



## **AGENDA**

**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, January 7, 2020 - 9:30 a.m.**

**Call to Order**  
**Pledge of Allegiance**  
**Revisions to Agenda**  
**Consent Agenda**

Approval of the Minutes of the December 31, 2019 meeting.

Acknowledge the receipt of the Public Trustee's Fourth Quarter Report for 2019.

### **Unfinished Business** **New Business**

Consideration of the approval of Resolution 2020-1 and an application for a Subdivision Exemption on behalf of M & C Fryrear, LLC to create a 4.96-acre parcel from a 159.5-acre parcel in an Agricultural Zone District in the South Half (S2) of Section 9, Township 8 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2020-2 directing the allocation of Federal Mineral Leasing Funds received and held by the Logan County Treasurer.

Consideration of the approval of an agreement between Logan County and Parr Sound and Lighting to provide stage/roof system, audio and lighting to accommodate artists and venue for the 2020, 2021 and 2022 Logan County Fair night shows.

Consideration of the approval of a letter of agreement between Logan County and Lauer, Szabo and Associates, PC for preparation of the Solid Waste Financial Assurance for year ending December 31, 2019.

Consideration of the approval of Amendment I to the Voting Systems Acquisition Agreement between Logan County and Dominion Voting Systems, Inc.

### **Other Business** **Miscellaneous Business/Announcements**

County Offices will be closed Monday, January 20, 2020 in observance of Martin Luther King Jr. Day.

The next meeting will be scheduled for Tuesday, January 21, 2020, at 9:30 a.m. at the Logan County Courthouse.

### **Executive Session as Needed**

December 31, 2019

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 - Absent  
Commissioner

Also present:

Alan Samber  
Pamela M. Bacon  
Rachelle Stebakken  
Marilee Johnson

Logan County Attorney  
Logan County Clerk - Absent  
Logan County Deputy Clerk  
Tourist Information Center Director/County Public  
Information Officer

John Weisgerber  
Alan Gentz  
Larry Propp  
Dave Tennant  
Robert Patten  
Jerry Bauder  
Mike Hoppe  
Darrel Mertens  
Gordon Felzien  
Jeff Rice

Journal Advocate

Chairman McBride called the meeting to order at 9:35 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the December 17, 2019 meeting.
- Acknowledgment of the receipt of the Clerk and Recorder's report for the month of November, 2019.
- Acknowledgment of the receipt of the Sheriff's Fee report for the month of November, 2019.

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

Chairman McBride continued with New Business:

Commissioner Pelton moved to accept a special warranty deed from Prairie Moon, LLC for transfer of ownership of Sunset Memorial Gardens cemetery to Logan County. Chairman McBride seconded and the motion carried 2-0.

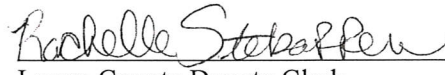
- Robert Patten spoke in favor of the transfer and expressed appreciation.
- Jerry Bauder spoke in favor of the transfer and expressed appreciation.
- Alan Gentz spoke in favor of the transfer and expressed appreciation.

County Offices will be closed Wednesday, January 1, 2020 – New Year's Day.

The next business meeting will be scheduled for Tuesday, January 7, 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 9:41 a.m.

Submitted by:

  
\_\_\_\_\_  
Logan County Deputy Clerk

Approved: January 7, 2020

LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Joe McBride, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder

**PATRICIA BARTLETT**  
Logan County  
Colorado  
Treasurer and  
Public Trustee



315 Main St., Ste. 4  
Sterling, CO 80751  
Phone (970) 522-2462  
Fax (970) 521-4179  
[www.logancountyco.gov](http://www.logancountyco.gov)

January 2, 2020

The Honorable Board of County Commissioners  
Courthouse  
Sterling, CO 80751

Herewith attached is the Public Trustee's Fourth Quarter Report showing a total collected of \$3,770.00.



Patricia Bartlett, Logan County Public Trustee

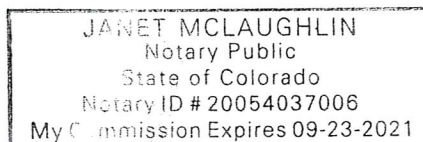


STATE OF COLORADO)  
:SS.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 2nd day of January, 2020, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: September 23, 2021

  
Notary Public





OCTOBER 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
63	1	0	2	1	0	0	0	0	67
\$ 945.00	\$ 30.00	\$ -	\$ 300.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 1,310.00

NOVEMBER 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
62	1	0	1	0	0	0	0	0	64
\$ 930.00	\$ 30.00	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110.00

DECEMBER 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
80	0	0	1	0	0	0	0	0	81
\$ 1,200.00	\$ -	\$ -	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00

4TH QUARTER 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
205	2	0	4	1	0	0	0	0	212
\$ 3,075.00	\$ 60.00	\$ -	\$ 600.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 3,770.00

**RESOLUTION**

**NO. 2020-1**

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

**SUBDIVISION EXEMPTION FOR M & C FRYREAR, LLC**

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

**WHEREAS**, M & C Fryrear, LLC, has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the South Half (S2) of Section 9, Township 8 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Southeast corner of said Section 9; thence South 89°18'05" West along the South line of said Section 9 a distance of 2274.48 feet to the true point of beginning; thence continuing South 89°18'05" West along the South line of said Section 9 a distance of 386.00 feet; thence North 1°41'40" West a distance of 560.00 feet; thence North 89°18'05" East a distance of 386.00 feet; thence South 1°41'40" East a distance of 560.00 feet to the point of beginning and containing 4.96 acres, more or less, subject to a county road right-of-way along the South line of said Section 9.

Also known as 44525 County Road 34, Fleming, Colorado

(As represented on official Subdivision Exemption Plat #2020-1); and

**WHEREAS**, M & C Fryrear, LLC, intends to create a parcel, consisting of 4.96 acres subdivided from a 159.5 acre parcel in an Agricultural (A) zone district, for use as a residence; and

**WHEREAS**, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on January 3, 2020; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on January 7, 2020, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

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

1. That the exemption is consistent with and conforms to the Logan County Zoning Resolution and Subdivision Regulations.
2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.
3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by M & C Fryrear, for a Subdivision Exemption for the creation of 4.96 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2020-1, is hereby approved, provided that no further

subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 7th day of January, 2020.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Byron H. Pelton, 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 adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 7th day of January, 2020.

\_\_\_\_\_  
County Clerk and Recorder

## APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 11-15-2019

1. Name of Subdivision Exemption M & C Fryrear, LLC
2. Name of Applicant Max Fryrear Phone 970-854-3358  
Address 19454 C.R. 10, Haxtun Co 80731  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record M & C Fryrear LLC Phone 970-854-3358  
Address 19454 C.R. 10, Haxtun, CO 80731  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert MacAtee Phone 970-522-1960  
Address 615 S. 10th Ave, Sterling, CO 80751  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney n/a Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the north side of County Road 34  
2280 Feet West of County Road 91  
(Direction) (Street)
9. Postal Delivery Area 80728 School District RE-3
10. Total Acreage 159.5 Zone Ag Number of Lots 2
11. Tax Map Designation: Section/Township/Range SE4 9-8-48 Lot(s) 1
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property? No  
If so, list Case No. and Name \_\_\_\_\_
13. Is Deed recorded in Torrens System: Number no
14. Is Deed recorded in General System: Book 1024 Page 366
15. Current Land Use: Agriculture
16. Proposed Use of Each Parcel: Residential / Agriculture

**M & C Fryrear, LLC 2020**  
**Subdiv. Ex. 4.96 acres**  
**S2 Section 09-08-48**  
**44525 C.R. 34, Fleming**



17. Proposed Water and Sewer Facilities: existing
18. Proposed Public Access to each new parcel: existing
19. Reason for request of this exemption (may use additional pages): to gift to  
daughter

List all contiguous holdings in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

X *Max D. Fryrear, Manager*  
(Applicant Signature)

Mailing Address:

19454 C.R. 10

Haxtun, Co 80731

MY COMMISSION EXPIRES:

**M & C Fryrear, LLC 2020  
Subdiv. Ex. 4.96 acres  
S2 Section 09-08-48  
44525 C.R. 34, Fleming**

FOR COUNTY USE: pd 12-3-2019 ✓ # 194 \$100 Ret # 976  
✓ # 195 \$13 " "

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR

Twenty-three Dollar (\$23.00) two pages – Separate check for Recording fee

Date of Planning Commission: N/A

Recommendation of Planning Commission: \_\_\_\_\_ Approval \_\_\_\_\_ Denial

Recommended Conditions of Subdivision Exemption Approval: \_\_\_\_\_

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\_\_\_\_\_  
Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION: 1/7/2020

Conditions of Subdivision Exemption Approval: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Granted: \_\_\_\_\_

Date Denied: \_\_\_\_\_

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (Aye) (Nay)

**M & C Fryrear, LLC 2020**  
**Subdiv. Ex. 4.96 acres**  
**S2 Section 09-08-48**  
**44525 C.R. 34, Fleming**





**RESOLUTION**

**No. 2020 - 2**

**A RESOLUTION DIRECTING THE ALLOCATION OF FEDERAL MINERAL LEASING FUNDS RECEIVED AND HELD BY THE LOGAN COUNTY TREASURER.**

**WHEREAS**, C.R.S. §34-63-101, as amended, provides for distribution of Federal Mineral Leasing Funds to political subdivisions; and

**WHEREAS**, the Logan County Treasurer received and holds a distribution for the account of U.S. Mineral Leases in the amount of \$27,429.52; and

**WHEREAS**, said monies are to be allocated by the political subdivisions in such manner as the Board of County Commissioners deems appropriate; and

**WHEREAS**, the Board of County Commissioners has determined that the funds received should be allocated to and invested in the Logan County General Fund by the Logan County Treasurer.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the Logan County Treasurer is directed to deposit into the Logan County General Fund the sum of \$27,429.52.

Adopted this 7<sup>th</sup> day of January, 2020.

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

\_\_\_\_\_  
Joseph A. McBride, Chairman (Aye) (Nay)

\_\_\_\_\_  
Byron H. Pelton (Aye) (Nay)

\_\_\_\_\_  
Jane E. Bauder (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 duly adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 7<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
County Clerk and Recorder

**PATRICIA BARTLETT**  
Logan County  
Colorado  
Treasurer and  
Public Trustee



315 Main St., Ste. 4  
Sterling, CO 80751  
Phone (970) 522-2462  
Fax (970) 521-4179  
[www.logancountyco.gov](http://www.logancountyco.gov)

TO: Board of County Commissioners

FROM: Patricia Bartlett, Logan County Treasurer



DATE: January 2, 2020

RE: Federal Mineral Leasing

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Please be advised that I am currently holding \$27,429.52 for the account of U. S. Mineral Leases. In accordance with Section 34-63-101, C.R.S., et seq., would you please direct by Resolution as to the allocation of these funds.

If you should have any questions, please do not hesitate to contact me.



# PARR

## Sound and Lighting

### Contract for Services

Gary Parr  
P.O. Box 1957  
Great Bend, KS 67530  
620-792-2011  
Mobile 620-617-1859  
Fax: 801-740-2257  
parrsound@sbcglobal.net

Parr Sound and Lighting will provide services to: Logan County Fair and Rodeo

Event Date: August 8, 2020; August 7, 2021; August 6, 2022

Event Contact: Marilee Johnson

Phone: (970)580-6138

Email: marileeajohnson@gmail.com

Contract Price: \$45,000.00 (3 year)

Deposit Due: \$15,000.00

Balance: \$30,000.00

**Services Contracted For:** \$15,000 is to cover deposit for all 3 years and show balance for 2020. There will be a balance for \$15,000 in 2021 and 2022 to be paid day of show in 2021 and 2022. Parr Sound & Lighting will provide a hydraulic stage/roof system, audio and lighting to accommodate artists and venue for 2020, 2021 and 2022. **This is the base price for our standard concert production which will be subject to change based on artists' rider specifications. Any additional expenses per artists' riders will be invoiced separately.**

\_\_\_\_ 1. **Deposit:** As we are reserving all equipment and personnel for your event date, the contract **WILL BE VOID** if not returned with deposit by this agreed date: January 8, 2020 **All Deposits are NON-REFUNDABLE.**

\_\_\_\_ 2. **Balance:** Balance is due by 3:00 p.m. day of event in 2021 and 2022.

\_\_\_\_ 3. **Lodging:** Client agrees to provide rooms from night prior to event, checking out morning after event. **3 rooms are to be provided.** Each room is to have two double beds and be NON-Smoking. Lodging information needs to be provided a minimum of 1 week prior to event.

\_\_\_\_ 4. **Meals & Beverages:** Client is to provide beverages (water, Gatorade, soda, ice) at all times from load in to load out. Lunch and dinner are to be made available for the entire crew. This has no exceptions as it is both a health and safety issue.

\_\_\_\_ 5. **Power:** Minimum requirements are 1 single-phase circuit of 100 amps and/or 1 three-phase service of at least 200 amps.

\_\_\_\_ 6. **Stagehands:** Client agrees to provide a minimum of 8 able-bodied persons for LOAD IN, SETUP and LOAD OUT! Load in will not begin until all hands are present. A fee of \$200 will be charged for each stage hand not present. Any person deemed unusable (for any reason) will be dismissed and the client is responsible for replacing that person or paying the above mentioned fee.

\_\_\_\_ 7. **Security:** Client is to provide security for backstage (if applicable) and any time the equipment is to be left setup and unattended by any Parr Sound and Lighting Crew. This is especially necessary but not limited to overnight outdoor setups.

\_\_\_\_ 8. **Lighting:** If setup or tear down of equipment is before sunrise or after sunset, client is to provide adequate lighting to be able to work safely.

**Terms and Conditions:** Parr Sound and Lighting has the right at all times to control how the production services are executed and retains absolute authority to make all final decisions involving crew and equipment. If any circumstances occur beyond our control including but not limited to, acts of God, adverse or dangerous weather conditions, or accidents. Parr Sound and Lighting has the right to stop our services at any time if there is any situation that could bring harm to either personnel and/or equipment. Parr Sound and Lighting will not be liable for any loss, damage, or expense incurred as a result of such a cancellation. Full payment is still due in the event of any cancellation. Client is responsible for any damage or loss of equipment due to negligence on their part and agrees to reimburse the cost of repair or replacement of said equipment. The terms of this contract are designed to fulfill our goal of providing professional production services and non compliance of these terms may result in a delayed or cancelled event. In the event legal action becomes necessary, client assumes responsibility for any and all legal and or collection fees. A penalty fee of \$100 per day will be added to late payments.

By initialing items 1-8 above and signing below, I have read and agree to all terms stated by this legally binding contract.

\_\_\_\_ Date: \_\_\_\_\_

Client Signature

\_\_\_\_\_  
Parr Sound and Lighting

December 31, 2019

Logan County Commissioners  
315 Main Street  
Sterling, Colorado 80751

We are pleased to confirm our understanding of the service we are to provide for Logan County, Colorado (the County).

We will apply the agreed-upon procedures as listed in the Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2, as amended, Section 1.8.11(C)(7) for the year ended December 31, 2019. This engagement is solely to assist the County and the Colorado Department of Public Health and Environment to determine the County's compliance with the financial assurance test relating to its landfill. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or we will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed below do not constitute an examination, we will not express an opinion on the financial assurance test. In addition, we have no obligation to perform any procedures beyond those listed below.

Our procedures will include the following:

1. We will compare the financial ratios required by Section 1.8.11(A)(1)(b)(i) and (ii).
2. We will conduct a comparison between the data and statements contained in the County Commissioners' letter, including the requirements of Section 1.8.11(A)(2), 1.8.11(A)(3)(c), and 1.8.11(A)(3)(d), and the data and statement contained in the County's audited financial statements for the year ended December 31, 2019.
3. We will recompute totals, and percentages used in calculating the conditions of the County's financial test.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the County and the Colorado Department of Public Health and Environment, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.



Logan County, Colorado  
Financial Assurance Test  
December 31, 2019  
Page 2

You are responsible for compliance with the financial assurance test in accordance with Regulations Pertaining to Solid Waste Disposal Sites and Facilities 6 CCR 1007-2, as amended, Section 1.8.11(C)(7); and for selecting the criteria and procedures and determining that such criteria are appropriate for your purposes.

Scott Szabo is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report production, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$900. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Logan County, Colorado, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Sincerely,

LAUER, SZABO & ASSOCIATES, P.C.  
Certified Public Accountants

*Scott Szabo, CPA*

Scott Szabo, CPA

RESPONSE:

This letter correctly sets forth the understanding of Logan County, Colorado.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**AMENDMENT 1**  
**TO THE VOTING SYSTEM ACQUISITION AGREEMENT**  
**BY AND BETWEEN**  
**DOMINION VOTING SYSTEMS, INC.**  
**AND LOGAN COUNTY, CO**

This Amendment 1 to the Voting Systems Acquisition Agreement, is made and entered into as of this 15<sup>th</sup> day of September 2019 between Logan County, CO ("Customer") and Dominion Voting Systems, Inc. ("Dominion").

**RECITALS**

**WHEREAS**, on March 1, 2016, the Customer and Dominion entered into a Voting Systems and Managed Services Agreement (the "Agreement"); and

**WHEREAS**, the Customer and Dominion now desire to amend the Agreement as described herein:

**TERMS**

**NOW, THEREFORE**, the parties amend the Agreement in accordance with the terms and conditions set forth below:

**A. Incorporation of Recitals.** The above recitals are true and correct and incorporated herein by this reference as if fully set forth.

**B. Exhibit A, Section 1.** The Customer and Dominion agree to delete Section 1 of Exhibit A of the Agreement in its entirety and replace it with the new Exhibit A, Section 1 as defined in this Amendment 1 to add Mobile Ballot Printing hardware and software license.

1. Pricing and Deliverables Summary - Description of equipment, technical facilities, software, and other related services for voting, vote counting, and result processing. All pricing is in U.S. Dollars and conforms to the Master Voting System Agreement ("Master Agreement") between Dominion Voting Systems and Colorado Secretary of State (attached hereto as Schedule 1), to extent applicable. Capitalized terms used but not defined in this Exhibit shall have the meanings ascribed to them in the Voting System Agreement. The Customer has chosen to purchase the following items and quantities from the complete list of products and services offered by Dominion, as described in sections 2 and 3 of this Exhibit A. Any other services, consumables, products, or differing quantities not specifically identified in this Agreement are available for purchase by the Customer at the prices listed in the Master Agreement.

DESCRIPTION	QTY
<b>Central Scanning Hardware &amp; Software License</b>	
<b>ImageCast Central Includes:</b>	2
Canon DR-G1130 high speed document scanner.	
- ImageCast® Central Software including third party Kofax VRS 4.5 software.	
- OptiPlex 9020 All-in-One Series with pre-loaded software	
- One (1) iButton Programmer and (1) iButton Key Switch & Cat5 RJ 45 Cables	
- Hardware Warranty	
- Firmware License	
<b>ImageCast X for the VSPC</b>	
VSPC Hardware	3
ImageCast X Accessible	6
ImageCast X Voting Booth	6
<b>Democracy Suite and Adjudication Hardware</b>	
Democracy Suite Hardware (Express)	2
Adjudication Workstation	1
Mobile Ballot Printing with Oki Data C712dn KIT	1
<b>Software License</b>	
Democracy Suite (EMS) RTR Only	1
ICC Adjudication Application	1
<b>Implementation and Training</b>	
On-Site Training	1
Implementation / Configuration / Acceptance Testing	1
Project Management / Implementation costs	1
<b>Shipping <sup>1</sup></b>	
<b>Election Services</b>	
Election Set Up	12
On Site Elections Day Support	3
<b>Annual License / Warranty Fees</b>	
Democracy Suite RTR (EMS)	1
Adjudication Application	1
ImageCast Central	2
ImageCast X Accessible	6
ImageCast Central Extended Warranty	2
ImageCast X Accessible Extended Warranty	6
	Years
<b>Managed Services Agreement <sup>1</sup></b>	<b>8</b>

<sup>1</sup> All Shipping Costs to be invoiced separately to customer as a pass-through cost

- 1.1 **Pricing Summary.** The Customer has selected the managed services option. The managed services option pricing, as set forth in paragraph 1.2, below, includes the Central Scanning Hardware & Software License, ImageCast X for the VSPC, Democracy Suite and Adjudication Hardware, Software License, Implementation and Training, Election Services and Annual License/Warranty Fees itemized above as a complete package, invoiced and payable in the fixed annual sums shown in paragraph 1.2. The prices detailed in the summary above conform to the Master Agreement. The pricing outlined in Section 1.1 and 1.2 is the corresponding managed services pricing, as selected by the Customer.

1.2 **Payment Summary.** The following is the invoicing schedule for the annual Customer payments. The Customer shall pay invoices in a timely manner and no later than thirty (30) calendar days from receipt of a Dominion invoice. All payments shall be made in U.S. Dollars.

1.2.1 Year 1 shall cover the time period from the Agreement Effective Date through 12/31/2016. The Year 1 invoice of \$31,719 shall be issued immediately after System Acceptance by the Customer.

1.2.2 Year 2: 01/01/2017 – 12/31/2017: \$32,353.38 invoice shall be issued on 01/01/2017.

1.2.3 Year 3: 01/01/2018 – 12/31/2018: \$33,000.45 invoice shall be issued on 01/01/2018.

1.2.4 Year 4: 01/01/2019 – 12/31/2019: \$33,660.46 invoice shall be issued on 01/01/2019.

1.2.5 Year 5: 01/01/2020 – 12/31/2020: \$39,366.00 invoice shall be issued on 01/01/2020.

1.2.6 Year 6: 01/01/2021 – 12/31/2021: \$40,154.00 invoice shall be issued on 01/01/2021.

1.2.7 Year 7: 01/01/2022 – 12/31/2022: \$40,957.00 invoice shall be issued on 01/01/2022.


1.2.8 Year 8: 01/01/2023 – 12/31/2023: \$41,776.00 invoice shall be issued on 01/01/2023.

**C. All Other Terms.** All other terms and provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed as of the date first above written.

**DOMINION VOTING SYSTEMS, INC.**

**LOGAN COUNTY, CO**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

John Poulos  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

President & CEO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

12/19/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date