorological Tower will have three anchored guy wires, requiring a radius of approximately one hundred sixty-four (164) feet. The Meteorological Tower will be painted with alternating red and white stripes with aircraft marker balls on the outer guy wires.
4. The Meteorological Tower will have flashing sidelights installed along the side of the tower and a flashing beacon will be installed at the top of the tower, per Federal Aviation Administration requirements.

5. The permit term shall be for ten (10) years on the identified and approved CUP. If any changes, such as alterations or enlargement, occur to the CUP identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

BE IT THEREFORE RESOLVED, that Conditional Use Permit, #254, is granted for the construction, maintenance and operation of a Temporary Meteorological Tower operated by National Resource Solutions, LLC, on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after August 31, 2031. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 31st day of August, 2021.

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

Byron H. Pelton, Chairman (Aye)(Nay)

Jane E. Bauder, Vice Chairman (Aye)(Nay)

Joseph A. McBride, Commissioner (Aye)(Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 31st day of August, 2021.

County Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

Applicant

Name: Brady Evans - National Renewable Solutions Phone: 563-940-5350
Address: 11100 Wayzata Boulevard, #450
Minnetonka, MN 55305

Landowner

Name: Claude & JoAnn Goddard Phone: (970-520-1927)
(970-520-5597)
Address: 47895 CR 34

Description of Property:

Legal: $\frac{1}{4}$ Section $\frac{3}{2}$ (SW) (W) Section 28 Township 8 N Range 48 W

Address: N/A Access off CR or Hwy: CR

New Address Needed: Y or (N) Subdivision Name: N/A

Filing _____ Lot _____ Block _____ Tract _____ Lot Size 307 acres

Current Zoning: _____ Current Land Use: 4100 - Agricultural

Proposed Conditional Use: The met tower approval NRS is seeking, will provide wind data to assess the viability of the wind project.

Terms of Conditional Use: The met tower is a temporary structure and will be removed on Commercial Operations Date (COD), approximately in year 2025.

Building Plans: Refer to exhibit D

Names and addresses of all adjacent landowners within 500 feet of the above described property: Refer to exhibit E

I, (We), hereunto submit this application for a Conditional Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed conditional use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Conditional Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this 28 day of July 2021.

Signature of Applicant: [Signature]

Signature of Landowner: [Signature]
[Signature]

FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of Conditional Use Permit: _____



Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of Conditional Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

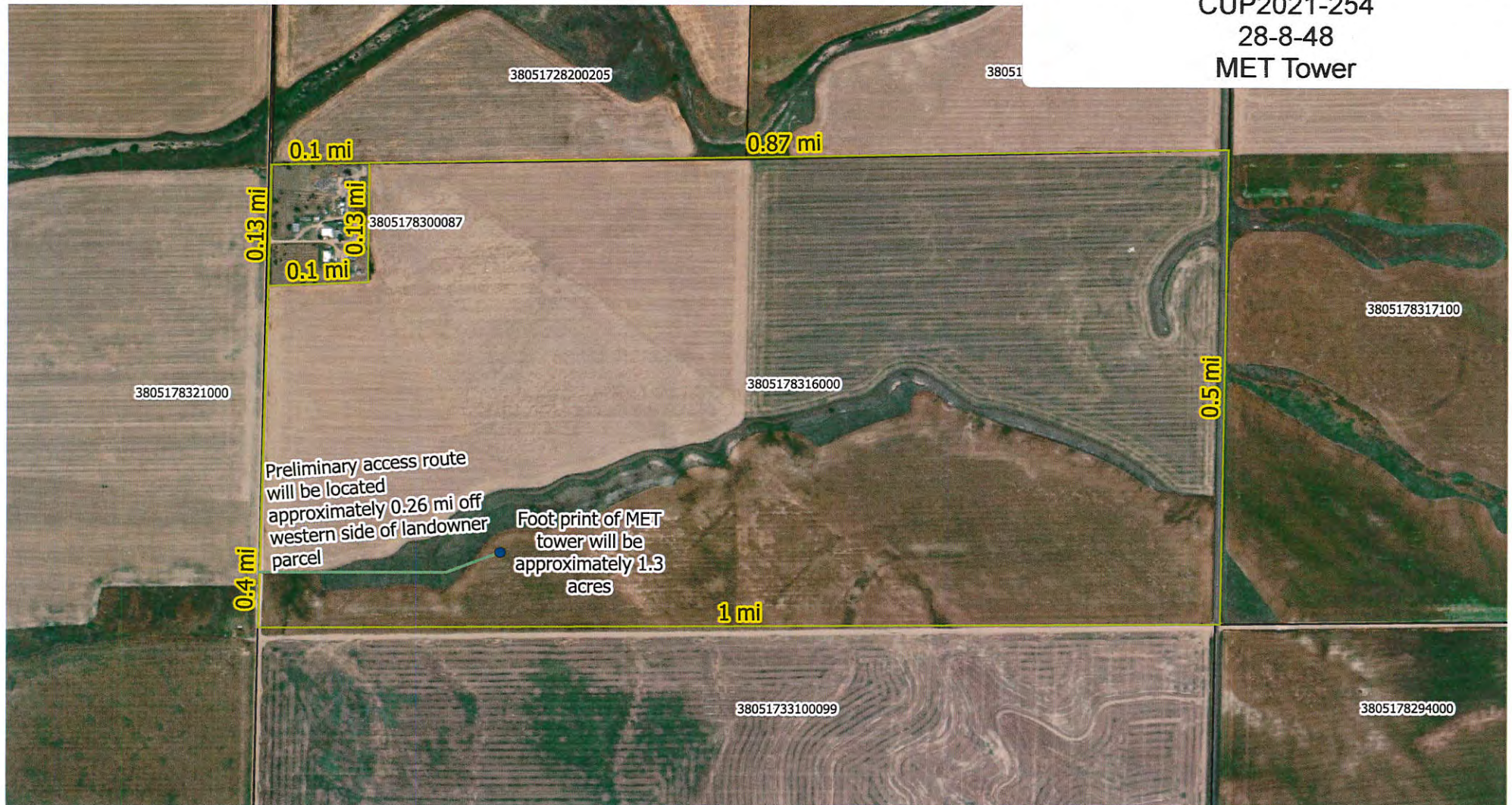
National Renewable Solutions LLC
CUP2021-254
28-8-48
MET Tower

National Renewable Solutions LLC

CUP2021-254

28-8-48

MET Tower



Map: Plot Plan
Prepared By: Dayton Fancher
Date: 7/21/2021

- Proposed MET Tower Site
- Plot Lines
- Preliminary Access Route

Plot Plan
Parcel Map with Lot Dimensions and Structures
Logan County, CO
EPSG 3857: WGS 84/Pseudo-Mercador

Proposed Use: To gather data on behavior of wind within the area
Adjacent Uses: There are no other adjacent uses for the tower
Access: At landowner's request the access route will be found on the western side of landowner's parcel



National Renewable Solutions
11100 Wayzata Blvd Suite 450
Minnetonka, MN 55305

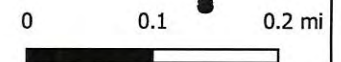
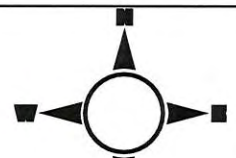
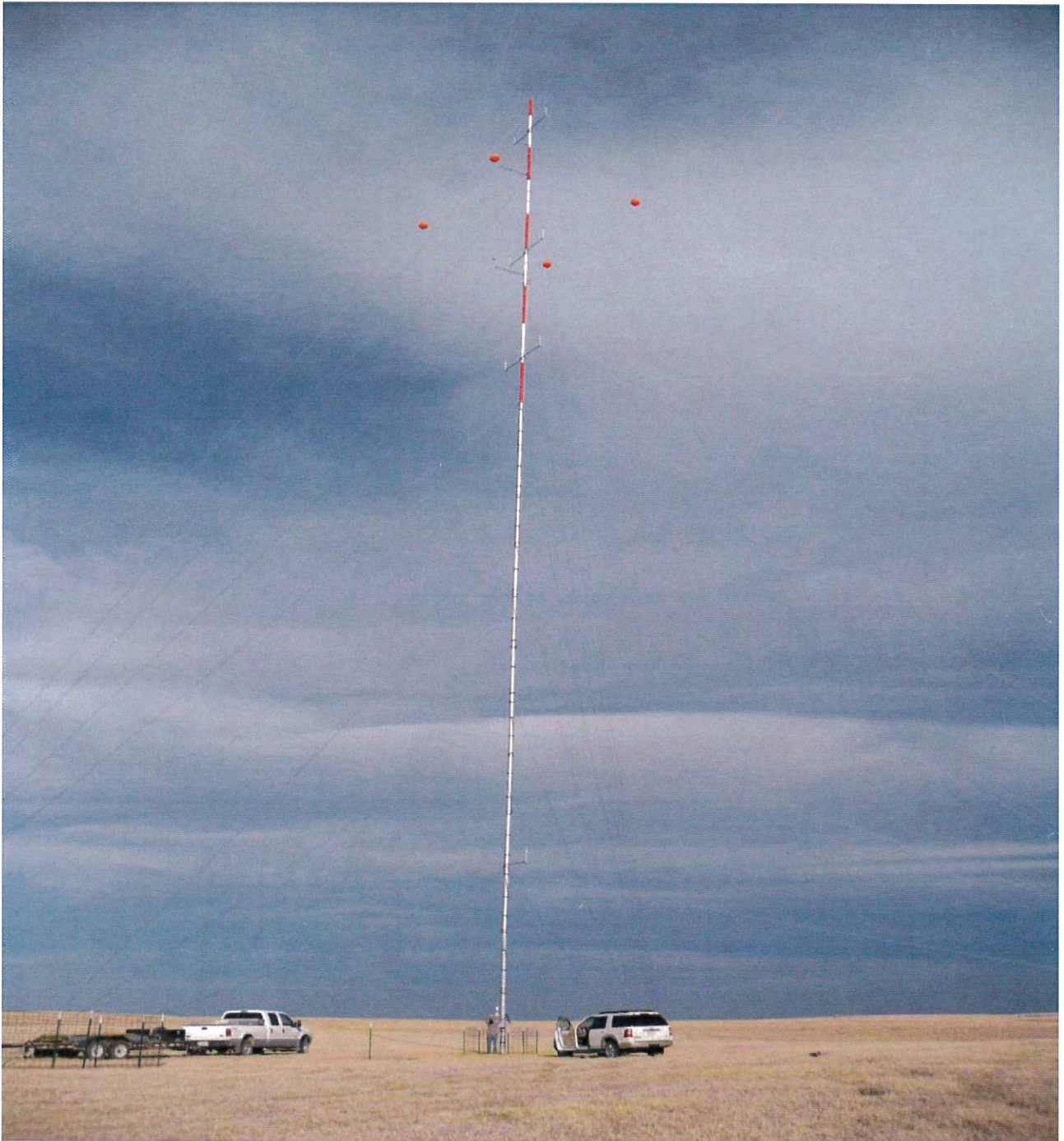


Exhibit D

Logan County Building Plans

The proposed unit is a 60-meter tubular tower that will have alternating orange and white bands, per FAA pattern regulations. Tower will be stabilized with guywires that will extend approximately 185 feet from the anchor in the ground to the attachment point on the tower. Each guywire will have an orange marker ball that is 21 inches in diameter. Around the base and anchor points of the proposed tower will be cattle fencing.



National Renewable Solutions LLC

CUP2021-254

28-8-48

MET Tower

AUG 20 2021

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 2, 2021

THIS AGREEMENT is made and entered into this 16th day of August, 2021, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Highland Park Sanitation District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

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 2, 2021**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:
 Ballot Issue (TABOR) 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 24, 2021**). [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 3, 2021**, 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, strike-outs, strike-throughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (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 24, 2021.**

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 3, 2021.**

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 20, 2021.** [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, strike-outs, strike-through, or symbols).

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) 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, August 31, 2021 (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 8, 2021 (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 3, 2021,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021.**

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 13, 2021 (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:**

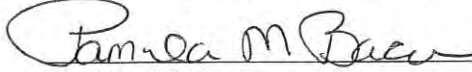
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must 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 3, 2021, 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

Highland Park Sanitation District

By: 

Printed Name: Adam Gardner
Title: Designated Election Official

Designated Election Official for the Entity:
Highland Park Sanitation District
Mailing Address: PO Box 1298
Sterling, CO 80751
Phone: (970) 522 - 1049
Fax: () -
Email: ColoCustomCycles@hotmail.com

INTERGOVERNMENTAL AGREEMENT
Coordinated Election
November 2, 2021

LOGAN COUNTY
AUG 24 2021
CLERK & REC

THIS AGREEMENT is made and entered into this 17 day of August, 2021, between Logan County, Colorado, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Peetz Plateau School District RE-5** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

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 2, 2021**, as a **"Coordinated Election"** as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 X Ballot Issue (TABOR) Ballot Questions X 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 24, 2021**). [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 3, 2021**, 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, strike-outs, strike-throughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (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 24, 2021.**

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 3, 2021.**

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 20, 2021.** [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, strike-outs, strike-through, or symbols).

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) 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, August 31, 2021 (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 8, 2021 (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 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021.**

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 13, 2021 (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 3, 2021, 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**

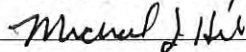
Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

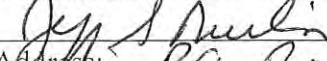
Peetz Plateau School District RE-5

By: 

Printed Name: Michael J. Hill

Title: President RE-5 BOE

Designated Election Official for the Entity:


Mailing Address: P.O. Box 39

Peetz Colo 80747

Phone: (970) 334-2361

Fax: (970) 334-2360

Email: DURLINJ@Peetzschool.org

LOGAN COUNTY

AUG 24 2021

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 2, 2021

THIS AGREEMENT is made and entered into this 19th day of August, 2021, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **RE-11J Weld School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 2, 2021.

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 2, 2021**, as a **"Coordinated Election"** as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 Ballot Issue (TABOR) Ballot Questions X 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 24, 2021**). [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 3, 2021**, 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, strike-outs, strike-throughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to: issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (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 24, 2021.**

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 3, 2021.**

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 20, 2021.** [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, strike-outs, strike-through, or symbols).

The Entity is responsible for assuring that the time lines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election

official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 3, 2021, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the Coordinated election (**Monday, August 30, 2021**) 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, August 31, 2021 (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 8, 2021 (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 3, 2021**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 3, 2021**.

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 13, 2021 (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:**

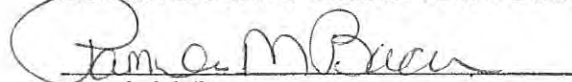
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must 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 3, 2021, 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

A handwritten signature in cursive script, appearing to read "Pamela M. Bacon", is written over a horizontal line.

Pamela M. Bacon

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

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

Attest:

Logan County Clerk and Recorder

(seal)

APPROVED:
BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Chairman of the Board

RE-11J Weld School District (Prairie)

By: Joe Kimmel
Printed Name: Joe Kimmel
Title: Superintendent

Designated Election Official for the Entity:

Joe Kimmel
Mailing Address: P.O. Box 68
New Raymer, CO 80742
Phone: (970) 437-5351
Fax: (970) 437-5232
Email: jkimmel@frii.com

cc kholloway@prairieschool.org

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 24, 2021**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, August 31, 2021**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 3, 2021**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days

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, 2021, through May 16, 2022</u>

THIRD 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 **THIRD** 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 portion of the 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, 2021, through May 16, 2022.**

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, 2022.**
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
08/17/21 – 05/16/22	\$ 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 First Amendment such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

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

Except as modified by the provisions of this Second 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 Second Amendment to Lease #CCCS 2583 is August 17, 2021, 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 Third (3rd) 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 **Second 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, Commissioner

By: _____
Jay A. Lee, President

Date: August 31, 2021

Date: _____

REAL ESTATE PROGRAMS

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

By: _____
Brandon Ates, State Real Estate Manager

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: _____
Markie Davis, 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: _____
Molly Allen Moats, Associate General Counsel
Colorado Community College System

Date: _____

**American Rescue Plan Act (ARPA)
State and Local Fiscal Recovery Fund (SLFRF)
Logan County Services Contract**

This Agreement is made and entered into August 24, 2021, between the Logan County Department of Human Services (hereinafter "Logan County") and RE-1 School District (hereinafter "Contractor"). This agreement is effective from September 1, 2021 until August 31, 2022.

Contractor will provide the "**Student Achievement Coaches**" for the purpose of building relationships with youth and families in order to develop productive citizens in each High School as identified consisting of the following Exhibits A and the budget in exhibit B, in exchange for total ARPA, SLFRF funding in the amount of up to \$235,000.00. Payments will be made in quarterly amounts of \$58,750 contingent upon proof of services provided.

- These services are intended to **Support the public health response:** Fund COVID-19 mitigation efforts, which includes **behavioral health care** programs in schools. The funding of new or enhanced services help meet the behavioral health needs exacerbated by the pandemic, as well as related public health needs.

The parties agree that the Contractor's relationship to the county is that of an independent Contractor.

The parties agree that payment pursuant to this Contract is subject to and contingent upon the continuing availability of funds for the purpose thereof.

Contractor Agrees:

- a) To provide the program utilizing "Student Achievement Coaches", as identified in Exhibit A.
- b) To provide the services in this agreement directly, or to employ the necessary personnel to provide the required services.
- c) To comply with the requirements of the Civil Rights Act of 1964 and Section 504, Rehabilitation Act of 1973 concerning discrimination on the basis of race, color, sex, age, religion, political beliefs, national origin or handicap, and the Drug-Free Work place Act.
- d) To provide the county with reports and maintain records of the provision of services as follows:
 - a. On a quarterly basis, Contractor will submit a report to Logan County, which will provide records of goals and measurable outcomes along with other data that demonstrates the success and efficacy of the program.
- e) Will provide access to all related records upon reasonable request
- f) To indemnify the County and Colorado Department of Human Services from any claims or actions based upon or arising out of damage or injury, including death

or property damage, caused or sustained in connection with the performance of this contract or by conditions created thereby, or based upon any violation of any statute, regulation, and to provide the defense of any such claims or actions.

Logan County Agrees:

To pay contractor 4 payments \$58,750 to be distributed quarterly for a total of up to \$235,000 between September 1, 2021 and August 30, 2022 to provide the program utilizing "Student Achievement Coaches" contingent upon proof of services provided.

Logan County will review services provided and verify that contract amount and services are met on an ongoing basis. If services are not met, the Contractor will reimburse Logan County for the services not provided.

Termination: Either party may terminate this Contract by thirty (30) days prior notification in writing. In the event either party terminates the contract, the Contractor shall submit within 7 days an invoice and required verification for payment of outstanding money owed.

RE-1 School District

Shila Adolf, Superintendent

Approved: Logan County Department of Human
Services

David E Long, Director

Approved: Logan County Board of Human Services

Byron Pelton, Chairman

Revised 12-03-2020



Exhibit A

Student Achievement Coaches

A “new approach” to advocating for you

PURPOSE: TO BUILD AUTHENTIC RELATIONSHIPS WITH YOUTH AND FAMILIES IN ORDER TO ENSURE ALL LEARNERS HAVE A CONNECTION TO THE SCHOOL SYSTEM.

DESCRIPTION: Building relationships with youth and families in order to develop productive citizens.

Prevention: Identifying youth that are “at-risk” and provide prevention services including specialized support in the school system through SEL provider or Student Success Coach (SSC).

Follow-up Support: Identifying youth that are in transition from a crisis or other discourse to provide continued support for growth and development goals. .

EXPANDED DEFINITIONS:

At-Risk Student: potential to fail academically or not graduate from high school.

At-Risk Youth: potential to fail to successfully transition into adulthood.

1. Academic Success
2. Job Readiness
3. Financial Literacy/Independence
4. Avoid negative/life-altering decisions

LET'S DEFINE YOUR IMPACT

1. Teaching Matters
2. Charged with teaching students to BE GOOD HUMANS
3. SHORT TIME- THE LIFE OF A CHILD

$\frac{1}{4}$

$\frac{1}{2}$

$\frac{3}{4}$

A WHOLE LIFE

CONTROLLED

80 YRS

MOTIVATING FACTS:

1. 127 Suicide Risk Assessments
2. 171 Youth Out of Home Placement
3. 77% Graduation Rate
4. 39% of youth missed 20 days or more
5. 85 Student Caseload per provider
6. 40% of youth need multiple systems
7. 4 regional deaths by suicide

Primary Responsibilities:

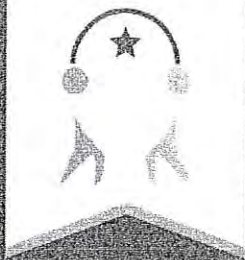
1. Be an Advocate
2. Identify child's specific needs
3. Recommend/secure services (educational & psychological)
4. Identify community partners
5. Identify and remediate physical risks
6. Address past and current traumas
7. Develop a behavior support plan
8. Implement and Monitor support plans

OUR MOST IMPORTANT JOB

"Before a student's cognitive needs can be met, they must first fulfill their basic physiological needs."- Mcleod, Saul. "Maslow's Hierarchy of Needs." *Simply Psychology*, Simply Psychology, 29 Dec. 2020.



Why immerse into Schools?	Measurable Outcomes
<ol style="list-style-type: none"> 1. Motivated to support youth and families 2. School Staff build relationships 3. Students are required in statute to attend 4. Schools have students for the longest duration of time enabling greatest opportunity for impact. 5. No limitation on access to diverse groups 	<ol style="list-style-type: none"> 1. Improved Daily Attendance 2. Increased participation in community services and programs 3. Higher graduation rates 4. Decreased number of discipline referrals 5. Increased number of students matriculating to a meaningful "adult" opportunity.



THE TRUTH ABOUT AT RISK YOUTH IN 2020

IN THE NEXT 24 HOURS IN THE UNITED STATES:

1,439



TEENS

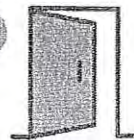
will attempt **suicide**.

2,795



teenage girls will
become **PREGNANT**.

3,506



TEENS

will **run away**.

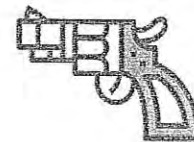
15,006 TEENS

will use **DRUGS**
for the **first time**.



2 TEENS

will be
murdered.



12 YOUNG PEOPLE

between the **ages of 15 and 24**
will die by **die** by **SUICIDE**.



HOW MANY OF THESE FACTORS DO YOU SEE IN OUR COMMUNITY?

YOUR THOUGHTS or QUESTIONS:

Exhibit B
 Budget for RE-1 Student Achievement Coaches
 September 1, 2021 through August 31, 2021

SALARY	\$70,000.00
PERA 21.90%	\$15,330.00
PERA 1.50% Employee Increase Paid by the District	\$1,050.00
MEDICARE 1.45%	\$1,015.00
UNEMPLOYMENT .3%	\$210.00
HEALTH INSURANCE	\$10,500.00
LIFE INSURANCE	\$34.00
DENTAL INS.	\$504.00
 TOTAL SALARY + BENEFITS	 \$98,643.00

SALARY	\$70,000.00
PERA 21.90%	\$15,330.00
PERA 1.50% Employee Increase Paid by the District	\$1,050.00
MEDICARE 1.45%	\$1,015.00
UNEMPLOYMENT .3%	\$210.00
HEALTH INSURANCE	\$10,500.00
LIFE INSURANCE	\$34.00
DENTAL INS.	\$504.00
 TOTAL SALARY + BENEFITS	 \$98,643.00

Additional Mental Health Assessment	\$35,000
 Approximately Annual Cost	 \$235,000



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

W/
TRADE-IN

Q-325992-44414.807KU

Issued: 08/06/2021

Quote Expiration: 09/30/2021

Account Number: 126438

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-110 N Riverview Rd 110 N Riverview Rd Sterling, CO 80751-8490 USA	Logan County Sheriff's Office - CO 110 N Riverview Rd Sterling, CO 80751-8490 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kara Uzelac Phone: Email: kuzelac@axon.com Fax:	Dustin Fisher Phone: (970) 522-2578 Email: dfisher@logancosheriff.com Fax:

Program Length	60 Months
TOTAL COST	\$105,849.95
ESTIMATED TOTAL W/ TAX	\$105,849.95

Average Savings Per Year	\$6,394.95
TOTAL SAVINGS	\$31,974.77

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE

RECURRING BILLING				
Item	Description	QTY	Frequency	Amount Due
20248	TASER 7 EVIDENCE.COM LICENSE	33	Annual	\$7,644.85
20248	TASER 7 EVIDENCE.COM LICENSE	1	Annual	\$231.66
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	Annual	\$3,822.42

80395	EXT WARRANTY, TASER 7 HANDLE	33		\$7,804.11
80395	EXT WARRANTY, TASER 7 HANDLE	1		\$236.49
80374	EXT WARRANTY, TASER 7 BATTERY PACK	39		\$619.79
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1		\$236.49

Quote Details

Bundle Summary

Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
T7Cert	2021 Taser 7 Certification Bundle	33	\$21,169.99	\$53.46
DynamicBundle	Dynamic Bundle	1	\$0.00	\$0.00

Bundle: 2021 Taser 7 Certification Bundle **Quantity: 33** **Start: 9/1/2021** **End: 8/31/2026** **Total: 105849.95 USD**

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Holsters	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	8	\$66.45	22.78%		\$61.78	\$494.21
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	25	\$66.45	22.78%		\$61.78	\$1,544.41
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	33	\$249.17	22.78%		\$231.66	\$7,644.85
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99	\$31.56	22.78%		\$29.34	\$2,905.04
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99	\$31.56	22.78%		\$29.34	\$2,905.04
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33	\$1,428.58	22.78%		\$1,328.20	\$43,830.45
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33	\$40.70	22.78%		\$37.84	\$1,248.66
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33	\$40.70	22.78%		\$37.84	\$1,248.66
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$249.17	22.78%		\$231.66	\$231.66
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	\$124.59	22.78%		\$115.83	\$115.83
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$0.00	0.00%		\$0.00	\$0.00
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	\$62.29	22.78%		\$57.92	\$57.92
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	39	\$71.43	22.78%		\$66.41	\$2,589.98
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66	\$31.56	22.78%		\$29.34	\$1,936.69
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,245.85	22.78%		\$1,158.31	\$1,158.31
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$36.46	22.78%		\$33.90	\$33.90
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$8.68	22.78%		\$8.07	\$8.07
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	33	\$124.59	22.78%		\$115.83	\$3,822.42
Other	80395	EXT WARRANTY, TASER 7 HANDLE	33	\$254.36	22.78%		\$236.49	\$7,804.11
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$254.36	22.78%		\$236.49	\$236.49
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39	\$17.09	22.78%		\$15.89	\$619.79
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$254.36	22.78%		\$236.49	\$236.49

Bundle: Dynamic Bundle Quantity: 1 Start: 9/1/2021 End: 8/31/2026 Total: 0 USD

Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$750.00	100.00%		\$0.00	\$0.00

Hardware

Requested Ship Date	Item	Description	QTY
08/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	8
08/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
08/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66
08/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
08/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
08/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
08/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	33
08/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	33
08/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	33
08/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	99
08/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	99
08/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	39
08/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	1
08/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	33
08/01/2021	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
08/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
08/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
08/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	1
08/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66
08/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66
08/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	39
08/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66
08/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	25
08/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66
08/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66
08/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66
08/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66
02/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	66
02/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	66
08/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66
08/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66
08/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	66
08/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	66

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

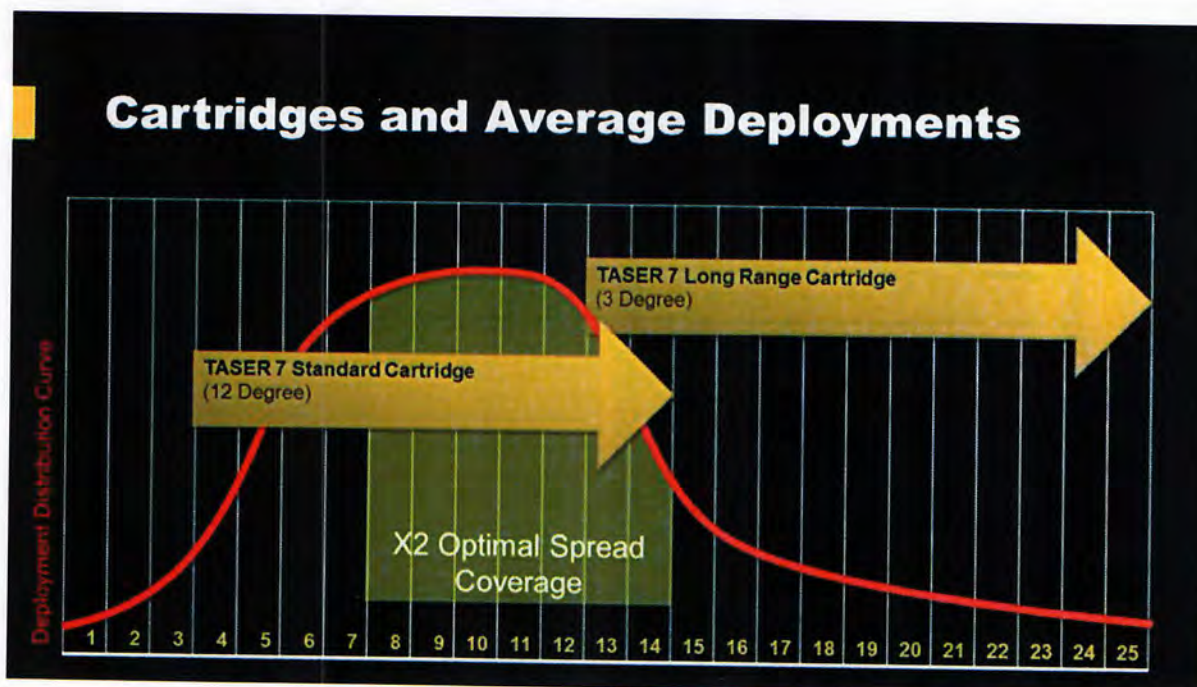
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

TASER 7 Proposals

			A la Carte	TASER 7 Basic	TASER 7 Certification 5-year
Contract Term (months)			60	60	60
Product	Unit Cost	Quantity	Prices as Listed	\$40 per officer per month	\$57.50 per officer per month
T7 Handle	\$1,720.00	33	\$56,760.00	Included	Included
Holster	\$80.00	33	\$2,640.00	Included	Included
Rechargeable Battery	\$86.00	33	\$2,838.00	Included	Included
Battery Dock	\$1,500.00	1	\$1,500.00	Included	Included
Spares	\$1,806.00	0	\$1,720.00	Included [at 30+ handles]	Included [at 30+ handles]
TASER 7 Extended Warranty	\$300.00	33	\$9,900.00	Included	Included
Battery Warranty	\$18.00	33	\$594.00	Included	Included
Dock Warranty	\$300.00	1	\$300.00	Included	Included
Evidence.com License	\$5.00	33	\$9,900.00	Included	Included
Cartridges (Both Angles)	-	-	A la Carte	A la Carte	Included
Inert Cartridges	\$49.00	66	\$3,234.00	\$3,234.00	Included
Year 1 Live Cartridges - Duty	\$38.00	198	\$7,524.00	\$7,524.00	Included Upfront, then unlimited replenishments
Year 1 Live Cartridges - Training	\$38.00	132	\$25,080.00	\$25,080.00	Included
Year 1 HALT Cartridges	\$38.00	132	\$25,080.00	\$25,080.00	Included
Year 2 Live Cartridges - Training	\$39.90	132	\$26,334.00	\$26,334.00	Included
Year 3 Live Cartridges - Training	\$41.90	132	\$27,650.70	\$27,650.70	Included
Year 3 HALT Cartridges	\$41.90	132	\$27,650.70	\$27,650.70	Included
Year 4 Live Cartridges - Training	\$43.99	132	\$29,033.24	\$29,033.24	Included
Year 5 Live Cartridges - Training	\$46.19	132	\$30,484.90	\$30,484.90	Included
HALT Training Suit	\$750.00	1	\$750.00	Optional	Optional [included at 40+ handles]
TASER 7 Ruggedized Training Target	\$150.00	2	\$300.00	Included	Included
Target Frames	\$0.00	2	\$0.00	Included	Included
Axon Academy End User Training	\$0.00	33	\$0.00	Included	Included
TASER Instructor Voucher [included at 50+]	\$375.00	2	\$3,750.00	Optional	Optional [included at 50+ handles]
Master Instructor Voucher [included at 50+ handles]	\$1,495.00	1	\$7,475.00	Optional	Optional [included at 50+ handles]
Taser 7 Cert. add on	\$17.50	-	-	-	-
Total			\$300,498.53	\$281,272	\$113,850

TASER 7 EFFECTIVENESS STUDY

The graphic below represents an analysis of CEW deployments indicating an average of 90% occur within 10' of a subject. Within this range, the X2 with standard duty cartridge requires a *minimum* of **7'** between the weapon and subject in order to reach optimal probe spread necessary to achieve incapacitation. By contrast, the TASER 7 with its Close Quarters Cartridge reaches optimal probe spread and therefore incapacitation at **3'** by employing a 93% larger probe spread. For context, the New Orleans Police Department, by example, identified that 49.32% (693) of 1407 CEW deployments occurred within 5 feet of the subject, a range within which the X2 would not incapacitate, while the TASER 7 could.



The TASER 7 rate of probe deployment is 28% faster than the X2 with 1.8X the kinetic energy upon impact. With heavier probes traveling more than 20 feet per second faster than the X2, this resulting increase in kinetic energy results in increased clothing compaction in order to facilitate successful incapacitation upon suspects wearing loose clothing, puffy garments, or multiple layers of clothing. At distance of 7', the TASER 7 is 15% more effective at clothing penetration/compaction than the X2. Also because of these enhancements, the TASER 7 better penetrates thick material (including leather belts) at a rate of 28% more effective than the X2 at 1' and 6% better at 7'.

A time study comparing TASER 7 vs. TASER X2 and found that the Dock and Go work flow of TASER 7 may save agencies up to 4 man hours per year per CEW by automating data downloads and firmware upgrades, whereas the X2 requires hands-on legacy administrative support by agency staff.

/TASER 7



CONFIDENCE. CONNECTIVITY. COMMUNITY. THE POWER TO DE-ESCALATE

DE-ESCALATE WITH CONFIDENCE / CONNECT TO SAVE TIME / FOCUS ON COMMUNITIES

TASER 7 – the most effective CEW ever – gives officers the confidence to de-escalate dangerous situations, provides improved integration to the Axon network for optimized workflows, and further demonstrates your commitment to keeping communities safe with reality-based training that improves outcomes.

FEATURES AND BENEFITS

/ CLOSE-RANGE OPTIMIZED

93% increased probe spread at close range, where 85% of deployments occur, according to agency reports

/ IMPROVED DARTS

TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles

/ ADAPTIVE CROSS-CONNECT

Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects

/ RAPID ARC

Delivers similar electrical charge as previous models but at a faster rate, causing more rapid incapacitation

/ INVENTORY MANAGEMENT

Using the Axon Device Manager mobile application to assign weapons and accessories dramatically reduces the time it takes to manage devices in the field. This new functionality includes enhanced inventory search and status updates

/ DOCK-AND-WALK FUNCTIONALITY

Firmware updates and weapon log downloads occur automatically, saving your agency time and ensuring your weapons are always up to date

/ RECHARGEABLE BATTERY

One battery for the life of the weapon

/ DAYLIGHT GREEN LASER

Improve your aim with a more visible green daylight laser

/ LOUDER ARC

Further enhances TASER 7 as a de-escalation tool

/ ENHANCED DATA MANAGEMENT

Full integration into the Axon Evidence (evidence.com) ecosystem, with re-designed pulse graphs and firing logs managed as evidence

/ IMPROVED ERGONOMIC DESIGN

Operational interfaces have been refined through extensive user feedback

SPECIFICATIONS

WEATHER RESISTANCE: IP53 Ingress Protection
MIL-STD-810G Test Method 510.6 (sand and dust),
Method 506.6 (rain) IEC 60529

HOUSING: High Impact Polymer

OPERATING TEMPERATURE: - 4° F to 122° F
[-20° C to 50° C]

DROP TEST: 5 feet

HUMIDITY: 85% Relative, Non-condensing

LASER: Top - High Visibility Green Class 2;
Bottom - Red Class 2

ILLUMINATION: 210 Lumen Light Emitting Diode
(LED)

WARRANTY: 1 year from date of receipt

SERVICE LIFE: 5 Years (Recommended)



NEWEST TASER SMART WEAPON

- *Re-engineered* to dramatically reduce ineffective deployments.
- *Comprehensively re-constructed training program* designed to drive consistent, best-case outcomes to avoid injury and loss of life.
- Program management redesigned to create new efficiencies with *new workflow* for time and cost savings.

SIGNIFICANTLY IMPROVED EFFECTIVENESS

- There are 3 key reasons why TASER deployments can be ineffective today.
 1. Probes connect too closely to one another to deliver incapacitation. (AKA *Close Probe Spread*)
 2. One or both probes miss their mark or bounce off of subjects. (AKA *Single Probe Hit/Misses*)
 3. Probes initially seat within clothing but are dislodged with movement or contact. (AKA *Clothing Disconnects*)

SIGNIFICANTLY IMPROVED EFFECTIVENESS

- **The TASER 7 re-design responds to those top key causes of ineffectiveness.**
 - ❖ **New probes fly straighter & faster for better accuracy, impacting with twice the kinetic energy dispersed over a larger surface to compress thicker clothing. They seat and stay within clothing and subjects far more consistently.**
 - ❖ **TASER 7 is substantially more effective at close range where 90% of deployments occur. With an increased probe spread, close quarter deployments are optimized to deliver NMI rather than localized pain. Conversely, longer ranges are optimized with shorter spread cartridges.**
 - ❖ **TASER 7 utilizes current levels of electricity with dramatically improved efficiency for greater, more consistent incapacitation.**

ENHANCED PROGRAM MANAGEMENT

- The TASER 7's new "dock and walk" workflow ensures optimized, healthy and updated devices with consistent data capture, while eliminating battery replacement costs through recharging. This also eliminates cables and manual work.
- Device management by simple mobile application ensures rapid assignment/re-assignment of all TASER 7 CEWs, and now cartridges for maximum accountability.

SUMMARY - TASER 7 CEW

- Completely re-engineered devices are safer, more accurate and more effective where they are most commonly deployed.
- Completely re-designed TASER 7 training better prepares officers for real-world usage, and better equips them to deescalate when possible.
- The new TASER 7 program management model takes advantage of lessons learned from other connected technologies (like body-worn cameras) carried by law enforcement worldwide, delivering consistent administration of a healthier program with increased automation. Program administrators will spend less time on a better program.

Colorado Parks and Wildlife

Shooting Range

SMALL GRANT PROGRAM

*Federal Funds for Improving Shooting & Archery
Facilities in Colorado*



2021

Grant Program Guidelines and Application Form

Colorado Parks and Wildlife
Hunter Education Shooting Range Small Grant Program
REQUEST FOR PROPOSALS



Each year Colorado Parks and Wildlife (CPW) offers an opportunity for third party entities across Colorado to apply for funding to make improvements at public and private shooting range facilities that allow hunter education classes, public sight-in days and youth and family involvement in the shooting sports. Please review the eligibility criteria listed (page 3) to determine if these funds may serve your efforts to provide improved amenities at your shooting range.

Funding for the Shooting Range Small Grant Program is generated by federal excise taxes collected on the purchase of hunting equipment. It is managed as a federal grant program to the states (Section 10 - Hunter Education) by the US Fish and Wildlife Service as a "User Pays - User Benefits" program. Therefore, this grant program will involve local communities and/or organizations in a three-way partnership with CPW and the US Fish and Wildlife Service (USFW).

Here's How It Works:

The Shooting Range Small Grant Program will serve as a cooperative effort between CPW (grantor) and other entities (grantees) to enhance Colorado's shooting ranges. CPW plans that approximately five to eight projects will be selected annually. Each project request should not be less than \$500 or more than \$5,000. Eligible applicants can apply and compete for financial assistance for specific projects as outlined in the following guidelines. Applicants ***must match*** a Small Shooting Range Grant award with non-federal cash or in-kind services (donated labor and/or supplies and equipment use). It is very important that proposed grant activities will produce improvements at shooting ranges that are readily available for public use (some private use is allowed). A project will be ranked primarily in terms of new and/or improved shooting range opportunities for the greatest number of users. Make sure to completely describe the project in the application, **emphasizing how it benefits hunter education, hunter sight-in and practice, and youth participation in shooting sports.**

We encourage you to review the enclosed program guidelines and invite you to work with us to develop a proposal for funds to improve your shooting range. On page 9 you will find a 2021-2023 Shooting Range Small Grant Program Calendar. The Application Form can be found on pages 10-16.

Please call with any questions you may have. *Good luck with your application!*

Sincerely,

Melissa Neal, *Hunter Education Assistant*
303-291-7470

Travis Long, *Hunter Education Coordinator*
303-291-7264

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PROGRAM GUIDELINES

The Shooting Range Small Grant Program provides federal matching funds to Colorado entities for the improvement and maintenance of Colorado's shooting ranges. The grants available through this program **REIMBURSE** project sponsors for up to 75 percent of approved expenses. Please carefully read the following guidelines to answer many of the questions you may have, including:

- **Who May Apply**
- **Eligible Projects**
- **The Application Process** (timetable, necessary components of the application, matching funds, etc.)
- **Requirements for Federal Funds**
- **The Selection and Approval Process**

WHO MAY APPLY

Local government agencies, parks and recreation departments, private shooting ranges that allow use by hunter education classes and allow public sight-in days, shooting associations or any other shooting facility that is open to the public may apply for a small shooting range grant. These grant funds are not meant for CPW shooting ranges. Commercial, for-profit ranges are not eligible. Please contact the Hunter Education Office if you have questions about eligibility.

Applicants may not participate in more than one project annually. Separate chapters or units of statewide organizations are considered as separate applicants. Two or more local agencies may form a partnership to conduct a project. It is important to note, however, that fund management is best facilitated when a county or municipality is the lead agency. *Federal dollars and/or donated labor from a federal agency cannot be used for match* (please see directions for proper match documentation). Likewise, CPW funding and/or labor cannot be used for the match requirement.

Applicants with open grants must demonstrate that the current project is significantly underway before another grant will be considered.

ELIGIBLE PROJECTS

The Shooting Range Small Grant Program is designed to improve shooting ranges across Colorado. The following are general requirements of all projects:

- The project will assist Colorado Parks and Wildlife in reaching its Strategic Plan goals of an increase in hunter recreation days and hunter satisfaction.
- Proposed improvements are substantial in nature.
- The project will improve access and/or amenities at a shooting range that is available for public use.
- The public access to the shooting range resource is assured for hunter education classes and use by hunters for sight-in and practice.
- The project is determined to be a cost-effective investment.
- The grant funded activities will be maintained for the life of the project for shooting range purposes, which is normally considered to be 15 years, if major construction work is involved.

Examples of Eligible Projects

Examples of eligible projects that meet the above goals, as well as the federal regulations for use of this funding, include: targets, benches, shelters, storage, parking lot and access road improvements, etc. Please call your local CPW Wildlife Officer (DWM) or the Hunter Education Office to discuss any other creative ideas.

Examples of Ineligible Projects

*Grants will **NOT** be awarded for:*

- Overhead, program administration, project planning or project research
- BBQ pits, community picnic areas, and other non-shooting related amenities
- Any projects that are not available to the general public or offer limited public access
- Contingency funds or unanticipated overages

Examples of Recent Projects

- Road base to improve access
- Concrete walkway for ADA compliance
- Compressed bales and 3D targets for archery range
- Shade and rain canopy
- Concrete shooting benches
- ADA-compliant restroom

REQUIREMENTS FOR FEDERAL FUNDS

Match:

Each application must meet the minimum match requirements to be considered during the review and grant award process. It's important that the application show how much of the anticipated match is cash and how much is in-kind. While the maximum contribution CPW can contribute to a project is **75 percent** of the total project cost, the actual percentage for each project is dependent on how well the project results would meet the grant program goals. *Higher ranking will be received in the selection process for projects that provide more than 25 percent of the cost share.*

Match must be documented at the time a request for reimbursement is made to CPW Hunter Education office. In-kind labor must be documented using the proper form (which is part of the confirmation package) and must be shown to have occurred during the grant period.

Project Benefits:

In the selection process, additional weight will be given to projects that foster substantial increases in public shooting range use and/or open up new shooting ranges.

Useful Life:

In all cases, proponents will be responsible for operation and maintenance for the lifetime of the project. During useful life of the project annual updates may be requested about the operating status of the project. The following table lists the approved useful life for common types of shooting range improvements:

2021 CPW Small Shooting Range Grant Program

Grant Funded Activity	Useful Life (years)
Shooting Range supplies (e.g., targets, 3D archery targets, backers, holders, stands)	3
Gravel & blading (shooting range, access roads and/or trails)	5
Benches, seats	
Steel and/or Concrete	15
Wooden	5
Building & fencing repairs	10
Vault toilets	15
Canopies	5
Concrete pads	15
Fencing	15

Accepting a Hunter Education Small Shooting Range Grant from CPW/US Fish and Wildlife implies that for the defined life expectancy of the specific range grant project the range will be available for hunter education classes, hunter sight in, and youth event use without restrictions or requirements that the hunter education instructors, hunters, or youth participants be members of that facility.

A.D.A. (Americans with Disabilities Act):

It should be noted that all projects shall be designed and constructed so as to be accessible to the physically challenged and should meet current A.D.A. requirements where practical and economically feasible.

Project Income & Revenue Generating Projects:

Applicants should be aware that any income or revenue generated from a federal aid project must be returned to the project in the form of funds available for the regular operations and maintenance of the project. In other words, if the actual project receiving funding from this grant program will generate revenue then that program income must be documented, reported annually, and returned to the general operations and maintenance of the range facility only. Documentation should be retained for possible future Federal Assistance audits.

GRANT APPLICATION PREPARATION

Applications undergo a detailed review process by a review panel. Project sponsors may be contacted during this time for more information. Please follow the steps below in completing your application:

- 1) Begin by contacting your CPW Area staff (local office or wildlife officer) at least 3 weeks prior to application deadline to discuss the details of your proposed project. If you don't know who to contact call the Hunter Education Office (303-291-7470) or your CPW area office.
- 2) During this review period, applicants may be asked to explain, revise, or expand their application. It is important that any changes are made in a timely manner.
- 3) The application should then be forwarded to the Hunter Education office at the Denver Broadway location by **5 pm on September 30, 2021**.

Mail: Hunter Education
Colorado Parks and Wildlife
6060 Broadway
Denver, CO 80216

Email: melissa.neal@state.co.us

APPLICATION RANKING AND SELECTION

Once projects have been submitted to the Hunter Education Office they go through a ranking and selection process by the Review Panel.

- Based on the results of Review Panel ranking, letters to applicants will be sent out that will notify them of conditional approval or disapproval of projects by **January 31, 2022**. **Letters that notify of conditional approval will only signify that the grant application will be sent to USFW for further review.** Only applications approved by the Review Panel will be sent to USFW.
- Next the CPW Federal Aid Coordinator will prepare a grant for each proposed project that will be submitted to USFW for approval. Each grant must satisfy National Environmental Policy Act (NEPA), State Historical Policy Office (SHPO), Army Corps of Engineers, and other compliance requirements to meet guidelines for federal funding. Additional information from the grantee may be required to complete the grant materials. CPW Federal Assistance approvals will be complete by **May 1, 2022**.
- Finally, after USFW approval, a specific **Letter of Authority to Proceed** will be provided to the sponsor.

✓ **STARTING ANY WORK BEFORE GRANT APPROVAL AND PRIOR TO RECEIVING THIS LETTER OF AUTHORITY TO PROCEED INVALIDATES THE FEDERAL GRANT!**

- Applicants may be required to submit semiannual status reports during the project. After completion, project sponsors should submit a final report of expenditures and photos of the completed project. All projects should be completed by **December 31, 2023**.
- Field inspections may be made as projects are being constructed. Upon completion, the Program Coordinator, Area Manager, or District Wildlife Manager may inspect the project prior to approving final payment to the sponsor (all appropriate receipts will have been verified) and annually, thereafter, to insure compliance with maintaining the project for its useful life.

What Happens if Your Proposal is Not Selected?

The Shooting Range Small Grant Program is a highly competitive statewide assistance program. It should not be construed that a project is unworthy because it is not approved or not funded in its entirety. Proposals may be re-submitted in following years if they were not funded, but they must go through the same application process, be re-dated, and finally re-evaluated by the Review Panel for the next funding cycle. An application which circumvents this process will not be considered. The Hunter Education office will work with applicants to address issues and provide suggestions to insure the project has the best chance possible to receive funding in the future.

MATCHING FUNDS

What Qualifies As Matching Funds?

For an applicant, the determination for matching funds can be fairly complex. If questions arise during application preparations it may be advantageous to discuss your project with Melissa Neal, Hunter Education Assistant, at melissa.neal@state.co.us or 303-291-7470 or the Hunter Education Coordinator, Travis Long, at travis.long@state.co.us or 303-291-7264.

Acceptance of justifiable matching funds and their value will be subject to approval by Colorado Parks and Wildlife's Federal Aid Coordinator.

Guidelines covering the determination and use of eligible matching funds are as follows:

- Total grant funds (federal) may not exceed 75 percent of the total project cost. Therefore, at least 25 percent of the total project costs must be justifiable in-kind and/or cash matching funds.
- In-kind and cash donations must come from non-federal and non-CPW sources.
- In-kind matching funds may be used in addition to, or in place of, cash donations.
- In-kind contributions may be in the form of volunteer labor (non-federal), materials, use of equipment or costs incurred by the contractor or subcontractors to complete the project. All in-kind match **MUST BE** documented correctly on the approved form and must have occurred during the approved grant period.
- To be eligible as an allowable cost, all in-kind contributions must be expressly determined by the state to be a necessary and integral part of the project. Third party in-kind contributions may count toward satisfying the matching requirement only if the participants receiving these in-kind contributions would otherwise have to pay for them to complete project requirements or necessities.
- In-kind match may not include costs that are borne by other federal grant agreements. This includes costs and third party in-kind contributions that have been used to satisfy matching or cost-sharing requirements of another federal grant/aid agreement or any other award of federal funds.
- In-kind matching funds must be specific to the approved work units of the project documented in the work plan of the application, and will be specified as a line item in the budget exhibit of the funding agreement.
- Indirect costs (such as overhead charges or contingency estimates) cannot be included as part of in-kind contributions. This also applies to non-expendable tools and equipment that have a use beyond the project.
- **No in-kind donation or funds expended prior to the receipt of a Letter of Authority to Proceed will be eligible as match.**
- The NRA Foundation also has grant monies available. Please check www.nrafoundation.org/grants/ for potential grant funds to match these federal funds.

How Is The Value Of In-Kind Matching Funds Determined?

The valuation of an in-kind contribution is dependent on whether the contribution is from volunteer labor, equipment use, or any other third party. The following rules apply to in-kind matching funds:

- Generally, contractor or third party in-kind contributions are valued at the rate the state would have to pay for similar services or property if purchased on the open market in that part of Colorado.
- Materials contributed by a third party will be assigned the market value at the time of the contribution.
- If the contractor or a third party contributes labor and/or equipment, the contribution will be valued at the fair labor or rental rate over the term of the project. Only labor and/or equipment, necessary and integral to the completion of the project, will be considered for evaluation as an in-kind contribution.

2021 CPW Small Shooting Range Grant Program

- Fair labor and/or equipment rates shall be determined by the documented prevailing rate at the project area.
- If not specified in the budget outline of the application, the value of donated labor will be computed at \$24/hour. The use of higher hourly figures must be justified by the type of work and qualifications of the worker. The correct form to document donated labor will be part of the confirmation package.

COMPLIANCE REQUIREMENTS

A number of federal requirements have to be addressed for all projects. These compliance issues are addressed as part of the federal aid application portion of the process, not during the initial application and panel review process. Depending on the nature of the projects, substantial delays - nine months or more - may occur as a result of these requirements, although lengthy delays are the exception. The following lists some compliance assurances that are typically required as part of the federal review process:

POTENTIAL COMPLIANCE REQUIREMENT	WHAT IT IS, WHO TAKES LEAD ON ADDRESSING
Historical and Cultural Preservation	<i>A written statement from the State Historical Preservation office clearing your project - CPW normally takes the lead on this. If the project requires a Cultural Resource Survey (CRS) additional costs and time will be required. A CRS may be required any time soil is disturbed—building berms, digging foundations, building roads, etc.</i>
Prime and Unique Farmland	<i>A written confirmation from the Natural Resources Conservation Service (previously SCS) clearing your project site from the unique or prime farmland restrictions - CPW normally takes the lead on this.</i>
Army Corps of Engineers 404 Permit	<i>A 404 Permit or clearance from the Corps of Engineers may be needed for projects that could affect jurisdictional wetlands - the project sponsor normally takes the lead on this, if applicable, through contact with the local Army Corps of Engineers Office.</i>
Endangered Species	<i>Each project must assess whether there will be an impact on any federally-listed threatened or endangered species or how any impact will be mitigated - CPW personnel normally take the lead on assessing the presence of any listed species. Project sponsor may take the lead on determining course of action should endangered species issues arise.</i>
Environmental Assessments	<i>Projects that involve water depletions, wetlands or other environmental impacts may require an acceptable Environmental Assessments - Project sponsor will develop any required environmental assessments.</i>

APPLICATION CALENDAR

May 3, 2021

Program guidelines and applications available online:

<http://cpw.state.co.us/thingstodo/Pages/RangeMaintenanceGrants.aspx>

September 30, 2021

Applications due at the CPW Hunter Education office, 6060 Broadway, Denver, 80216, by 5 pm.

December 10, 2021

Proposal review and ranking, which may require discussions with applicant.

January 31, 2022

Letters will be sent to applicants with results of review panel, either accepting or rejecting proposal.

February 1, 2022

Federal Assistance grants submitted to USFW. During this period applicants may be contacted for further information.

May 1, 2022

Letter of Authority to Proceed with project will be sent to successful applicants. This date will depend on receiving any additional requested information, *including* National Environmental Policy Act compliance issues, external compliance issues, routing and approval. (Note: Letters to Proceed may be sent earlier depending on USFW approval of grant.)

December 31, 2023

Project should be completed no later than December 31, 2023. If a situation arises where additional time is needed to complete a project the grant can be amended. Contact the Hunter Education office well before the grant expires. Once the grant has expired no additional funds will be available.

APPLICATION FORM AND INSTRUCTIONS

PLEASE USE THIS FORM ONLY AND FILL IN ALL SECTIONS!

APPLICANT INFORMATION		
Applicant (Organization):		
Name of Range:		
Project Title:		
Mailing Address:		
Physical Address of Range or General Location, if different than mailing address:		
County:		
Project Legal Location--Township, Range, Section, ¼ Section (MUST BE INCLUDED):		
Total Project Cost:	Grant Amount Requested:	Matching Cash and/or In-Kind Provided:
Website of Organization:		
Contact Person (name):		Title:
Contact Mailing Address:		
Contact Phone Number:	Contact Email:	
Organization Tax ID Number (must be included with application):		
Organization DUNS Number (must be included with application):		
Type of Organization:		
Circle Available Facilities at the Range:		
<input type="checkbox"/> Archery <input type="checkbox"/> Shotgun <input type="checkbox"/> Small Bore (.22) <input type="checkbox"/> High Powered Rifle <input type="checkbox"/> Handgun		
<i>I certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of Colorado Parks and Wildlife. I acknowledge that failure to meet the requirements of the grant program will result in forfeiture of grant funds.</i>		
Signature of person who prepared grant application		DATE:
Printed name of above individual		
Signature of president or administrator of applicant organization		DATE:
Printed name of above individual		

2021 CPW Small Shooting Range Grant Program

PROJECT COSTS		
Amount of federal aid requested	\$	Percentage of total project: (no more than 75%)
Amount of local cash match	\$	Percentage of total project: (must total at least 25%)
Amount of local in-kind match	\$	Indicating how much match is cash and how much is in-kind is required.
Total match	\$	
Total Cost of Project	\$	Above percentages must total 100%
PROJECT DESCRIPTION		
Purpose (Existing condition of range and how project will improve it):		
Need (Why project is needed and expected results of improvements):		
Objective(s):		
Approach (Work Plan describing main activities):		
<p>Will any ground be disturbed as part of the proposed shooting range improvement activities? Has the area already been disturbed? <u>Photos of the area to be improved must be included for submission to the State Historical Society for evaluation. A Cultural Resources Survey may be required. Applications without photos will be returned.</u></p> <p>Please describe:</p>		

Expected Results & Benefits (How will range benefit and benefit to the public):		
Is Range Used for:		
	Number of Days Currently?	Number of Days After Completion of Project?
Hunter Education		
Hunter Sight-in Days		
Youth Education		
Youth Competition		
Please list examples of youth groups or activities that the range will be available to after the project is completed:		
RANGE ACCESS INFORMATION		
(Please fill in all that apply or note N/A if it does not apply)		
Initiation Fee:		
Annual Membership dues:		
Number of Members:		
Cap on Membership Numbers:		
Fee for Guests:		
Public Access Fees:		
Number of Public Access Days per Month:		
PUBLIC USE / PRIVATE USE / ADA USE		
Present PUBLIC Shooting Range Use (%):	After completion (%):	
Present PRIVATE Shooting Range Use (%):	After completion (%):	
Present Handicapped Shooting Range Use (%):	After completion (%):	

2021 CPW Small Shooting Range Grant Program

PROJECT BUDGET:							
Work Item #	Work Activity Description	Unit of Measure-ment	Quantity	Cost Unit	Total Cost	Local Share	Federal Share
ENGINEERING (if applicable)							
Name:							
Qualifications:							
MAINTENANCE (Responsible Party)							
Name:							
Contact Information:							
SITE PLAN							
<p>Please include a map to show the general location of the range, including the nearest community and access roads. Also include a diagram of the range that includes existing and proposed range features. The diagram may be hand drawn.</p>							

2021 CPW Small Shooting Range Grant Program

LAND OWNERSHIP

Property to be developed must be controlled by the local sponsor for the life of the project. A copy of the lease, easement, or title may need to be given to CPW to ensure public access to the property throughout the life of the project. Give the name of the landowner and the type of legal instrument guaranteeing public access for a minimum of the useful life of the project. If the project is selected the applicant may be required to furnish a copy of such document.

Property Owner:

Legal Instrument:

MAIN CPW CONTACT(S)

Name, title, phone number (e.g., District Wildlife Manager, Regional Manager, Area Wildlife Manager, Hunter Education Coordinator):

Accepting a Hunter Education Small Shooting Range Grant from Colorado Parks and Wildlife/US Fish and Wildlife implies that for the defined life expectancy of the specific range grant project the range will be available for hunter education classes, hunter sight in, and youth event use without restrictions or requirements that the hunter education instructors, hunters, or youth participants be members of that facility.

SIGNATURE PAGE

Organization Name: _____

Project Sponsor (name, title):

Date:

CPW District Wildlife Manager:

Date:

CPW Area Wildlife Manager or CPW Regional Manager: Date:

Region Comments:

Applications must have at least one Colorado Parks and Wildlife signature to be accepted.
Please contact the Hunter Education Office or your local area CPW office for contact information
if needed. Applications sent without a completed signature page will be returned.

APPLICANT CHECK LIST

Please make sure all of the following steps have been completed before your proposal is submitted to CPW.

- Application is specific to the Small Range Grant? ☐
- Application has been discussed with CPW staff? ☐
- Application is completely filled out? ☐
- Signature page has been completed? ☐
- Map is included? ☐
- Site plan or diagram is attached? ☐
- Photos of the area to be modified are included? ☐
- All applications MUST include the following! ☐

Organization Tax ID Number (a W-9 may be required)

Organization DUNS Number (required for ALL federal grants)

Type of Organization

**Incomplete applications will not be accepted and
will be returned to the applicant.**

Contact information:
Colorado Parks and Wildlife
Shooting Range Small Grant Program
Hunter Education
6060 Broadway
Denver, CO 80216
303-291-7470
303-291-7113 (fax)

Colorado Parks and Wildlife
receives federal funds from
the U.S. Fish & Wildlife Service pursuant to the
Wildlife and Sport Fish Restoration Act (Pittman-Robertson Act).

Under Title VI of the Civil Rights Act of 1964, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, or national origin. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to:

Chief, Office of Human Resources
U.S. Department of the Interior
Fish and Wildlife Service
Washington, DC 20240



american building systems, llc

PO Box 1792
Sterling, CO 80751
Mike Yarrington (970) 580-9481
Todd Curlee (970) 520-1437

www.americanbuildingsystems.net



American Building Systems LLC, hereafter referred to as "Contractor", proposes to sell such structures, equipment, foundation materials, and services as listed below to:

Date 08-10-2021

Name: Logan County Landfill

Phone/ Cell: 970-520-9451

Billing Address:

Jobsite Address:

City: Sterling

State: Co

Zip: 80751

Hereafter referred to as "Owner", subject to Standard Terms of Agreement on attached sheet.

Description of Building, Options, Equipment and Services

One 60' wide x 120' long x 18' tall Post Frame Building complete with the following:

End Use: Storage		
Occupancy:		
Building Code: 2012		
Width: 60'	Length: 120'	Clear Height: 18'
RoofLiveLoad: 20lbs	Ceiling Load: 4lbs	Wind Load: 115mph
Exposure Rating: C		

- Three Ply Laminated Columns treated below grade complete with a concrete footing. All Treated columns are a .6 pcf CCA treated material used below finished floor.
- Screw fasteners with neoprene backed washers for leak resistance
- 2 x 6 wall girds
- 2 x 6 roof purlins with fastener to prevent purlin roll
- One row of 2 x 6 treated splash plank treated to a .6pcf CCA
- Bottom cord truss bracing standard
- Full trim and flashing for corners, gable which provide an attractive finish, plus protection from blowing rain and snow
- Foam closures at eave and ridge
- Uni-rib walls and roof with long lasting siliconized polyester color coated sheeting with a 30-year warranty

Accessories Included

- Three 3' wide x 6'8" tall walk-in doors to be installed complete with weather seal and lock set.
- Three 14' wide x 14' tall overhead doors to be installed on side wall. Complete with all trims and Weather seal.
- One 16' wide x 16' tall overhead doors to be installed on end wall. Complete with all trims and Weather seal.
- One 14'x14' framed opening to be sheeted over for door installation at a later date.
- R-6 insulation to be installed in roof and walls.
- This quote provides labor and equipment to unload building. Erect building on level site.

OPTION #1: To have operators installed on overhead doors. (No Wire included). **ADD: \$6,752.00**

OPTION #2: To have a 20' wide x 16' tall insulated S-24C overhead door in place of 16'x16' overhead door. **ADD: \$2,299.00**

OPTION #3: To have 120 lft of eave light 2'6" tall down each side wall. **ADD: \$5,578.00**

OPTION #4: Performance and Payment bond **ADD: 6,137.00**

:

Bid good till 8-11-2021 days

BASE BUILDING TOTAL: \$149,142.00

TOTAL COST WITH ALL OPTIONS: \$169,908.00

Wall Color		Wainscot	N/A
Roof Color		Slide Doors	N/A
Soffit Color	N/A	Post Wraps	N/A
Gable Trim		OHD Door Trim	
Corner Trim		Slide Door Trim	N/A

Labor and Equipment to erect 60' wide x 120' long x 18' clear height with the above accessories.

EXCLUSIONS

1. Site conditions are assumed to be clear of all utilities, obstacles and anomalies.

2. Locating and protecting private and/ or public utilities is not included.
3. Additional works required by code review are not included.
4. Hidden damage and/ or undiscovered conditions are not included.
5. Factory mutual requirements are not included.
6. No air quality permits are included.
7. City, County and State building permits, fees and taxes are not included.
8. American Building Systems LLC is not responsible for any damages to landscaping, curbing, roadways or other facilities incurred during construction erection and/ or removal of wall panels.

Included in Proposal	YES	NO
Grading & Leveling of Site		X
Delivery to Job Site	X	
Turnkey Erection	X	
Fill Material for Site		X
Building Permit		X
Electrical Labor & Permits		X
Plumbing Work & Permits		X
Air Quality Permits		X

In accepting this contract, Owner creates a binding agreement between Owner and American Building Systems LLC, for sale of materials and services as signed and described above. It is agreed that this Contract will include all of the Standard Terms and Provisions as outlined on the following sheets.

TOTAL CONTRACT PRICE: \$

Terms of Payments

10% ACCEPTANCE FEE: \$

65% DELIVERY FEE: \$

ALL OTHER BILLING WILL BE DONE AS A MONTHLY PROGRESSIVE BILLING WITH PAYMENTS DUE UPON RECEIPT

CONTRACT ACCEPTANCE BY:

American Building Systems, LLC Representative

Date

Owner

Date

STANDARD TERMS OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

1. The Owner warrants to the Contractor that he has the legal right to build on the Owner designated Jobsite and that the Jobsite is properly zoned for the agreed upon Building construction and being the Work. The Owner is responsible for obtaining and paying for Building Permits for the Work if required by any governmental authority and providing good and sufficient access to the Jobsite with reasonable space for storage of materials for the Work.
2. The Contractor assumes no obligation to check Jobsite boundaries, including any required setbacks, The Contractor will be responsible for grading and constructing the Building on the designated Jobsite where indicated and accepted by the Owner on the Owner's plot plan.
3. Soil: All prices in this Agreement are based on dry soil with a minimum load bearing condition of at least 3,000 pounds/square feet or as required for the Building, whichever is greater. The Owner will be responsible for costs incurred by the Contractor in correcting deficient soil. The Owner will be consulted prior to the Contractor undertaking corrective work.
4. The Contractor will not be responsible for any sub-surface conditions or obstructions including water, utility lines and rock requiring heavy construction equipment or blasting to grade or remove. The Owner will be responsible for costs incurred by the Contractor in correcting subsurface conditions to enable it to properly perform the Work at the Jobsite. The Owner will be consulted prior to the Contractor undertaking the corrective work.
5. The Contractor warrants to replace or repair, within one year from the date of completion of the Building, the Work which requires repair or replacement due to a defect in the material or workmanship supplied or performed by the Contractor. The Contractor will not be responsible for any other damages in tort or contract of any kind. The Owner will notify the Contractor, in writing, of any defects in the Work within one month of discovery, and failure to do so shall cause this warranty to lapse with regard to the defect.
6. The Contractor may, at Its own expense and from time to time, employ subcontractors as needed to complete any phase of the Work as It deems necessary.
7. No cost to Erect or Install any materials is included unless expressly shown on the Agreement.
8. Any specification, addition or extension errors or Agreement errors Inconsistent with the specifications are subject to the right of correction by the Contractor.
9. When any part of the building is used or occupied by the Owner or the Work Is completed, whichever event occurs first, All liability for the Building shall become the responsibility of the Owner, and the Contractor's a Builder's Risk Insurance shall no longer apply.
10. All construction materials shall remain the property of the Contractor until the Work is complete, and the Agreement is paid for in full. The Owner will, upon the request of the Contractor, execute and deliver a Uniform Commercial Code Security Agreement and Financing Statement to evidence this covenant.
11. The Building shall remain locked or inoperative or unoccupied until paid for by the Owner and the keys to the Building are turned over from the Contractor to the Owner.

12. The Owner shall not assign his rights in whole or in part to this Agreement without the previous written consent of the Contractor. The Contractor may assign this Agreement as collateral for construction financing.
13. This Agreement Is binding on the parties hereto and their heirs, executors, successors and assigns.
14. Materials delivered to the Jobsite by the Contractor for use In the Work will remain the property of the Contractor until such time as the Work is completed, and any materials not used shall remain the property of the Contractor.
15. In the event of any litigation by the Contractor or the Owner for enforcement of any provision of this Agreement. The exclusive venue for the litigation, except mechanic lien actions, shall be the District or County Court, Logan County, Colorado, and none other and notwithstanding the location of the Work or execution of the Agreement. The Agreement progress payments and price shall be due and payable as set forth in the Agreement and final payment when the Work is complete. Warranty Work shall not delay final payment. Interest shall be earned, at the rate of 18% per annum, on all unpaid amounts from the date due and payable until paid in full.
16. Labor and/or materials supplied by the Owner shall not be allowed for credit against this Agreement unless terms are specifically agreed to in the Agreement or via a Change Order prior to use by the Contractor.
17. The Contractor shall be responsible for removing its excess materials and rubbish from the Jobsite. This Contract is for a building unit as described on the Sales Agreement. Excess materials on site will remain the sole property of the Contractor. If the Owner elects to keep the excess materials, the normal retail selling price will be charged.
18. The Contractor will maintain Builder's Risk Insurance and Workman's Compensation Insurance covering all workmen employed to perform the Work. Amounts and Certificates of Insurance will be made available to the Owner on written request.
19. **Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:
 - A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.
 - B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Total Contract Price and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be

increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

20. Except as set forth herein, the Owner agrees to not interfere with the progress of the Work and to not allow any occupation of the Building or Foundation by persons not directly employed on the Work by the Contractor. The Contractor will make reasonable effort to coordinate its Work with that of the Owner to minimize any conflicts with normal day to day activities of the Owner and to Insure smooth operations for the Work performance.

21. The Owner may, prior to execution of the Agreement, order extra work or deduct from the original Building plans. Changes to the original Agreement shall thereafter be in writing on a Contractor Change order form, which will reflect the addition or deletion of materials or services and the respective costs. Change orders will not affect the Standard Terms of Agreement as outlined herein.

22. There are no promises, agreements or understandings outside of this Agreement. All terms expressed in this Agreement are not to be modified in any way except in written Change Orders and such Change Orders will be signed and agreed to by the Owner and the Contractor prior to becoming effective.

23. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Termination by Contractor. The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sums owed within seven (7) business days of the date fixed for payment. In the event of such termination, the Owner must then pay Contractor for (a) the cost of all Work performed and materials delivered to the job site; (b) all materials ordered and not cancelable; and (c) an amount equal to ten percent (10%) of the Total Contract Price as a liquidated damage/mobilization/termination/lost profit fee.

24. Any unauthorized occupancy or use of the Building shall constitute final acceptance of the Work to date and without regard to any stage of completion, and the entire unpaid balance of the Agreement price shall be immediately due and Payable.

25. Drawings, copies, specifications and manufacturer literature will remain the property of the contractor and are not to be used by the Owner on other work. All Contractor documentation used in unsuccessful bid situations is to be returned to the Contractor.
- ~~26. The Contractor shall not be liable for damages for failure to perform the Agreement as the result of any delay or failure resulting or caused directly or indirectly by Acts of God, labor disturbance or shortage, embargoes, inclement weather, delays in manufacturing or transportation of materials or any other delays beyond the reasonable control of the Contractor. The place of product fabrication and method of shipping shall be determined by the Contractor. Any delay in the Contractor's Work due to any of the above causes will be reason for the Contractor to extend the time period for completion of the Work and at no penalty to the Contractor.~~
27. The Owner may, upon written advice delivered to the Contractor, directly contract with other contractors for concurrent work (such as the removal or containment of asbestos, hydrocarbons and other Hazardous materials, fuel tank removal and installation of telephone and communication systems) on the Jobsite and outside of the scope of performance of the Contractor's Work pursuant to this Agreement. The Owner shall provide in any other contracts that such work shall not unreasonably interfere with the Work of the Contractor and the Contractor's Work performance shall have superior right in time and place to the use and occupation of the Jobsite. The Owner indemnifies and holds harmless the Contractor from all claims, damages, impositions and fines (such as OSHA determinations) imposed or attempted to be imposed upon the Contractor as the result of work performed by the Owner or others for the Owner on the Jobsite.
28. **Time of Start & Completion.** The work to be performed under this Contract shall start on or around **February 28, 2022** and be commenced as soon as practicable after execution of this Contract, and shall be substantially completed on or before **June 30, 2022**. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for each consecutive calendar day that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from time to time from current periodical estimates; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

American Building Systems, LLC

OWNER.

By, _____ By, _____