



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, July 16, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the July 2, 2019 meeting.

Acknowledge receipt of the Treasurer's Report for the month of June, 2019.

Acknowledge receipt of the Public Trustee's Quarterly Report for the second quarter of 2019.

Acknowledgment of the receipt of the Semi-annual report of the Logan County Treasurer for the period January 1, 2019 through June 30, 2019.

Acknowledge receipt of the Clerk and Recorder's Report for the month of June, 2019.

Acknowledge receipt of the Landfill Supervisor's Report for the month of June, 2019.

Unfinished Business
New Business

The Board will hold a public hearing for consideration of the approval of an application for Special Events 6% Malt, Vinous and Spirituous Liquor License on behalf the Knights Home of Sterling to operate a beer garden at the Logan County Fair August 2, and August 6 - 11, 2019.

The Board will open bids for the purchase of a new Compact Wheel Skidsteer Loader for the Logan County Fairgrounds.

The Board will open bids for the purchase of Asphaltic Material and Petroleum Resin product.

The Board will award the bid for Grandstand & Event Center Cleanup during the Logan County Fair & Rodeo.

Consideration of the approval of an application and Participation Agreement with Lincoln Financial Group for short term and long term employee disability benefit insurance.

Consideration of the approval of a Memorandum of Understanding between Logan County and the Northeastern Colorado Association of Local Governments (NECALG/AAA) for the usage of the Logan County Heritage Center for Area Agency on Aging Programs.

Consideration of the approval of Resolution 2019-34 for a Subdivision Exemption on behalf of Gordon T. Coakley and Gerda Anna Coakley to create a 5.54-acre parcel from an 88.74-acre parcel in in an A Agricultural Zone in the North Half (N1/2) of Section 16, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado .

Consideration of the approval of Resolution 2019-35 for a Subdivision Exemption on behalf of Frank K. Waitley to create a 2.95-acre parcel from a 38.99-acre parcel in an A Agricultural Zone in the Northwest Quarter of Section 7, Township 9 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Buffalo RE-4J School District for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019.

Consideration of the approval of a First Supplement to Contract for Services between Logan County acting by and through the Logan County Treasurer/Public Trustee and Gila LLC, a Texas limited liability company, d/b/a/ Municipal Services Bureau (MSB) for payment processing services for the Logan County Planning and Zoning Department, Office of the Board of County Commissioners and Office of the Logan County Assessor.

The Board will sign a proclamation designating the month of July 2019 as Break the Silence Against Domestic Violence Month.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, July 30, 2019, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

July 2, 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	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Jerry Casebolt	Emergency Management Coordinator
Rob Quint	Planning and Zoning
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:30 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 June 18, and June 27, 2019 meetings.
- Acknowledgment of the receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of June, 2019.

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 award the bid to American Building Systems LLC for the construction of a carport near the Courthouse in the amount of \$30,028.00. Commissioner Pelton seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Commissioner Pelton moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve Resolution No. 2019-32 granting an Amended Conditional Use Permit (CUP) for the construction, maintenance and operation of a Solar Generation Project operated by Highline Services, LLC, consisting of approximately 5700 solar modules with total production not to exceed two (2) megawatts, as well as inverters and a ground-mounted racking system using 3 single-axis tracker systems, located on a 4.3 acre parcel

leased from Colorado State Land Board and a contiguous 7 acre parcel leased from Highline Electric Association in the Northeast Quarter (NE1/4) of Section 13, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Bauder seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution No. 2019-33 for a Subdivision Exemption on behalf of Nicholas N. Norton Declaration of Trust to create a 4.12-acre parcel from a 302-acre parcel in an A Agricultural Zone in the Northeast Quarter (NE1/4) of Section 12, Township 11 North, Range 52 West of the Sixth Principal Meridian, Logan County, also known as 34947 Highway 113, Peetz, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve a Contract for Services between Logan County and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau (MSB) for online payment processing services for the Logan County Sheriff's Office and allow the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, July 16, 2019 at 9:30 a.m. at the Logan County Courthouse.

County Offices will be closed Thursday, July 4, 2019 in observance of Independence Day.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: July 16, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:


Logan County Clerk & Recorder

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JUNE 2019**

COUNTY FUNDS	5/31/19 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	6/30/19 BALANCE
COUNTY GENERAL	\$ 8,033,657.84	\$ 1,504,903.39	\$ 65,053.07	\$ 161,366.23	\$ -	\$ (892,578.34)	\$ (31,500.39)	\$ 8,840,901.80
ROAD & BRIDGE	\$ 4,225,384.50	\$ 87,832.91	\$ 4,427.30	\$ 354,569.42	\$ -	\$ (718,686.12)	\$ (5,812.89)	\$ 3,947,715.12
CONTINGENT	\$ 567,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 567,999.55
CAPITAL EXPENDITURES	\$ 638,604.67	\$ 34,079.94	\$ 1,475.69	\$ 190.82	\$ -	\$ (34,744.76)	\$ (681.60)	\$ 638,924.76
JUSTICE CENTER	\$ 3,013,412.80	\$ -	\$ -	\$ 145,235.04	\$ -	\$ -	\$ (2,804.65)	\$ 3,155,843.19
TELEVISION FUND	\$ 98,395.01	\$ 13,734.66	\$ 590.37	\$ -	\$ -	\$ (2,300.38)	\$ (274.69)	\$ 110,144.97
PEST CONTROL	\$ 284,709.22	\$ 16,834.99	\$ 1,233.20	\$ -	\$ -	\$ (25,182.35)	\$ (336.70)	\$ 277,258.36
LODGING TAX	\$ 138,467.93	\$ -	\$ -	\$ 7,113.68	\$ -	\$ (14,379.01)	\$ -	\$ 131,202.60
SOLID WASTE	\$ 1,792,729.78	\$ 204,778.05	\$ 8,854.37	\$ 25,943.58	\$ -	\$ (35,505.20)	\$ (4,095.57)	\$ 1,992,705.01
SOLID WASTE CLOSURE	\$ 429,515.93	\$ -	\$ -	\$ 1,411.62	\$ -	\$ -	\$ -	\$ 430,927.55
CONSERVATION TRUST	\$ 149,259.64	\$ -	\$ -	\$ 18,567.64	\$ -	\$ -	\$ -	\$ 167,827.28
FAIR FUND	\$ 184,847.17	\$ -	\$ -	\$ 24,259.00	\$ -	\$ (9,168.28)	\$ -	\$ 199,937.89
AMBULANCE FUND	\$ 229,180.29	\$ -	\$ -	\$ 82,020.90	\$ -	\$ (74,441.30)	\$ -	\$ 236,759.89
% TAX COLLECTED TO DATE								96.29%
TOTALS	\$ 19,786,164.33	\$ 1,862,163.94	\$ 81,634.00	\$ 820,677.93	\$ -	\$ (1,806,985.74)	\$ (45,506.49)	\$ 20,698,147.97

STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$5,006,251.00 for the month of JUNE 2019 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JUNE 2019 is \$63,044.44 which includes fees for the County and all taxing authorities.



Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 3rd day of JULY 2019, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 23, 2021

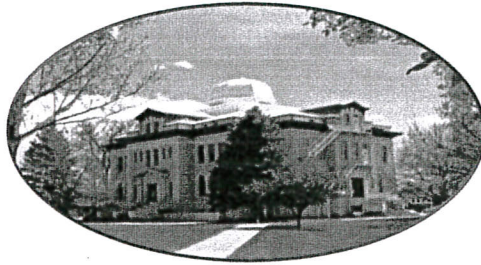


Notary Public

JANET MCLAUGHLIN
Notary Public
State of Colorado
Notary ID # 20054037006
My Commission Expires 09-23-2021



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

July 1, 2019

The Honorable Board of County Commissioners
Courthouse
Sterling, CO 80751

Herewith attached is the Public Trustee's Second Quarter Report showing a total collected of \$4,900.00.

Patricia Bartlett

Patricia Bartlett, Logan County Public Trustee



STATE OF COLORADO)
 :SS.
COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: September 23, 2021

Janet McLaughlin
Notary Public

JANET MCLAUGHLIN
Notary Public
State of Colorado
Notary ID # 20054037006
My Commission Expires 09-23-2021

APRIL 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
64	1	0	4	2	2	0	0	0	73
\$ 960.00	\$ 30.00	\$ -	\$ 600.00	\$ 70.00	\$ 150.00	\$ -	\$ -	\$ -	\$ 1,810.00

MAY 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
57	4	1	6	1	0	0	0	0	69
\$ 855.00	\$ 120.00	\$ 35.00	\$ 900.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 1,945.00

JUNE 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
52	1	0	2	1	0	0	0	0	56
\$ 780.00	\$ 30.00	\$ -	\$ 300.00	\$ 35.00	\$ -	\$ -	\$ -	\$ -	\$ 1,145.00

2ND QUARTER 2019 TOTALS									
RELEASE	DEED	CURE	FORECLSR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
173	6	1	12	4	2	0	0	0	198
\$ 2,595.00	\$ 180.00	\$ 35.00	\$ 1,800.00	\$ 140.00	\$ 150.00	\$ -	\$ -	\$ -	\$ 4,900.00

Clerk Fees Collected 2019

June

	<u>2018</u>	<u>2019</u>	
<u>Recording Fees Retained</u>	14,913.37	16,953.85	
<u>Motor Vehicle Fees Retained</u>	251,688.30	254,993.34	
Total	\$ 266,601.67	\$ 271,947.19	\$5,345.52
 <u>Fees & Taxes Distributed</u>			
State of Colorado	198,523.28	231,423.70	
City of Sterling	16,202.04	22,160.42	
Town of Fleming	2.00	603.47	
Total	\$ 214,727.32	\$ 254,187.59	\$39,460.27
 Fees Retained Year to Date			
		\$1,948,935.57	

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LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751
(970)522-8657 Fax---(970)522-1995

FOR JUNE 2019		TONS	PRICE	CHARGES
City of Sterling (Packers)	SF	593.11	@ \$1.17	\$693.94
City of Sterling (Dump Trucks)	CL	159.71	@ \$20.00	\$3,194.20
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
Commercial (Packers & Roll Offs)	C	1,414.37	@ \$21.00	\$29,701.77
Out of County	OC	194.54	@ \$42.00	\$8,170.68
Industrial Petroleum Contaminated Soil	IDPCS		@ \$42.00	\$0.00
Industrial Waste	All other ID	92.86	@ \$42.00	\$3,900.12
General Public		603.51	@ \$21.00	\$12,673.71
Area Town Clean-ups	CPC	17.14	@ \$1.17	\$20.05
>5 TONS ON FREE CERTIFICATES	XTON	0.84	@ \$21.00	\$17.64
Rural Free Certificate Days	NC	82.34	NC	
ALL COUNTY VEHICLES	NCC	6.21	NC	
TOTAL TONS		3164.63		
\$10.00 MINIMUM DIFFERENTIAL				\$853.83
E-Waste Recycling		17 ITEMS		\$124.00
E-Waste Recycling	NC		NC	\$0.00
GEW (Government E-Waste)			LB. \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		166	@ \$5.00	\$830.00
Truck Tires (CHG)		18	@ \$8.00	\$144.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (NC)			NC	
Appliances (CHG)		5	@ \$5.00	\$25.00
Appliances (NC)			NC	
Analytical Reviews (ARV)			@ \$189.00	\$0.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
CASH				\$10,818.25
CHARGE				\$49,530.69
TOTAL				\$60,348.94
TOTAL # OF VEHICLES		966		

SIGNED BY: April Gunder
DATE: July 2, 2019

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jun-19	TONS	CPC (CLOSURE)
CASH	520.18	712.41
CHARGE	1891.63	1907.81
CITY OF STERLING	752.82	NA
TOTAL	3164.63	\$2,620.22
THESE TNS ARE SHIPPED OFF:		
GEW		NA
RECYCLED METAL (SWAN)		NA
RECYCLED METAL (BOHM)		
RECYCLED TIRES		NA
RECYCLED WOOD		NA
GRAND TOTAL TNS	3164.63	

SIGNED BY:

DATE:

April Swensen

July 2, 2019

SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER

JANUARY 1, 2019 THRU JUNE 30, 2019

FUND	BEGINNING BALANCE	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	ENDING BALANCE
COUNTY GENERAL	\$ 6,419,464.02	\$ 8,498,992.92	\$ 6,077,555.14	\$ 8,840,901.80
ROAD & BRIDGE	\$ 3,905,875.81	\$ 2,917,408.97	\$ 2,875,569.66	\$ 3,947,715.12
CONTINGENT	\$ 567,999.55	\$ 4,810.00	\$ 4,810.00	\$ 567,999.55
HUMAN SERVICES	\$ 1,746,418.39	\$ 2,448,876.24	\$ 2,089,227.13	\$ 2,106,067.50
CAPITAL EXPENDITURES	\$ 627,510.64	\$ 582,432.57	\$ 571,018.45	\$ 638,924.76
LOGAN COUNTY JUSTICE CENTER	\$ 2,343,237.41	\$ 895,573.87	\$ 82,968.09	\$ 3,155,843.19
TELEVISION TRANSMITTER	\$ 65,964.17	\$ 66,656.23	\$ 22,475.43	\$ 110,144.97
PEST CONTROL	\$ 214,920.54	\$ 146,897.34	\$ 84,559.52	\$ 277,258.36
LOGAN CO LODGING TAX TOURISM FUND	\$ 170,972.29	\$ 53,980.81	\$ 93,750.50	\$ 131,202.60
L/C WASTE DISPOSAL FUND	\$ 1,073,264.13	\$ 1,196,585.37	\$ 277,144.49	\$ 1,992,705.01
L/C WASTE DISPOSAL CLOSURE COSTS	\$ 418,328.67	\$ 12,598.88	\$ -	\$ 430,927.55
CONSERVATION TRUST FUND	\$ 136,974.11	\$ 43,517.22	\$ 12,664.05	\$ 167,827.28
LC FAIR FUND	\$ 83,061.07	\$ 155,402.10	\$ 38,525.28	\$ 199,937.89
LOGAN COUNTY AMBULANCE FUND	\$ 169,961.77	\$ 492,205.77	\$ 425,407.65	\$ 236,759.89
STERLING	\$ 13,205.15	\$ 1,205,068.40	\$ 1,013,800.61	\$ 204,472.94
FLEMING	\$ 554.84	\$ 48,930.88	\$ 40,593.58	\$ 8,892.14
PEETZ	\$ 383.99	\$ 33,935.71	\$ 28,181.90	\$ 6,137.80
CROOK	\$ 282.72	\$ 15,562.99	\$ 13,790.70	\$ 2,055.01
MERINO	\$ 1,087.86	\$ 22,241.29	\$ 397.26	\$ 22,931.89
ILIFF	\$ 866.49	\$ 10,150.40	\$ 9,764.03	\$ 1,252.86
STERLING ROAD & BRIDGE	\$ 273.45	\$ 64,368.82	\$ 25,936.83	\$ 38,705.44
FLEMING ROAD & BRIDGE	\$ 5.11	\$ 1,202.70	\$ 484.61	\$ 723.20
PEETZ ROAD & BRIDGE	\$ 2.87	\$ 625.41	\$ 252.22	\$ 376.06
CROOK ROAD & BRIDGE	\$ 1.83	\$ 384.87	\$ 155.28	\$ 231.42
MERINO ROAD & BRIDGE	\$ 3.89	\$ 914.06	\$ 18.30	\$ 899.65
ILIFF ROAD & BRIDGE	\$ 2.66	\$ 625.41	\$ 252.01	\$ 376.06
ASSURANCE	\$ 750.20	\$ -	\$ -	\$ 750.20
CLERK ACCOUNT	\$ 511,795.69	\$ 3,194,117.21	\$ 3,175,372.85	\$ 530,540.05
CLERK COUNTY SURCHARGE	\$ -	\$ 2,191.00	\$ -	\$ 2,191.00
CLERK VITAL RECORDS	\$ 30.00	\$ 192.00	\$ 177.00	\$ 45.00
CLERK STATE	\$ 200.00	\$ 1,280.00	\$ 1,180.00	\$ 300.00
CLERK STATE SURCHARGE	\$ 694.00	\$ 4,382.00	\$ 4,432.00	\$ 644.00
COUNTY UTV	\$ -	\$ -	\$ -	\$ -
S.P. REGIONAL TRANSPORTATION AUTH	\$ (613.71)	\$ 5,750.47	\$ 5,136.76	\$ -
UNINSURED MOTORIST	\$ -	\$ 2,346.25	\$ -	\$ 2,346.25
DIVISION OF WILDLIFE	\$ -	\$ 21,211.30	\$ 21,211.30	\$ -
STATE MOBILE HOME LIEN FEE	\$ -	\$ 15.00	\$ 15.00	\$ -
P.I.L.T. DISTRIBUTION	\$ -	\$ 49,432.88	\$ 49,432.88	\$ -
NCWC	\$ 1,613.51	\$ 183,413.00	\$ 158,147.93	\$ 26,878.58
SPWC	\$ 803.87	\$ 90,738.11	\$ 77,987.34	\$ 13,554.64
FGWM LEVY	\$ 25.29	\$ 2,859.63	\$ 2,540.32	\$ 344.60
STERLING FIRE	\$ 6,174.17	\$ 721,973.21	\$ 581,135.26	\$ 147,012.12
CROOK FIRE	\$ 2,358.19	\$ 248,348.08	\$ 195,352.82	\$ 55,353.45
PEETZ FIRE	\$ 1,692.97	\$ 195,045.15	\$ 138,352.95	\$ 58,385.17
HAXTUN FIRE	\$ 361.88	\$ 41,887.85	\$ 37,769.69	\$ 4,480.04
HAXTUN FIRE PENSION	\$ 22.51	\$ 2,614.21	\$ 2,357.16	\$ 279.56
FLEMING FIRE	\$ 847.45	\$ 95,644.48	\$ 79,403.91	\$ 17,088.02
STERLING URBAN RENEWAL AUTHORITY	\$ -	\$ 629,250.30	\$ 593,459.52	\$ 35,790.78
TAYLOR GRAZING ACT	\$ 758.06	\$ -	\$ -	\$ 758.06
U.S. MINERAL LEASES	\$ -	\$ -	\$ -	\$ -
SPEC-O-TAX CLASSES ABCD&F	\$ -	\$ 1,446,313.42	\$ 1,446,313.42	\$ -
PICKETT SUBDIVISION ESCROW	\$ -	\$ 45,015.11	\$ -	\$ 45,015.11
HAXTUN SOIL CONSERVATION DIST	\$ 40.31	\$ 4,517.65	\$ 4,050.15	\$ 507.81

LC WATER CONSERVANCY DIST	\$ 2,271.86	\$ 285,299.20	\$ 227,775.56	\$ 59,795.50
REPUBLICAN RIVER WATER CONSERVATION	\$ -	\$ 75,320.28	\$ 75,320.28	\$ -
ILIFF IRRIGATION	\$ -	\$ 22,930.08	\$ 22,195.77	\$ 734.31
LOGAN IRRIGATION	\$ -	\$ 50,158.58	\$ 48,898.04	\$ 1,260.54
NORTH STERLING IRRIGATION	\$ -	\$ 598,052.52	\$ 546,654.68	\$ 51,397.84
ILIFF DRAINAGE	\$ -	\$ 1,587.12	\$ 1,538.26	\$ 48.86
FGMD WELL ASSESSMENT	\$ -	\$ 1,245.14	\$ 1,215.74	\$ 29.40
BOND & INTEREST	\$ -	\$ 70,260.51	\$ 632.84	\$ 69,627.67
TREASURERS' DEED	\$ 4,667.19	\$ 670.06	\$ 5,127.82	\$ 209.43
PUBLIC TRUSTEE SPECIAL RESERVE FUND	\$ 16,012.78	\$ 39.16	\$ -	\$ 16,051.94
COUNTY TREASURERS COMMISSION & FEE	\$ 2.48	\$ 332,331.11	\$ -	\$ 332,333.59
COUNTY CLERK'S FEE FUND	\$ -	\$ 130,880.78	\$ -	\$ 130,880.78
SHERIFF'S FEE FUND	\$ -	\$ 43,642.42	\$ 3,798.00	\$ 39,844.42
ASSESSORS FEES	\$ -	\$ 1,115.22	\$ -	\$ 1,115.22
PUBLIC TRUSTEE ACCOUNT	\$ 3,301.04	\$ 10,662.24	\$ 8,890.53	\$ 5,072.75
PUBLIC TRUSTEE ESCROW ACCT	\$ 4,145.97	\$ 369,625.82	\$ 350,234.95	\$ 23,536.84
PUBLIC TRUSTEE SALARY FUND	\$ 4,298.32	\$ 2,647.19	\$ 4,274.36	\$ 2,671.15
REDEMPTIONS	\$ 873.39	\$ 28,931.45	\$ 28,933.11	\$ 871.73
SUSPENSE	\$ 586,059.23	\$ 54,594.99	\$ 634,925.70	\$ 5,728.52
TAX ADVERTISING	\$ -	\$ 105.40	\$ -	\$ 105.40
RE-1 GENERAL FUND	\$ 69,923.68	\$ 6,201,465.17	\$ 6,190,934.03	\$ 80,454.82
RE-2J GENERAL FUND	\$ 1,992.24	\$ 189,205.95	\$ 189,073.71	\$ 2,124.48
RE-3 GENERAL FUND	\$ 10,034.09	\$ 1,086,530.11	\$ 1,085,034.86	\$ 11,529.34
RE-4J GENERAL FUND	\$ 5,751.18	\$ 523,498.48	\$ 523,322.67	\$ 5,926.99
RE-5 GENERAL FUND	\$ 14,029.94	\$ 1,576,346.34	\$ 1,576,305.32	\$ 14,070.96
RE-11J (WELD) GENERAL FUND	\$ 1.72	\$ 181.59	\$ 181.55	\$ 1.76
RE-1 BOND ISSUE 2006	\$ 1,844,931.71	\$ 3,580,763.64	\$ 2,029,363.32	\$ 3,396,332.03
RE-2 BOND	\$ -	\$ 39,289.72	\$ 39,289.72	\$ -
RE-3 BOND ISSUE 2006	\$ -	\$ 43,830.47	\$ 43,761.10	\$ 69.37
RE-4J BOND ISSUE 2008	\$ -	\$ 124,244.31	\$ 124,201.58	\$ 42.73
RE-11J BOND	\$ -	\$ 20.34	\$ 20.34	\$ -
AIMS COLLEGE GENERAL FUND (WELD)	\$ 1.93	\$ 213.15	\$ 213.32	\$ 1.76
6 MONTH FUND TOTAL	\$ 21,056,476.57	\$ 41,354,176.08	\$ 34,125,248.14	\$ 28,285,404.51

FINANCIAL STATEMENT OF LOGAN COUNTY

The following is a true and correct account of the receipts, expenditures and indebtedness of Logan County for the period described below. Receipts and vouchers in support thereof are available for public inspection. The total expenditures in each fund do not include outstanding warrants not presented as of June 30, 2018.

For six months - ending June 30, 2019. Filed in my office this 3rd day of July 2019.

County Clerk

I, Patricia Bartlett, Treasurer of Logan County, in the State of Colorado, do hereby certify that the above is a true statement of the condition of the various funds as they appear from the records in my office at the close of business on June 30, 2019.

County Treasurer

Chairman

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be Nonprofit and One of the Following (See back for details.)

<input type="checkbox"/> Social	<input type="checkbox"/> Athletic	<input type="checkbox"/> Philanthropic Institution
<input checked="" type="checkbox"/> Fraternal	<input type="checkbox"/> Chartered Branch, Lodge Or Chapter	<input type="checkbox"/> Political Candidate
<input type="checkbox"/> Patriotic	<input type="checkbox"/> Of A National Organization Or Society	<input type="checkbox"/> Municipality Owning Arts Facilities
<input type="checkbox"/> Political	<input type="checkbox"/> Religious Institution	

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

1. Name of Applicant Organization or Political Candidate KNIGHTS Home of Sterling	State Sales Tax Number (Required) 98-02773
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) 421 S. 11TH AVE STERLING, CO. 80751	3. Address of Place to Have Special Event (include street, city/town and ZIP) LOGAN COUNTY FAIR GROUNDS 1120 PAWNEE AVE STERLING, CO. 80751
--	---

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate DENNIS BOREN	10-24-54	STERLING CO. 80751 14408 GREENWAY DR.	970-522-5418
5. Event Manager DON MASIN	2-25-45	14727 REBECCA DR. STERLING, CO. 80751	970-522-6467

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date 8-2-19	Date 8-6-19	Date 8-7-19	Date 8-8-19	Date 8-9-19
Hours From 4 P.m.	Hours From 4 P.m.	Hours From 4 P.m.	Hours From 4 P.m.	Hours From 4 P.m.
To 12 A.m.	To 12 A.m.	To 12 A.m.	To 12 A.m.	To 12 A.m.

Oath of Applicant

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

Signature Don Masin	Title Event Manager	Date 6-17-19
-------------------------------	-------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) Logan County	<input type="checkbox"/> City	Telephone Number of City/County Clerk 970-522-0888
Signature	<input checked="" type="checkbox"/> County	Date

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

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

Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You **Must Be Nonprofit** and **One of the Following** (See back for details.)

<input type="checkbox"/> Social	<input type="checkbox"/> Athletic	<input type="checkbox"/> Philanthropic Institution
<input checked="" type="checkbox"/> Fraternal	<input type="checkbox"/> Chartered Branch, Lodge Or Chapter	<input type="checkbox"/> Political Candidate
<input type="checkbox"/> Patriotic	<input type="checkbox"/> Of A National Organization Or Society	<input type="checkbox"/> Municipality Owning Arts Facilities
<input type="checkbox"/> Political	<input type="checkbox"/> Religious Institution	

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

1. Name of Applicant Organization or Political Candidate <i>KNIGHTS HOME OF STERLING, Sterling, CO. 80751</i>		State Sales Tax Number (Required) <i>98-02773</i>	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>421 S. 11TH AVE STERLING, CO. 80751</i>		3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>LOGAN COUNTY FAIR GROUNDS 1120-PAWNEE AVE Sterling CO.</i>	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>DENNIS BOREW</i>	<i>10-24-54</i>	<i>14408 GREENWAY DR. STERLING CO. 80751</i>	<i>970-522-5418</i>
5. Event Manager <i>DON MASIN</i>	<i>2-25-45</i>	<i>14727 REBECCA DR. STERLING CO. 80751</i>	<i>970-522-6467</i>
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. Is premises now licensed under state liquor or beer code? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date 8-10-19	Date 8-11-19	Date	Date	Date
Hours From 4 P.m. To 12 A.m.	Hours From 4 P.m. To 12 A.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant

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

Signature <i>Don Masin</i>	Title <i>EVENT MANAGER</i>	Date <i>6-17-19</i>
-------------------------------	-------------------------------	------------------------

Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) <i>LOGAN COUNTY</i>	<input type="checkbox"/> City <input checked="" type="checkbox"/> County	Telephone Number of City/County Clerk <i>970-522-0888</i>
Signature	Title	Date

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

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



REQUEST FOR BIDS
COMPACT WHEEL SKIDSTEER LOADER

The Logan County Board of Commissioners is requesting bids for one new model Compact Wheel Skidsteer Loader.

Specifications are available by contacting the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751 or 970-522-0888 ext. 221.

Sealed Bids must be submitted to the Logan County Board of County Commissioners at the above address no later than 5 p.m. Tuesday, July 15, 2019.

The Board of County Commissioners reserves the right to reject any bid and to accept the bid deemed to be in the best interest of Logan County.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO



**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 200,000 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., July 15, 2019. Proposals will be opened at 9:00 a.m. on Tuesday, July 16, 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: _____

Fair Manager, Todd Thomas
ThomasT@LoganCountyCo.gov



Fair Assistant, Amber St. Clair-Kapteyn
St.Clair-Kapteyna@LoganCountyCo.gov

315 Main Street | Sterling, CO 80751

970.522.0888 x 222 | LCFair.org

2019 Grandstand & Event Center Cleanup

Cleanup staff will provide services to the Grandstand seating area and the Exhibit Center at the fairgrounds. Services include picking up trash one (1) hour before all events, a thorough removal of trash and debris from the grandstand areas after the events, as well as wiping up spills on benches. Dusting seats in the Exhibit Center. Sweep and mop the office in the back by pens. Brooms, mops, trash bags, buckets, and towels will be furnished by Logan County.

Proposer will provide no fewer than eight (8) cleanup workers to perform this service and continual supervision of these workers while performing their duties. Supervisor(s) will not be employees of Logan County but will work in close cooperation with County official and will be available at all times during cleanups to ensure a satisfactory clean up service and to serve as liaison between the workers performing the service and County officials. Specifications will be met or payment will be withheld.

** Group will not be allowed to enter the grandstands for cleaning until crowd has left the stands. **

The following are cleanup schedule:

Grandstands

Friday, August 2 at 2 p.m. – sweep / After Tractor Pull event – wipe down benches, sweep, and remove trash and debris
Monday, August 5 at 9 a.m. – sweep and wipe down benches
Tuesday, August 6 at 5 p.m. – sweep / After Bull Riding event – wipe down benches, sweep, and remove trash and debris
Wednesday, August 7 at 4 p.m. – sweep / After Rodeo event – wipe down benches, sweep, and remove trash and debris
Thursday, August 8 at 5 p.m. – sweep / After Rodeo event – wipe down benches, sweep, and remove trash and debris
Friday, August 9 at 5 p.m. – sweep / After Rodeo event – wipe down benches, sweep, and remove trash and debris
Saturday, August 10 at 5 p.m. – sweep / After Concert event – wipe down benches, sweep, and remove trash and debris
Sunday, August 11 at 2 p.m. – sweep / After Derby event – wipe down benches, sweep, and remove trash and debris

Exhibit Center

Friday, August 2 at 8 a.m. – sweep, wipe down benches
Saturday, August 3 at 5 p.m. – sweep, wipe down benches, and remove trash and debris
Sunday, August 4 at 6 p.m. – sweep, wipe down benches, and remove trash and debris
Monday, August 5 at 9 p.m. – sweep, wipe down benches, and remove trash and debris
Tuesday, August 6 at 5 p.m. – sweep, wipe down benches, and remove trash and debris
Wednesday, August 7 at 4 p.m. – sweep, wipe down benches, and remove trash and debris
Thursday, August 8 at 4 p.m. – sweep, wipe down benches, and remove trash and debris
Friday, August 9 at 4 p.m. – sweep, wipe down benches, and remove trash and debris
Saturday, August 10 at 8 a.m. – sweep, wipe down benches, and remove trash and debris
Saturday, August 10 at 11:30 a.m. – **RECHECK before Sale**
Sunday, August 11 at 5:30 p.m. – sweep, wipe down benches, and remove trash and debris



Office in back by Holding Pens

Friday, August 2 at 10 p.m. – sweep, mop, and remove trash and debris
Tuesday, August 6 at 10 p.m. – sweep, mop, and remove trash and debris
Wednesday, August 7 at 10 p.m. – sweep, mop, and remove trash and debris
Thursday, August 8 at 10 p.m. – sweep, mop, and remove trash and debris
Friday, August 9 at 10 p.m. – sweep, mop, and remove trash and debris
Sunday, August 11 at 10 p.m. – sweep, mop, and remove trash and debris

Contractor needs to be flexible with time frames in the case of inclement weather.

By July 19, the supervisor for the group will complete and provide a copy of the sign up sheet to the Fair Coordinator. Sign up sheet and guidelines will be provided to Proposer upon acceptance of proposal.

Specifications will be met or payment will be withheld.

Submit your proposal to the Logan County Fair Board by 5 p.m. on March 29, 2019. All proposals should be submitted in a sealed envelope and marked with "Grandstand & Event Center Cleanup". The Fair Board will be opening the proposals on April 11, at the Fair Board meeting. Notification will be April 19, after the Commissioners have approved the proposal. Supporting paperwork should include name of organization, address, supervising agent, telephone number and proposed amount, and if required proof of insurance.

The Board of Commissioners reserve the right to reject any or all bids and to accept the proposal deemed to be in the best interest of Logan County.

This proposal is submitted to the Commissioners for Logan County for the bid of \$ 3,300

Sterling High School Track and Field

Name of Organization

Lori Atkin

970-520-0512

Name of Supervisor

Telephone Number at Fair Time (cell phone)

40622 County Road 14, Fleming, 80728

970-520-0512

Address

Telephone Number



The Lincoln National Life Insurance Company
 Group Insurance Service Office
 8801 Indian Hills Drive, Omaha, NE 68114
 Phone: 800-423-2765 Fax: 877-573-6177

APPLICATION FOR GROUP INSURANCE

is made to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY (the Company).

A. Group Name & Address

Applicant's Full Legal Name (exactly as to be shown in Group Policy)

LOGAN COUNTY

Main Office Address (physical location and group situs state)

Street Address	City	State	Zip
315 MAIN STREET SUITE 2	STERLING	CO	80751
E-Mail Address (if available)	Phone	Fax	
korbed@logancountycoco.gov	(970) 522-0880	(970) 522-4018	

B. Requested Insurance

The following Group Insurance is applied for as specified in the sold case proposal(s). Complete the requested Effective Date for each.

Group Insurance	Requested Effective Date	Group Insurance	Requested Effective Date
<input type="checkbox"/> Life & AD&D	___/___/___	<input type="checkbox"/> Voluntary Life	___/___/___
<input checked="" type="checkbox"/> Short Term Disability (STD)	8 / 1 / 19	<input type="checkbox"/> Voluntary Life & AD&D	___/___/___
<input checked="" type="checkbox"/> Long Term Disability (LTD)	8 / 1 / 19	<input type="checkbox"/> Voluntary AD&D	___/___/___
<input type="checkbox"/> Dental	___/___/___	<input type="checkbox"/> Voluntary Short Term Disability	___/___/___
<input type="checkbox"/> Accident	___/___/___	<input type="checkbox"/> Voluntary Long Term Disability	___/___/___
<input type="checkbox"/> Critical Illness	___/___/___	<input type="checkbox"/> Voluntary Dental	___/___/___

C. Business Information

Nature of Business (Please specify)	Years in Business	Federal Tax ID No.
GOVERNMENT	132	84-6000782

Business is Organized as (Select one)

Corporation
 Partnership
 Proprietorship
 Non-Profit Organization
 Labor Union
 Association
 Trust
 Other GOVERNMENT

Financial Risk (If Yes to any part, please explain below.)

Has Applicant ever filed for bankruptcy? Yes No
 Does Applicant anticipate ceasing or materially reducing active business operations? Yes No
 Has Applicant opted out (or do they anticipate opting out) of Workers' Compensation? Yes No

Explanation: _____

Binder payment submitted: Amount \$ _____ (if applicable)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

D. Replacement Insurance

Will all or part of this insurance replace any similar insurance? If Yes, provide details of the prior plan below and enclose a copy of each inforce contract to be replaced. Yes No

Insurance Type	Prior Carrier Name	Prior Plan Effective Date	Termination Date
STD AND LTD	MUTUAL OF OMAHA	8 / 1 / 14	7 / 31 / 19
_____	_____	____/____/____	____/____/____
_____	_____	____/____/____	____/____/____
_____	_____	____/____/____	____/____/____
_____	_____	____/____/____	____/____/____
_____	_____	____/____/____	____/____/____
_____	_____	____/____/____	____/____/____

E. Fraud Warning/State Disclosure(s)

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OF INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE, OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE POLICYHOLDER OR CLAIMANT WITH REGARD TO A SETTLEMENT OR AWARD PAYABLE FROM INSURANCE PROCEEDS SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE WITHIN THE DEPARTMENT OF REGULATORY SERVICES.

THE GROUP DENTAL INSURANCE OFFERED BY THE LINCOLN NATIONAL LIFE INSURANCE COMPANY DOES NOT INCLUDE COVERAGE FOR EXCHANGE CERTIFIED PEDIATRIC DENTAL SERVICES AS REQUIRED UNDER FEDERAL LAW. COVERAGE FOR PEDIATRIC DENTAL SERVICES IS AVAILABLE FOR PURCHASE IN THE STATE OF COLORADO, AND CAN BE PURCHASED AS A STAND-ALONE PLAN OR AS A COVERED BENEFIT IN ANOTHER HEALTH PLAN. PLEASE CONTACT YOUR AGENT OR CONNECT FOR HEALTH COLORADO TO PURCHASE EITHER A PLAN THAT INCLUDES PEDIATRIC DENTAL COVERAGE, OR AN EXCHANGE-QUALIFIED STAND-ALONE DENTAL PLAN THAT INCLUDES PEDIATRIC DENTAL COVERAGE.

F. Agreement

The Applicant applies for group insurance. The information in this Application is true and correct to the best of the Applicant's knowledge and belief. It forms the basis for this request for group insurance. Omission or misstatement of known information on this Application could affect the validity of any insurance issued and cause the denial of an otherwise valid claim. The Applicant understands that the requested group insurance will:

- (a) be issued only if the requested insurance is acceptable to the Company and is legally permissible;
- (b) be issued under a group Policy or Policies in the language customarily used by the Company;
- (c) be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
- (d) be subject to all exclusions, limitations, and other provisions of the Policy; and
- (e) take effect on the date determined by the Company, in accord with the provisions of the Policy.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms, and will be subject to any Active Work requirement. The Applicant agrees not to:

- (a) collect or pay premiums (other than the Binder Premium, if any) for such insurance, before receiving the Company's notice of approval; or
- (b) distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

If dental insurance is requested, the Applicant agrees to provide employees and dependents notice of any applicable continuation rights, required by federal COBRA law or any similar state continuation law. Premium rate quotes were based on data submitted to the Company. Final premium rates will be determined by the actual composition of the group. This application and the Binder payment, if any, constitutes the consideration for any Policy issued. After receipt of the Policy, payment of the premium is deemed acceptance of the Policy's terms and provisions, including its exhibits, riders, endorsements, or amendments, if any. If this Application is approved, it will be made a part of any Policy issued.

Writing Agent
Or Broker's Signature _____
Typed or Printed Name _____
License Number _____ State _____

Signed by Applicant's Authorized Representative:
Signature _____
Typed or Printed Name Joseph A. McBride
Title County Commissioner, Chairman
State Signed Colorado Date / /
Must be signed prior to Effective Date

PARTICIPATION AGREEMENT

The Lincoln National Life Insurance Company (herein called the Company)

Complete only if applying for coverage under The Lincoln National Life Insurance Company Voluntary Insurance Trust.

Note: Do not complete in AL, FL, ME, MN, MS, NY, SD, TX, VT, WA or WI.

Application is hereby made to become a Participating Employer under The Lincoln National Life Insurance Company's Voluntary Insurance Trust, based on the following statements plus the attached application for group insurance coverage. The Group Employer named below (herein called the Employer) understands that if Voluntary Group Term Life and AD&D or Disability Income insurance is requested and approved, such Employer will become a Participating Employer under The Lincoln National Life Insurance Company Voluntary Insurance Trust, situated in Kansas City, Missouri. The Employer agrees to the terms of the Trust Agreement, each group policy issued to the Trust under which the Employer's employees become insured, and any amendments to them. The Employer understands that group certificates will be supplied and agrees to distribute them to each employee enrolled in the program. After receipt of the group certificates, payment of premium is deemed acceptance of the policy's terms.

The Employer agrees to be responsible for all premiums payable with respect to any of my employees who will be insured under the policy. The Employer agrees to honor and administer on a timely basis the written payroll deduction request of each participant, in the amount required to pay the necessary premium to keep coverage in-force. Payroll deductions will be remitted to the Company on a timely basis, in accord with the billing schedule agreed upon. The Employer agrees to promptly furnish the Company any information reasonably required to administer the coverage and claims under it.

The Employer understands that participation in the program may be terminated at any time by giving prior written notice to the Company. The effective date of termination will be the date the notice is received by the Company's Group Insurance Service Office, or on any later date stated in the notice. The Employer understands that the Company may terminate the Employer's participation based on the following circumstances:

- a) at the end of the grace period during which the required premium has not been paid;
- b) on any premium due date on which participation in the program falls below a minimum level of 10 employees;
- c) on any premium due date when the Employer has failed to perform any duties related to the policy in good faith;
- d) on any premium due date after the premium rate has been in effect for at least 12 months (or any longer Rate Guarantee period agreed upon by the Company).

The Employer understands that the Company may change any premium rate:

- a) when there is a change in the terms of the policy, or in the factors bearing on the risk assumed;
- b) when the policy liability is changed as a result of a change in federal, state or local law;
- c) when a division, subsidiary or affiliate is added, removed, or relocated;
- d) when the number of insured employees has changed by 25% or more since the Rate Guarantee period began;
- e) on any premium due date after the expiration of the Rate Guarantee period agreed upon by the Company.

SIGNATURE

I have read and understand the agreement above and will comply with the agreement as stated. I have reviewed, understand and agree to the proposal, rate structure, and enrollment strategy presented to me by the Company representative. I understand that no agent, broker or field representative has any right to bind the requested coverage, alter the terms of the policies or enrollment materials, adjust any claim for benefits, or waive any of the Company's rights or requirements.

Group Employer Name & ID LOGAN COUNTY

Joseph A. McBride

Printed Name of Authorized Company Officer

Signature of Authorized Company Officer

County Commissioner, Chairman

Title

Date

The Lincoln National Life Insurance Company

REGIONAL GROUP SALES OFFICE

Lauren Burket
8101 E. Prentice Ave, Ste 875
Greenwood Village, CO 80111
Office: (303) 770-0197
Toll Free: (800) 523-2254
Fax: (303) 770-3998

SERVICE OFFICE

8801 Indian Hills Drive
Omaha, Nebraska 68114
Phone:800-423-2765
Fax:(877) 573-6177

Home Office: Fort Wayne, IN

Facsimile Cover Sheet

To: INC	Company: HUB INTERNATIONAL INS SVCS
Phone: (303) 893-0300	Fax: (303) 861-8147
From: Lauren Burket	Date: 6/27/2019
RE: LOGAN COUNTY Sterling, CO 80751	

Total number of pages (Including this cover sheet): 26

COMMENTS:

Group Insurance products are issued by The Lincoln National Life Insurance Company, which is not licensed and does not solicit business in New York. In New York, group insurance products are issued by Lincoln Life & Annuity Company of New York.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Each affiliate is solely and independently responsible for its own financial and contractual obligations.

Lincoln Financial Group is pleased to offer the Lincoln VisionConnect Plan. With over 55,000 provider locations, Lincoln VisionConnect Plan allows you to access a wide selection of highly qualified providers. Ask your local representative how our Vision Plan can benefit your employees.



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates.

**The Lincoln National Life
Insurance Company**
8801 Indian Hills Drive
Omaha, NE 68114-4066
toll free (800) 423-2765
www.LFG.com

June 27, 2019

HUB INTERNATIONAL INS SVCS INC
1125 17TH ST STE 900
Denver, CO 80202

RE: Logan County

Dear Producer:

This letter and the enclosed exhibits set out our proposal for the above group. The rates are based on those benefits shown in the proposal using standard benefit provisions.

The Weekly Income rates include a flat 15% commission schedule .The LTD rates include a flat 15% commission schedule . You may be eligible for the group broker bonus program in effect for the plan year. If you need additional information to satisfy any applicable producer disclosure obligations, please contact me.

Lincoln Financial Group requires all producers receiving quotes for the purpose of soliciting, negotiating or selling group insurance products hold valid licenses, as required by state regulations, and obtain all necessary appointments with Lincoln Financial Group prior to the solicitation or sale of group insurance.

For appointment forms, please access our Web site at www.LFG.com. The Application for Licensing Appointment can be printed, completed and returned to the address contained in the form. If you do not have access to our Web site, please contact the Licensing Department at bplicensing@LFG.com.

I appreciate the opportunity to bid on this group. If you have questions about the plan or would like to review some alternate quotes, please call me. I look forward to writing this case for you.

Sincerely,

Lauren Burket
Sales Rep

Enclosure

WHY CHOOSE The Lincoln National Life Insurance Company?

Lincoln Financial Group maintains:

- **Strong financial history**
- **Some of the highest ratings in the industry**
 - AA- "Very Strong" Standard & Poor Rating
 - A+ "Superior" A.M. Best Company Rating
 - A+ "Very Strong" Fitch Rating
- **“Direct to Home Office Service” through group sales offices located nationwide**
- **One-stop shopping for comprehensive group benefits**
 - True group products including Life and AD&D, Short-Term Disability, Long-Term Disability(with optional Critical Illness coverage), Dental, Vision and Employee Assistance Programs
 - WORKSITE1 Voluntary products including Life and AD&D, STD, LTD, Dental and Vision
Featuring Voluntary enrollment form customization
- **Real Time Online Benefit Administration with Online Services**
 - Submit claims and check their status online
 - Change member information online
 - Enroll and terminate members and coverages online
 - Utilize Virtual Billing capabilities to add or terminate members, then recalculate the bill to reflect the actual amount owed, and pay the bill online
 - View and print group forms, administration guidelines, contracts and certificates online
 - Continuous enhancements are being made to our Online Service capabilities to better serve both your needs and your clients' needs
Apply for group insurance coverage electronically with e-App
- **Interactive Voice Response (IVR) System allows service 24 hours a day, 7 days a week**
 - Use IVR to check on the status of claims, members and premium payments all hours of the day, everyday.
- **Plan**
- Our Plan brings many distinct advantages including an expanded nationwide network with access to more than provider locations.

WHAT THIS MEANS FOR YOU...

The Lincoln Financial Group companies:

- have a long history of strength and stability, offering you superior products – and the service to back them up.
- focus on making life easier for the customer by doing business the way the customer wants to do business – via the Web, telephone, IVR, e-mail or fax.
- are committed to superior service, combined with a guaranteed commitment to technology, which means less hassle for you!

Logan County

A GROUP INSURANCE PROGRAM

Designed for

LOGAN COUNTY

Submitted by

**HUB INTERNATIONAL INS SVCS INC
Denver, CO**

Underwritten by

**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
Service Office**

8801 Indian Hills Drive
Omaha, Nebraska 68114 - 4066

Home Office: Fort Wayne, IN

Logan County

SCHEDULE OF INSURANCE

Option 1.02

Proposed Effective Date: August 01, 2019

<u>CLASSIFICATION</u>	<u>AMOUNT OF BENEFIT</u>
	Weekly Income
Class 1 All Active Full-time Employees	1200

Minimum Hours: 30, unless otherwise agreed upon.

The Weekly Income benefit for Class 1 will be payable to the Maximum shown above, from the 15th day for accident or 15th day for sickness and for a maximum benefit duration of 11 weeks. The weekly benefit will not exceed 50% of the Insured Person's weekly earnings, excluding overtime pay, bonuses and commissions. This plan provides 100% backdoor integration with the Employer's Sick Leave or Salary Continuance Plan.

<i>Additional Features</i>	<i>Benefit</i>
Survivor Income (Family Income) Benefit	3 week(s) gross benefit
Rehabilitation Assistance Benefit	5%; program reimbursement; reasonable accommodation
C-Section Benefit	8 week(s)

The Weekly Income benefit is subject to a 3/12 pre-existing condition limitation

This plan does not replace any state mandated disability program.

SCHEDULE OF RATES AND COSTS

<u>Coverage</u>	<u>Number of Employees</u>	<u>Volume</u>	<u>Rate</u>	<u>Monthly Premium</u>
Weekly Income	196	86,021	\$.20/per \$10 of weekly benefit	\$1,720.42
Total Premium				\$1,720.42

The above rates assume the Weekly Income coverage is on a contributory basis and no less than 100% participation is required.

The above rates are guaranteed for Three Years from the effective date of coverage.

INITIAL ENROLLMENT PERIOD (Option 1.02):

On the effective date, the Company will takeover existing participants at their current inforce amounts of insurance.

Logan County

This proposal describes certain insurance coverages available from us and should under no circumstances be construed as a contract or offer to contract for such coverages. An application must be completed and submitted to our Service Office, before a group will be considered for coverage.

The proposal is based on preliminary census data received by Lincoln Financial Group. Actual costs will be based on the final enrollment data of employees insured under the plan on its effective date. Rates quoted for the proposed benefits shown are effective for 90 days from the date shown on the proposal. A complete listing of the terms, conditions, and limitations, that will apply to your coverage, if issued, is available upon request.

Logan County

PROPOSAL CONDITIONS

This proposal has been prepared on the premise:

- there are no known uninsurable individuals in the group to be covered; and
- no employee is absent from work because of sickness or injury.

If any individual to be insured falls into the above categories, we will require full disclosure of all necessary information to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw our quotation.

To become insured, an eligible employee must be an active, full-time employee who:

- is a member of an eligible class of employees;
- has completed the eligibility waiting period established by the employer;
- is not a temporary or seasonal employee;
- is performing all customary duties of his/her occupation at his/her usual place of business on the policy effective date (or on the effective date of his/her coverage); and
- is regularly scheduled to work at least 30 hours per week, unless otherwise agreed upon.

If included, any eligible dependents must satisfy a nonconfinement requirement on the policy effective date (or on the date coverage becomes effective).

This proposal is based on the assumption that the current insurance carrier will continue coverage on any insured individual who is disabled on the date the existing contract terminates (even if it terminates while a disabled person is satisfying any applicable waiting period).

The rates quoted in this proposal are a function of the characteristics of the group (i.e.: Policyholder contributions, occupations, age, gender, etc.) and the benefits requested at the time of proposal submission. If the plan is non-contributory, 100% of the eligible employees must enroll; and if the plan is contributory, 75% of the eligible employees must enroll on the effective date. We reserve the right to re-evaluate the risk, and revise or withdraw our quotation if necessary, based upon the characteristics of the group and the benefits provided on the effective date of the plan.

This proposal is a description of insurance coverages available from us and is not an offer to contract. An application must be completed before a group will be considered for coverage.

This proposal outlines in general some of the important features of the proposed Group Insurance Program. The controlling provisions will be in the Group Insurance Policy, and this proposal is not intended in any way to modify the provisions or their meanings. This proposal will remain in effect until withdrawn or a new proposal is issued, but in no event will this proposal remain in effect beyond 90 days from June 27, 2019.

Logan County

GROUP WEEKLY DISABILITY INSURANCE

TOTAL DISABILITY BENEFITS (Option 1.02):

Lincoln Financial Group will pay a Weekly Total Disability Benefit if an Insured Person becomes Totally Disabled while insured for this benefit. This benefit will be paid for each week Total Disability continues:

- beginning on the day benefits begin (as shown in the Schedule of Insurance); and
- ending on the day the Insured Person ceases to be Totally Disabled.

Benefits will not be payable beyond the end of the Maximum Benefit Period, as shown in the Schedule of Insurance. Proportional benefits will be paid for a partial week of Total Disability.

The amount of the Weekly Total Disability Benefit equals the lesser of:

- the Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage; minus Other Income Benefits except any pay received under the Employer's Sick Leave or Salary Continuance Plan;
- 100% of the Insured Person's Basic Weekly Earnings; minus Other Income Benefits including any pay received under the Employer's Sick Leave or Salary Continuance Plan; or
- The Maximum Weekly Benefit.

In no event will the amount of the Weekly Total Disability Benefit plus any pay received under the Employer's Sick Leave or Salary Continuance Plan exceed 100% of the Insured Person's Basic Weekly Earnings

The amount will not be less than the Minimum Weekly Benefit, unless the Company is entitled to recover an overpayment by deducting it from future benefits.

Total Disability means the Insured Person's inability, due to sickness or injury, to perform each of the material duties of his or her regular occupation. A person engaging in employment for wage or profit is not Totally Disabled.

PARTIAL DISABILITY BENEFITS (Option 1.02):

Lincoln Financial Group does not require that the employee be totally disabled prior to receiving partial benefits. A disabled employee can satisfy the elimination period with days of total disability, partial disability or a combination of both. An employee may qualify for a partial disability benefit if he or she is partially disabled and is earning at least 20% of his or her pre-disability income.

Partial Disability Benefits end on the earliest of:

- the date the Maximum Benefit Period ends;
- the date the Insured Person ceases to be Partially Disabled; or
- the date the Insured Person's current earnings exceed 99% of Basic Weekly Earnings.

Logan County

GROUP WEEKLY DISABILITY INSURANCE

PARTIAL DISABILITY BENEFITS (cont.):

The amount of the Weekly Partial Disability Benefit equals the lesser of A or B below:

- A - The Insured Person's Basic Weekly Earnings multiplied by the Benefit Percentage (limited to the Maximum Weekly Benefit); minus Other Income Benefits except for earnings received.
- B - The Insured Person's Basic Weekly Earnings, minus Other Income Benefits.

The Weekly Partial Disability Benefit will not be less than the Minimum Weekly Benefit.

Partial Disability means that, due to sickness or injury, the Insured Person is:

- unable to perform one or more of the material duties of his or her regular occupation; or,
- unable to perform such duties on a full-time basis.

SUCCEEDING PERIODS OF DISABILITY (Option 1.02):

Unless the Insured Person returns to active full-time work for at least two weeks, two or more periods of Disability due to the same or related cause will be treated as one period of Disability.

SURVIVOR INCOME (FAMILY INCOME) BENEFIT:

If an employee dies after having been disabled and eligible to receive a benefit, Lincoln will pay a benefit to the survivor.

REHABILITATION ASSISTANCE BENEFIT:

The Rehabilitation Assistance Benefit strives to identify those employees who will benefit from a rehabilitation program early in the disability to generate a useful outcome for the employee. Employees who participate in Rehabilitation Assistance will receive an additional benefit while the employee is participating in the program. Program costs may also be reimbursed. The benefit may also reimburse employer's reasonable accommodation activities.

EXCLUSIONS (Option 1.02):

Weekly Income Benefits will not be payable for any period of Disability:

- which is the result of an intentional act;
- which is the result of war (declared or undeclared) or any act of war;
- during which the Insured Person is not under the regular care of a physician;
- which is the result of a sickness or injury covered by Workers' Compensation;
- which is the result of, or due to, a sickness or injury arising out of, or in the course of any employment for wage or profit.

PRE-EXISTING CONDITION EXCLUSION (Option 1.02):

A 3/12 pre-existing condition limitation applies to all insurance amounts, including those offered on a Guarantee Basis.

"Pre-existing condition" means any sickness or injury for which the insured person received treatment within 3 months prior to his or her effective date. A disability arising from any such sickness or injury will be covered

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only if it begins after an employee has performed his/her regular occupation on a full-time basis for 12 months following the coverage effective date.

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GROUP WEEKLY DISABILITY INSURANCE

OTHER INCOME BENEFITS (Option 1.02):

Other Income Benefits means those benefits shown below:

1. Any disability income benefits for which the Insured Person is eligible under:
 - a. any compulsory benefit act or law; or
 - b. any governmental retirement system as a result of the Insured Person's job with the Group Policyholder.
2. Any disability benefits or retirement benefits the Insured Person receives under a Retirement Plan.
3. Benefits under the Social Security (or any similar plan or act) including:
 - a. disability or unreduced retirement benefits for which the Insured Person is eligible; or for which his or her spouse or children are eligible because of the Insured Person's eligibility for unreduced retirement benefits; or
 - b. reduced retirement benefits received by the Insured Person; or by his or her spouse or children because of the Insured Person's receipt of reduced retirement benefits.
4. Any income received by an Insured Person who is injured while an owner/operator in a motor vehicle accident and is entitled to Colorado no fault auto insurance benefits.
5. Earnings the Insured Person earns or receives from any form of employment.

After the first deduction for each of the Other Income Benefits, the Weekly Total Disability Benefit will not be further reduced due to any cost-of-living increases under these Other Income Benefits (except for increases in earnings from any form of employment). Other Income Benefits paid in a lump sum will be prorated:

- on a weekly basis over the time period for which the sum is given; or
- over the time the Company expects the Insured Person to live, if no time period is stated.

OTHER FEATURES:

Our **LINKS PROGRAM** provides integrated disability management when an insured is covered under both our STD and LTD plans. LINKS helps to provide a smooth transition from STD to LTD without claim filing, while helping the employee return to work in the most efficient and effective manner possible. Furthermore, the LINKS program identifies those claimants with group life insurance coverage with us to determine whether they're eligible for Life Waiver.

Logan County

Long-Term Disability (LTD) Benefits & Cost Summary

Proposed Effective Date: August 01, 2019 Option 1.03
 Class 1: All Active Full-time Employees
 Minimum Hours: 30, unless otherwise agreed upon.

When choosing a plan, it's important to understand the plan of benefits being offered. Our Advantage Plan, which is an alternative to our traditional, full featured LTD plan, includes mandatory vocational rehabilitation and a limit on specified illnesses. The features of the Advantage Plan are outlined below:

<u>SCHEDULE OF BENEFITS</u>	<u>ADVANTAGE PLAN</u>
Long Term Disability Benefit	50%
Progressive Income Benefit (qualification requirements apply)	10%
Total Available Benefit	60%
Maximum Monthly Benefit	\$6,000
Social Security Integration	Primary & Family
Minimum Monthly Benefit	\$100
Elimination Period	90 Days
- Accumulation of Elimination Period	2X Elimination Period
Maximum Benefit Period	Later of Age 65 or SSNRA
Pre-existing Condition Exclusion	3/12
Specified Illness/Injury Limits	
- Mental/Nervous & Substance Abuse	24 Months
- Other Limits (Specified Illnesses)	No Limit
Premium Contributions	Contributory
Minimum Participation	No less than 100%

<u>DEFINITION OF DISABILITY</u>	
Own Occupation Coverage Period	24 Months
Following Own Occupation Period	Any Occupation
Zero Day Residual	Included
Return to Work Incentive	SSNRA
Partial Disability Formula	Residual w/ Progressive
- Income Test first 24 Months	99%
- Income Test after 24 Months	85%

<u>ADDITIONAL FEATURES</u>	
PIB Maximum	\$5,000
Reasonable Accommodation	Included
Vocational Rehabilitation	Mandatory
Survivor Income Benefit	3 Months
Subrogation/Third Party Reimburs.	Not Included
Conversion Option	Not Included
COLA	Not Included
Spouse Disability	Not Included
-Maximum Period	Not Included
Retirement Income Protection	Not Included
Medical Premium Benefit	\$500
-Maximum Period	12 Months
Family Care	\$250

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-Maximum Period 12 Months
Prior Insurance Credit Included

PLAN ASSUMPTIONS & COST

Number of Employees 196
Monthly Covered Payroll \$745,417
Rate, as a Percent of Payroll .21%
MONTHLY PREMIUM \$1,565.38

Rate Guarantee Three Years

(continued on next page)

Logan County

LTD Benefits & Cost Summary (continued)

PROPOSAL ASSUMPTIONS & CONDITIONS

This proposal assumes that:

- there are no known uninsurable individuals in the group to be covered; and
- no employee is absent from work because of sickness or injury.

If any individual to be insured falls into either of these categories, Lincoln Financial Group requires full disclosure of all information needed to evaluate the risk. After reviewing this information, we reserve the right to revise or withdraw our proposal.

If the proposed policy qualifies as a replacement plan, then coverage for an otherwise eligible person who is disabled on the policy effective date will be administered in accord with any applicable state discontinuance and replacement law.

The proposal also assumes current and continued employer and employee participation in Workers' Compensation or an equivalent plan, which would be used as a source of integration (offset) for the LTD plan of benefits.

If the employer's LTD plan is currently insured by another carrier, this proposal assumes that the current carrier will continue coverage on any insured employee who is disabled on the date the existing contract terminates – even if the contract terminates before the disabled employee has satisfied the Elimination Period.

Quoted rates were developed based on the information contained in the Request for Proposal. Final rates will be calculated based on:

- the agreed-upon plan;
- amount & tax status of employer and employee contributions;
- enrolled census;
- employee location(s);
- correct industry code (SIC); and
- other pertinent underwriting factors.

Lincoln Financial Group reserves the right to re-rate or refuse to issue coverage if there are changes in these factors.

THIS IS NOT A CONTRACT:

This illustration was prepared based on the information provided in the Request for Proposal. It is a description of the Long Term Disability Insurance coverage available from us and not an offer to contract. More detailed information is available upon request concerning the terms, conditions and limitations contained in the master policy, if issued. If there are discrepancies between the information contained in this proposal and the master policy, the terms of the master policy will control.

An Application for Group Insurance must be completed by the employer and approved by us before coverage can become effective.

This proposal is subject to revision if not accepted within 90 days of June 17, 2019.

(continued on next page)

**Logan County
LTD Benefits & Cost Summary (continued)**

OUR PROPOSAL INCLUDES THE FOLLOWING PROVISIONS:

PROGRESSIVE PARTIAL Disability Benefit with RETURN TO WORK INCENTIVE: The plan includes our **BACK ON TRACK®** partial disability benefit. **BACK ON TRACK®** encourages employees to try to return to work by allowing them to receive an overall higher level of income than they would receive from their total disability benefit.

An employee may qualify for a partial disability benefit if he or she is partially disabled, is earning at least 20% of his or her pre-disability income, and is under the regular care of a physician.

The partial disability formula remains consistent throughout the duration of the benefit period. The partial disability benefit will not be reduced by earnings from any employer, until those earnings, plus the policy benefit and any other income benefits from other sources listed in the policy exceed 100% of pre-disability earnings. Lincoln Financial Group will pay the lesser of:

(A) **LOST INCOME:** The insured's predisability income, minus all Other Income Benefits (including earnings from partial disability employment).

(B) **THE TOTAL DISABILITY NET MONTHLY BENEFIT:** The Benefit Percentage times the insured's predisability earnings (limited to the Maximum Monthly Benefit), minus Other Income Benefits (except for earnings from partial disability employment)

However, this amount will not be less than the Minimum Monthly Benefit.

During the first 24 months of partial disability benefits -- even if the claimant has received total disability benefits for several years - a partially disabled employee can receive up to 99% of pre-disability earnings from partial disability employment.

After 24 months of partial disability benefits, the **BACK ON TRACK®** provision will continue to pay partial disability benefits until the employee's earnings from partial disability employment exceed 85% of predisability earnings.

MEDICAL PREMIUM SUPPLEMENT: Periods of disability cause financial strain, and the costs of continued healthcare can seem overwhelming. The Medical Premium Supplement benefit provides disabled employees a way to help offset the costs of COBRA during a period of disability. The employee must elect COBRA to receive this benefit. The benefit amount will be the lesser of the actual employee contribution toward COBRA coverage, or the benefit amount shown in the schedule.

FAMILY CARE: Caring for dependents during a time of disability can result in additional expenses. The Family Care Expense benefit provides disabled employees a way to help offset these costs during a period of disability. The benefit amount will be the lesser of the actual employee contribution toward dependent care, or the benefit amount shown in the schedule.

ZERO DAY RESIDUAL: The elimination period can be satisfied by either days of total and/or partial disability **and requires no loss of earnings.**

VOCATIONAL REHABILITATION: (Refer to the Schedule of Benefits) Lincoln Financial Group offers vocational rehabilitation programs that focus on job modification, retraining and job placement. With the help of these services, many disabled employees are able to return to productive employment.

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BENEFIT LIMITATIONS: (Refer to the Schedule of Benefits)

The LTD Plan can include maximum benefit duration limits for disabilities caused by mental sickness and/or substance abuse.

INITIAL ENROLLMENT PERIOD:

On the effective date, the Company will takeover existing participants at their current benefit amounts. Amounts exceeding the guaranteed acceptance level are subject to underwriting review and approval.

Group Long Term Disability Insurance

ELIGIBLE EMPLOYEE is an active, full-time employee who:

- is a member of an eligible class of employees;
- has completed the eligibility waiting period established by the employer;
- is not a temporary or seasonal employee;
- is at work on the effective date of his/her coverage;
- is regularly scheduled to work at least 30 hours per week, unless otherwise agreed upon; and
- is a citizen of or legally works in the United States.

ELIMINATION PERIOD is the period of disability during which no benefit is payable. It is shown on the Benefits & Cost Summary page of this proposal. The elimination period begins on the first day of disability. Only days of total or partial disability will count towards the satisfaction of the elimination period.

Accumulation of Elimination Period: With this feature, the elimination period is satisfied when the required number of days is accumulated within a period up to two times the length of the elimination period. For example, a 90 day elimination period must be satisfied within 180 consecutive days.

PREDISABILITY INCOME means the employee's monthly rate of earnings from the employer in effect:

1. just prior to the date the Elimination Period begins; or
2. just prior to the date an approved leave of absence begins, if the Elimination Period begins while the employee is continuing coverage during a leave of absence.

It does not include commissions, overtime pay, bonuses or other forms of compensation. It is also referred to as 'BASIC MONTHLY EARNINGS'.

Other 'earnings' definitions may be available upon request.

TOTAL DISABILITY

Total Disability means that, due to an injury or sickness, an employee is unable:

1. During the ELIMINATION PERIOD and the "OWN OCCUPATION" Period, to perform each of the main duties of his or her regular occupation; and
2. After the "OWN OCCUPATION" Period, to perform each of the main duties of any occupation which his or her training, education or experience will reasonably allow.

The loss of a professional license, an occupational license or certification, or a driver's license for any reason does **not**, by itself, constitute Total Disability.

OWN OCCUPATION PERIOD: 24 Months (Option 1.03)

Under the proposed policy, the "own occupation" period is the period beginning at the end of the elimination period and ending 24 months later.

MONTHLY TOTAL DISABILITY BENEFIT: After the Elimination Period is satisfied, the LTD policy provides a monthly benefit for an employee who is totally disabled and under a physician's regular care. This monthly total disability benefit equals:

- the benefit percentage times the insured's predisability income, up to the maximum monthly benefit;
- minus other income benefits.

This benefit amount will not be less than the minimum monthly benefit.

The policy also provides a monthly benefit for an employee who is partially disabled, under a physician's regular care, and sustaining a specified percentage of lost earnings. See the Partial Disability Benefit section of this proposal.

RECURRENT DISABILITY means a disability which is related to or due to the same cause or causes of a prior disability for which a monthly benefit was payable. A recurrent disability:

- will be treated as part of the prior disability if, after receiving policy benefits, the employee returns to his or her regular occupation full-time for less than 6 months.
- will be treated as a new period of disability if, after receiving policy benefits, an employee returns to his or her regular occupation full-time for 6 months or more. A new elimination period must be completed before benefits become payable.

Logan County

BACK ON TRACK® PARTIAL DISABILITY BENEFIT - Residual with Progressive Partial (Option 1.03)

An employee may qualify for a partial disability benefit if he or she is partially disabled, is earning at least 20% of his or her predisability income, and is under the regular care of a physician.

Partially Disabled will be defined as follows:

1. During the Elimination Period and Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a) is unable to perform one or more of the main duties of his or her occupation, or is unable to perform such duties full-time; and
 - b) is engaged in Partial Disability Employment.
2. After the Own Occupation Period, it means that due to an Injury or Sickness the Insured Employee:
 - a) is unable to perform one or more of the main duties of any occupation which his or her training, education or experience will reasonably allow; or is unable to perform such duties full-time; and
 - b) is engaged in Partial Disability Employment.

The Partial Disability Monthly Benefit will cease on the earliest of:

1. the date the employee ceases to be Partially Disabled or dies;
2. the date the Maximum Benefit Period ends;
3. the date the employee earns more than 99% of predisability income, until partial disability benefits have been paid for 24 months;
4. the date the employee earns more than 85% of predisability income, after partial disability benefits have been paid for 24 months;
5. the date the employee is able, but chooses not to work full-time:
 - a) in his or her regular occupation, during the Own Occupation Period;
 - b) in any occupation, after the Own Occupation Period;
6. the date the employee fails to take a required medical exam, without good cause; or
7. the 60th day after the Company mails a request for additional proof, if not given.

Logan County

The Partial Disability Monthly Benefit equals the lesser of A or B below:

- A) The total disability benefit which would be payable if the employee received no earnings from partial disability employment: predisability income (times) benefit percentage (limited to the maximum Monthly Benefit); minus other income benefits excluding earnings from partial disability employment.
- B) The employee's predisability income minus other income benefits, as defined in the policy, including earnings from partial disability employment.

Example:

	Benefit Percentage:	60%
	Maximum Monthly Benefit:	\$5,000
	Predisability Income:	\$3,000
Partial Disability Employment Earnings:		\$1,450
	Other Income Benefits:	\$0

The partial disability benefit payable is the lesser of:

A) 60% of Predisability Income (limited to the Maximum Monthly Benefit) less Other Income Benefits:

\$3,000
x 60%

\$1,800

B) Predisability Income less Partial Disability Employment Earnings and Other Income Benefits:

\$3,000
-\$1,450
\$1,550

With Back On Track[®], income the employee receives from all sources would equal \$3,000.

(The LTD Plan's monthly partial disability benefit payment would equal \$1,550, the lesser of A and B. Partial disability employment earnings of \$1,450 + partial disability benefit of \$1,550 = \$3,000.)

The partial disability benefit payable will never be more than the total disability monthly benefit or less than the minimum monthly benefit payable under the policy.

Logan County

MAXIMUM BENEFIT PERIOD - Social Security Normal Retirement Age (SSNRA) (Option 1.03)

Benefits for a disabled employee are payable to the employee's Social Security Normal Retirement Age, or the Maximum Benefit Period shown below (whichever is later):

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than age 60	SSNRA
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

SOCIAL SECURITY INTEGRATION: Primary and Family Social Security Integration (Option 1.03)

The Group Long Term Disability Benefit will be reduced by:

- Social Security disability and unreduced retirement benefits which the employee and spouse are eligible to receive; and
- reduced Social Security benefits which the employee and spouse receive.

BENEFIT REDUCTIONS from OTHER INCOME: LTD benefits will be reduced by disability or retirement benefits from the following sources.

- Social Security benefits, described above
- Disability benefits for which the employee is eligible under:
 - Workers' Compensation, occupational disease or similar law
 - State-mandated temporary income plans
 - Any compulsory benefit, act or law
 - Any employer-sponsored group disability, sick leave or formal salary continuance plans
 - Any public retirement system due to employment with policyholder
- Disability or retirement benefits received under a retirement plan
- Any income received under the Colorado Motor Vehicle Reparation Act

LTD Benefits are not reduced by:

- Distributions from profit sharing, 401(k), IRA, TSA or stock ownership plans
- Non qualified deferred compensation plans

Cost-Of-Living Freeze: After the initial reduction for other income benefits, the monthly LTD benefit will not be further reduced due to any cost-of-living increases payable under any of these other income benefits.

MINIMUM MONTHLY BENEFIT: A disabled employee will not receive less than the minimum monthly benefit shown in the Benefits & Cost Summary page, regardless of income received from other sources.

WAIVER OF PREMIUM: Premium payments for a disabled employee are waived during any period for which total or partial disability benefits are payable.

PROGRESSIVE INCOME BENEFIT

This optional benefit provides an additional level of income protection to the insured when coupled with the Long-Term Disability insurance program.

When an employee receives LTD benefits through Lincoln Financial Group, the Progressive Income Benefit feature may increase the total Benefit Percentage payable if the employee:

- is unable to perform two or more "Activities of Daily Living" or
- suffers a Cognitive Impairment.

"Activities of Daily Living" include bathing, dressing, toileting, transferring, continence and eating.

Cognitive Impairment is defined as the permanent loss of cognitive or intellectual capacity and requires another person's hands-on help.

The additional benefit amounts payable under this feature will not be reduced or offset by income from other sources. The amount of the Progressive Income Benefit will not exceed the Maximum Monthly Benefit for Long Term Disability Benefits, or the Progressive Income Benefit Maximum (whichever is less).

The coverage added by this benefit will be subject to all of the Definitions, Exclusions, Proof of Claim, Waiver of Premium and other provisions of the Policy.

SURVIVOR INCOME BENEFIT: 3 Months (Option 1.03)

If an employee dies after having been disabled for a minimum of 180 consecutive days and the employee was receiving a monthly benefit under the policy, Lincoln Financial Group will pay the eligible survivor a lump sum benefit equal to three times the employee's last gross monthly LTD Benefit.

REASONABLE ACCOMMODATION BENEFIT enhances the return to work possibilities for an employee by assisting the employer in complying with the reasonable accommodation section of the Americans with Disabilities Act (ADA).

The benefit is designed to reimburse the policyholder for any "reasonable accommodations" made to the workplace to allow an employee currently receiving disability benefits to return to work. Examples of such accommodations could be more accessible parking spaces or entrances, removal of barriers or hazards from the worksite, installation of special seating, furniture or equipment for the employee's workstation, or the provision of special training materials or other services necessary to help the employee return to work.

The benefit reimburses the employer for 50% of the expense incurred for reasonable accommodation services (as described above) up to a maximum of \$5,000 on any one employee. In order for a policyholder/employer to be eligible for this benefit, the employer must have an employee:

1. whose disability prevents the performance of his or her regular occupation at the employer's worksite;
2. who has the physical and mental abilities needed to perform his or her own or another occupation at the employer's worksite; but only with the help of the proposed accommodation; and
3. who is reasonably expected to return to work with the help of the proposed accommodation.

Once an employer is considered eligible, a written proposal is developed with input from the employer, employee and attending physician, which states the purpose of the proposed accommodation. Upon receipt of proof that the employer has provided the services for the employee and paid the provider for the services, the employer will be reimbursed.

OTHER FEATURES:

Logan County

Our **LINKS PROGRAM** provides integrated disability management when an insured is covered under both our STD and LTD plans. LINKS helps to provide a smooth transition from STD to LTD without claim filing, while helping the employee return to work in the most efficient and effective manner possible. Furthermore, the LINKS program identifies those claimants with group life insurance coverage with us to determine whether they're eligible for Life Waiver.

A **FICA MATCH SERVICE** is included on all new and existing LTD business at no additional charge. With this service, Lincoln Financial Group matches the policyholder's share of FICA taxes on payments made to disabled employees; generates monthly reports summarizing what has been paid and withheld; and prepares W-2 forms at year-end for LTD benefits paid to each disabled employee.

VOCATIONAL REHABILITATION BENEFIT (Refer to the Schedule of Benefits)

With the assistance of vocational rehabilitation programs that focus on job modifications, job placement and retraining, many disabled employees can return to productive employment. Services such as these are available to employees unable to perform their regular occupation, and who do not currently have the skills to return to work at another occupation. These employees must have the physical and mental capability for the successful completion of a rehabilitation program. In addition, there must be reasonable expectation that these services will assist the employee in returning to work.

If the employee is eligible for rehabilitation services, a written program will be developed with input from the employee, physician and employer outlining the goals, responsibilities, services, and all applicable costs of the program. Rehabilitation efforts only take place if the patient's physician endorses the program.

Consideration for participation in such a program can be proposed by the employee, attending physician or Lincoln Financial Group.

Logan County

PRE-EXISTING CONDITION EXCLUSION: 3/12 (Option 1.03)

The policy will not cover any total or partial disability which:

1. is contributed to, caused by or results from a pre-existing condition; and
2. begins in the first 12 months after the employee's effective date of coverage under the employer's long term disability plan.

A pre-existing condition is a sickness or injury for which the employee received treatment during the 3 months prior to his or her effective date. "Treatment" means consultation, care or services provided by a physician, including diagnostic measures and the prescription and/or taking of drugs and medicines.

PRIOR INSURANCE CREDIT UPON TRANSFER OF INSURANCE CARRIERS: Option 1.03

To prevent loss of coverage for an employee because of a transfer of insurance carriers, this policy will provide prior insurance credit for employees insured under the prior carriers' policy on its termination date as follows:

Logan County

Disability Due To A Pre-Existing Condition:

Benefits may be payable for a disability due to a pre-existing condition for an employee who:

1. was insured by the prior carrier at the time of transfer; and
2. was actively-at-work and insured under this policy on its effective date.

The benefits will be determined as follows:

1. Lincoln Financial Group will apply the policy's pre-existing condition exclusion. If the employee qualifies for benefits, he or she will be paid according to the policy's schedule.
2. If the employee cannot satisfy the policy's pre-existing condition exclusion, the prior carrier's pre-existing condition exclusion will be applied as follows:
 - a. If the employee satisfies the prior carrier's pre-existing condition exclusion, giving consideration for continuous time insured under both policies, the employee will be paid according to the prior carrier's benefit schedule.
 - b. If the employee cannot satisfy the pre-existing condition exclusion of this policy or that of the prior carrier, no benefit will be paid.

Failure To Be Active-At-Work Due To Injury Or Sickness:

Subject to premium payments, the policy will provide coverage to any employee:

1. who was insured by the carrier's policy at the time of transfer; and
2. who was not actively-at-work due to injury or sickness on the policy's effective date.

The coverage will be that provided by the prior carrier's policy, had it remained in force. The Company will pay:

1. the benefit that the prior carrier would have paid; minus
2. any amount for which the prior carrier is liable.

MENTAL & NERVOUS DISORDERS LIMITATION: (Refer to the Schedule of Benefits)

Benefits for disability due to mental illness will be payable for up to the number of months shown in the Schedule of Benefits. If the claimant is confined to a hospital or other appropriate treatment facility at the end of the number of months shown in the Schedule of Benefits, the monthly benefit will continue to be paid until discharge. The monthly benefit will not be payable beyond the policy's maximum benefit period.

SUBSTANCE ABUSE LIMITATION: (Refer to the Schedule of Benefits)

Benefits for disability due to substance abuse will be payable for up to the number of months shown in the Schedule of Benefits. If the claimant is confined to a hospital or other appropriate treatment facility at the end of the number of months shown in the Schedule of Benefits, the monthly benefit will continue to be paid until discharge. The monthly benefit will not be payable beyond the policy's maximum benefit period.

"Substance Abuse" means alcoholism, drug abuse or chemical dependency of any type.

If the claimant is confined to a hospital or other appropriate treatment facility at the end of the first 24 months of receiving total and/or partial disability benefits for one of these conditions, the monthly benefit will continue to be paid until discharge. The monthly benefit will not be payable beyond the policy's Maximum Benefit Period.

EXCLUSIONS: Disabilities which arise from intentionally self-inflicted injuries, war, participation in a riot, committing/attempting to commit a felony, or being incarcerated for the commission of a felony are excluded from coverage. Disabilities during which the employee is not under the regular care of a Physician or after the employee has resided outside of the United States or Canada for more than 12 consecutive months for purposes other than employment are also excluded.



Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

Information We May Collect And Use

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; or to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment and claims history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

How We Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; to analyze in order to enhance our products and services; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

Access: We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you request a copy of the information, we may charge you a fee for copying and mailing costs. In very limited circumstances, your request may be denied. You may then request that the denial be reviewed.

Accuracy of Information: If you feel the personal information we have about you is inaccurate or incomplete, you may ask us to amend the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years. If your requested change is denied, we will provide you with reasons for the denial. You may write to request the denial be reviewed. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request.

Accounting of Disclosures: If applicable, you may request an accounting of disclosures made of your medical information, except for disclosures:

- For purposes of payment activities or company operations;
- To the individual who is the subject of the personal information or to that individual's personal representative;
- To persons involved in your health care;
- For notification for disaster relief purposes;
- For national security or intelligence purposes;
- To law enforcement officials or correctional institutions;
- Included in a limited data set; or
- For which an authorization is required.

You may request an accounting of disclosures for a time period of less than six years from the date of your request.

Basis for Adverse Underwriting Decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Compliance and Ethics
Corporate Privacy Office, 7C-01
1300 S. Clinton St.
Fort Wayne, IN 46802

Please include all policy/contract/account numbers with your correspondence.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Group Trust Company Inc.
Lincoln Investment Advisors Corporation
Lincoln Financial Distributors, Inc.

Lincoln Life & Annuity Company of New York
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company



Administration and Benefit Supplement Sheet

Legal Name of Group: Logan County

1. Group Contact Information

Who is the Main Contact at your group? (The contact for Policy and Compliance Administration.)

Name: Diana Korbe Phone #: 970-522-0880 Email: korbed@logancountyco.gov

Who should we set up as the Primary Benefit Administrator for the website?

Note: This person will be in charge of the web account and must delegate access to other users.

- Same as main contact
- Different than main contact:

Name: _____ Phone #: _____ Email: _____

2. Subsidiaries/Divisions

Does your company have any Divisions (separate locations with the same Employer Identification Number/EIN) or Subsidiaries (locations operating under different EINs)?

- Yes No If yes, please provide location information (add more locations to the "Special Instructions" section on page 3).
- Name: _____ Tax ID: _____
 Address: _____ City/State/Zip: _____
 Phone: _____ Contact: _____ Email: _____

3. Third Party Administration

Does your company use an outside vendor to help administer billing or member eligibility?

- Yes No If yes, please provide contact information:
- Company Name: _____ Contact Name: _____
 Address: _____ City/State/Zip: _____
 Phone: _____ Contact Email: _____

4. Benefit Technology Administration

Do you currently manage your own benefit technology or have benefits managed through a technology vendor?

- Yes No If yes, do you have a payroll system that basic eligibility information could be pulled from?
- Yes No Platform/Vendor Name: _____

Were you sending eligibility files with your prior carrier?

- Yes No
- Change-only file
 - Claims-only file
 - Full eligibility maintenance file

5. Billing/Claims Administration

Who is the billing and claims contact at your group? (the contact who receives the bills and claims reports)

- Same as main contact
- Our Billing/Claims contact is different than main contact (add details to the "Special Instructions" section on page 3).
 Name: Michelle Hoff Phone #: 970-522-0880 Email: hoffm@logancountyco.gov

Please select your billing option (Please select one):

- Self-Billing: Your company will handle employee administration and sends LFG the total # of lives, volume and premium by line of coverage on a monthly basis. (NOTE: Periodically, a back-up census will be requested)
- List-billing: LFG will provide a monthly invoice showing all members and applicable premiums by line of coverage.

Where should we mail the invoices? (Please select one)

- Use address on the application
- Different address: _____ City/State/Zip: _____

Structure of List-Bill Invoices (Please select one):

- One bill, with members listed alphabetically from A-Z.
- Please provide separate invoices by location/line of coverage (add details to the "Special Instructions" section on page 3)
- Please sort my bill by sub-groups (add details to the "Special Instructions" section on page 3)

Accident & Critical Illness Billing (if applicable):

- Self-Billed: You will remit the premium amount deducted during the remittance period and provide a member level deduction listing along with the payment. You would pay as deducted.
- List-Billed: Lincoln will provide you an invoice on a monthly basis or every four weeks (depending on how you deduct). The invoice will show each Employee's premium broken out by coverage. You would pay as-billed.

Deduction mode: Monthly (12) Semi-monthly (24) Bi-weekly (26) Weekly (52) Other: _____

6. ERISA

Does your company have an ERISA Plan Number?

Yes No Plan Administrator Name (if different than the group): _____
 Plan Year End Date: ____/____/____
 Plan #'s: Life STD LTD Dental Vision
 Vol Life Vol STD Vol LTD Accident Critical Illness

We are not subject to ERISA and/or we have not filed for an ERISA number with our tax advisor.

7. Minimum Hours (State restrictions may apply)

How many hours per week do employees need to work to be eligible for coverage?

30 hours per week
 Varies by class (add details to the "Special Instructions" section on page 3)
 Are Part-Time Employees included? Yes No Part-Time hours per week: _____

8. Employee Waiting Period (State restrictions may apply)

When will New Hires be eligible for coverage?

Date of Hire (0 day waiting period) _____ Days _____ Months _____ Years
 Other: 1st day of month coinciding with policy _____

Do you have any current employees who are still in the above waiting period?

Yes No If yes, when are these employees eligible for coverage?
 Policy Effective Date After completion of the new hire waiting period
 (NOTE: Employees who have already satisfied the waiting period will be effective immediately)

When Part-Time Employees move to Full-Time status:

The waiting period will begin the day the Employee moves from Part-Time to Full-Time status.
 Any time incurred as a Part-Time Employee will count toward the new hire waiting period.

9. Employee Effective Date (State restrictions may apply)

After the waiting period is satisfied, when will employees be effective?

Not applicable - employee is effective on date of hire.
 The day following completion of the waiting period.
 First of the month following completion of the waiting period. (NOTE: If the end of the waiting period lands on the first day of the month, Employee will be effective the first day of the next month)
 First of the month following or coinciding completion of the waiting period. (NOTE: If the end of the waiting period lands on the first day of the month, Employee will be effective that same day)
 Other: _____

10. Rehire Provision (State restrictions may apply)

If an Employee leaves your company due to layoff or termination and is rehired, his/her benefits will be effective:

Date of return if rehired within the first 12 months after termination date.
 After completing the new hire waiting period, as indicated in Section 9 above.
 Other - will discuss during the administration call. (Some state restrictions may apply)
 (NOTE: Benefits for employees returning to work within 6 months of Leave of Absence will be effective on the date of return)

11. Definition of Earnings

Please check all that apply. If selecting Prior Year W2's, then choose tax year or calendar year (earnings are determined on last day worked).

Base pay Commissions Overtime Bonus (averaged over _____ months)
 Prior tax year W2's Prior calendar year W2's Other: _____

Do you have any K-1 Earners? (Indicates those who are receiving income other than their base salary, ex: profits, stocks and/or losses and dividends of a partnership)

Yes No If yes, are the earnings: Active (subject to Social Security taxes) Passive (not subject to Social Security taxes) Please use: Prior tax year K-1 earnings Prior calendar year K-1 earnings

12. Location of Employees

Do you have any employees working in CA, HI, NJ, NY or RI? If so, how many, in what states, and how many are covered by the state disability plans?

Yes No If yes, how many, in what state, and how many are covered by the state disability plan? _____

Do you have any employees working or living outside the United States?

Yes No If yes, how many, where and what is the expected return date? _____

13. Enrollments

Number of eligible Employees 196 How are we enrolling? Census Enrollment Forms Both

When does enrollment end? _____

When are we to expect completed enrollment elections? 08/01/2019

14. Funding

Does your group have a Section 125/Cafeteria Plan?

Yes No If Yes, does **Employee** premium comes from the section 125/Cafeteria Plan? Yes No
Check applicable coverages: Life Short Term Disability Long Term Disability
 Dental Vision Accident Critical Illness

15. Taxability for Disability Benefits

For Short Term Disability, do you want LFG to pay the Employer's portion of FICA taxes?

Yes: LFG will pay the Employer's portion of FICA taxes. In addition, LFG will automatically print and mail the W2's to the Employee. *(Additional rates may apply for FICA match service.)*
 No: LFG will provide monthly FICA reports. Your company will pay the Employer's portion of FICA taxes.

If "No", please select ONE of these options:

- W2's are not needed-** Employer plans to add STD payments to the Employee's regular wage W2.
- STD Non-Taxable W2 Service-** LFG will distribute IRS Form W2 directly to the employee's home. The W2 will be generated under LFG's name and EIN. LFG will also provide Annual FICA reports to the Employer as well as Monthly Claim Status and Explanation of Benefits Reports to the Employer each month in which a claim is paid.
- Courtesy W2 Print Service-** LFG will print and mail the W2 paperwork to the Employer in January of each year (this will have the Employer's company name and EIN). Employer is responsible for reviewing the paperwork for accuracy, distributing W2's to Employees, and reporting W2's to the government.

NOTE: FICA match and W2 Reporting are automatically included for Long Term Disability at no additional charge.

For contributory Short Term and Long Term Disability benefits, the Employee's premium is funded from:

- Pre-Tax Payroll Deductions: Employees will receive the benefit after taxes (LFG will withhold taxes).
- Post-Tax Payroll Deductions: Employees will receive the benefit with no taxes taken out.

Completed By:

_____ Date _____
Broker or Client Name (Type or write in.)

Special Instructions (please use additional space, if needed):

The spread sheet is organized by Department Employees.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this 1st day of July, 2019 by and between Northeastern Colorado Association of Local Governments, hereinafter referred to as NECALG/AAA and Logan County for the usage of the Logan County Heritage Center for Area Agency on Aging Programs.

Whereas, NECALG/AAA is the designated Area Agency on Aging for Region 1 and has the responsibility of providing direct services for senior citizens in Northeastern Colorado; and

Whereas, NECALG desires to use the Logan County Heritage Center to operate a congregate meal site at the Logan County Heritage Center for residents of the County and City of Sterling and adjacent areas.

Now, therefore, it is mutually agreed that:

1. NECALG/AAA may operate a congregate meal site at the Logan County Heritage Center, 821 N. Division Avenue, Sterling, Colorado on Monday through Friday of each week from 7:00 a.m. to 2:00 p.m. NECALG/AAA may also operate a Senior Service Coordinator's office located inside of the Logan County Heritage Center, Monday-Friday 8:00 a.m. to 4:30 p.m. Also included is a SHARED office space in the facility that is used as a kitchen office for staff. NECALG/AAA will provide 2 reams of standard size paper and 1 ream of legal size paper per year to the facility for joint office use.
2. The Logan County Heritage Center Supervisor/Director is the acting site supervisor for NECALG/AAA that oversees reservations, volunteers, home delivery drivers, desk assistants, and dining room volunteers on a daily basis. NECALG provides all volunteer training at least once a year.
3. NECALG/AAA staff is provided an appropriate number of keys to the facility unless otherwise stated and agreed upon by both parties. If the keys are lost by an employee/volunteer the agency in which that person is employed/volunteers for, is responsible for rekeying the locks and providing new keys to all employees/volunteers of both organizations at their own expense.
4. NECALG/AAA agrees to pay its own phone and internet for the AAA Senior Service Coordinator office and is on separate direct billing to the NECALG/AAA.
5. Logan County Heritage Center provides the NECALG/AAA appropriate shared storage within the main facility which will be split $\frac{3}{4}$ NECALG/AAA and $\frac{1}{4}$ Logan County, and the additional outbuilding storage will be split evenly for freezer storage, paper goods, kitchen product, etc. All freezers on premises are property of NECALG/AAA. The ice machine was purchased and gifted to the center for usage by both parties and maintained by Logan County.
6. The meal site kitchen is provided to NECALG/AAA for daily Meet-N-Eat meals, for

seniors of the city, county and surrounding areas. The kitchen is maintained and cleaned by NECALG/AAA staff daily after each meal. NECALG/AAA staff also oversee the kitchen volunteers during kitchen hours.

7. Logan County pays for the maintenance of the hood in the kitchen once a year in the spring, and NECALG/AAA pays for the maintenance of the hood in the fall. Logan County Heritage Center and the NECALG/AAA jointly purchased the stove and hood in the kitchen. If this agreement is terminated by either party, it is understood that the hood is attached to the building and becomes the property of Logan County.
8. NECALG/AAA pays for all other maintenance for equipment in the kitchen and out buildings, etc. such as the dishwasher, freezers, refrigerators, steam tables, mixers, slicers, food processors, sealing machine, convection oven, etc. which is all equipment purchased and owned by the NECALG/AAA. NECALG/AAA will be responsible for any repairs or other items noted on the health department's inspection in order to stay compliant with its licensure. Any new or replacement equipment requiring electric or water service must be approved by the Senior Service Coordinator and the Logan County maintenance department or the Logan County Commissioners to be certain that the existing building can support such fixtures.
9. An RFP (Request for Proposal) funding from the AAA is offered to all entities, senior centers, focal points, and counties that offer senior programs, and or facilities to the AAA. Funds can be requested and must be utilized for facility enhancements, or programs that enhance the lives of seniors. All applications are offered and sent out in early spring each year for consideration and selection during the AAA's budgeting period with the State of Colorado and the Federal funding sources it receives.
10. NECALG's/AAA's license to operate cannot be used by anyone else temporarily renting the kitchen. They must obtain their own license from the health department. The SUA and applicable state regulations state that AAA owned equipment cannot be utilized by any for profit organization or company without consent of AAA and users must pay the AAA a usage rental fee TBD at the time of request.
11. Assigned staff and the Volunteers of community services that work in the kitchen are not considered employees of Logan County and remain either employees or volunteers of NECALG/AAA. Such persons as well as volunteers of Community Services (CWEP) are supervised by NECALG/AAA staff.
12. NECALG/AAA will be responsible for workman's compensation, unemployment insurance and personal liability for NECALG/AAA employees while working on the premises of the Logan County Heritage Center or while acting in any capacity as an employee of NECALG/AAA.
13. Any problems encountered by Logan County and/or NECALG/AAA during NECALG/AAA's use of the Logan County Heritage Center should be discussed and remedied by the facility supervisor and the nutrition supervisor. If no solution can be

reached, then a formal statement will need to be submitted in writing to the Director of the Area Agency on Aging or the Executive Director of NECALG at 231 Main Street, Suite 211, Fort Morgan, CO 80701 and the Logan County Board of County Commissioners at 315 W. Main Street, Sterling, CO 80751.

14. Either NECALG/AAA or Logan County may cancel this agreement without cause upon providing thirty-days advance written notice to the other party.
15. This agreement will be effective on July 1, 2019 or immediately after both parties' signatures are provided, and will be automatically renewed each year, unless terminated by both parties.

Northeastern Colorado Association of Local Governments

By:  6/27/19
Robert L. Held, AAA Director Date

By:  6.27.19
HJ Greenwood, Executive Director Date

Board of County Commissioners of Logan County

By: _____
Logan County Commissioners Chairman Date

RESOLUTION

NO. 2019-34

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

SUBDIVISION EXEMPTION FOR GORDON T. COAKLEY AND GERDA ANNA COAKLEY

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, Gordon T. Coakley and Gerda Anna Coakley, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the North Half (N1/2) of Section 16, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the North Quarter corner of said Section 16; thence North 88°45'10" East along the North line of the NW1/4NE1/4 of said Section 16 a distance of 179.52 feet; thence South 0°35'15" East a distance of 445.96 feet; thence South 50°23'50" East a distance of 83.95 feet; thence South 3°56'40" East a distance of 212.48 feet; thence South 48°16'35" West a distance of 52.88 feet; thence South 87°44'30" West a distance of 296.44 feet to the centerline of the Sterling #1 Ditch; thence North 3°10'20" East along the centerline of the Sterling #1 Ditch a distance 85.36 feet; thence North 6°26'25" East along the centerline of the Sterling #1 Ditch a distance of 237.79 feet to the point of curvature of a horizontal circular curve concave Southwesterly whose Delta Angle is 48°46'40" and whose radius is 165.00 feet; thence along the arc of said curve and continuing along the centerline of the Sterling #1 Ditch a distance of 140.47 feet (the chord of said arc bears North 17°56'55" West a distance of 136.27 feet); thence North 42°20'15" West along the centerline of the Sterling #1 Ditch a distance of 112.63 feet; thence North 32°50'40" West along the centerline of the Sterling #1 Ditch a distance of 254.22 feet to a point on the North Line of the NW1/4 of said Section 16; thence North 88°45'45" East along the North Line of said Section 16 a distance of 296.73 feet to the point of beginning and containing 5.54 acres, more or less, subject to a county road right-of-way along the North line of said Section 16 and to the right-of-way of the Sterling #1 Ditch **AND SUBJECT** to a 25 foot access easement in the North Half (N1/2) of Section 16, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 12.5 feet on each side of the following described centerline:

Commencing at the North Quarter corner of said Section 16; thence South 88°45'45" West a distance of 19.60 feet to the true point of beginning; thence South 27°20'15" West a distance of 67.84 feet; thence South 13°24'50" West a distance of 32.78 feet; thence South 0°21'15" West a distance of 45.43 feet; thence South 6°51'10" East a distance of 66.28 feet; thence South 3°01'10" East a distance of 98.95 feet; thence South 18°07'05" East a distance of 88.25 feet; thence South 0°54'40" West a distance of 38.23 feet; thence South 6°38'55" West a distance of 196.13 feet; thence South 8°53'05" East a distance of 90.95 feet; thence South 0°54'35" West a distance 43.27 feet and terminating on the South line of the above described parcel, subject to a county road right-of-way along the North line of said Section 16 and to the right-of-way of the Sterling #1 Ditch. The sidelines of said easement to be lengthened or shortened to terminate on the South line of the above described parcel, **AND SUBJECT** to Gate Access Easements No. 1 and 2 described below.

GATE ACCESS EASEMENT NO. 1 DESCRIPTION

A 25 foot access easement in the North Half (N1/2) of Section 16, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being 12.5 feet on each side of the following described centerline:

Commencing at the North Quarter corner of said Section 16; thence North 88°45'10" East along the North Line of the NW1/4NE1/4 of said Section 16 a distance of 179.52 feet; thence South 0°35'15" East a distance of 301.63 feet to the true point of beginning; thence South 77°02'55" West a distance of 240.95 feet and terminating at the centerline of the Sterling #1 Ditch, subject to the right-of-way of the Sterling #1 Ditch. The sidelines of said easement to be lengthened or shortened to terminate on the East Line of the above described parcel and the centerline of the Sterling #1 Ditch.

GATE ACCESS EASEMENT NO. 2 DESCRIPTION

An access easement in the North Half (N1/2) of Section 16, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said easement being more particularly described as follows:

Beginning a point from whence the North Quarter corner of said Section 16 bears North 19°33'20" West a distance of 759.48 feet; thence South 48°16'35" West a distance of 40.64 feet; thence South 87°44'30" West a distance of 296.44 feet; thence North 83°14'10" East a distance of 328.83 feet to the point of beginning.

(As represented on official Subdivision Exemption Plat #2019-34); and

WHEREAS, Gordon T. Coakley and Gerda Anna Coakley, intend to create a parcel, consisting of 5.54 acres subdivided from a 88.74 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 July 11, 2019; and

WHEREAS, a public hearing was held by the Board of County Commissioners on July 16, 2019, at which time the Board reviewed the application and any exhibits, and heard the comments of 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. section 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 Gordon T. Coakley and Gerda Anna Coakley, for a Subdivision Exemption for the creation of a 5.54 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2019-34, 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 16th day of July, 2019.

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 16th day of July, 2019.

County Clerk and Recorder

APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL
(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date 6-3-2019

1. Name of Subdivision Exemption Gordon T + Gerda Anne Coakley

2. Name of Applicant Same Phone _____
Address 20522 CR 34 Sterling CO 80757
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent Jim Coakley Phone 970-466-7201
Address 183 Sierra Vista Sterling, CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record Same Phone _____
Address _____

5. Prospective Buyer Tyson + Reagan Weinsandt Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor Meater Phone 970-522-1960
Address P.O. Box 442, 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 South side of CR. 34
2550 Feet East of C.R. 41
(Direction) (Street)

16-8-52

9. Postal Delivery Area 80751 School District RE-1

10. Total Acreage 88.74 Zone Ag Number of Lots 2 5.54 89

11. Tax Map Designation: Section/Township/Range 16-08-52 Lot(s) 1

12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name no

13. Is Deed recorded in Torrens System: Number no

14. Is Deed recorded in General System: Book 1019 Page 989

15. Current Land Use: Ag

16. Proposed Use of Each Parcel: Ag residential

COAKLEY, Gordon & Gerda
2019 Subdivision Exemption
5.54 acres N2N2 16-08-52
20522 C.R. 34, Sterling

17. Proposed Water and Sewer Facilities: existing

18. Proposed Public Access to each new parcel: CR 34

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

residential portion

List all contiguous holdings in the same ownership:

Section/Township/Range n/a 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)].

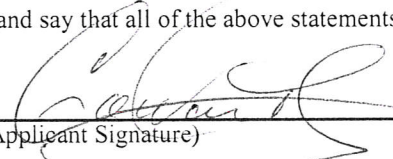
The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

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.



(Applicant Signature)

Mailing Address:

4115 PADDINGTON LN.

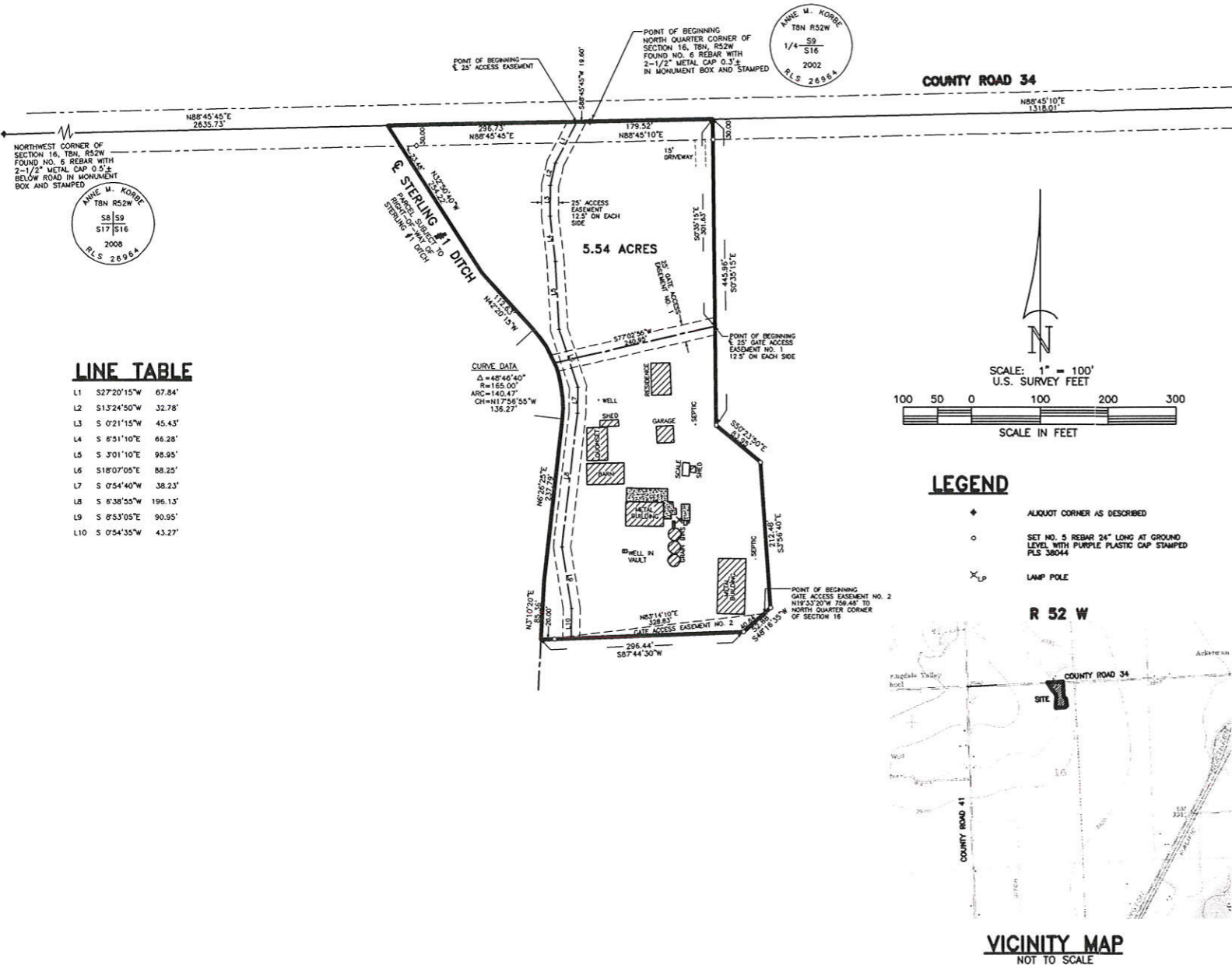
COLLEGEVILLE, TX. 76034

MY COMMISSION EXPIRES:

**COAKLEY, Gordon & Gerda
2019 Subdivision Exemption
5.54 acres N2N2 16-08-52
20522 C.R. 34, Sterling**

Jcoakley@omniwest.net

SUBDIVISION EXEMPTION PLAT NUMBER _____ FOR GORDON T. COAKLEY AND GERDA ANNA COAKLEY



LINE TABLE

L1	S 27°20'15"W	67.84'
L2	S 13°24'50"W	32.78'
L3	S 0°21'15"E	45.43'
L4	S 8°51'10"E	66.28'
L5	S 3°01'10"E	98.95'
L6	S 18°07'05"E	88.25'
L7	S 0°54'40"W	38.23'
L8	S 6°38'55"W	196.13'
L9	S 8°53'05"E	90.95'
L10	S 0°54'35"W	43.27'

CURVE DATA
 $\Delta = 48°48'40"$
 $R = 165.00'$
 $ARC = 140.47'$
 $CH = 117.5655'W$
 $138.27'$

PRELIMINARY

SURVEYOR'S STATEMENT

I, NICOLE F. HAY, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF. I FURTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

BY: NICOLE F. HAY
 FOR AND ON BEHALF OF
 LEIBERT-McATEE & ASSOCIATES, INC.
 R.L.S. NO. 38044

DESCRIPTION

A PARCEL OF LAND IN THE NORTH HALF (N1/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 88°45'10" EAST ALONG THE NORTH LINE OF THE NW1/4NE1/4 OF SAID SECTION 16 A DISTANCE OF 179.52 FEET; THENCE SOUTH 0°35'15" EAST A DISTANCE OF 445.98 FEET; THENCE SOUTH 59°23'50" EAST A DISTANCE OF 83.95 FEET; THENCE SOUTH 3°56'40" EAST A DISTANCE OF 212.48 FEET; THENCE SOUTH 48°16'35" WEST A DISTANCE OF 52.88 FEET; THENCE SOUTH 87°44'30" WEST A DISTANCE OF 298.44 FEET TO THE CENTERLINE OF THE STERLING #1 DITCH; THENCE NORTH 3°10'20" EAST ALONG THE CENTERLINE OF THE STERLING #1 DITCH A DISTANCE OF 85.36 FEET; THENCE NORTH 6°26'28" EAST ALONG THE CENTERLINE OF THE STERLING #1 DITCH A DISTANCE OF 237.79 FEET TO THE POINT OF CURVATURE OF A HORIZONTAL CIRCULAR CURVE CONCAVE SOUTHWESTERLY WHOSE DELTA ANGLE IS 48°48'40" AND WHOSE RADIUS IS 165.00 FEET; THENCE ALONG THE ARC OF SAID CURVE AND CONTINUING ALONG THE CENTERLINE OF THE STERLING #1 DITCH A DISTANCE OF 140.47 FEET (THE CHORD OF SAID ARC BEARS NORTH 17°58'55" WEST A DISTANCE OF 138.27 FEET); THENCE NORTH 42°20'15" WEST ALONG THE CENTERLINE OF THE STERLING #1 DITCH A DISTANCE OF 112.63 FEET; THENCE NORTH 32°50'40" WEST ALONG THE CENTERLINE OF THE STERLING #1 DITCH A DISTANCE OF 254.22 FEET TO A POINT ON THE NORTH LINE OF THE NW1/4 OF SAID SECTION 16; THENCE NORTH 88°45'10" EAST ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 296.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.54 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH LINE OF SAID SECTION 16 AND TO THE RIGHT-OF-WAY OF THE STERLING #1 DITCH AND SUBJECT TO A 25 FOOT ACCESS EASEMENT IN THE NORTH HALF (N1/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING 12.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE SOUTH 69°45'45" WEST A DISTANCE OF 140.47 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 27°20'15" WEST A DISTANCE OF 67.84 FEET; THENCE SOUTH 13°24'50" WEST A DISTANCE OF 32.78 FEET; THENCE SOUTH 0°21'15" WEST A DISTANCE OF 45.43 FEET; THENCE SOUTH 8°51'10" EAST A DISTANCE OF 66.28 FEET; THENCE SOUTH 3°01'10" EAST A DISTANCE OF 98.95 FEET; THENCE SOUTH 18°07'05" EAST A DISTANCE OF 88.25 FEET; THENCE SOUTH 0°54'40" WEST A DISTANCE OF 38.23 FEET; THENCE SOUTH 6°38'55" WEST A DISTANCE OF 196.13 FEET; THENCE SOUTH 8°53'05" EAST A DISTANCE OF 90.95 FEET; THENCE SOUTH 0°54'35" WEST A DISTANCE OF 43.27 FEET AND TERMINATING ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH LINE OF SAID SECTION 16 AND TO THE RIGHT-OF-WAY OF THE STERLING #1 DITCH. THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL, AND SUBJECT TO GATE ACCESS EASEMENTS NO. 1 AND 2 DESCRIBED BELOW.

GATE ACCESS EASEMENT NO. 1 DESCRIPTION

A 25 FOOT ACCESS EASEMENT IN THE NORTH HALF (N1/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING 12.5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 16; THENCE NORTH 88°45'10" EAST ALONG THE NORTH LINE OF THE NW1/4NE1/4 OF SAID SECTION 16 A DISTANCE OF 179.52 FEET; THENCE SOUTH 0°35'15" EAST A DISTANCE OF 301.83 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 77°02'55" WEST A DISTANCE OF 240.95 FEET AND TERMINATING AT THE CENTERLINE OF THE STERLING #1 DITCH, SUBJECT TO THE RIGHT-OF-WAY OF THE STERLING #1 DITCH. THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO TERMINATE ON THE EAST LINE OF THE ABOVE DESCRIBED PARCEL AND THE CENTERLINE OF THE STERLING #1 DITCH.

GATE ACCESS EASEMENT NO. 2 DESCRIPTION

AN ACCESS EASEMENT IN THE NORTH HALF (N1/2) OF SECTION 16, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE THE NORTH QUARTER CORNER OF SAID SECTION 16 BEARS NORTH 19°33'20" WEST A DISTANCE OF 759.48 FEET; THENCE SOUTH 48°16'35" WEST A DISTANCE OF 40.64 FEET; THENCE SOUTH 87°44'30" WEST A DISTANCE OF 296.44 FEET; THENCE NORTH 83°14'10" EAST A DISTANCE OF 328.83 FEET TO THE POINT OF BEGINNING.

OWNER'S CERTIFICATE

GORDON T. COAKLEY AND GERDA ANNA COAKLEY BEING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY DIVIDE THE SAME AS SHOWN ON THE ATTACHED MAP.

GORDON T. COAKLEY _____ GERDA ANNA COAKLEY _____

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____ WITNESS MY HAND & SEAL _____

PLANNING COORDINATOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL THE REQUIREMENTS.

PLANNING COORDINATOR _____ DATE _____

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION CERTIFICATE

I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHAIRMAN-LOGAN COUNTY PLANNING COMMISSION _____ DATE _____

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS _____ DAY OF _____, 20____.

CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS _____ DATED _____

ATTEST: COUNTY CLERK AND RECORDER _____

BY: _____ DATE _____

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT GORDON T. COAKLEY AND GERDA ANNA COAKLEY ARE THE OWNERS OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES:

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS _____ DAY OF _____, 20____.

GORDON T. COAKLEY _____ GERDA ANNA COAKLEY _____

STATE OF COLORADO)
 COUNTY OF LOGAN) SS

THIS DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL _____ (SEAL)

MY COMMISSION EXPIRES _____

PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #99-50 RECORDED SEPTEMBER 21, 1999, IN BOOK 925 AT PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

RECORDER'S CERTIFICATE

I, _____ CLERK AND RECORDER OF LOGAN COUNTY, COLORADO, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON THE DAY OF _____, 20____, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION _____ (SEAL)

CLERK AND RECORDER, LOGAN COUNTY, COLORADO _____

NOTES

EASEMENT INFORMATION AS PER _____

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT NORTH LINE OF THE NW1/4 OF SECTION 16, T8N, R52W BEARS NORTH 88°45'10" EAST. THE NORTHWEST AND NORTHEAST CORNERS OF SAID NW1/4 ARE MONUMENTED AS SHOWN.

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC. P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1960
TITLE	SUBDIVISION EXEMPTION PLAT NUMBER IN THE N1/2 OF SECTION 16, T8N, R52W OF THE 6TH P.M., LOGAN COUNTY, COLORADO
SCALE: 1" = 100'	DR. BY: AK DRAWING NO.
DATE: 6-10-19	PROJECT: 720-19 SHEET 1 of 1

RESOLUTION

NO. 2019-35

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

SUBDIVISION EXEMPTION FOR FRANK WAITLEY

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, Frank Waitley 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 known as Parcel 1, containing 2.95 acres, more or less, in the Northwest Quarter of Section 7, Township 9 North, Range 50 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northwest corner of Section 7, Township 9 North, Range 50 West of the 6th Principal Meridian, whence the Northeast corner of said Section 7 bears North 88°02'12" East a distance of 5,356.10 feet; thence South 55°59'52" East a distance of 2,175.58 feet to the Northwest corner of a property described in deed Book 855, Page 939, of the Logan County Records; thence along the West line of said property described in deed Book 855, Page 939, South 02°07'55" East a distance of 225.30 feet to the Point of Beginning; thence departing said West line North 87°52'05" East a distance of 32.18 feet to a point on the centerline of a 60 foot wide road easement described in Deed Book 795, Page 29-31 of the Logan County Records; thence along the centerline of said 60 foot wide road easement of the following three (3) courses: 1. South 28°26'15" East a distance of 97.10 feet; 2. thence South 38°29'15" East a distance of 87.00 feet; 3. thence South 30°51'15" East a distance of 105.70 feet; thence departing said centerline South 07°27'15" East a distance of 150.87 feet to a point on the property described in Deed Book 855, Page 939, of the Logan County Records; thence South 00°54'32" East a distance of 398.19 feet to the Northeast corner of property described in Book 962, Page 959, of the Logan County Records; thence along the North line of said property described in Book 962, Page 959, South 87°17'11" West a distance of 183.14 feet to the Northwest corner of said property described in Book 962, Page 959, and to a point on the West line of property described at Deed Book 855, Page 939, of the Logan County Records; thence along said West line North 02°07'55" West a distance of 803.18 feet, more or less, to the point of beginning and containing 2.95 acres, more or less.

(As represented on official Subdivision Exemption Plat #2019 -35); and

WHEREAS, Frank Waitley intends to create a parcel, consisting of 2.95 acres subdivided from a 38.99 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 July 11, 2019; and

WHEREAS, a public hearing was held by the Board of County Commissioners on July 16, 2019, at which time the Board reviewed the application and any exhibits, and heard the comments of 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. section 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 Frank Waitley for a Subdivision Exemption for the creation of a 2.95 acre parcel in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2019 - 35, 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 16th day of July, 2019.

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 16th day of July, 2019.

County Clerk and Recorder

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL
(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date May 24, 2019

1. Name of Subdivision Exemption Frank Waitley
2. Name of Applicant Frank Waitley Phone 970-520-3731
Address 30581 C.R. 385 Cliff, Colo. 80736
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Same Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Wildcat Surveying Phone 308-279-2072
Address 307 Church St Harrisburg, Neb. 69345
(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 West side of C.R. 385
_____ Feet _____ of _____
(Direction) (Street)
9. Postal Delivery Area 80751 School District RE-1
10. Total Acreage 38.99 Zone Ag Number of Lots 2
11. Tax Map Designation: Section/Township/Range 07-09-50 Lot(s) 1
12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?
If so, list Case No. and Name no
13. Is Deed recorded in Torrens System: Number no
14. Is Deed recorded in General System: Book 1003 Page 871
15. Current Land Use: Cattle barn - corrals
16. Proposed Use of Each Parcel: Residential / Feedlot

WAITLEY, FRANK
2.95 ac. Subdiv. Ex
N2 Section 07-09-50
30581 C.R. 385, Iliff

17. Proposed Water and Sewer Facilities: existing

18. Proposed Public Access to each new parcel: existing CR 385

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

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

Frank Waitley
(Applicant Signature)

Mailing Address:

30581 CR 385

Iliff, Colo. 80736

MY COMMISSION EXPIRES:

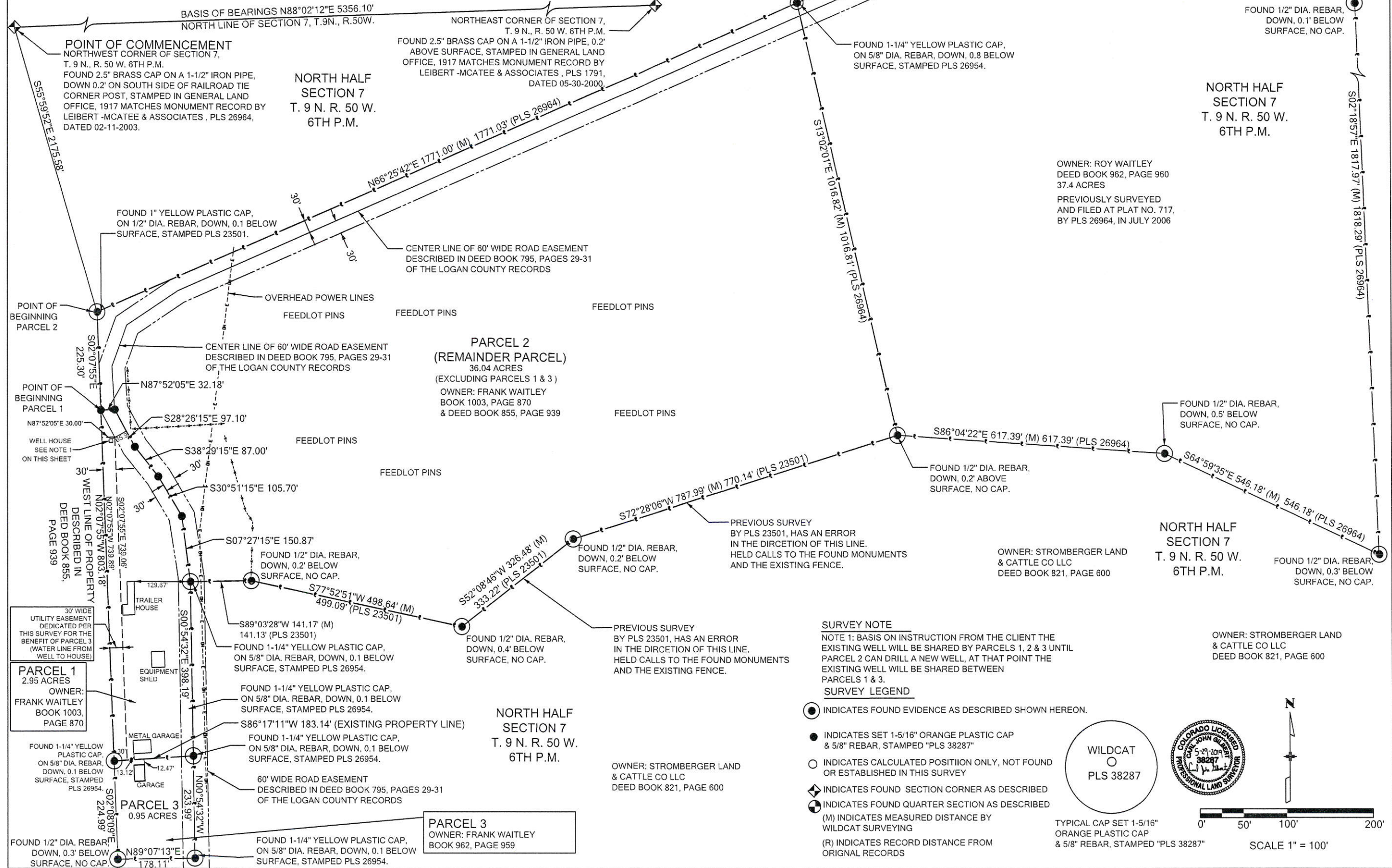
WAITLEY, FRANK
2.95 Subdivision Ex.
N2 Section 07-09-50
30581 C.R. 385, Iliff

SUBDIVISION EXEMPTION PLAT NUMBER _____
FOR FRANK WAITLEY
A PORTION OF LAND BEING IN THE NORTH HALF OF
OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 50 WEST, OF THE 6TH P.M.
ALSO BEING IN LOGAN COUNTY NEAR ILIFF COLORADO

Sheet Revisions		
Date	Description	Initials
05-13-19	FIELD SURVEY	CJG
05-15-19	DRAFTED SURVEY	CJG

Wildcat Surveying
 307 Church Street,
 Harrisburg NE 68345
 Phone: 308-279-2072
 www.wildcatsurveying.com

SUBDIVISION EXEMPTION PLAT			
Plan Sheet			
Project Number:	205-01-2019		
Project Location:	ILIFF COLORADO (LOGAN COUNTY, COLORADO)		
Project Code	Last Mod. Date	Subset	Sheet No.
205	05-15-2019	2 of 2	2



OWNER: ROY WAITLEY
 DEED BOOK 962, PAGE 960
 37.4 ACRES
 PREVIOUSLY SURVEYED
 AND FILED AT PLAT NO. 717,
 BY PLS 26964, IN JULY 2006

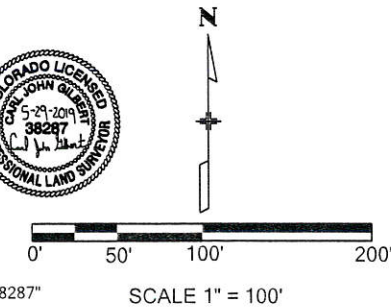
**PARCEL 2
 (REMAINDER PARCEL)**
 36.04 ACRES
 (EXCLUDING PARCELS 1 & 3)
 OWNER: FRANK WAITLEY
 BOOK 1003, PAGE 870
 & DEED BOOK 855, PAGE 939

PARCEL 1
 2.95 ACRES
 OWNER:
 FRANK WAITLEY
 BOOK 1003,
 PAGE 870

PARCEL 3
 0.95 ACRES
 OWNER: FRANK WAITLEY
 BOOK 962, PAGE 959

SURVEY NOTE
 NOTE 1: BASIS ON INSTRUCTION FROM THE CLIENT THE
 EXISTING WELL WILL BE SHARED BY PARCELS 1, 2 & 3 UNTIL
 PARCEL 2 CAN DRILL A NEW WELL, AT THAT POINT THE
 EXISTING WELL WILL BE SHARED BETWEEN
 PARCELS 1 & 3.
SURVEY LEGEND

- INDICATES FOUND EVIDENCE AS DESCRIBED SHOWN HEREON.
- INDICATES SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"
- INDICATES CALCULATED POSITION ONLY, NOT FOUND OR ESTABLISHED IN THIS SURVEY
- ◆ INDICATES FOUND SECTION CORNER AS DESCRIBED
- INDICATES FOUND QUARTER SECTION AS DESCRIBED
- (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
- (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS



TYPICAL CAP SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

JUL 02 2019

CLERK & REC

THIS AGREEMENT is made and entered into this 17th day of June, 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **BUFFALO RE-4J SCHOOL DISTRICT** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

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 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 Ballot Issue (TABOR) Ballot Questions X Candidates

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [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 6, 2019**, 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 27, 2019.**

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 6, 2019.**

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 23, 2019.** [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 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) 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 3, 2019 (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 11, 2019 (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 6, 2019**, 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 6, 2019**.

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 16, 2019 (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 6, 2019, 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 & 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**

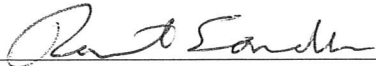
Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

BUFFALO RE-4J SCHOOL DISTRICT

By: 

Printed Name: Robert Sanders
Title: Superintendent

Designated Election Official for the Entity:

Julie Tramp
Mailing Address: PO Box 196
Merino, CO 80741
Phone: (970) 532 - 7424 x 1111
Fax: (970) 532 - 1541
Email: trampj@merinok12.com

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

THIS AGREEMENT is made and entered into this 18th day of July, 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **CITY OF STERLING** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

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 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 Ballot Issue (TABOR) X Ballot Questions X Candidates

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [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 6, 2019**, 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 27, 2019.**

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 6, 2019.**

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 23, 2019.** [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 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) 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 3, 2019 (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 11, 2019 (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 6, 2019**, 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 6, 2019**.

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 16, 2019 (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 6, 2019, 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 & 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**

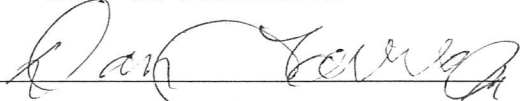
Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

CITY OF STERLING

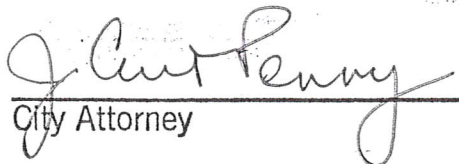
By: 

Printed Name: Dan Torres, Jr.
Title: Mayor

Designated Election Official for the Entity:

Debra Lyn Forbes
Mailing Address: P.O. Box 4000
Sterling, CO 80751
Phone: (970) 522-9700
Fax: (970) 521-0632
Email: dforbes@sterlingcolo.com

APPROVED AS TO FORM:



City Attorney

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 27, 2019**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 3, 2019**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 6, 2019**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days

Friday, September 20, 2019: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 23, 2019**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 11, 2019**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 5, 2019: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

- Paper copy; and,
- Electronic Copy. The electronic version must be provided using plain text (.txt file format). No PDF versions will be accepted.

The electronic copy may be emailed to baconp@logancountyco.gov. Both the paper copy and electronic copy must be received at the Clerk and Recorder's Office at 315 Main Street Suite 3, Sterling, CO 80751 no later than 5:00 p.m. on September 6, 2019.

Important: Per Rule 4.5.5(f) (4) – Ballot questions and issues are numbered or lettered in the order in which the measurers are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or paper copy, has been submitted to the Clerk and Recorder.

- **Electronic Version:**

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format. The ballot text will be provided in Word, in Arial ten (10) point font

- **SPACING:**

All text must have single line spacing.

- **TEXT:**

For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper and lower case.

- **TABLES/COLUMNS:**

Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

- **AUDIO RECORDING:**

If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to baconp@logancountyco.gov if requested by the Clerk and Recorder

**EXHIBIT B
AUDIO FOR ADA UNIT**

To be in compliance with the statutes and rules listed below, the Logan County Clerk and Recorder's office will accept recorded pronunciations of candidate names in any format which may be able to be used by our office. Please inform candidates within your jurisdiction of the necessity of recording the correct pronunciation of their name. The Entity may collect all recordings and submit to the Logan County Clerk and Recorder's office at one time.

The Logan County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot issues or ballot questions are needed.

Pursuant to Colorado Revised Statutes (C.R.S.) §1-5-704(1) "...each voting system certified by the secretary of state for use in local, state, and federal elections shall have the capability to accept accessible voter interface devices in the voting system configuration..."

Pursuant to Secretary of State Rule 4.6.2 County, municipal, school district, and special district candidates whose names are listed on a ballot for an election coordinated by the county clerk and recorder must provide an audio recording of the pronunciation of their name to the county clerk and recorder prior to the election for offices that are voted on by the electors of the county, municipality, school district, or special district.

Pursuant to Secretary of State Rule 4.6.2 for candidates designated by a major or minor party, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Pursuant to Secretary of State Rule 4.6.2 for candidates nominated by petition, such audio recording shall be provided no later than the last day upon which the designated election official certifies the ballot content to the county clerk and recorder in accordance with section C.R.S. §1-5-203(3)(a). The audio recording of the candidate's name shall be recorded exactly as it is provided on the candidate's statement of intent that is submitted to the designated election official, and as they wish it to appear on the ballot.

Please contact our office at (970) 522-1544 if you have any questions or need additional information.

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District with in Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on November 5, 2019:

DISTRICT NAME HERE
NAME OF OFFICE HERE
LENGTH OF TERM HERE
(Vote for not more than ?)

____ CANDIDATE'S NAME
____ CANDIDATE'S NAME
____ CANDIDATE'S NAME

DISTRICT NAME HERE
REFERRED BALLOT ISSUE _____ (TABOR) or REFERRED BALLOT QUESTION _____ (NON TABOR_
(INSERT HERE)

PLEASE INSERT THE QUESTION (**TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS AND ALL OTHER QUESTIONS ARE IN UPPER AND LOWER CASE**)

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

NOTE: The information provided here is offered as a suggestion for the sake of uniformity and convenience to the voters based upon the Constitutional language of TABLOR. Entities should consult with their legal counsel to determine if data should be supplied as suggested.

Date:

Ms. Pamela M. Bacon
Logan County Clerk and Recorder
315 Main Street, Suite 3
Sterling, CO 80751

Dear Pam:

Below please find the required information for preparation of the ballot issue notices for Referred Ballot Issue _____.

DISTRICT NAME

Designated Election Official:
Name
Title
Address
City, State, Zip

NOTICE OF ELECTION TO INCREASE TAXES TO INCREASE DEPT ON A CITIZEN PETITION ON A
REFERRED MEASURE
DISTRICT NAME
LOGAN COUNTY, STATE OF COLORADO

Election Date: (insert election date here)

Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

PLEASE LIST THE REFERRED BALLOT ISSUE QUESTION HERE (TABOR QUESTIONS ARE IN ALL CAPITAL LETTERS) this is the same language provided with original certification.

Fiscal Information: is required with your Ballot Tabor Notice submission

Fiscal Year Spending Information:

2017 (Current fiscal year estimated)	[\$1,000,000]
2016 (Actual)	[\$1,000,000]
2015 (Actual)	[\$1,000,000]
2014 (Actual)	[\$1,000,000]
2013 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]

Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [Insert Year] fiscal year spending without tax increase: [amount of spending]

Information of Current Bonded Debt:

Principal amount: [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

Information on Proposed Bonded Debt:

Principal Amount [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

The following summaries were prepared from comments filed by persons FOR the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

The following summaries were prepared from comments filed by persons AGAINST the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case
- Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

Sincerely,

Designated Election Official



July 1, 2019

Via UPS

Logan County Treasurer/Public Trustee
Attn: Patty Bartlett
315 Main St., Suite 4
Sterling, CO 80751

Dear Ms. Bartlett:

Enclosed is the Gila LLC d/b/a Municipal Services Bureau agreement for payment processing services. Mr. Elye Sackmary, President has signed it.

Please sign the agreement and send a copy to me for our records.

Sincerely,

Tina Furnis
Licensing & Business Administrator
8325 Tuscany Way, Bldg. 4
Austin, TX 78754
PH: 512-323-4201
tina.furnis@gilacorp.com

www.GilaCorp.com

8325 Tuscany Way
Building 4
Austin, TX 78754

Toll Free 800.568.7004
Local 512.371.9995
Fax 512.371.9994

Enclosure: 1

FIRST SUPPLEMENT TO CONTRACT FOR SERVICES

This First Supplement to Contract for Services is entered and effective as of the ____ day of May, 2019 by and between the Logan County, Colorado Treasurer/Public Trustee and Gila LLC, d/b/a Municipal Services Bureau, a Texas limited liability company ("MSB") (collectively referred to herein as the "PARTIES").

WHEREAS the PARTIES entered into the "Contract for Services" effective June 19, 2018 (hereinafter, the "Contract").

WHEREAS, the PARTIES wish to supplement the Contract as set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

Exhibit "A" entitled "Scope of Services" is hereby supplemented to reflect that in addition to the Logan County, Colorado Office of the Treasurer/Public Trustee, the following Logan County departments and offices will be utilizing the services of MSB:

- 1. Department of Planning, Zoning and Building;
- 2. Office of the Board of County Commissioners; and
- 3. Office of the Logan County Assessor.

NOW, THEREFORE, having agreed to supplement the Contract as set forth herein, the PARTIES agree that all other terms and provisions of the Contract shall remain in full force and effect, as therein provided, except as specifically modified herein.

IN WITNESS WHEREOF, the PARTIES have signed and agree as to form and substance this "First Supplement to Contract for Services" on the day and year first written above as follows:

**Logan County, Colorado
Board of County Commissioners**

Gila LLC, d/b/a Municipal Services Bureau

By: _____
Byron H. Pelton, Commissioner

By:  _____
Elye Sackmary, President

By: _____
Joseph A. McBride, Commissioner

By: _____
Jane Bauder, Commissioner

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Contract") is entered into as of the Effective Date defined below by and between the Logan County, Colorado Treasurer/Public Trustee (the "Client") and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"). The Client and MSB are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Client is seeking a vendor to provide an online payment acceptance solution, including credit/debit card and E-Check; and,

WHEREAS, MSB is in the business of providing payment processing services as an Independent Sales Organization; and,

WHEREAS, MSB desires to serve as the Client's vendor and to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client; and,

WHEREAS, the Taxpayer is the person or entity utilizing the credit/debit or E-check payment forms to make payments to the Client.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

- I. **SCOPE OF SERVICES:** Client hereby appoints MSB to perform and MSB shall perform all the services described in Exhibit A ("Services"), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB's compensation, which is mutually agreed upon between the Client and MSB, shall be in writing and shall become part of this Contract upon execution by both Parties.

- II. **TERM:** It is mutually agreed by the Parties that the initial term of this Contract shall be for two (2) years and shall commence on ~~May~~^{July} 19, 2018 and terminate on ~~May~~^{July} 14, 2020. This Contract, at the option of the Client, may be renewed for one (1) or more successive two-year terms, if notice is given to MSB by the Client no less than thirty (30) days prior to the end of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the Client's satisfaction with all products and services received during the preceding term.

- III. **COMPENSATION:** In consideration of the Services contemplated by this Contract, the

MSB will receive a fee, as described in Exhibit B, attached hereto and incorporated herein, to be paid by the Taxpayer, as a condition of the Taxpayer utilizing the alternative form of payment, in accordance with the provisions of this Contract. MSB's compensation and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client; however, the fees set forth in Exhibit B are to be paid by the Taxpayer and MSB shall collect the fees as a separate charge. The compensation described in Exhibit B constitutes all of the compensation payable to MSB in connection with the services set forth in this Contract. In particular, the Client shall have no liability to reimburse or pay MSB any additional amount for any expenses incurred by MSB in connection with the operation of MSB's business or performance of the services set forth in this Contract.

IV. TERMINATION:

- a. By the Client: The Client shall have the right to terminate this Contract, with or without cause and without liability or penalty, by giving written notice to MSB of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by MSB pursuant to this Contract shall become the Client's property. MSB shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination.
- b. By MSB: MSB shall have the right to terminate this Contract, with or without cause and without liability or penalty, by giving written notice to the Client of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the MSB pursuant to this Contract shall become the Client's property. MSB shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination.

V. INSPECTION AND AUDIT RIGHTS:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or three (3) years thereafter, upon request of the Client or any authorized representative of the Client, it will make full disclosure to the Client and make available for inspection all of its records associated with work performed under this Contract for the purpose of making an audit, examination excerpts. MSB shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
- b. Right to Audit: Upon reasonable prior written notice to MSB, the Client or any authorized representative of the Client shall have the right to inspect MSB's offices and facilities and to audit MSB's records arising from the services provided to the Client under this Contract for the purpose of monitoring MSB's compliance with the Contract or to fulfill the Client's financial requirements under any local,

state or federal law or regulation.

- c. Confidential Business Information: The Client or the Client's authorized representative will make all reasonable efforts to not disclose any MSB documents provided to the Client prior to the execution of this Contract, for the services contemplated by this Contract or during any audit performed pursuant to this Contract, subject to any applicable law. MSB reserves the right to object to the production of any MSB documents and to pursue any and all remedies MSB has in law and in equity to prevent the release of such documents. MSB agrees to indemnify, defend, save and hold the Client harmless from all costs, damages, and liabilities incurred, including but not limited to court costs, expenses and reasonable attorney's fees, that arise out of non-disclosure of proprietary and/or confidential documents requested under any Open Records Act because of any redaction of such information or protest by MSB according to the terms of this subsection.

VI. INDEMNIFICATION

- a. Indemnification against Infringement: MSB warrants that the copyright in and to the software utilized for this Contract is owned by MSB or is distributed by MSB under a valid current license, that it has the right to license the Services, and that there are no pending liens, claims, or encumbrances against the Services or MSB pertaining to the Services. MSB agrees to notify Client of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Services. MSB agrees to indemnify, hold harmless, and defend the Client against any and all patent or copyright infringement claims that may be brought against the Client as the result of its use of the Services as authorized by this Contract. The Client shall have the right to participate in the defense of any such claims for patent or copyright infringement at the Client's cost and expense. In the event that it is determined that the Services infringe on any patent or copyright, MSB may (a) procure for the Client the right to continue using the Services; (b) modify the Services so that it becomes non-infringing but continues to provide the same functionality as the original Services; (c) replace the software with non-infringing software that continues to provide the same functionality as the original Services; or (d) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, MSB may terminate this Contract and refund to the Client the pro-rated share of any fee for the balance of the year in which the infringement was determined.

VII. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the MSB to perform work under this Contract shall be and remain at all times, employees of the MSB for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE CLIENT AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY

MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

- B. Governing Law: The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Contract is a writing: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.
- i. Each Notice shall be addressed to the appropriate person at the receiving Party ("Addressee") at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.
 - ii. Notice hereunder is only effective if the requirements of this Section have been strictly fulfilled, and if the Notice was actually received by the Addressee.
 - iii. if a Notice that otherwise fulfills the requirements of this Section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

To the client: Patty Bartlett
 Logan County Treasurer/Public Trustee
 315 Main Street, Suite 4
 Sterling, CO 80751
 (970)522-2462 x 242

To MSB: Gila LLC
 8325 Tuscany Way
 Austin, Texas 78754
 Attention: Barbara Fugler
 Barbara.Fugler@gilacorp.com
 Phone: 512-371-9995
 Fax: 512-371-9994

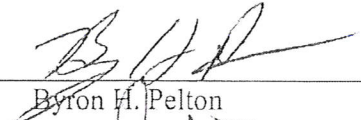
- D. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original

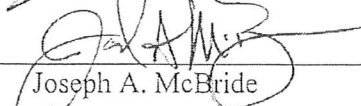
signatures.

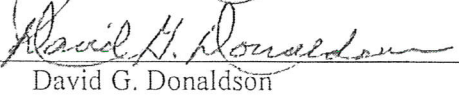
- E. Signatory Authority: Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.
- F. No Third Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- G. Waiver: The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Contract.
- H. Modification: Neither this Contract nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- I. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. MSB shall also comply with all applicable ordinances, regulations, and resolutions of the Client.
- J. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- K. Captions: The captions of this Contract are for convenience only, are not part of the Contract, and do not in any way limit or amplify its terms and provisions.
- L. Severability: To the extent that this Contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- M. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract the day and year last below written.

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

By: 
Byron H. Pelton

By: 
Joseph A. McBride

By: 
David G. Donaldson

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU


By: 
Barbara Fugler, VP of Finance/Controller

Exhibit A

SCOPE OF SERVICES

1. Definitions

1.1. *Client Account*: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.

1.2. *Payment or Payments*: The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

2.1. *Payments*: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.

2.2. *Payment Processing Methods*: MSB will process Payments made for Obligations through the third party technologies defined herein.

2.3. *Payments Reported*: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.

2.4. *Payments Deposited*: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule agreed to by the Parties.

3. Payment Processing Technology

3.1. Website

3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.

3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.

3.2. Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web services or other information transfer protocols, customization of receipt layouts, integration with the Client's software. If material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, refereed herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
5. Access: MSB will provide the Client authorized representatives with a logon and password to access their module, and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.
6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.

Exhibit B - Compensation to MSB – Fees to be paid by the Taxpayer

No.	Transaction Type	Cost to Districts	Cost to Taxpayer	Comments
1.	Visa Credit Visa Debit	\$0.00 \$0.00	2.19% 2.19%	Per item fee charged on all settled transactions
2.	MasterCard Credit MasterCard Debit	\$0.00 \$0.00	2.19% 2.19%	Per item fee charged on all settled transactions
3.	American Express	\$0.00	2.19%	Per item fee charged on all settled transactions
4.	Discover	\$0.00	2.19%	Per item fee charged on all settled transactions
5.	E-check*	\$0.00	\$0.18	Per item fee charged on all settled transactions

Proclamation



WHEREAS, the family is the foundation of a safe and healthy community, however, the problem of domestic and sexual violence affects our community in all racial, social, religious, ethnic, geographic and economic groups; and

WHEREAS, Break the Silence against Domestic Violence was founded on Facebook in 2011 when Kristen Paruginog shared her story on social media to empower victims and survivors of domestic violence; and

WHEREAS, It is important to bring awareness and encourage education in our communities to combat domestic violence and to show solidarity with those who have lost loved ones to this epidemic; and

WHEREAS, We urge citizens to join in efforts to create social change to eradicate domestic violence and to support services and healing for survivors.

NOW, THEREFORE BE IT RESOLVED, that the Board of Logan County Commissioners proclaims

July 2019

as Break the Silence against Domestic Violence Month in Logan County, Colorado in order to increase public awareness of the epidemic of domestic violence and to support healing for survivors.

Done this 16th Day of July, 2019.

**Board of County Commissioners
Logan County, Colorado**

Joseph A. McBride

Jane E. Bauder

Byron H. Pelton