



AGENDA

Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 4, 2020 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the July 21, 2020 meeting.

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

Unfinished Business

Consideration of the award of a proposal for asphalt overlay projects and approval of a contract between Logan County and Simon Contractors for the 2020 Overlay Program.

New Business

The Board will open proposals for the purchase of asphaltic materials for the 2020 County Road Chip Seal Project.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Fleming for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2020.

Consideration of the approval of Resolution 2020-29 authorizing assignment of certain County-held tax lien certificates of purchase.

Consideration of the approval of a Second Amendment to Lease between Logan County and the State of Colorado, Department of Higher Education by the State Board for Community Colleges and Occupational Education for use and benefit of Northeastern Junior College for leasing of certain buildings and other equine program related facilities at the Logan County Fairgrounds.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Permit Number ROW2020-16 for use of the County Right of Way along County Road 43 for a pole and transformer.

Consideration of the approval of an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Permit Number ROW2020-17 for use of the County Right of Way along County Road 31.5 and County Road 28 for a fiber optics communications system.

Consideration of the approval of a Small Business grant application for distribution of CARES funding.

Other Business

Miscellaneous Business/Announcements

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

**Executive Session as Needed
Adjournment**

July 21, 2020

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

Joseph A. McBride
Jane Bauder
Byron Pelton

Chairman
Commissioner
Commissioner

Also present:
Alan Samber
Pamela Bacon
Rachelle Stebakken
Jerry Casebolt
Diana Korbe
Marilee Johnson

Logan County Attorney
Logan County Clerk - Absent
Logan County Deputy Clerk
Logan County Emergency Manager
Logan County Human Resources
Tourist Information Center Director/County Public
Information Officer
NextEra
Journal-Advocate

Todd Settler
Jeff Rice

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 7, 2020 meeting.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of June, 2020.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of June, 2020.
- Acknowledgment of the receipt of the Semi-annual report of the Logan County treasurer for the period January 1, 2020 through June 30, 2020.
- Acknowledge the receipt of the Treasurer's Report for the month of June, 2020.
- Acknowledge the receipt of the Public Trustee's Second Quarter Report of 2020.
- Acknowledge the receipt of the Clerk and Recorder's Report for the month of June, 2020.
- Approval of an application for renewal of a Fermented Malt Beverage On/Off Premises license on behalf of Lu's Buffalo Stop, Inc.
- Ratification of the approval of a lease-purchase agreement between Logan County and Caterpillar Financial Corporation for acquisition of a new 140-13AWD Caterpillar Motor Grader.

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

Chairman McBride continued with Unfinished Business:

Commissioner Bauder moved to post pone definitely until the August 4, 2020 business meeting the proposal for asphalt overlay projects and approval of a contract between Logan County and Simon Contractors for the 2020 Overlay Program. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Commissioner Pelton moved to approve a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated effective January 1, 2020 and allow the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Deferred Compensation Plan and Trust Agreement as amended and restated effective January 1, 2020. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Participation Agreement between Logan County Department of Human Services and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated effective January 1, 2020 and allow the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Participation Agreement between Logan County Department of Human Services and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Deferred Compensation Plan and Trust Agreement as amended and restated effective January 1, 2020. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-26 granting a Conditional Use Permit (CUP) #243 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2020-27 granting a Conditional Use Permit (CUP) #244 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution 2020-28 granting a Conditional Use Permit (CUP) #245 for the construction, maintenance and operation of a Solar Garden operated by TCA Microgrid Energy, LLC, doing business as Pivot Energy, LLC. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve of an Addendum to a Maintenance Contract between Logan County and Blazen Illuminations, LLC, for maintenance on the Logan County Courthouse outdoor lighting system and allow the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

Announcements:

The next business meeting will be scheduled for Tuesday, August 4, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:42 a.m.

Submitted by:

Reckelle Stebapfen

Logan County Deputy Clerk

Approved: August 4, 2020

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder



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

County of Logan Month of July 2020

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	128	21-4142 & 21-4142a	01/01
Office Visits	19	MILITARY RECORDS/CORRECTIONS	
Home Visits	12	SF180	02
Outreach Visits	- 0 -	DD149	- 0 -
Community Events	- 0 -	DD293	- 0 -
Request for Medal	- 0 -	NA13075	- 0 -
Operation Recognition	- 0 -	Other	- 0 -
Correspondence Rec'd	02	NSC PENSION	
Correspondence Written	05	21-527EZ	01
Info/Referral/Inquiries	02	21-8416	- 0 -
VCAA Notice	- 0 -	WIDOWS PENSION	
State Benefits	- 0 -	21-534EZ	01
Income Verifications	- 0 -	21-8416	- 0 -
NEW CLAIMS INITIATED		DIC	
21-22 CVA	- 0 -	21-5234EZ	01
21-22 others	- 0 -	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	- 0 -
21-526EZ	01	APPEALS	
21-0966 Informal	- 0 -	21-0985 NOD	↑
21-4138	01	VA Form 9	↑
21-526EZ Reinstate	- 0 -	20-0995	- 0 -
21-526EZ IU	- 0 -	20-0996	↓
21-8940 IU	- 0 -	10182	↓

SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	↑	29-357	↑
21-4138 SMC	- 0 -	29-4364	- 0 -
21-686c Dependency	↓	29-336 Beneficiary	↓
21-674 School Attendance	↓	29-4125 Lump Sum	↓
VA HEALTHCARE		VTF REQUESTS	
10-10EZ	02	Rental Assistance	↑
CHAMPVA	- 0 -	Utilities Assistance	↑
HOMELESS VETERANS CLAIMS		Prescription Assistance	↑
Service Connection	- 0 -	Food Assistance	- 0 -
NSC Pension	- 0 -	Transportation Assistance	↓
VOC REHAB		Clothing Assistance	↓
28-1900 CH31	- 0 -	Other	↓
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	↑	26-1800	- 0 -
21-4502 Adaptive Equip.	↑	26-1817	- 0 -
26-4555 Housing	- 0 -	SURVEYS	
10-0103 HISA Grant	↓	County VSO Feedback and Comment Forms Submitted:	04
CRSC	↓	OTHER	
BURIAL ALLOWANCE		*Calls: from vet / to vet	42 / 39
21P-530	01	Concerning vet / professional	19 / 28
40-1330	02	Email: from vet / to vet	20 / 20
21-2008	- 0 -	concerning vet / professional	57 / 60
		text messages	245 / 245
		from vets / to vets.	02 / 01 / 02
		CVA 6(g) / 10-5345 / 10-10 EZR	
INCARCERATED VETERANS		21-527 EZ	01
21-526EZ Reinstatement	- 0 -	40-0247 / 40-1007	01 / 01
21-4138 Apportionment	- 0 -	Fax to Janesville, WI	12 / 04 / 02

Cheyenne VA
NCPRR

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of July, 2020 from Logan county.

Salary	\$ <u>3,929.97</u>
Expenses <u>Maintenance</u>	\$ <u>18.95</u>
<u>Contracts</u>	\$ <u>-0-</u>
Office Space	\$ <u>-0-</u>
Telephone	\$ <u>84.38</u>
Office Supplies	\$ <u>-0-</u>
Travel	\$ <u>-0-</u>
Training Conference	\$ <u>-0-</u>
Other <u>Postage</u>	\$ <u>5.65</u>
TOTAL	\$ <u>4,038.95</u>

[Signature]
Signature of County Veterans Service Officer

07/31/2020
Date

Certification by County Commissioner or Designee

In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised 2-15-2019:

County Commissioner or Designee of

County

Date

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

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

Mail to:
Colorado Division of Veterans Affairs
Attention: Director
1355 South Colorado Blvd.
Building C, Suite 113
Denver, Colorado 80222

Logan County 2020 Asphalt Program
Specifications

The Logan County Board of Commissioners is accepting sealed proposals for the 2020 Asphalt Program. All proposers shall submit proposals in accordance with the following specifications:

1. It shall be the responsibility of the proposer to furnish all the necessary equipment, materials, and personnel to complete the project in an efficient, thorough and workman-like manner.
2. Overlay/Reconstruction Requirements:
 - a. The new asphalt mat shall be laid in two lifts. The first lift shall be a leveling course with a compacted thickness of not less than 1½". The finish lift shall have a compacted thickness of 1½" or a 2" overlay without leveling coarse as specified by county on each selected road.
 - b. New asphalt shall be laid on approved subgrade (approved by county) in 1½" lifts with a minimum of a 3" finished mat.
 - c. Reclamation Requirements if applicable(depth, haul off, grading, stabilization, etc.) will be discussed on a per project basis when reclamation is required. It is the responsibility of the contractor to contact the Road and Bridge Manager when projects list (attached) requires reclamation.
 - d. The asphalt aggregates shall meet the Colorado Department of Highways Standard Specifications for Road and Bridge Construction, Grade SX or greater.
 - e. 3/4 inch screened aggregate shall be utilized by successful proposer.
 - f. The new asphalt mat shall have a width of the existing road.
 - g. The tack coat shall be CSS.1-H or equivalent, and must be applied not more than 1 hour before asphalt paving is to be laid.
 - h. The amount to be overlaid will depend on the price of the final contract. Actual roads to be overlaid will need final approval of road and bridge Manager if price exceeds budgeted dollars for all roads proposed for overlay for 2020.
 - i. All asphalt products should meet specifications of Grade F or Greater.
3. All Proposers shall include a bid bond with their proposal. The bid bond shall be in the amount of 5% of the proposal submitted.
4. The successful proposer shall furnish a performance bond and a payment bond prior to the commencement of any work on the project. Said bonds shall be for 100% of the total proposal.
5. Logan County shall be responsible for furnishing all equipment, materials and personnel to complete any base course preparations in an efficient, thorough and workman-like manner.

6. Prior to the commencement of any work on the project, the successful proposer shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability of not less than:
 - a. General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
 - b. Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
 - c. Workers Compensation Insurance in accordance with Colorado law.
7. The project shall be fully completed by October 15, 2020.
8. All contractors are required to submit proposals on a **cost per ton basis**.
9. The hot bituminous pavement will be paid for at the unit price proposed per ton. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted).
10. All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
11. Any work above and beyond the scope of these specifications shall be approved in writing, by the Board of County Commissioners and the successful proposer prior to the commencement of any additional work.
12. **All proposals shall be submitted in a sealed envelope marked "Asphalt Proposal" by 5:00 p.m., Monday, July 6, 2020 to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751.**
13. Proposals will be **opened at 9:30 a.m. on Tuesday, July 7, 2020** at the Logan County Courthouse, 315 Main Street, Sterling.
14. The Logan County Board of Commissioners reserves the right to reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.
15. The 2020 Asphalt Project will be awarded by contract which is attached to these specifications. All terms and instructions included in these specifications shall become part of said contract. NEW: In the interest of time, please complete and sign the contract and include with your proposal.
16. In preparing proposals, contractors are to refer to these specifications and contract, and attachments (if any) to these specifications.
17. For further information regarding this project, please contact the Logan County Road and Bridge Department at 520-6317.
18. The Contractor is responsible for all signage in accordance with the Manual on Uniform

Traffic Control Devices. Flag persons as necessary will also be the responsibility of the contractor.

19. The County may periodically have a specimen tested to ensure compliance with the specifications. A minimum density of 93% will be required. The County will be responsible for such testing to ensure that the Grade SX and minimum density requirements are met.
20. To be considered, all proposers must file a current copy of the Colorado Department of Highways qualified bidder letter.
21. If anticipated funds become available, additional miles may be added to the contract.
22. Temporary striping will be provided by the Contractor. Cost for the striping shall be included in the proposal of the contractor. The temporary striping will be in place prior to the end of the first working day after the asphalt mat has been completed.

Proposal Price Using Grading SX Unit Price PerTon: \$94.00

Company Name: Simon

Jeffery Harms

By: 

Title: Construction Manager

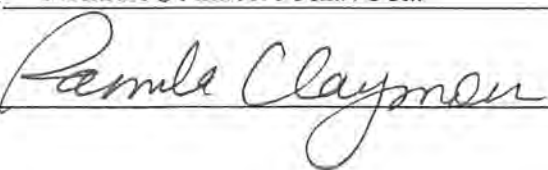
Address: 220 Edward Ave.

City/State/Zip: Sterling, CO 80751

Phone: 970-522-3647

Fax: 970-522-9725

E-mail: Jharms@simonteam.com

Attest: 

Logan County 2020 Overlay Program
AGREEMENT

THIS AGREEMENT, made this 21st day of July, 2020 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and Simon Contractors, hereinafter called Contractor.

It is understood that the representative of the County shall be the Logan County Road and Bridge Manager.

WITNESSETH, that the Contractor and the County for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2019 Overlay Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

A) The work shall be completed by October 15, 2020.

B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of road and bridge foreman.

B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.

C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

Hot Bituminous Paving Grading SX - Unit Price Per Ton \$ 94.00

ARTICLE IV - Extra Work

If the County orders, in writing, the performance of any work not covered or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a negotiated unit price.

ARTICLE V - Correction of Work

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance by the County.

ARTICLE VI - Insurance

Prior to the commencement of any work on the project, Contractor shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability:

- A) General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
- B) Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
- C) Worker's Compensation Insurance in accordance with Colorado law.

ARTICLE VII - Work Locations

Areas where work is to be completed by Contractor under scope of this contract will be determined by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____

Chairman

Attest: _____

County Clerk and Recorder

CONTRACTOR:

By: _____

Attest: _____



REQUEST FOR PROPOSALS ASPHALTIC MATERIAL AND PETROLEUM RESIN

The Board of Logan County Commissioners is requesting proposals from qualified suppliers for asphalt materials for the County Road Chip Seal Project. Asphaltic materials shall conform to Colorado Department of Transportation, A.S.T.M., and A.S.S.H.T.O. requirements. The estimated amount to be used on this project is 180,000 gallons. Product must be equivalent to CRS-2R. A copy of materials used in product design and the MSDS information must be included in bid. All bids to be F.O.B. Supplier's Yard.

Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., August 3, 2020. Proposals will be opened at 9:30 a.m. on Tuesday, August 4, 2019 at the Logan County Courthouse, 315 Main Street, Sterling. The Board reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Bid amount \$_____per/gal.

Company Name: _____

By: _____

Address: _____

City/State/Zip _____

Telephone: _____

E-mail: _____

JUL 28 2020

INTERGOVERNMENTAL AGREEMENT

General Election

November 3, 2020

CLERK & REC

THIS AGREEMENT is made and entered into this 22 day of July, 2020, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Fleming** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 3, 2020**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2020**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov 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 25, 2020.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 4, 2020.**

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 21, 2020.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 16, 2020**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 1, 2020 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 9, 2020 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

19. **WAIVER OF CLAIMS:** The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.
20. **LIMITATIONS OF DAMAGES:** If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

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

1. **COSTS:**

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

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

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

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

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

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

County Clerk will submit to the Entity a statement for their portion of the election cost. (for costs incurred by the county and not billed directly to the Entity by an outside

vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

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

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

2. **BALLOT PREPARATION:**

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2020**.

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

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

3. **ELECTION JUDGES:**

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

charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 14, 2020 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



Pamela M. Bacon

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

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

APPROVED:

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Fleming

By: Michelle Asfeld

Printed Name: Michelle Asfeld

Title: Fleming Town Clerk

Designated Election Official for the Entity:

Michelle Asfeld

Mailing Address: P.O. Box 468

Fleming, CO 80728

Phone: (970) 265 - 2692

Fax: (970) 265 - 2170

Email: fleming@hartuntel.net

JUL 28 2020

RESOLUTION #4-2020

CLERK & REC

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF FLEMING, COLORADO REGARDING PUBLISHING ORDINANCES BY TITLE ONLY IN THE NEWSPAPER

WHEREAS the Town Council provides ordinances for the safety and well-being of the residents of Fleming, and

WHEREAS the Town Council deems it in the best interest of the Town to allow the local voters to determine if the ordinances should be published by title only in the newspaper saving the Town of Fleming publishing costs, and

WHEREAS the ordinances will be available to the public at the Town Hall to be viewed in full during regular business hours,

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fleming that the following ballot question be submitted to the electors at the November 2020 election:

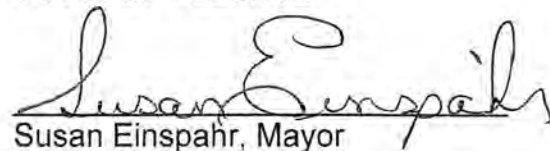
In order to save publication costs to the town, shall the Town of Fleming be permitted to publish ordinances by title only in the newspaper rather than publishing ordinances in their entirety and providing that the full ordinance be available to the public at the Town Hall?

Yes _____

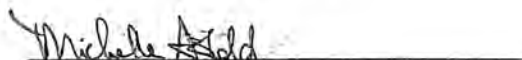
No _____

ADOPTED AND APPROVED this 14th day of July, 2020.

TOWN OF FLEMING


Susan Einspahr, Mayor

ATTEST:


Michelle Asfeld, Town Clerk

JUL 28 2020

RESOLUTION #3-2020

CLERK & REC

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

WHEREAS the Town of Fleming provides qualifications for council members and mayor and provides for terms of office, and

WHEREAS difficulties have arisen filling vacancies on the council and having experienced individuals willing to serve and devote the time necessary for local government, and

WHEREAS the Town Council deems it in the best interest of the Town to allow the local voters to determine the term limits of the council members and mayor by vote,

THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fleming that the following ballot question be submitted to the electors at the November 2020 election:

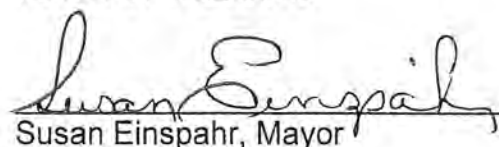
Shall the term limits imposed by Article XVIII, Section 11 of the Constitution of the State of Colorado be eliminated by you, the voter, so that the present and future elected officials of the Town of Fleming will be authorized to serve an unlimited number of consecutive terms of office?

Yes _____

No _____

ADOPTED AND APPROVED this 14th day of July, 2020.

TOWN OF FLEMING


Susan Einspahr, Mayor

ATTEST:


Michelle Asfeld, Town Clerk

RESOLUTION

NO. 2020 - 29

A Resolution Authorizing Assignment of Certain County-Held Tax Lien Certificates of Purchase.

WHEREAS, Tax Lien Certificates of Purchase numbered 95-9681-JD, 95-9682-JD, and 95-9683-JD, for severed mineral interest taxes assessed for tax year 1994, were issued to Logan County at the 1995 tax sale because no bidders purchased the liens; and

WHEREAS, Robert and Lulin Simpson, family members of the original owners of the mineral interests, wish to redeem the mineral interests by payment of the delinquent taxes and applicable fees and take assignment of the tax lien certificates so that they may apply for a Treasurer's deed to the mineral interests; and

WHEREAS, the outstanding delinquent taxes and fees are as follows:

Certificate No. 95-9681-JD - \$149.05

Certificate No. 95-9682-JD - \$151.02

Certificate No. 95-9683-JD - \$139.90

; and

WHEREAS, C.R.S. §39-11-122 authorizes the Board of County Commissioners to assign certificates of purchase held by the County at such time, in such manner, and for such terms as the Board of County Commissioners may determine by resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. That the Chairman of the Board of County Commissioners is hereby authorized to execute an assignment of Tax Lien Certificates of Purchase numbered 95-9681-JD, 95-9682-JD, and 95-9683-JD to Robert and Lulin Simpson of Rio Rancho, NM 87144.

2. That such assignment shall be executed upon receipt of payment in the amount of One Hundred Forty Nine Dollars and Five Cents (\$149.05) for Certificate No. 95-9681-JD; One Hundred Fifty One Dollars and Two Cents (\$151.02) for Certificate No. 95-9682-JD; and One Hundred Thirty Nine Dollars and Ninety Cents (\$139.90) for Certificate No. 95-9683-JD, as full payment of all delinquent taxes and fees owed as of the current date.

Adopted and Signed this 4th day of August, 2020.

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

_____(Aye) (Nay)
Joseph A. McBride, Chairman

_____(Aye) (Nay)
Byron H. Pelton

_____(Aye) (Nay)
Jane E. Bauder

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 4th day of August, 2020.

County Clerk and Recorder

DocuSign Envelope ID: 7C515517-6041-4120-B173-C9D73E6B4369

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, 2020, through May 16, 2021</u>

SECOND 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 **SECOND 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, 2020, through May 16, 2021.

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, 2021.
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
08/17/20 – 05/16/21	\$ 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, 2020, 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 Second (2nd) 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: _____
Joseph A. McBride, Commissioner

By: _____
Jay A. Lee, President

Date: _____

Date: _____

REAL ESTATE PROGRAMS

STATE OF COLORADO

Jared S. Polis, Governor

DEPARTMENT OF PERSONNEL & ADMINISTRATION

Office of State Architect, for the Executive Director

By: _____
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: _____

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 16th day of July, 2020, by and between the County of Logan, State of Colorado, hereinafter called "County", and Xcel Energy the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): 20978 County Road 43

_____ ; and

WHEREAS, Applicant desires to install and construct a 1 pole & transformer, which will be located (Circle One): along bore under, or trench across County Road 43, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct 1 pole & transformer, described above, in the right of way of County Road 43, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than October 30th, 2020.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Xcel Energy ROW2020-16
1 Pole along CR 43
20978 CR 43, Sterling
22-9-52

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

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

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

☐ Other Provisions: _____

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

Owner #1

Printed name

Signature

Owner #2

Printed Name

Signature

Individual Right-of-Way Permit Applicant:

Tyson Lambert

Printed name

T Lambert

Signature

Address: Xcel Energy

502 S 8th Ave

Sterling, CO 80751

Application Fee Paid \$50.00

Date *24* 7/20/20 #1214

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

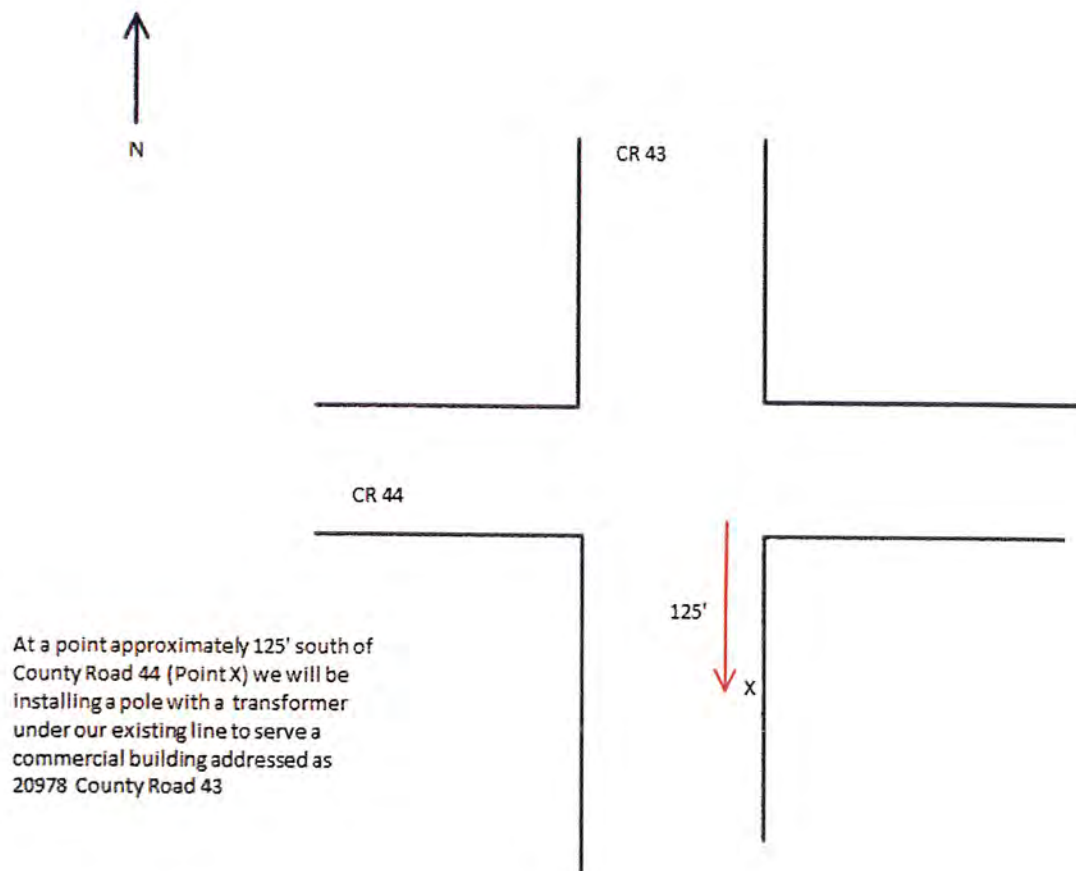
**THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

**Xcel Energy ROW2020-16
1 Pole along CR 43
20978 CR 43, Sterling
22-9-52**

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)



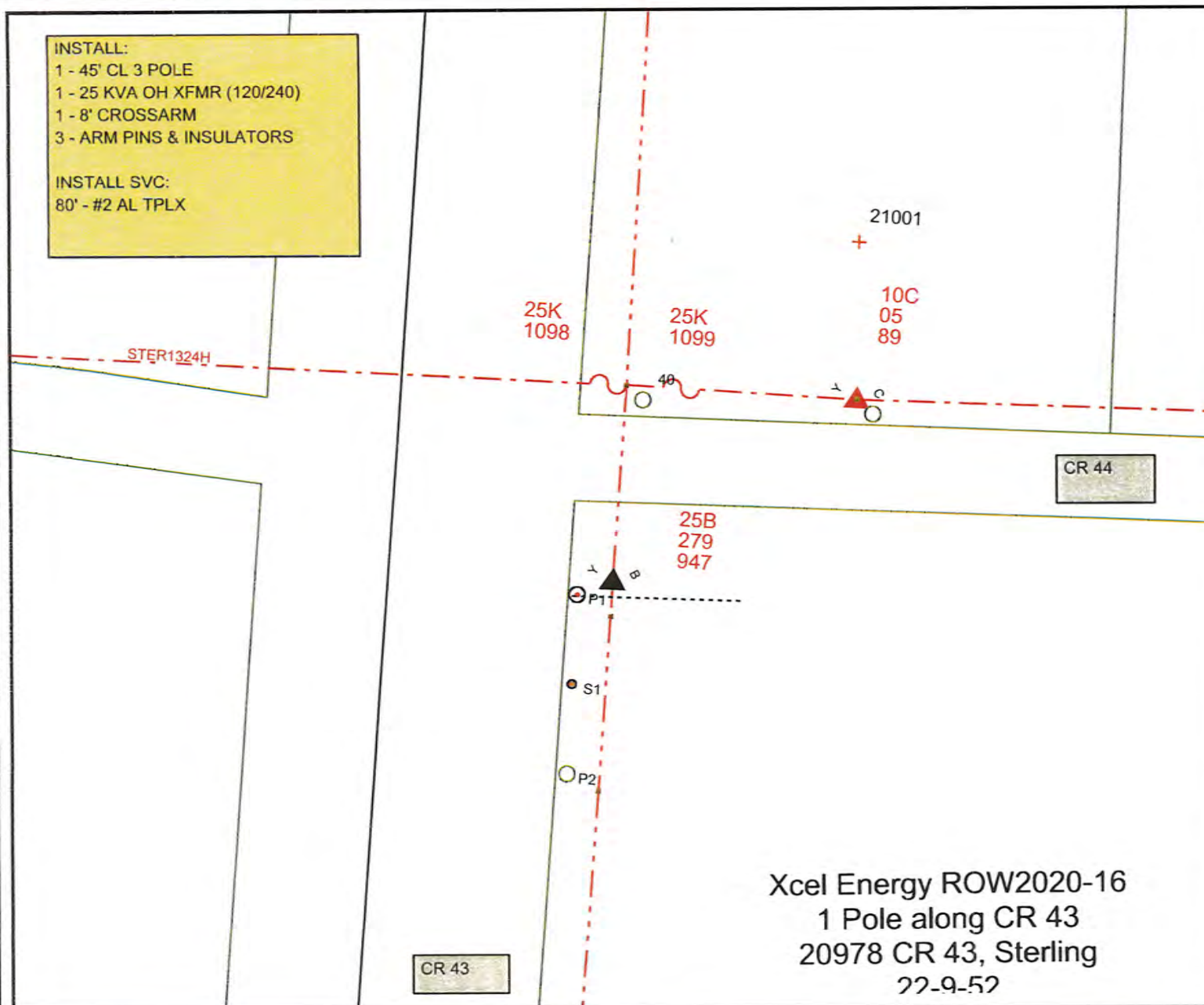
Xcel Energy ROW2020-16
1 Pole along CR 43
20978 CR 43, Sterling
22-9-52

INSTALL:

1 - 45' CL 3 POLE
1 - 25 KVA OH XFMR (120/240)
1 - 8' CROSSARM
3 - ARM PINS & INSULATORS

INSTALL SVC:

80' - #2 AL TPLX



Xcel Energy ROW2020-16
1 Pole along CR 43
20978 CR 43, Sterling
22-9-52

JAMES GOULD
402-239-1860

Work Order Information

Service Request # :
Design Number : 000000954255
Designer/Planner ID: 205701
Designer/Planner Name: Lambert, Tyson
Designer/Planner Ph # : 970-521-1835
Manager Approval :

Joint Utility

E: G:
T: C:

Design Location

Division : HIGH PLAINS REGION
County : Logan
City : STERLING
Address: 20978 CR 43
T: 9N R: 52W S: 21
Map #: 2643522 03 Permit: COUNTY

Electric

Feeder: 1324 Voltage: 120/240
Phase: 3Ø BkupDevID:

Gas

System: Pressure:
Size : Material :
Dead End :

Work Order # :

Date: 07/07/2020
Sketch: 1 OF 1
Scale: 1" equals 100'



CONSTRUCTION USE ONLY
NO CHANGES (BUILT AS DESIGNED)
CHANGES MADE AS INDICATED
(ALL UTD MUST HAVE ACTUAL
MEASUREMENTS FROM THE FIELD SITE)

RFO _____
FOREMAN _____ DATE _____
TEAM LEADER _____

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AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and VIAERO FIBER NETWORKS, LLC _____ the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): SE 1/4 of SW 1/4 of Section 27 TOWNSHIP 8N RANGE 53W of the 6th Meridian. Working in the Logan County Right-of-Way; and

WHEREAS, Applicant desires to install and construct a Fiber Optics Comm. system, which will be located (Circle One): along bore under, or trench across CR-31 5/10 CR-28.1, to benefit the above described premises; and

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

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

- ☒ Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- ☒ Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- ☒ Applicant shall have the right to install and construct fiber optic line, described above, in the right of way of CR-31 5/10 & cr-28.1, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- ☒ All work authorized by this Agreement shall be completed no later than October 15, 2020.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Viaero Fiber Networks, LLC
ROW 2020-17

.2 miles Fiber Cable along CR 31.5 and 28.1

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

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

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

☐ Other Provisions: _____

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

Owner #1

Signature Printed name

Owner #2

Signature Printed Name

Individual Right-of-Way Permit Applicant:

VIAERO FIBER NETWORKS, LLC. / RON CHRISTENSEN / PRESIDENT

Printed name


Signature

Address: 1201 WEST PLATTE AVE
FORT MORGAN, CO 80701

Application Fee Paid 50.00

Date 7/21/20 Rec # 1215

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

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

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

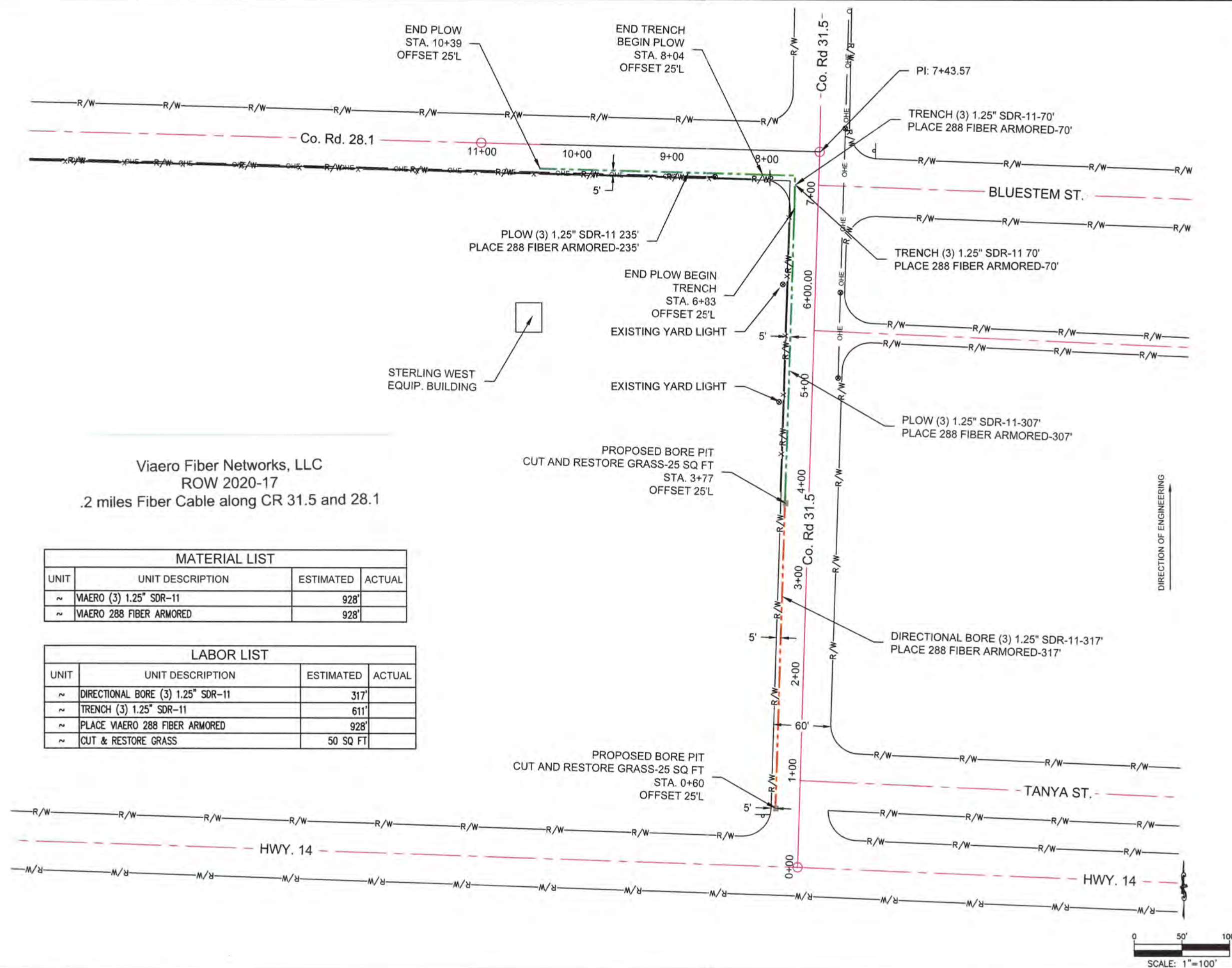
Jane E. Bauder (Aye) (Nay)

Viaero Fiber Networks, LLC
ROW 2020-17
.2 miles Fiber Cable along CR 31.5 and 28.1

Viaero Fiber Networks, LLC
ROW 2020-17
.2 miles Fiber Cable along CR 31.5 and 28.1

MATERIAL LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
~	VIAERO (3) 1.25" SDR-11	928'	
~	VIAERO 288 FIBER ARMORED	928'	

LABOR LIST			
UNIT	UNIT DESCRIPTION	ESTIMATED	ACTUAL
~	DIRECTIONAL BORE (3) 1.25" SDR-11	317'	
~	TRENCH (3) 1.25" SDR-11	611'	
~	PLACE VIAERO 288 FIBER ARMORED	928'	
~	CUT & RESTORE GRASS	50 SQ FT	



LEGEND	
	STREET SIGN
	FIRE HYDRANT
	WATER METER
	UTILITY VALVE
	UTILITY POLE
	UTILITY MANHOLE
	UTILITY HANDHOLE
	ELECTRICAL/UTILITY CABINET
	TELEPHONE PED - CROSS BOX
	PROPOSED VIAERO MANHOLE
	PROPOSED VIAERO HANDHOLE
	STORM INLET
	STORM GRATE
	CULVERT
	TREE
	CUT-RESTORE
LINETYPES	
	CONDUIT-PERMITTED BY OTHERS
	CONDUIT-(PLOW / TRENCH)
	CONDUIT-DIRECTIONAL BORE
	RIGHT-OF-WAY
	EDGE OF ASPHALT
	EDGE OF GRAVEL
	EDGE OF SIDEWALK
	FENCE-EXISTING
	GUARD RAIL-EXISTING
	RAILROAD-EXISTING
	GAS-EXISTING
	UNDERGROUND ELECTRIC-EXISTING
	TELEPHONE-EXISTING
	STORM SEWER-EXISTING
	SANITARY SEWER-EXISTING
	STEAM-EXISTING
	WATER-EXISTING
	BUILDING

COMMUNICATION DESIGN GROUP CONSULTANTS, LLC
12974 ELKHORN CIRCLE, BROOMFIELD, CO 80021
PHONE: 303.548.1379

DRAWN BY: J. Musgrave
CHECKED BY: A. Hill
APPROVED BY: R. Christensen

VIAERO
Fiber Networks, LLC

1201 W. Platte Ave. PH: 1-970-467-3142
Fort Morgan, CO 80701 WWW.VIAERO.COM

COLORADO 811
CALL BEFORE YOU DIG

SITE ADDRESS:
15446 Co. Rd. 28.1
Sterling, Colorado 80751

SITE PLAN

FILE NAME: sht 02.dwg
DATE DRAWN: 01/31/2020
DATE REVISED:
SCALE: 1"=100'
PLOT DATE: 01/31/2020

SHEET:
02
SHEET: 02 OF: