



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, July 19, 2022 - 9:30 a.m.**

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

Approval of the Minutes of the July 5, 2022 meeting.

Acknowledge the receipt of the County Clerk's Report for the month of June 2022.

Acknowledge the receipt of the Sheriff's Fee Report for the month of June, 2022.

Acknowledge the receipt of the Treasurer's Report for the month of June, 2022.

Acknowledge the receipt of the Public Trustee's Quarterly Report for the second quarter of 2022.

Acknowledge the receipt of the Treasurer's Semi-Annual Financial Report for the period January 1, 2022 through June 30, 2022.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of June, 2022.

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

Consideration of the approval of an agreement between Logan County and Cairn Design, LLC, to provide Exhibit Center Community Center Building Addition Phase I Design Services as per the County's Request for Proposal (RFP) and subsequent addenda and Contractor's Response to County's Request.

Consideration of the approval of the following Logan County Lodging Tax Board Projects:

- Logan County Tourist Center Volunteer Incentive Cowboy Breakfast – up to \$250.
- Logan County Arts League LOCAL JAMZ and July JAMZ - \$1000.00.

Consideration of the approval of 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 General Election to be held November 8, 2022.

Consideration of the approval of a Broadcast Contract between Logan County (Logan County Fair) and Stormy Productions for Live video streaming of the 2022 Livestock Shows and Jr. Livestock Auction on either Facebook Live or YouTube.

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

The next meeting will be a Special Meeting scheduled for Tuesday, July 26, 2022, at 9:30 a.m. at the Logan County Courthouse.

The next regular meeting will be scheduled for Tuesday, August 2, 2022, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**  
**Adjournment**

July 5, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Officer
Jerry Sonnenberg	
Don Masin	Knights of Columbus
Bob Schell	Knights of Columbus
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:39 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Pelton asked if there were any revisions for the agenda. Hearing none, Chairman Pelton continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 21, 2022, meeting.
- Acknowledge the receipt of the Veteran's Service Officer's Monthly Report and Certification of Pay form for the month of June 2022.

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

Chairman Pelton continued with New Business:

The Board opened a public hearing to consider the approval of an application submitted by the Knights of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on August 2, 3, 4, 5, 6 and 7, 2022.

Hearing no public comment Chairman Pelton closed the public hearing.

Commissioner McBride moved to approve the application submitted by the Knights of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on August 2, 3, 4, 5, 6 and 7, 2022. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-25 amending Resolution 2021-41 by awarding Private Activity Bond Volume Cap for the Northeast Plaza Apartment Homes Project. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve the award of the Ticket Takers and Usher Services Bid for the 2022 Logan County Fair & Rodeo to the Caliche After Prom Committee and Basketball sponsors in the amount of \$5,000.00. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a Resolution 2022-26 and an application on behalf of Bohler Real Estate, LLC to vacate the plat for Horizon Re-subdivision of Lot 1, Block 1, KMW Industrial Park. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2022-27 and an application on behalf of Bohler Real Estate, LLC for Re-subdivision and Replat of Lots 1 and 2, Horizon Re-subdivision of Lot 1, Block 1, KMW Industrial Park, a part of the E1/2NE1/4 of Section 34, Township 8 North, Range 53 West of the 6<sup>th</sup> P.M., Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit #2022-6 for use of the County Right of Way along County Road 50, and East side of County Road 37 for conduit, hand holes and fiber optic cable. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit #2022-7 for use of the County Right of Way along West Side of County Road 43, Railroad Avenue McKinley Street in Padroni, Colorado for conduit, hand holes and fiber optic cable. Commissioner McBride seconded, and the motion carried 3-0.

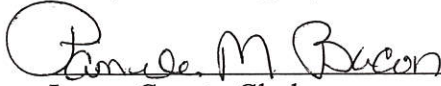
Commissioner McBride moved to approve a Letter of Gift and Bill of Sale for the donation of 280 linear feet of 6' chain link fence to Northeastern Junior College. Commissioner Bauder seconded, and the motion carried 3-0.

#### **Other Business**

The next meeting will be scheduled for Tuesday, July 19, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:56 a.m.

Submitted by:

  
Logan County Clerk

Approved: July 19, 2022

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Byron Pelton, Chairman

Attest:

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



## Clerk Fees Collected 2022

June

	<u>2021</u>	<u>2022</u>	
<u>Recording Fees Retained</u>	16,235.27	14,017.15	
<u>Motor Vehicle Fees Retained</u>	313,010.82	305,749.48	
Total \$	329,246.09	\$ 319,766.63	\$9,479.46
<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	273,565.24	184,855.47	
City of Sterling	41,232.82	35,120.53	
Town of Fleming	2,202.77	1,132.60	
Total \$	317,000.83	\$ 221,108.60	\$95,892.23
Fees Retained Year to Date		\$2,053,858.89	

CIVIL PAYMENTS						
Jun-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/10/2022	902	55278	2022-276	\$ 35.00	\$ 15.00	\$ 20.00
6/15/2022	904	3873	2022-289	\$ 40.00	\$ 15.00	\$ 25.00
6/29/2022	906	1224009	2022-300	\$ 40.00	\$ 10.00	\$ 30.00
7/1/2022	907	400681	2022-317	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 95.00

\*Emailed to Jennifer  
07.06.2021  
@3:14 pm (2)

CIVIL PAYMENTS CREDIT CARDS					
Jun-22					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/7/2022	901	2022-270	\$ 35.00	\$ 15.00	\$ 20.00
6/13/2022	903	2022-280	\$ 40.00	\$ 15.00	\$ 25.00
6/14/2022		2022-281	\$ 35.00	\$ -	\$ 35.00
6/14/2022		2022-284	\$ 35.00	\$ -	\$ 35.00
6/15/2022		2022-290	\$ 40.00	\$ -	\$ 40.00
6/20/2022	905	2022-295	\$ 40.00	\$ 40.00	\$ -
6/20/2022		2022-293	\$ 35.00	\$ -	\$ 35.00
6/20/2022		2022-288	\$ 35.00	\$ -	\$ 35.00
6/20/2022		2022-287	\$ 35.00	\$ -	\$ 35.00
6/20/2022		2022-292	\$ 48.00	\$ -	\$ 48.00
6/21/2022		2022-296/297/298	\$ 105.00	\$ -	\$ 105.00
6/21/2022		2022-294	\$ 35.00	\$ -	\$ 35.00
6/24/2022		2022-302	\$ 40.00	\$ -	\$ 40.00
6/27/2022		2022-307	\$ 35.00	\$ -	\$ 35.00
6/27/2022		2022-309	\$ 40.00	\$ -	\$ 40.00
7/5/2022		2022-320/321	\$ 46.00	\$ -	\$ 46.00
				Total Owed to County	\$ 609.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
Jun-22					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
6/27/2022			\$ 430.00		\$ 430.00
6/6/2022			\$ 12.00		\$ 12.00
6/17/2022			\$ 12.00		\$ 12.00
6/20/2022			\$ 24.00		\$ 24.00
6/21/2022			\$ 12.00		\$ 12.00
6/22/2022			\$ 12.00		\$ 12.00
6/24/2022			\$ 39.00		\$ 39.00
6/30/2022			\$ 42.00		\$ 42.00
7/1/2022			\$ 12.00		\$ 12.00
6/8/2022			\$ 50.00		\$ 50.00
6/8/2022			\$ 50.00		\$ 50.00
6/17/2022			\$ 50.00		\$ 50.00
6/29/2022			\$ 50.00		\$ 50.00
				Total Owed to County	\$ 795.00

CHP CREDIT CARDS				
Jun-22				
Date		Amount	Amount of Refund	Amount Owed to County
6/6/2022		\$ 152.50		\$ 152.50
6/7/2022		\$ 152.50		\$ 152.50
6/7/2022		\$ 63.00		\$ 63.00
6/8/2022		\$ 63.00		\$ 63.00
6/14/2022		\$ 63.00		\$ 63.00
6/16/2022	908	\$ 152.50	\$ 100.00	\$ 52.50
6/21/2022		\$ 152.50		\$ 152.50
6/27/2022		\$ 152.50		\$ 152.50
6/28/2022		\$ 63.00		\$ 63.00
6/28/2022		\$ 63.00		\$ 63.00
6/28/2022		\$ 63.00		\$ 63.00
6/30/2022		\$ 63.00		\$ 63.00
6/30/2022		\$ 63.00		\$ 63.00
		Total Owed to County		\$ 1,166.50

CIVIL CHECKS \$ 95.00  
 CIVIL CREDIT CARDS \$ 609.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 795.00  
 CHP CREDIT CARDS \$ 1,166.50  
 TOTAL PAID TO GENERAL FUND \$ 2,665.50 Check#909  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 150.00



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

**JUNE 2022**

COUNTY FUNDS	5/31/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	6/30/22 BALANCE
COUNTY GENERAL	\$ 13,972,486.80	\$ 1,434,067.15	\$ 79,752.03	\$ 2,428,076.81	\$ -	\$ (975,746.50)	\$ (30,621.72)	\$ 16,908,014.57
ROAD & BRIDGE	\$ 7,931,989.56	\$ 187,728.17	\$ 12,313.07	\$ 372,723.10	\$ -	\$ (426,321.20)	\$ (8,155.04)	\$ 8,070,277.66
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,147,687.91	\$ 73,953.91	\$ 4,104.36	\$ 33,126.68	\$ -	\$ (32,220.00)	\$ (1,479.08)	\$ 1,225,173.78
JUSTICE CENTER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TELEVISION FUND	\$ 157,345.68	\$ 11,074.37	\$ 615.77	\$ -	\$ -	\$ (2,551.93)	\$ (221.50)	\$ 166,262.39
PEST CONTROL	\$ 298,659.06	\$ 19,497.95	\$ 1,610.66	\$ -	\$ -	\$ (9,206.17)	\$ (389.96)	\$ 310,171.54
LODGING TAX	\$ 133,432.44	\$ -	\$ -	\$ 5,941.80	\$ -	\$ (2,750.49)	\$ -	\$ 136,623.75
SOLID WASTE	\$ 1,863,944.61	\$ 279.79	\$ -	\$ 59,353.59	\$ -	\$ (42,068.12)	\$ (5.59)	\$ 1,881,504.28
SOLID WASTE CLOSURE	\$ 710,785.60	\$ -	\$ -	\$ 5,473.21	\$ -	\$ -	\$ -	\$ 716,258.81
CONSERVATION TRUST	\$ 373,033.97	\$ -	\$ -	\$ 19,362.23	\$ -	\$ -	\$ -	\$ 392,396.20
FAIR FUND	\$ 338,272.31	\$ -	\$ -	\$ 32,282.00	\$ -	\$ (30,726.02)	\$ -	\$ 339,828.29
CAPITAL IMPROVEMENT	\$ 5,252,261.54	\$ -	\$ -	\$ 194,266.47	\$ -	\$ (47,428.77)	\$ (3,880.79)	\$ 5,395,218.45
AMBULANCE FUND	\$ 106,244.65	\$ -	\$ -	\$ 53,129.45	\$ -	\$ (59,294.46)	\$ -	\$ 100,079.64
% TAX COLLECTED TO DATE								97.17%
<b>TOTALS</b>	<b>\$ 32,958,143.68</b>	<b>\$ 1,726,601.34</b>	<b>\$ 98,395.89</b>	<b>\$ 3,203,735.34</b>	<b>\$ -</b>	<b>\$ (1,628,313.66)</b>	<b>\$ (44,753.68)</b>	<b>\$ 36,313,808.91</b>

STATE OF COLORADO )

: ss.

COUNTY OF LOGAN )


I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 5,092,090.55 for the month of JUNE 2022 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 2022 is \$ 64,202.96 which includes fees for the County and all taxing authorities.

  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of JULY 2022, by Patricia Bartlett, Logan County Treasurer.

Witness my hand and official seal.

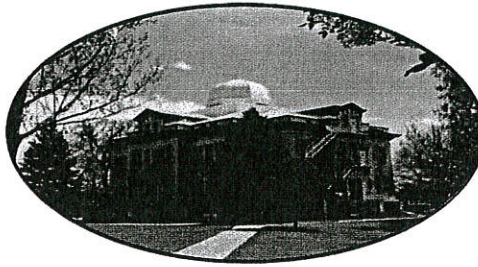
My Commission expires: September 19, 2023

  
Notary Public

VIRGINIA L. HOFFMANN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19914013081  
MY COMMISSION EXPIRES SEPTEMBER 19, 2023



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



315 Main St., Ste. 4  
Sterling, CO 80751  
Phone (970) 522-2462  
bartlett@logancountyco.gov  
<http://logancounty.colorado.gov/>

July 5, 2022

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 \$4,520.00.

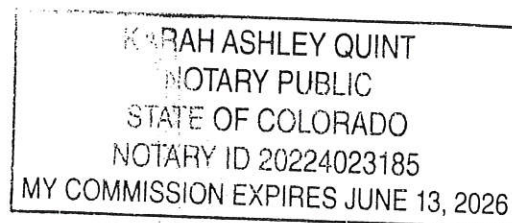
Patricia Bartlett, Logan County Public Trustee



STATE OF COLORADO)  
:SS.  
COUNTY OF LOGAN )

The foregoing instrument was acknowledged before me this 5th day of July, 2022, by Patricia Bartlett, Logan County Public Trustee. Witness my hand and official seal.

My commission expires: June 13, 2026

  
Notary Public



APRIL 2022 TOTALS									
RELEASE	DEED	CURE	FORECISR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
83	0	0	0	1	3	0	0	0	87
\$ 1,245.00	\$ -	\$ -	\$ -	\$ 35.00	\$ 225.00	\$ -	\$ -	\$ -	\$ 1,505.00

MAY 2022 TOTALS									
RELEASE	DEED	CURE	FORECISR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
71	0	0	2	2	0	0	0	0	75
\$ 1,065.00	\$ -	\$ -	\$ 300.00	\$ 70.00	\$ -	\$ -	\$ -	\$ -	\$ 1,435.00

JUNE 2022 TOTALS									
RELEASE	DEED	CURE	FORECISR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
88	0	1	1	0	1	0	0	0	91
\$ 1,320.00	\$ -	\$ 35.00	\$ 150.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 1,580.00

2ND QUARTER 2022 TOTALS									
RELEASE	DEED	CURE	FORECISR FEE	WITHDRAW	ESCROW	RESTART	RESCISSION	REDEMPTION FEE	TOTAL
242	0	0	2	3	3	0	0	0	253
\$ 2,310.00	\$ -	\$ -	\$ 300.00	\$ 105.00	\$ 225.00	\$ -	\$ -	\$ -	\$ 4,520.00



## SEMI ANNUAL REPORT OF LOGAN COUNTY TREASURER

JANUARY 1, 2022 THRU JUNE 30, 2022

FUND	BEGINNING BALANCE	REVENUES ALL RECEIPTS	DISBURSEMENTS EXPENDITURES	ENDING BALANCE
COUNTY GENERAL	\$ 12,955,627.94	\$ 11,132,754.89	\$ 7,180,368.26	\$ 16,908,014.57
ROAD & BRIDGE	\$ 7,387,816.60	\$ 3,323,274.16	\$ 2,640,813.10	\$ 8,070,277.66
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ 671,999.55
HUMAN SERVICES	\$ 1,761,664.50	\$ 3,049,286.59	\$ 2,336,281.10	\$ 2,474,669.99
CAPITAL EXPENDITURES	\$ 1,040,321.52	\$ 578,153.11	\$ 393,300.85	\$ 1,225,173.78
LOGAN COUNTY JUSTICE CENTER	\$ 859,877.07	\$ 279.54	\$ 860,156.61	\$ -
TELEVISION TRANSMITTER	\$ 130,840.27	\$ 57,224.33	\$ 21,802.21	\$ 166,262.39
PEST CONTROL	\$ 272,555.98	\$ 163,169.52	\$ 125,553.96	\$ 310,171.54
LOGAN CO LODGING TAX TOURISM FUND	\$ 172,605.99	\$ 57,709.48	\$ 93,691.72	\$ 136,623.75
L/C WASTE DISPOSAL FUND	\$ 2,087,707.70	\$ 289,925.25	\$ 496,128.67	\$ 1,881,504.28
L/C WASTE DISPOSAL CLOSURE COSTS	\$ 688,165.04	\$ 28,093.77	\$ -	\$ 716,258.81
CONSERVATION TRUST FUND	\$ 350,493.90	\$ 41,902.30	\$ -	\$ 392,396.20
LC FAIR FUND	\$ 203,798.84	\$ 220,302.00	\$ 84,272.55	\$ 339,828.29
CAPITAL IMPROVEMENT	\$ 4,080,780.32	\$ 2,014,662.55	\$ 700,224.42	\$ 5,395,218.45
LOGAN COUNTY AMBULANCE FUND	\$ 155,435.96	\$ 350,954.77	\$ 406,311.09	\$ 100,079.64
STERLING	\$ 14,120.36	\$ 1,402,509.32	\$ 1,175,900.82	\$ 240,728.86
FLEMING	\$ 730.07	\$ 59,282.42	\$ 47,651.54	\$ 12,360.95
PEETZ	\$ 435.88	\$ 38,995.88	\$ 32,125.90	\$ 7,305.86
CROOK	\$ 245.57	\$ 21,277.13	\$ 19,184.15	\$ 2,338.55
MERINO	\$ 80,077.73	\$ 26,300.81	\$ 89,440.88	\$ 16,937.66
ILIFF	\$ 271.04	\$ 11,719.66	\$ 10,223.49	\$ 1,767.21
STERLING ROAD & BRIDGE	\$ 1,178.29	\$ 149,868.05	\$ 65,097.43	\$ 85,948.91
FLEMING ROAD & BRIDGE	\$ 23.66	\$ 3,207.49	\$ 1,391.66	\$ 1,839.49
PEETZ ROAD & BRIDGE	\$ 0.00	\$ 1,548.45	\$ 660.42	\$ 888.03
CROOK ROAD & BRIDGE	\$ -	\$ 995.44	\$ 424.56	\$ 570.88
MERINO ROAD & BRIDGE	\$ 5,910.30	\$ 2,322.69	\$ 6,741.94	\$ 1,491.05
ILIFF ROAD & BRIDGE	\$ (0.00)	\$ 1,769.64	\$ 754.75	\$ 1,014.89
ASSURANCE	\$ 753.45	\$ 0.12	\$ -	\$ 753.57
CLERK ACCOUNT	\$ 485,891.04	\$ 3,297,218.86	\$ 3,307,980.73	\$ 475,129.17
CLERK COUNTY SURCHARGE	\$ -	\$ 2,806.67	\$ -	\$ 2,806.67
CLERK VITAL RECORDS	\$ 18.00	\$ 228.00	\$ 210.00	\$ 36.00
CLERK STATE	\$ 120.00	\$ 1,520.00	\$ 1,400.00	\$ 240.00
CLERK STATE SURCHARGE	\$ 904.67	\$ 5,613.33	\$ 5,672.00	\$ 846.00
COUNTY UTV	\$ -	\$ -	\$ -	\$ -
S.P. REGIONAL TRANSPORTATION AUTH	\$ -	\$ 7,228.52	\$ 7,228.52	\$ -
UNINSURED MOTORIST	\$ -	\$ 1,550.69	\$ -	\$ 1,550.69
DIVISION OF WILDLIFE	\$ -	\$ 19,722.39	\$ 19,722.39	\$ -
STATE MOBILE HOME LIEN FEE	\$ -	\$ -	\$ -	\$ -
P.I.L.T. DISTRIBUTION	\$ -	\$ 39,994.41	\$ 39,994.41	\$ -
NCWC	\$ 1,716.86	\$ 214,406.80	\$ 184,268.79	\$ 31,854.87
SPWC	\$ 1,697.96	\$ 207,969.54	\$ 178,089.91	\$ 31,577.59
FGWM LEVY	\$ 28.95	\$ 3,393.98	\$ 2,991.37	\$ 431.56
STERLING FIRE	\$ 6,942.72	\$ 866,154.75	\$ 692,874.52	\$ 180,222.95
CROOK FIRE	\$ 2,282.23	\$ 272,454.27	\$ 222,040.85	\$ 52,695.65
PEETZ FIRE	\$ 1,757.72	\$ 188,187.75	\$ 141,488.57	\$ 48,456.90
HAXTUN FIRE	\$ 397.99	\$ 46,641.77	\$ 42,261.70	\$ 4,778.06
HAXTUN FIRE PENSION	\$ 24.75	\$ 2,911.43	\$ 2,637.92	\$ 298.26
FLEMING FIRE	\$ 957.53	\$ 111,839.34	\$ 90,582.97	\$ 22,213.90
STERLING URBAN RENEWAL AUTHORITY	\$ 0.00	\$ 643,798.75	\$ 624,671.00	\$ 19,127.75
TAYLOR GRAZING ACT	\$ 758.06	\$ -	\$ -	\$ 758.06
U.S. MINERAL LEASES	\$ -	\$ -	\$ -	\$ -
SPEC-O-TAX CLASSES ABCD&F	\$ -	\$ 1,473,920.30	\$ 1,473,920.30	\$ -
C-PACE ACT	\$ -	\$ 13,105.88	\$ 13,105.88	\$ -
HAXTUN SOIL CONSERVATION DIST	\$ 44.59	\$ 5,120.47	\$ 4,463.87	\$ 701.19
LC WATER CONSERVANCY DIST	\$ 1,828.24	\$ 246,770.33	\$ 198,951.77	\$ 49,646.80
REPUBLICAN RIVER WATER CONSERVATION	\$ (0.00)	\$ 77,207.45	\$ 77,207.45	\$ -
ILIFF IRRIGATION	\$ -	\$ 23,593.86	\$ 22,599.52	\$ 994.34
LOGAN IRRIGATION	\$ 0.00	\$ 50,037.89	\$ 45,460.11	\$ 4,577.78
NORTH STERLING IRRIGATION	\$ -	\$ 784,983.77	\$ 753,515.63	\$ 31,468.14
ILIFF DRAINAGE	\$ -	\$ 1,588.30	\$ 1,418.68	\$ 169.62
FGMD WELL ASSESSMENT	\$ 0.00	\$ 1,258.56	\$ 1,258.56	\$ -
BOND & INTEREST	\$ -	\$ 15,668.49	\$ -	\$ 15,668.49
TREASURERS' DEED	\$ 10,087.83	\$ 1,248.80	\$ 10,857.24	\$ 479.39
PUBLIC TRUSTEE SPECIAL RESERVE FUND	\$ 15,598.59	\$ 895.51	\$ -	\$ 16,494.10
COUNTY TREASURERS COMMISSION & FEE	\$ 2.48	\$ 363,823.77	\$ 170.00	\$ 363,656.25
COUNTY CLERK'S FEE FUND	\$ -	\$ 158,312.44	\$ -	\$ 158,312.44
SHERIFF'S FEE FUND	\$ -	\$ 27,969.90	\$ 2,624.00	\$ 25,345.90



ASSESSORS FEES	\$ -	\$ 650.00	\$ -	\$ 650.00
PUBLIC TRUSTEE ACCOUNT	\$ 5,939.25	\$ 34,303.44	\$ 35,659.23	\$ 4,583.46
PUBLIC TRUSTEE ESCROW ACCT	\$ 16,536.26	\$ 1,483,354.10	\$ 1,496,811.89	\$ 3,078.47
PUBLIC TRUSTEE SALARY FUND	\$ 14,129.30	\$ 29,415.98	\$ 16,743.55	\$ 26,801.73
REDEMPTIONS	\$ 871.73	\$ 79,086.27	\$ 79,086.27	\$ 871.73
SUSPENSE	\$ 428,432.46	\$ 71,712.33	\$ 494,860.90	\$ 5,283.89
TAX ADVERTISING	\$ -	\$ 369.60	\$ -	\$ 369.60
RE-1 GENERAL FUND	\$ 73,494.09	\$ 6,971,506.82	\$ 6,902,830.98	\$ 142,169.93
RE-2J GENERAL FUND	\$ 2,227.14	\$ 210,199.55	\$ 208,800.42	\$ 3,626.27
RE-3 GENERAL FUND	\$ 11,041.64	\$ 1,383,736.00	\$ 1,377,983.90	\$ 16,793.74
RE-4J GENERAL FUND	\$ 6,514.03	\$ 774,536.03	\$ 766,058.66	\$ 14,991.40
RE-5 GENERAL FUND	\$ 14,366.37	\$ 1,653,049.99	\$ 1,646,825.96	\$ 20,590.40
RE-11J (WELD) GENERAL FUND	\$ 11.20	\$ 2,763.52	\$ 2,739.85	\$ 34.87
RE-1 BOND ISSUE 2006	\$ 2,868,368.14	\$ 3,670,087.20	\$ 2,016,158.89	\$ 4,522,296.45
RE-2 BOND	\$ 0.00	\$ 43,446.18	\$ 43,252.85	\$ 193.33
RE-3 BOND ISSUE 2006	\$ (0.00)	\$ -	\$ -	\$ (0.00)
RE-4J BOND ISSUE 2008	\$ 0.09	\$ 130,458.44	\$ 129,504.11	\$ 954.42
RE-11J BOND	\$ -	\$ 548.96	\$ 548.96	\$ -
AIMS COLLEGE GENERAL FUND (WELD)	\$ 11.21	\$ 3,211.02	\$ 3,188.56	\$ 33.67
6 MONTH FUND TOTAL	\$ 36,896,440.65	\$ 48,749,071.76	\$ 40,179,225.72	\$ 45,466,286.69

#### 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, 2022.

For six months - ending June 30, 2022. Filed in my office this 13th day of July 2022.

\_\_\_\_\_  
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, 2022.

*Patricia Bartlett*  
\_\_\_\_\_  
County Treasurer



\_\_\_\_\_  
Chairman

Published in the Sterling Journal Advocate

**LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR**

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR JUNE 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC	12.27	@ \$1.17	\$14.36
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	616.78	@ \$23.17	\$14,290.79
City of Sterling Dump Trucks	CL	115.36	@ \$23.17	\$2,672.89
General Public		59.79	@ \$23.17	\$1,385.33
Commercial (Packers & Roll Offs)	C	875.76	@ \$23.17	\$20,291.36
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	547.34	@ \$36.17	\$19,797.29
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	117.81	@ \$46.34	\$5,459.32
Industrial Waste Out of County	IDOC	11.22	@ \$72.34	\$811.65
Rural Free Certificates	NC	95.46	NC	
All County Vehicles	NCC	14.11	NC	
<b>TOTAL TONS</b>		<b>2465.90</b>		
\$10.00 MINIMUM DIFFERENTIAL				\$842.85
\$20.00 MINIMUM DIFFERENTIAL				-\$0.08
E-Waste Recycling		6 ITEMS		\$48.00
E-Waste Recycling	NCEW		NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		86	@ \$5.00	\$430.00
Truck Tires (CHG)			@ \$8.00	\$0.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		1	@ \$12.00	\$12.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		4	NC	
Appliances (CHG)		13	@ \$5.00	\$65.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$10.00	\$0.00
Total # of Vehicles		984		
<b>TOTAL OC &amp; IDOC</b>				<b>\$6,270.89</b>
<b>TOTAL IN COUNTY</b>				<b>\$59,849.87</b>
<b>GRAND TOTAL</b>				<b>\$66,120.76</b>

SIGNED BY:

DATE:

*Pam Jendig*  
*July 1, 2022*



## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jun-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	335.27	1124.72	\$9,104.64
CHARGE	1398.49	2805.58	\$39,957.78
CITY OF STERLING	732.14	1472.98	\$17,058.34
<b>TOTAL</b>	<b>2465.90</b>	<b>\$5,403.28</b>	<b>\$66,120.76</b>
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)			
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>2465.90</b>		

SIGNED BY: *Pam Jordeg*  
 DATE: *7-1-2022*

**PROFESSIONAL SERVICE AGREEMENT BETWEEN LOGAN COUNTY  
AND CAIRN DESIGN LLC  
ARCHITECTURAL/ENGINEERING SERVICES**

THIS AGREEMENT is made and entered into this 19<sup>th</sup> day of July, 2022, by and between Logan County, hereinafter referred to as "County," and Cairn Design, LLC, hereinafter referred to as "Contractor".

**WHEREAS**, County desires to retain Contractor to perform services as required by County and set forth in the attached Exhibits; and

**WHEREAS**, Contractor is willing and has the specific ability, qualifications, and time to perform the required services according to the terms of this Agreement; and

**WHEREAS**, Contractor is authorized to do business in the State of Colorado and has the time, skill, expertise, and experience necessary to provide the services as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Introduction.** The terms of this Agreement are contained in the terms recited in this document and in the attached Exhibits, each of which forms an integral part of this Agreement and are incorporated herein. The parties each acknowledge and agree that this Agreement, including the attached Exhibits, define the performance obligations of Contractor and Contractor's willingness and ability to meet those requirements (the "Work"). If a conflict occurs between this Agreement and any Exhibit or other attached document, the terms of this Agreement shall control, and the remaining order of precedence shall be based upon order of attachment.

Exhibit A consists of County's Request for Proposal (RFP) EC Community Center Building Addition Phase 1 Design Services and subsequent addenda.

Exhibit B consists of Contractor's Response to County's Request.

2. **Service or Work.** Contractor agrees to procure the materials, equipment and/or products necessary for the Work and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the Work described in the attached Exhibits. Contractor shall further be responsible for the timely completion and acknowledges that a failure to comply with the standards and requirements of Work within the time limits prescribed by County may result in County's decision to withhold payment or to terminate this Agreement.

3. **Term.** The term of this Agreement begins upon the date of the mutual execution of this Agreement and shall continue through and until Contractor's completion of the responsibilities described in the attached Exhibits. Both of the parties to this Agreement understand and agree that the laws of the State of Colorado prohibit County from entering into Agreements which bind County for periods longer than one year. This Agreement may be



extended upon mutual written agreement of the Parties.

**4. Termination; Breach; Cure.** County may terminate this Agreement for its own convenience upon thirty (30) days written notice to Contractor. Either Party may immediately terminate this Agreement upon material breach of the other party, however the breaching party shall have fifteen (15) days after receiving such notice to cure such breach. Upon termination, County shall take possession of all materials, equipment, tools and facilities owned by County which Contractor is using, by whatever method it deems expedient; and, Contractor shall deliver to County all drawings, drafts, or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by County, and these items, materials and documents shall be the property of County. Copies of work product that is incomplete at the time of termination shall be marked "DRAFT-INCOMPLETE." If this Agreement is terminated by County, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the County; (2) the reasonable value to County of the services which Contractor provided prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the County approves in writing which it determines is needed to accomplish an orderly termination of the work. County shall be entitled to the use of all material generated pursuant to this Agreement upon termination. Upon termination of this Agreement by County, Contractor shall have no claim of any kind whatsoever against the County by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed and/or materials described herein properly delivered.

**5. Extension or Amendment.** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by Contractor shall be the basis for additional compensation unless and until Contractor has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder. In the event that written authorization and acknowledgment by the County for such additional services is not timely executed and issued in strict accordance with this Agreement, Contractor's rights with respect to such additional services shall be deemed waived and such failure shall result in non-payment for such additional services or work performed. In the event the County shall require changes in the scope, character, or complexity of the work to be performed, and said changes cause an increase or decrease in the time required or the costs to the Contractor for performance, an equitable adjustment in fees and completion time shall be negotiated between the parties and this Agreement shall be modified accordingly by Change Order. Any claims by the Contractor for adjustment hereunder must be made in writing prior to performance of any work covered in the anticipated Change Order, unless approved and documented otherwise by the County Representative. Any change in work made without such prior Change Order shall be deemed covered in the compensation and time provisions of this Agreement, unless approved and documented otherwise by the County Representative.

**6. Compensation.** Upon Contractor's successful completion of the Work, and County's acceptance of the same, County agrees to pay Contractor an amount not to exceed \$74,055.00 as set forth in the Exhibits plus reimbursable expenses such as printing and mileage.



Contractor may make payment applications at milestone submissions with the final payment application after acceptance of the project by the County. No payment in excess of that set forth in the Exhibits will be made by County unless a Change Order authorizing such additional payment has been specifically approved by Logan County. If, at any time during the term or after termination or expiration of this Agreement, County reasonably determines that any payment made by County to Contractor was improper because the service for which payment was made did not perform as set forth in this Agreement, then upon written notice of such determination and request for reimbursement from County, Contractor shall forthwith return such payment(s) to County. Upon termination or expiration of this Agreement, unexpended funds advanced by County, if any, shall forthwith be returned to County. County will not withhold any taxes from monies paid to the Contractor hereunder and Contractor agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement.

**7. Independent Contractor.** Contractor agrees that it is an independent contractor and that Contractor's officers, agents or employees will not become employees of County, nor entitled to any employee benefits (including unemployment insurance or workers' compensation benefits) from County as a result of the execution of this Agreement. Contractor shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to this Agreement.

**8. Subcontractors.** Contractor acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of Contractor. Contractor shall not enter into any subcontractor agreements for the completion of the Work without County's prior written consent, which may be withheld in County's sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the Work during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Work. Contractor shall require each subcontractor, as approved by County and to the extent of the Work to be performed by the subcontractor, to be bound to Contractor by the terms of this Agreement, and to assume toward Contractor all the obligations and responsibilities which Contractor, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by Contractor and Contractor shall cooperate in such process. The Contractor shall be responsible for the acts and omissions of its agents, employees and subcontractors.

**9. Ownership.** All work and information obtained by Contractor under this Agreement or individual work order shall become or remain (as applicable), the property of County. In addition, all reports, documents, data, plans, drawings, records and computer files generated by Contractor in relation to this Agreement and all reports, test results and all other tangible materials obtained and/or produced in connection with the performance of this Agreement, whether or not such materials are in completed form, shall at all times be considered the property of the County. Contractor shall not make use of such material for purposes other than in connection with this Agreement without prior written approval of County.

**10. Confidentiality.** Confidential information of the Contractor should be transmitted separately from non-confidential information, clearly denoting in red on the relevant document at



the top the word, "CONFIDENTIAL." However, Contractor is advised that as a public entity, Logan County must comply with the provisions of the Colorado Open Records Act (CORA), C.R.S. 24-72-201, et seq., with regard to public records, and cannot guarantee the confidentiality of all documents. Contractor agrees to keep confidential all of County's confidential information. Contractor agrees not to sell, assign, distribute, or disclose any such confidential information to any other person or entity without seeking written permission from the County. Contractor agrees to advise its employees, agents, and consultants, of the confidential and proprietary nature of this confidential information and of the restrictions imposed by this Agreement.

**11. Warranty.** Contractor warrants that the Work performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. Contractor further represents and warrants that all Work shall be performed by qualified personnel in a professional manner, consistent with industry standards, and that all services will conform to applicable specifications. *For work in which Contractor produces a design to be used for construction purposes, Contractor shall carefully check all unit quantities and quantity calculations and shall submit them for County review.*

**12. Acceptance of Services Not a Waiver.** Upon completion of the Work, Contractor shall submit to County originals of all test results, reports, etc., generated during completion of this work. Acceptance by County of reports and incidental material(s) furnished under this Agreement shall not in any way relieve Contractor of responsibility for the quality and accuracy of the project. In no event shall any action by County hereunder constitute or be construed to be a waiver by County of any breach of this Agreement or default which may then exist on the part of Contractor, and County's action or inaction when any such breach or default exists shall not impair or prejudice any right or remedy available to County with respect to such breach or default. No assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach. Acceptance by the County of, or payment for, the Work completed under this Agreement shall not be construed as a waiver of any of the County's rights under this Agreement or under the law generally.

**13. Insurance.** Contractor must secure, before the commencement of the Work, the following insurance covering all operations, goods, and services provided pursuant to this Agreement, and shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. For all coverages, Contractor's insurer shall waive subrogation rights against County.

**a. Types of Insurance.**

*Workers' Compensation / Employer's Liability Insurance* as required by state statute, covering all of the Contractor's employees acting within the course and scope of their employment. The policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a Contractor or subcontractor is exempt under Colorado Workers' Compensation Act., AND when such Contractor or subcontractor executes the appropriate sole proprietor waiver form.

*Commercial General Liability Insurance* including public liability and property damage,



covering all operations required by the Work. Such policy shall include minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 Personal injury \$5,000; Medical payment per person.

*Automobile Liability Insurance:* Contractor shall maintain limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

*Professional Liability (Errors and Omissions Liability).* The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract. Contractor shall maintain limits for all claims covering wrongful acts, errors and/or omissions, including design errors, if applicable, for damage sustained by reason of or in the course of operations under this Contract resulting from professional services. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. Minimum Limits: \$1,000,000 Per Loss; \$2,000,000 Aggregate.

- b. Proof of Insurance. Upon County's request, Contractor shall provide to County a certificate of insurance, a policy, or other proof of insurance as determined in County's sole discretion. County may require Contractor to provide a certificate of insurance naming Logan County, Colorado, its elected officials, and its employees as an additional named insured.
- c. Subcontractor Insurance. Contractor hereby warrants that all subcontractors providing services under this Agreement have or will have the above described insurance prior to their commencement of the Work, or otherwise that they are covered by the Contractor's policies to the minimum limits as required herein. Contractor agrees to provide proof of insurance for all such subcontractors upon request by the County.
- d. No Limitation of Liability. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Contractor. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Work by the Contractor, its agents, representatives, employees, or subcontractors. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.
- e. Certification of Compliance with Insurance Requirements. The Contractor stipulates that it has met the insurance requirements identified herein. The Contractor shall be



responsible for the professional quality, technical accuracy, and quantity of all services provided, the timely delivery of said services, and the coordination of all services rendered by the Contractor and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**14. Indemnity.** The Contractor shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against any and all injury, loss, damage, liability, suits, actions, claims, or willful acts or omissions of any type or character arising out of the Work done in fulfillment of the terms of this Agreement or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the Contractor to conform to any statutes, ordinances, regulation, judicial decision, or other law or court decree. The Contractor shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the County. A failure to comply with this provision shall result in County's right to immediately terminate this Agreement.

**15. Non-Assignment.** Contractor may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by Contractor to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

**16. Examination of Records.** To the extent required by law, the Contractor agrees that an duly authorized representative of County, including the County Auditor, shall have access to and the right to examine and audit any books, documents, papers and records of Contractor, involving all matters and/or transactions related to this Agreement. Contractor agrees to maintain these documents for three years from the date of the last payment received.

**17. Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

**18. Notices.** County may designate, prior to commencement of Work, its project representative ("County Representative") who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to County Representative. All notices or other communications made by one party to the other concerning the terms and conditions of this contract shall be deemed delivered under the following circumstances:

- (a) personal service by a reputable courier service requiring signature for receipt; or
- (b) five (5) days following delivery to the United States Postal Service, postage prepaid



addressed to a party at the address set forth in this contract; or  
(c) electronic transmission via email at the address set forth below, where a receipt or acknowledgment is required and received by the sending party.

**19. Compliance with Law.** Contractor shall strictly comply with all applicable federal and State laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

**20. Non-Exclusive Agreement.** This Agreement is nonexclusive and County may engage or use other Contractors or persons to perform services of the same or similar nature.

**21. Entire Agreement/Modifications.** This Agreement including the Exhibits attached hereto and incorporated herein, contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiations, representations, and understandings or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

**22. Fund Availability.** Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Execution of this Agreement by County does not create an obligation on the part of County to expend funds not otherwise appropriated in each succeeding year.

**23. Employee Financial Interest/Conflict of Interest.** The signatories to this Agreement state that to their knowledge, no employee of Logan County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement.

**24. Survival of Termination.** The obligations of the parties under this Agreement that by their nature would continue beyond expiration or termination of this Agreement (including, without limitation, the warranties, indemnification obligations, confidentiality and record keeping requirements) shall survive any such expiration or termination.

**25. Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

**26. Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

**27. No Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an



incidental beneficiary only.

**28. Logan County Approval.** This Agreement shall not be valid until it has been approved by the Logan County, Colorado or its designee.

**29. Choice of Law/Jurisdiction.** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void. In the event of a legal dispute between the parties, Contractor agrees that the Logan County District Court shall have exclusive jurisdiction to resolve said dispute.

**30. Public Contracts for Services C.R.S. §8-17.5-101.** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement. Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Contractor shall not enter into a contract with a subcontractor that fails to certify with Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien Contractor shall notify the subcontractor and County within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Contractor shall not terminate the subcontract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the State of Colorado program, Contractor shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Contractor has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Contractor shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee and shall comply with all of the other requirements of the State of Colorado program. If Contractor fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this Agreement for breach, and if so terminated, Contractor shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Contractor receives federal or state funds under the contract, Contractor must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Contractor operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the

forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

**31. Attorney's Fees/Legal Costs.** In the event of a dispute between County and Contractor concerning this Agreement, the parties agree that each party shall be responsible for the payment of attorney fees and/or legal costs incurred by or on its own behalf.

**32. Binding Arbitration Prohibited.** Logan County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.

**33. Acknowledgment.** County and Contractor acknowledge that each has read this Agreement, understands it and agrees to be bound by its terms. Both parties further agree that this Agreement, with the attached Exhibits, is the complete and exclusive statement of agreement between the parties and supersedes all proposals or prior agreements, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

CONTRACTOR:

**Cairn Design, LLC**

By: \_\_\_\_\_  
Kenneth Caudle, PE  
Engineering Manager

\_\_\_\_\_  
Date of Signature

LOGAN COUNTY:

By: \_\_\_\_\_  
Byron H. Pelton, Chairman  
Board of County Commissioners

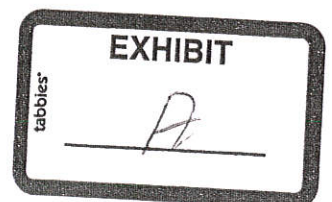
\_\_\_\_\_  
Date of Signature





# **LOGAN COUNTY REQUEST FOR PROPOSALS (RFP)**

## **EC Community Center Building Addition Phase I Design Services**



**LOGAN COUNTY**, Colorado (hereinafter referenced as "County") is soliciting proposals from highly qualified **Consultants** to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds. The scope of this project is to design a building addition to be used as a multi-purpose Community Center for events such as weddings, meetings, equipment shows and other indoor activities.

The bidder shall provide a proposal to include detailed plans and technical specifications for complete **design and engineering** to include but not limited to HVAC, restrooms, doors, windows, lighting, flooring and industrial kitchen.

**GENERAL SPECIFICATIONS, CONDITIONS AND INFORMATION:**

- **100'x80' steel building** attached to existing Exhibit Center Building  
(See Attachment A for "sample" design and site pictures)
- **Industrial style interior design** (i.e. liner panel on interior walls, exposed spiral duct work)
- **Timber style gable entrance with brick accent** (Attachment A)
- **Main Entrance door** – automotive showroom door 108"x84"
- **HVAC** – heating and air-conditioning (forced air)
- **Lighting**
- **Restrooms**
- **Industrial Kitchen** – includes design and fully functioning
- **Acoustic Design**
- **Dirt work** to prepare site and drainage
- **The bidder acknowledges** that all contracts are subject to approval by the **Logan County Commissioners**. Bidder should not incur any costs prior to receipt of the signed contract approved by the County. Any costs incurred by bidder prior to receipt of an approved contract are the sole responsibility of the applicable bidder. Any costs incurred by bidder in preparation of its bid are the sole responsibility of the applicable bidder.

**PROJECT SCOPE:**

In general, the selected Consultant will be required to perform the following -

- Attend a community kickoff meeting to determine feasibility and support of a community center.
- Develop construction documents suitable for bidding purposes.
- Attend one (1) pre-bid meeting to answer questions of prospective construction bidders.
- Prepare and distribute project addenda during the construction bid period.
- Attend one (1) preconstruction meeting to review the project scope and answer questions from the selected contractor.
- Provide full construction administration/clerking services during construction activities until final project completion. Expected to inspect site work weekly or as necessary and hold a weekly site meeting with county representatives or as needed.
- Complete construction punch list and attend punch list walkthrough with county representatives to denote remaining construction items and any areas of concern prior to project completion.

**OBJECTIVES OF PROJECT:**

- **Accessibility:** Coordinate with County to ensure the project will provide equitable access, exceeding ADA standards at completion.



- Collaboration: Collaborate with the County to provide an updated facility that meets the needs and vision of the county.
- Time is of the essence and important this project begins construction or is completed on or before July 1, 2023.

**DESIGN SERVICES:**

- Inspect the site to become familiar with the existing conditions of the project site.
- Review existing plans to validate feasibility of proposed solutions.
- All design documents should include any necessary code improvements for existing affected areas to ensure successful construction.
- Drawings shall include all necessary information in adequate detail to permit construction of the complete project by a contractor.
- Wherever practical and economically feasible, the design shall adopt the operations practices of the energy and resources standards of the Energy Star programs.
- The design shall meet the code requirements in effect at the time of plan submission.

**SUPPLEMENTAL SERVICES:**

- A supplementary service fee may be negotiated as part of the final contract for services or goods that are deemed to be outside the basic scope and services.
- Any additional proposed services and related costs must be submitted by the consultant to the county in writing, and the county must approve all supplementary service items, prior to commencing the additional activities.
- Services that may require the use of supplemental fees under this contract include graphic design services for interpretive signage, civil site services for underground drainage or utilities, supplementary survey data, borings and test pits, and other similar items. Printing and related deliverables beyond those outlined herein may also be compensated from the supplemental service fees upon request and approval by the County. The final supplemental service fee will be set by the County as part of the fee negotiation process after selection of a firm based on qualifications.

**SUPPLEMENTAL REQUIREMENTS:**

- In order to be considered, the qualifications proposal must be submitted to the County and should include:
  - A proposed work program detailing the phases, tasks, and sub tasks of the project based upon the Scope of Services in this request.
  - A detailed timeline for the completion of the project, showing timing for each phase, task, and sub task identified above.
  - A detailed organizational chart and management approach, including descriptions of the use of any subcontractors.
  - A brief description of the proposed team, identifying each key member, their respective responsibilities, and the anticipated percentage of their time to be allocated to this project.
  - The County reserves the right to be the sole judge of the suitability of the proposed services for its intended use, and further specifically reserves the right to make the award in the best interests of the County.
  - This will be a qualification-based selection process which will be based on, but not limited to, the following factors:
    - experience working on similar projects,

- years of experience in the industry,
- availability,
- and recent similar projects.

#### **NOTICE TO BIDDERS – TIMELINE AND INSTRUCTIONS**

**Requests for clarification** concerning this RFP must be submitted in writing to either BidNet.com or emailed to **Chance Wright (Buildings and Grounds Supervisor)** [cwright@logancountyco.gov](mailto:cwright@logancountyco.gov) no later than **5:00 pm MST on June 1, 2022**. All clarification requests with County response will be made available via BidNet.com.

**Electronic submittals are preferred.** In lieu of electronic submissions, hard copy responses must be submitted in a sealed package marked **“EC Community Center Building Addition Phase I Design Services”**.

Faxed submittals will not be considered. Each submittal shall be valid for a period of not less than **thirty (30)** days from the date of receipt by County. The submittals shall be retained by County and will not be returned.

Proposals shall follow the requirements outlined and be received by **mail or via BidNet.com**, or in person no later than **5:00 PM MST on June 6, 2022** to:

**Logan County Board of Commissioners, 315 Main Street, Sterling, CO 80751**

**RE: EC Community Center Building Addition Phase I Design Services**

Proposals received prior to **June 6, 2022** will be kept unopened in a secure place.

Late or unsigned bids will not be accepted or considered. It is the responsibility of the Bidder to ensure that the proposal arrives on or prior to the deadline indicated.

**Proposals** shall be opened & reviewed on **June 7, 2022** during the **Board of County Commissioners** business meeting.

**Bid awards** will be officially determined on **June 21, 2022** during the **Board of County Commissioners** business meeting.

Bidders are expected to examine the RFP specifications, schedule of delivery, and all instructions. Failure to do so will be at the Bidder's risk.

The successful Bidder will be required to enter into a Professional Services Agreement with the **Logan County Board of County Commissioners**, sample included as Exhibit B.

**Logan County** reserves the right to reject any and all proposals or cancel this Request for Proposals at any time without prior notice. The low bid may not be the awarded bid.



Responded June 2, 2022

1. Does the existing Exhibit Building need ADA upgrades? No
2. Does the building have an existing fire alarm system? No
  - a. If possible, please provide a photo of the fire alarm system control panel.
3. Does the building have an existing fire sprinkler system? Yes
  - b. If possible, please provide a photo of the sprinkler riser. See attached
4. If the building is not currently provided with a fire sprinkler system, is there a municipal water source available? Yes
5. Is commissioning service needed? A/E team to include commissioning or will this be by third party? Please clarify. Do not understand question.
4. What equipment will be in the kitchen? Would like a 3 compartment sink with available counter top. Currently there is a 2-door stainless steel commercial freezer; 3- door stainless steel commercial refrigerator, and a commercial large flat iron cooktop. Existing equipment is in good condition so will consider adding equipment to what is mentioned.
5. How many Type I or Type II hoods will be used? We would need guidance on this question.
6. Is there natural gas onsite? Yes
7. Please clarify whether A/E team is responsible for the full design, performance specifications only, or rough-in only. Full design on a-e
  - a. Data communication
  - b. CCTV surveillance camera
  - c. Electronic access control
  - d. Overhead paging/music
  - e. Burglar alarm
8. Is lightning protection system desired? Probably a good idea due to items listed in 8
9. Is survey data available? Not current information. Information from 1990 is available on BidNet.
10. Is geotech data available? Same answer as 10
11. In the Request for Proposal section General Specification, Conditions, and Information it mentions Acoustic Design. What specific acoustic concerns are there? Due to the size of the building and ceiling height, we want to make sure people are able to hear and understand speakers or activity around them.
12. Could there be two separate events occurring at the same time in each building? Yes. The other building is a large indoor arena, plus a class room and office space.

13. What types of events are held in the existing Exhibit Center Building? It varies, but mostly livestock events. Although weddings or other events have been held it doesn't meet the needs as well. Our local College also rents it during the winter for their equine program.

14. Will there be permanent speakers in the Community Center or will different events bring their own? Our preference is to have permanent speakers and sound system.



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Response to:

Request for Proposal

## ARCHITECTURAL & ENGINEERING CONSULTANT DESIGN SERVICES FOR EC COMMUNITY CENTER ADDITION REQUEST FOR PROPOSAL

Submitted by:  
Cairn Design, LLC  
1805 Sheely Drive  
Fort Collins, CO 80526  
(970) 286-7968

Date: June 6, 2022

### General Information

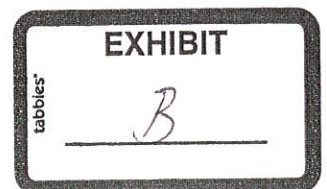
#### Point of Contact

Ken Caudle, PE  
Cairn Design, LLC  
1805 Sheely Drive  
Fort Collins, CO 80527  
(970) 286-7968  
ken@cairndesignllc.com



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Ken Caudle, PE



## **Summary**

This response to the RFP is hereby submitted by Cairn Design, LLC with the following design team.

### **Project Management**

Cairn Design, LLC is submitting this proposal and will be the prime. Cairn Design, LLC will lead all project management duties.

### **Architectural**

The proposed architectural design team for this project is Cairn Design, LLC. Cairn Design, LLC is, woman-owned small businesses and will provide architectural design and project coordination. Cairn Design, LLC will also coordinate with select pre-engineered metal building suppliers to assist in the design and specification of the building structure to ensure the design is within the specified budget.

### **Electrical Engineering**

Cairn Design, LLC.

### **Structural Engineering**

JVA, Inc.

### **Civil Engineering**

i2 Consultants, Inc.

### **Mechanical and Plumbing Engineering**

PCD Engineering (Now Bowman)

### **Kitchen Hood and Makeup Systems**

Fry Engineering, Inc.

### **Team History**

The principals of Cairn Design, LLC have been working on projects together since the mid 1990's. They have been consultants on each other's projects periodically during this time and decided to create Cairn Design, LLC in 2017. Cairn Design, LLC has teamed with PCD Engineering, I2 Consultants, Fry Engineering and JVA, Inc. on several projects periodically over the years. The project manager for Cairn Design, LLC was the Director of Engineering for PCD Engineering prior to starting Cairn Design, LLC and maintains a working partnership with PCD Engineering. Currently Cairn Design, LLC, JVA, Inc., Fry Engineering, Inc. and I2 Consultants, Inc. are on a team awarded an On-Call contract with Weld County.

### **Statement of Understanding**

Cairn Design, LLC and the sub-consultants listed herein have thoroughly reviewed the issued RFP and all addenda. The general scope, as it pertains to the design and construction of the facility is understood.



***A proposed work program detailing the phases, tasks, and sub tasks of the project based upon the Scope of Services in this request.***

From the kick-off meeting through design, the team will transfer the knowledge of what the client and end users require in their facility and use this information to develop a design that meets the needs of the occupants at the budgets set by the funding. This information will be ascertained by design meetings and interviews with the end users. The flow of information in both directions and effective communication will allow the design team to actively massage the design to benefit of the project and keep the client informed of design changes as they happen.

The Cairn Design, LLC project manager, Ken Caudle, will be a consistent presence throughout design and construction. By having this constant point of contact, the team will be able to ensure the flow of information and receive positive feedback from the end users. The project manager will record and issue meeting minutes and develop a Design Progress Log that will include the proposed design schedule, information required for the design, the responsible party, due date, schedule impact and completion date. Copies of the Design Progress Log will be provided to everyone on the team prior to the design meetings. Meeting minutes will be kept by the project manager and issued to the team after each design meeting. The design schedule will be updated weekly and any delays noted

The design team will provide current sets of plans at each meeting to review with the County. These plans will be notated and marked up during each meeting in order to ensure the design progresses and all comments are incorporated before the next meeting.

Full size pdf sets of the design documents will be provided at the milestone submissions. Smaller print outs will be provided at the design meetings for review and mark-ups. Full size pdf and hard copy (if necessary) of signed and sealed drawings and specifications will be provided at the design completion for permit and construction.

For the existing portions of the facilities, obtaining accurate as-built information by field surveys, will be the first task for the design. The designers will use this information to define the limits of demolition and the condition of any existing system to remain. The condition of the systems will be evaluated, and the design team will make recommendations on replacing or keeping the system. Once the as-built conditions are complete, the team will start design meetings to develop the scope for the project and continue this process until the design is complete. As the floor plans are developed and approved the ceiling plans, chases and details will be provided to the MEP consultants to develop the systems plans.

The architectural team will develop the building plans to incorporate the required user and equipment spaces. Once the building layout is firm, the building plans will be shared with the consultants for their use in designing the site, structural and MEP plans.

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The project manager will constantly review the documents during design for quality control and coordination.

Scheduling multiple entities has its challenges; however, we understand the requirements of each member of the team and strive to provide each with the tools and time needed for a successful design. Throughout the design, the team will need adequate time to develop their portions of the project, but also time to coordinate with all the other team members. The owner likewise needs sufficient time to review the project and provide feedback. Visual schedules allow the team to see the end result of delaying any milestones.

Having one point of contact keeps continuity throughout the project. The project manager for Cairn Design, LLC will be a constant presence throughout the process. The project manager has successfully worked with all the sub-consultants on the team and understands the requirements necessary to ensure a smooth design process. Each team member has a duty to provide the rest of the design team adequate time to incorporate any changes and to coordinate with their disciplines.

Collaborating with suppliers and manufacturers provides a mutual overall benefit to the project. Monitoring the budgets and expected construction costs as the design progresses will help to ensure the project meets the financial obligations the County and their taxpayers. Keeping tabs early on will allow design changes to happen without considerable expense of time and money. During the planning phase, RS Means and other cost estimating guides will be used to keep the budget on track.

Cairn Design, LLC utilizes the latest in CAD software to create our designs. The technical capabilities of all the consultants are in line with modern design firms. Each consulting design firm uses CAD software as well as discipline specific design software to guarantee proper coordination and industry standard design.

By teaming and partnering together, Cairn Design, LLC and our consultants have allocated our staff workload to allow for a completed project on schedule. We also have a network of contract drafters and designers to assist when needed. Cairn Design, LLC and their consultants have the manpower and resources to commit to the schedule shown in this proposal. As a small business, Cairn Design, LLC is selective on the types and quantity of projects we pursue to ensure we have the resources to stay on schedule.



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**A detailed timeline for the completion of the project, showing timing for each phase, task, and sub task identified above.**

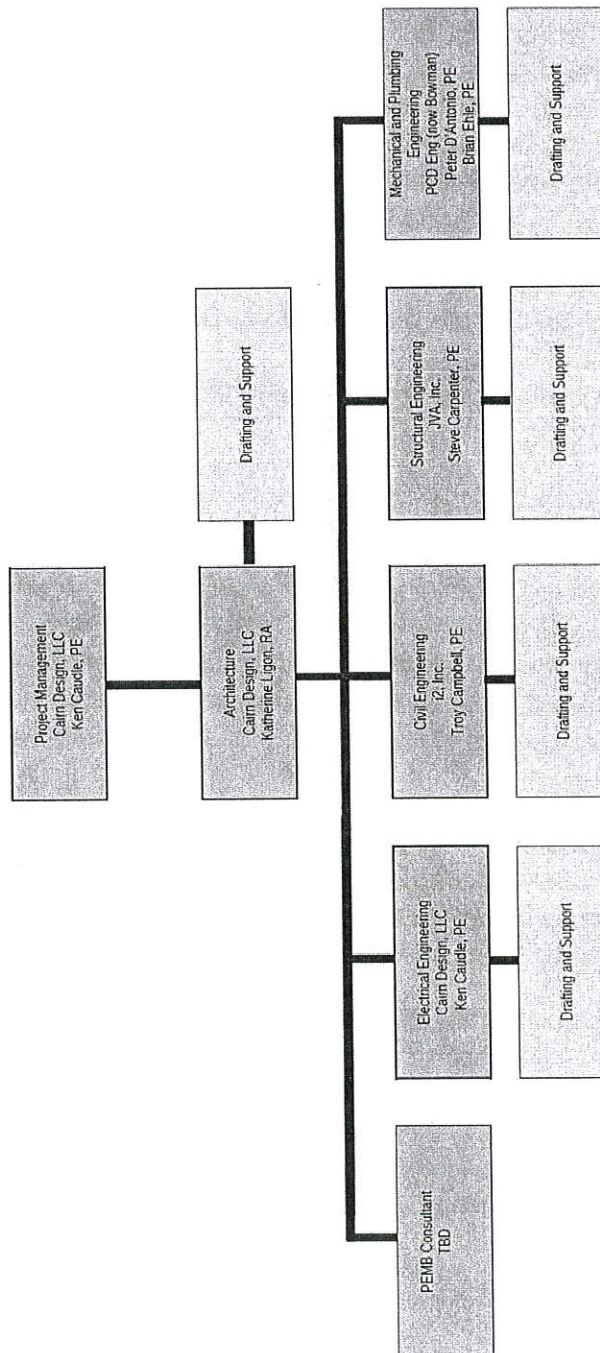
Cairn Design, LLC and the sub-consultants propose and commit to the following schedule:

Weekly Progress																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Award																
Kick-Off Meeting																
Complete As-Builts and Survey																
Field Verification																
Develop Floor Plans																
SD Submission																
County Review																
DD Submission																
County Review																
CD Submission																
County Review																
Permit/Bid Submission																

The design team will attempt to compress the time frame of the schedule. The schedule can be negotiated with the County to reduce the number of submissions/review periods to provide a permitting and bid set expeditiously.

**A detailed organizational chart and management approach, including descriptions of the use of any subcontractors.**

## Organizational Chart





## **CAIRN DESIGN, LLC** *leading high performance building solutions*

***A brief description of the proposed team, identifying each key member, their respective responsibilities, and the anticipated percentage of their time to be allocated to this project.***

### **Cairn Design, LLC – Project Management, Architecture and Electrical**

Ken Caudle, PE – PM and Electrical / Katherine Ligon, RA – Architecture

Cairn Design, LLC, started in 2017 and located in Fort Collins, Colorado provides architectural and engineering services to the Colorado Front Range. As a woman-owned small business, we specialize in municipal; commercial; higher education; federal and local government; space planning; tenant fit-out; and telecommunications projects. We work to integrate high performance, sustainable principles in every design. With more than 50 years, combined, in the business, the owners of Cairn Design, LLC in Fort Collins, Colorado offer expert in-house Architectural and Engineering services. We are licensed in several states throughout the country and are qualified to add more as needed. Primary areas of expertise include telecommunications; sustainable design; and commercial, higher education, and federal and local government projects. We have broad experience in both new construction and renovation projects. Our focus is working as a team with all members of the design process, the owners, the users, the contractors and the consultants.

Cairn Design, LLC has experience working with county and municipal governments and was awarded multiple On-Call contracts with Weld County.

Cairn Design, LLC will spend approximately 40-50% of their design time on this project, until completion.

### **JVA, Inc. - Structural**

Steve Carpenter, PE – Structural

JVA, Incorporated is a consulting structural, civil and environmental engineering firm headquartered in Boulder, Colorado with offices in Fort Collins, Winter Park, Glenwood Springs and Denver. JVA has a 63-year history of engineering experience serving architects and owners on building projects, site development and water/wastewater projects throughout the Rocky Mountain area and nationwide. Our current staff size is 115. The principals are registered in Colorado and every state across the country.

As a leader in public work, our municipal experience includes town halls, community/senior centers, libraries, public safety facilities, fire stations and public parks. JVA's municipal work in Northern Colorado includes projects in Greeley, Fort Collins, Windsor, Johnstown, Erie and Firestone. We provided services on the recently completed Fort Collins Museum & Science Discovery Center.

JVA's office and commercial experience includes projects across the nation. Our early involvement to evaluate alternative building systems is important and we have expertise in Pre-Engineered metal buildings, structural steel, light gauge load-bearing steel, masonry, precast concrete, tilt-up concrete, and post-tensioned concrete structures.

JVA has the manpower to apply approximately 50% of their time to this project during design.

## **i2 Consultants, Inc. - Civil Engineering**

Troy Campbell, PE – Civil

i2 Consultants, Inc. formed in early 2020, as there was an opportunity in civil engineering to provide excellent and timely service for land development and municipal clients and projects throughout Colorado. i2 Consultants, Inc. provides civil engineering design for multiple private and municipal projects such as the following: Fort Collins Montessori School, Fort Collins, Colorado; Frederick-Firestone Fire Protection District Station No. 4, Frederick, Colorado; Berthoud Public Works Building; Town of Firestone Town Hall Building Addition, Firestone, Colorado; and Coyote Gulch Regional Park, Northern Colorado.

i2 Consultants, Inc. will allocate up to 40% of their time to this project.

## **PCD Engineering / Bowman – Mechanical and Plumbing Engineering**

Peter D'Antonio, PE / Brian Ehle, PE – Mechanical and Plumbing

PCD | Bowman is a recognized leader in creating safe and operationally efficient municipal facilities. Our primary building services include mechanical, plumbing and fire protection analysis and design, forensic engineering, energy analysis, commissioning and building performance verification. We are focused on building analysis, investigation and testing. Our team is a diverse group of experienced experts.

In November 2021, PCD Engineering officially joined Bowman Consulting Group Ltd (Bowman), a trusted, multi-faceted professional services firm offering a broad range of infrastructure, environmental management, energy and real estate solutions to both public and private clients across the country.

PCD/Bowman has the ability to provide 40% of their design time to this project.

## **Fry Engineering – Kitchen Systems Engineering**

Shane Fry, PE – Kitchen Systems

Fry Engineering offers over 25 years' experience in a combination of areas. This experience enables Fry Engineering to provide high quality design work that meets project and code requirements. Our principal's experience in mechanical contracting and air balancing fields gives us the ability to assess feasibility, cost and ease of implementation from a contractor's perspective. This combined with skills in design, consulting and project commissioning results in superior design for our clients.

Fry Engineering, Inc. provides HVAC and Plumbing engineering, design and consulting services for projects throughout Colorado. Our firm covers a wide variety of commercial and industrial projects including; restaurants, retail spaces, commercial kitchens, offices, schools, hospitals and manufacturing facilities.

Fry Engineering, works ardently throughout the project to ensure the clients' needs, expectations and project specifications are met.

Fry Engineering, Inc. has the ability to provide 40% of their design time to this project.



**Resumes - Cairn Design, LLC**



**Ken Caudle, PE, LEED AP**

**Project Manager**

Ken has over 30 years' experience as a project manager and electrical, security, and communications engineer and has been the Engineering Manager at Cairn Design, LLC since 2017. He has and continues to provide design services for a variety of clients in the institutional, government and private sectors. He is an electrical system specialist. His responsibilities include expert technical plan/specification development, peer review and quality assurance field testing. Ken leads forensic investigations, condition surveys, field performance testing, technical report preparation and provided overall quality assurance. He is a Professional Electrical Engineer. With his experience in the medical and lab

fields he was chosen to lead the electrical committee to update and rewrite the 2008 edition of the Design Requirements Manual for the National Institutes of Health.

**EDUCATION**

B.S. in Electrical Engineering Technology 1991  
University of North Carolina at Charlotte

**REGISTRATIONS**

Professional Engineer (PE) – CO, NC, VA, MD, WY, CA	1999 – 1 <sup>st</sup> Registration
Registered Communication Distribution Designer (RCDD)	2003 - Inactive
LEED AP	2004

**PROFESSIONAL AFFILIATIONS**

Building Industry Consulting Services Inc. (BICSI) US Green Building Council

**EXPERIENCE**

Engineering Manager - Cairn Design, LLC, Fort Collins, CO  
Director of Engineering - PCD Engineering, Longmont, CO  
Electrical Department Head/Manager - Alphatec, PC, Washington, DC  
Electrical Engineer - Optima Engineering, Charlotte, NC

**EXPERTISE**

Medium and low voltage power distribution	Building electrical systems
Interior and exterior lighting	Security, Access Control and CCTV
Building and outside plant communications	Fire alarm and control systems
Project coordination	Cost Estimating
Field surveys and construction administration	Emergency power systems

**RELEVANT PROJECTS (PARTIAL LIST):**

City of Boulder Brenton Building Office Renovation, Boulder, CO  
City of Boulder Atrium Building Assessment, Boulder, CO  
City of Boulder Fleet Maintenance Generator, Boulder CO  
City of Boulder Charging Stations, Multiple Sites, Boulder, CO  
Weld County Sheriff's Range and Classroom Building  
Weld County Centennial Courtrooms, DA Offices and HVAC Upgrades

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## **Katherine Ligon, RA, LEED AP**

### **Owner/Architect**

Katherine has over 20 years of experience in architecture. Prior to creating Cairn Design, LLC in 2017, she worked for private consulting firms as well as the George Washington University system during her career. Her focus on planning and attention to detail has set her apart from many of her peers. As an architect, she gained valuable experience designing large, high-tech office and data center spaces for the national banks in her area. Higher education has also been a pertinent part of her design career and led her to become the Senior Planner and Campus Architect for George Washington University where she was able to work on many of the campus' varied projects.

### **EDUCATION**

North Carolina State University  
Bachelor of Science, Architecture

2000

### **REGISTRATIONS & CERTIFICATIONS**

Registered Architect – (RA) NC and CO  
LEED AP BD+C

### **EXPERIENCE**

Owner/Architect – Carin Design, LLC, Fort Collins, CO  
Architect/Senior Planner - George Washington University, Washington, DC  
Architect - Alex Jordan, Washington, DC  
Sustainability Consultant - GreenShape, Washington, DC  
Architect - Chatelain Architects, Washington, DC  
Intern Architect / Sustainable Design Coordinator - Walter Robbs Callahan and Pierce Architects, Winston Salem, NC

### **RELEVANT PROJECTS (PARTIAL LIST):**

Weld County Administration Building Construction Documents, Greeley CO  
Weld County Administration Building Space Planning, Greeley CO  
Weld County Generator Enclosure Southeast Service Center, Firestone, CO  
Excel Electric Office Building, Longmont, CO  
Westin Lobby Coffee Shop, Westminster, CO  
Wachovia Linden Center, Winston-Salem, NC  
Weld County Treasurer's Office, Greeley CO  
Weld County Public Works Storage Building, Greeley CO  
Weld County Centennial Courtrooms and DA Offices, Greeley CO  
Weld County Sheriff's Range and Classroom Building, Greeley CO  
Weld County Jail Courtroom, Greeley CO  
Weld County Justice Services Offices, Greeley CO



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STEVEN D. CARPENTER, PE, LEED AP  
PRINCIPAL IN CHARGE ■ FORT COLLINS ■ STRUCTURAL ENGINEERING

## Education

B.S.C.E., North Carolina  
State University, 1988

M.C.E., North Carolina  
State University, 1991

## Registrations

Professional Engineer  
Colorado, North  
Carolina, Tennessee,  
Wyoming, Nebraska,  
Montana, Iowa

LEED AP BD+C

## Professional Organizations

USGBC

ICRI

SEAC

## Project Experience

2018-2021 - City of Fort Collins Architectural On-Call

- Over 25 on-call Projects with the City of Fort Collins including play structures, light pole bases, transformer pads, generator pads, roof investigations, storage buildings, utility vaults, handicap ramps, etc.

2013 - Present - Poudre School District On-Call Type Projects

- Over 40 on-call type Projects with PSD including structural items related to MEP upgrades, secure entries, re-roofing projects, tenant improvements, etc.

2016 - Present - Jefferson County "Summer Wonders" Projects

- Each year Jefferson County does major MEP/Architectural renovations to two schools in their system. JVA Inc. has provided structural design/analysis as required for these Projects on an ongoing basis.

2019 Larimer County Livermore Maintenance Facility

2019 Larimer County Estes Park Maintenance Facility

2019 Platte River Power Authority HQ Building and Fleet Maintenance Facility

2019 City of Fountain Utility Operations Center

2016 PSD Bond - Wellington HS/MS

2016 PSD Bond - Prospect HS/MS

2016 PSD Bond - District Stadium

Vikan Middle School Addition and Renovations, Brighton, CO

Adams 12, Arapahoe Ridge Elementary Addition, Westminster, CO

Adams 12, Cotton Creek Elementary Addition, Broomfield, CO

BVSD - New Emerald Elementary School, Broomfield, CO

Sterling Schools 2014 Major Mechanical Renovations, Sterling, CO

CSU Medical Center, Colorado State University, Fort Collins, CO

CSU Richardson Design Center Level 1 Documents

CSU ARDEC

CSURF 2537 Research Boulevard Office Building - Fort Collins, CO

CSURF CAT 23, Lot 2 - Fort Collins, CO

FRCC Larimer Redcloud Peak Renovations - Fort Collins, CO

FRCC Larimer Mt. Antero Additions and Renovations - Fort Collins, CO

FRCC Larimer Blanca Peak Renovations - Fort Collins, CO

University of Wyoming - Energy Resource Center, Laramie, WY

University of Wyoming - Performing Arts Center, Laramie, WY

University of Wyoming - Enzi STEM Building, Laramie, WY

Casper College - Music Building, Casper, WY

*Steve has over thirty years of experience planning, scheduling, and coordinating projects. He has a proven commitment to meeting deadlines while maintaining accuracy and attention to detail. Steve will serve as Principal as well as Project Manager and will oversee the structural analysis, design, and drawing production.*

Years at JVA: 9

Estimated Availability: 25%-50% depending on project scope

**Troy W. Campbell, PE,**  
President/Senior Project Engineer

**i2**

**Consultants, Inc.**

16911 Potts Place, Mead, CO  
970.217.9148

**Education**

B.S., Civil Engineering, Gonzaga University –  
Spokane, WA  
M.B.A., Colorado State University – Ft. Collins, CO

**Registration**

Colorado, Licensed Professional Engineer (#41159)

**Industry Tenure**

26 Years

Mr. Campbell has more than 26 years of diverse civil engineering experience. Troy formed i2 Consultants, Inc. in early 2020, as there was an opportunity in civil engineering to provide excellent and timely service for land development and municipal clients and projects. Mr. Campbell's experience extends across the Front Range of Colorado and into mountain communities.

The following accomplishments are representative of Troy's project abilities relevant to this proposal:

Frederick-Firestone Fire Protection District Fire Station No. 4, Frederick, CO  
Thornton Fire Department Warm Vehicle Storage Building, Thornton, CO  
Town of Firestone Public Works Building Addition Water Quality, SWMP and Drainage Design, Firestone, CO  
Town of Firestone Town Hall Building Addition, Firestone, CO  
Berthoud Public Works Building, Berthoud, CO\*  
Windsor Pediatric Dentistry, Windsor, CO  
Ginnala Office Building, Loveland, CO  
Cleveland Station, Loveland, CO  
Subaru of Loveland Building Additions, Loveland, CO  
High Plains Library District Gilcrest, CO\*  
High Plains Library District Building Addition, Greeley, CO\*  
3rd Street Roadway and Utility Design, Mead, CO  
Agfinity/Cenex Site Redevelopment, Greeley, CO  
Agfinity Station Mead, Mead, CO  
East Countyline Road Bridge over St. Vrain Creek, Boulder County, CO\*  
83rd Street Bridge over the Little Thompson River, Boulder County, CO\*  
Sunset Street Bridge over the St. Vrain Creek, Longmont, CO\*  
Stormwater Management Plan for US-285 & SH-9 Improvements, Fairplay, Park County, CO\*

\*Completed while with a different firm



**Peter D'Antonio, PE CEM LEED AP**  
**Principal in Charge**

Peter has nearly 30 years' experience managing municipal projects and brings a passion, partnership and commitment to maintaining project schedules and budgets. He is a recognized expert in high performance building design. Peter will provide program support and quality control.

University of Colorado, Boulder, CO 1991-1993  
Master of Science in Building Systems Engineering  
University of Maryland, College Park, MD 1986-1991  
Bachelor of Science in Civil Engineering

**REGISTRATIONS & CERTIFICATIONS**

Professional Engineer (PE) in the States of AR, AZ, CA, CO, TX, UT, WY  
Valid NCEES National Engineering Record  
Certified Energy Manager (CEM)  
Leadership in Energy and Environmental Efficiency, Accredited Professional (LEED AP)  
International Institute for Sustainability Laboratories (I2SL) Member

**PROFESSIONAL ASSOCIATIONS AND ACTIVITIES**

- Colorado Energy Office (CEO) – Consultant/Advisor
- City of Longmont, Member - Master Board of Appeals
- Association of Energy Engineers (AEE) – Board of Directors; Membership Committee Chair
- United States Green Building Council (USGBC) – Board of Directors; Advocacy Chair
- American Society of Heating, Refrigeration & Air Conditioning Engineers (ASHRAE) – Technical Committee TC7.6 Building Energy Performance member & Region XIII Technical Committee
- IGERT (National Science Foundation Research Traineeship Program, Board of Directors
- Editorial Advisory Board – Consulting-Specifying Engineer Magazine
- Editorial Advisory Board – Heating, Piping, Air Conditioning Magazine

**EXPERIENCE**

EUA Cogenex (Highland Energy Group), Boulder, CO  
Dewberry and Davis, Annapolis, MD

**PRESENTATIONS/SPEAKING ENGAGEMENT**

USGBC, Rocky Mountain Green, Denver, CO – Sustaining Building Performance, 2015  
USGBC, Rocky Mountain Green, Denver, Planning/Achieving Net-Zero Energy, 2014  
Society of Military Engineers (SAME), Cheyenne, CO – Building Commissioning, 2012

**RELEVANT PROJECTS (PARTIAL LIST):**

Boulder County - Justice Center Mechanical/Electrical Upgrades, Boulder, CO  
City of Longmont, Terry Street Fire Station No. 1, Longmont, CO  
City of Longmont, Twin Peaks Golf Course Clubhouse, Longmont, CO  
City of Longmont, Fire Station Back-Up Generator Upgrades, Longmont, CO  
City of Longmont, 911 Call Center, Longmont, CO  
City and County of Broomfield, The Bay Aquatic Park  
State of Colorado, DMVA/COANG – Security Lighting Upgrades, Watkins, CO  
City of Littleton, Bemis Library Renovations, Littleton, CO  
City of Brighton, New City Hall, Brighton, CO  
City of Aurora Photovoltaic Systems, Aurora, CO

**Brian Ehle, PE**  
**Project Manager**

Brian has 7 years experience in project management, design and development of mechanical, electrical and plumbing systems. He is an expert in CAD/BIM operations and a skilled producer of documentation and drawings associated with system design. He is recognized for his ability to improve design concepts and construction efficiency. His focused work in municipal projects results in practical, cost-effective and durable designs to meet the project budget requirements.

University of North Dakota, Grand Forks, ND  
Bachelor of Science in Mechanical Engineering

2014

**PROFESSIONAL REGISTRATIONS**

Professional Engineer (PE) in the State of CO

**PROFESSIONAL ASSOCIATIONS AND ACTIVITIES**

American Society of Heating Refrigeration and Air Conditioning Engineers (member)

**EXPERIENCE:**

Belfay Engineering, Denver, CO

**RELEVANT PROJECTS (PARTIAL LIST):**

Boulder County, Inmate Holding Infill, Boulder County Justice Center  
Boulder County, Dispatch Center Renovation, Boulder County Jail  
Boulder County, Walden Ponds, Maintenance Building Remodel, Boulder, CO  
Boulder County, Southeast Services HUB, Lafayette, CO  
City of Westminster, City Park Fitness Center  
City of Westminster, Fire Station Pressurization Study and Remediation  
Weld County, Welding Shop, Greeley, CO  
Weld County, Health Lab Renovation, Greeley, CO  
Weld County, Justice Center West Annex Remodel, Greeley, CO  
Weld County, Centennial Courtroom, Greeley, CO  
City of Littleton, Bemis Library Renovations, Littleton, CO



**Fry Engineering**  
**Shane Fry, PE,**

**FryCo Systems, Inc. and Fry Engineering, Inc., Fort Collins, CO**

*President: 2000 – present.*

*Principal Mechanical Engineer*

**Qualifications**

Colorado Licensed Professional Engineer

Wyoming Licensed Professional Engineer

National Balancing Institute certification.

Commercial air balancing and systems diagnostics certification.

Mechanical Contractor licenses in multiple jurisdictions.

ASHRAE Full Member (American Society of Heating, Refrigeration, and Air Conditioning Engineers)

ASPE Full Member (American Society of Plumbing Engineers)

**Education**

*University of North Dakota (UND): B.S. in Mechanical Engineering and a Minor in Math - Graduated with honors.*

**Engineering Responsibilities:**

**HVAC/R Design** - Designing high performance and energy efficient HVAC systems for a wide range of municipal, commercial, industrial, and institutional clients. These systems include complex multi-zone systems to simple single roof top unit (RTU) systems. I routinely perform heating and cooling load calculations as well as duct design calculations. A few of the systems and technologies I work with include precision DOAS (Dedicated Outdoor Air System) units, variable speed compressors, Demand Control Ventilation systems, Commercial Kitchen Ventilation Systems (Hood Systems), VAV systems, hydronic heating and cooling systems, comfort heating and cooling systems, walk-in cooler and freezers, process ventilation, and building management systems for HVAC control. My engineering experience is varied and extensive. Our HVAC projects include new construction, remodels, repair, and alteration. My recent design experience includes a wide variety of municipal design projects for Weld County, CO.

**Plumbing Design** - I regularly design high performance and efficient Plumbing systems for our municipal, commercial, industrial, and institutional clients. My scope of plumbing design work includes domestic hot and cold-water systems, drain / waste / vent systems, sanitary and grease sewer, grease traps, hot water recirculation systems, fuel gas systems, water storage and pumping systems, and building water service.

## **Similar Projects**

### **Weld County Sheriff's Range and Classroom – Weld County, Nunn, CO**

Team: Cairn Design, LLC; JVA, Inc.; Fry Engineering, Inc.

This project included developing approximately 80 acres of undeveloped land in rural Weld County. Cairn Design assisted the County with regulatory changes in the land use by completing the ZPAG process which included community involvement and public review. Cairn Design, LLC provided project management, architectural design, electrical engineering, and coordination with the PEMB consultant. The 8,000 sqft PEMB, training building consists of two 100 person classrooms, large break room, restrooms with showers, offices and storage. Under construction to be completed this year. The project has a design and construction budget of \$8.3M.

### **Weld County Public Works Storage Building – Weld County, Greeley, CO**

Team: Cairn Design, LLC; JVA, Inc.; Fry Engineering, Inc.

This project included the design and construction administration for a new vehicle storage building for Weld County on their Greeley campus. Cairn Design, LLC provided project management, architectural design, electrical engineering, and coordination with the PEMB consultant. The project consists of a 15,000 sqft, pre-engineered metal, 6-Bay vehicle storage building. Under construction to be completed this year. The project has a design and construction budget of \$1.5M.

### **Weld County West Annex Renovation – Weld County, Greeley, CO**

Team: Cairn Design, LLC; JVA, Inc.; PCD Engineering, Inc.

This project included the design and construction administration for a renovation and addition for Weld County in downtown Greeley. Two adjacent single-story offices buildings were renovated with a new connector for the Weld County Justice Services Department. Each renovated building was provided with updated systems and layouts as required by the scope with a new connector between the buildings that was part of the egress system and included a common work and file area. Cairn Design, LLC provided project management, architectural design, and electrical engineering. Completed in 2020. The project has a design and construction budget of \$610,000.

### **Weld County Treasurer's Renovation – Weld County, Greeley, CO**

Team: Cairn Design, LLC; Fry Engineering, Inc.

This project included the design and construction administration for a renovation for Weld County on their Greeley campus. The renovation included multiple offices, meeting rooms, restrooms, large break room, a training room and customer counters. Cairn Design, LLC provided project management, architectural design, and electrical engineering. Completed in 2021. The project has a design and construction budget of \$525,000.

Contact for the above: Toby Taylor - Director - Weld County Buildings & Grounds - Greeley, CO  
970.400.2020 [ttaylor@weldgov.com](mailto:ttaylor@weldgov.com)

Along with the projects listed above, Cairn Design, LLC, PCD Engineering, Inc. and Fry Engineering, Inc. have design experience with numerous restaurants and commercial kitchens.



**CAIRN DESIGN, LLC**  
*leading high performance building solutions*

Cairn Design, LLC submits the following bid for design and construction administration services as indicated for the amount of: **\$ 74,055.00.**

The design and construction administration services include:

- Topographical survey of the location, adjacent structures and utilities
- Architectural design using a pre-engineered metal building
- Civil design
- Mechanical, Electrical, and Plumbing design
- Structural design
- Design-Build specifications for a fire suppression system
- Kitchen design as described in the RFP

Exclusions:

- Changes to the existing building(s) except as noted in the RFP
- Changes to the site work beyond the scope of the new addition
- Geotechnical report

# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

***\*\* Please print and review all 3 pages and bring to the meeting \*\****

Date: 7/11/2022

Event / Project: Volunteer Incentive - Cowboy Breakfast

Responsible Party: (Signature) Marilee Johnson, Tourist Center Director

Funds Payable to: (Organization) Sterling Lions Club

Mailing Address: \_\_\_\_\_

Date(s) of Activity: August 3, 2022

Amount requested: up to \$250

**Complete attached application form.**

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website [www.exploresterling.com](http://www.exploresterling.com) must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**



# Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

**THANK YOU!!**

\*\*\*\*\*

## THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 250<sup>00</sup> (up to) for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 7/11/22

LCLTB Treasurer's Endorsement [Signature] Date: 7/11/22

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

# LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

**\*\* Please print and review BOTH pages and bring to the meeting \*\***

Date: JUNE 6 2022 Project Title: LOCAL JUNE / JULY JUNE

Responsible Party: (Signature) [Signature] RICHARD A. DONTIVEROS

Funds Payable to: (Organization) Logan County ARTS League

Mailing Address: PO Box 973 Sterling CO 80751

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

**Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.**

Date(s) of Activity: JUNE 18 & 25  
JULY 1, 8, 15, 22 & 29

Total cost of project: \$13,000

Amount requested: \$1105.00

Approved \$1000.00

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

Funds to be used for advertising  
with more than 50% used outside Logan County

The following information is vital if a request for funds is to be considered. **Please include on a separate sheet with the proposal.**

1. Show the complete name of the project to be promoted, advertised or marketed.
2. Identify and provide information about the group or organization making the request, including name and phone number of the person in charge.
3. Describe the project and plans to promote, advertise or market it.
4. Provide an outline of the budget established for the event.
5. Detail what percentage of total amount budgeted is being requested from the Lodging Tax Board. Remember, the funds are for tourism for Logan County.
6. Advertising is to include the words "Funds provided by www.ExploreSterling.com".
7. **Fifty percent or more** of the advertising funds used to promote the event must be spent to reach **outside of Logan County.**
8. Funds are not paid up front. A receipt or invoice for an expense must be presented, showing the actual amount spent before that money is released.
9. Receipts and invoices must be presented for payment **within 90 days of the completion of the event.**
10. The Lodging Tax Board requests a follow-up report after the event. If this is an event that will occur again, it is hoped that help from Lodging Tax funds in early years will help an event eventually become self-supporting.

See Reverse Side



## Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the other side of this form, attaching additional information as requested below and submitting the entire request before the Lodging Tax Board at their next monthly meeting. Names of Board members, as well as the time and date of each monthly meeting, are available by inquiring at the Logan County Commissioners' Office (970-522-0888). Please provide **TWELVE copies** of the completed proposal (one for each Board member). The presentation of your event request, including time to answer questions from the Board, should be kept to a maximum of 10 minutes.

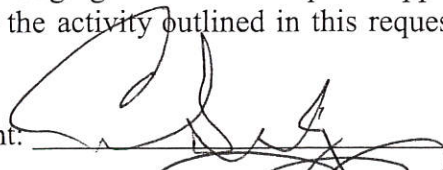
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal at the same meeting. The Board may also review and discuss a new proposal at the meeting when it is submitted, then vote on it at the next meeting.


Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible the person submitting the proposal should attend the County Commissioners' meeting.** Check with their office for time and date of the next Commissioners meeting. This will also be announced at the Lodging Tax Board meeting.

\*\*\*\*\*

### THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 1000<sup>00</sup> for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 7/11/22

LCLTB Treasurer's Endorsement  Date: 7/11/22

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

**Reimbursement forms** must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

THANK YOU!!

July Jamz 2022

## Sponsorship / Other Revenue / Expenses

Performer Fees			Advertising Cost		
7/1	Rusty 44	\$ 1,800.00			
	includes PA				
7/8	The Matt Pack	\$ 1,500.00	KPMX & 94.5 The Ranch	\$ 304.00	
	includes PA		KSID / Sidney, NE	\$ 301.00	
7/15	DOTSERO	\$ 1,800.00	Journal-Advocate / SPS	\$ 200.00	
	Bob Josjor / sound tech	\$ 800.00	104.7 The Pirate / Greeley	\$ 300.00	
7/22	Hector Anchondo Band	\$ 1,600.00			
	Bob Josjor / sound tech	\$ 800.00	Lodging Tax Board Request	\$ 1,105.00	
7/29	Abe Mac Band	\$ 1,500.00			
	Bob Josjor / sound tech	\$ 800.00			
Total Fees		\$ 10,600.00			
	Budget	\$ -	other expenses		
	over/under	(10,600.00)			
Title Sponsor: (\$5000)			Tee Shirts for volunteers		
			Tee Shirts for frozen T Challenge	\$ -	
			promo items Flexi Flyers w/logo	\$ -	
			Liability Insurance	\$ 1,200.00	
			Sterling Trophy	\$ -	
Triple Platinum Sponsor: (\$3000)				\$ 1,200.00	
Double Platinum (\$2000)					
Platinum (\$1000)			Media "In-Kind" Sponsors		
	Expert Electric	\$ 1,000.00	J-A / SPS	\$ 1,000.00	
	Transwest	\$ 1,000.00	KSID / Sidney	\$ 250.00	
	Wright Law Firm	\$ 1,000.00	KPMX / 94.5 The Ranch	\$ 1,000.00	
Gold (\$500)			Other "In-Kind" Sponsors		
	Better Electric	\$ 500.00	Maricks Waste Disposal	sponsor \$ 1,000.00	
	El Sabor de la Vida	\$ 500.00	Signal Graphics	posters and other printing	
	First Farm Bank	\$ 500.00	Logan County Commissioners	Gazebo	
	Kim's Fashion Eyewear	\$ 500.00	Holiday Inn Express		
	Murphy Insurance	\$ 500.00			
	Platte Valley Hearing Center				
	Smart Parts	\$ 500.00			
	The Hot Spot Smokehouse				
	Wells Fargo Advisors	\$ 500.00			
	Williams Lowery Fredregill Law Firm	\$ 500.00			
Double Grammy (\$250)					
	Bank of Colorado	\$ 250.00			
	Bayley Mechanical	\$ 250.00			
	Cecilia's Kitchen	\$ 250.00			
	Chamberlin's LLC	\$ 250.00			
	Collectibles & Moor	\$ 250.00			
	Dianne Budin at Vandenberg Realty	\$ 250.00			
	GOAL Academy High School	\$ 250.00			
	High Plains Spice Company	\$ 250.00			
	Premier Farm Credit	\$ 250.00			
	South Platte Auto				
	Sterling Federal Credit Union	\$ 250.00			
	Stonegate Horizons	\$ 250.00			
	TBK Bank	\$ 250.00			
	Zoe's Nook	\$ 250.00			
Grammy (\$100)					
	Bob Blach / New York Life	\$ 100.00			
	Brandon Steele / Edward Jones	\$ 100.00			
	Brenda Robinette Insurance Agency	\$ 100.00			
	Cattleya				
	Colter Energy	\$ 100.00			
	Credible Payments	\$ 100.00			
	Dales's Jewelry	\$ 100.00			
	Hootenannies	\$ 100.00			
	Hot Java Express	\$ 100.00			
	Hug In An Envelope	\$ 100.00			
	Jackson Insurance Agency	\$ 100.00			
	KC's Music	\$ 100.00			
	Lenox Realty LLC				
	Nicki Swedlund / Edward Jones	\$ 100.00			
	Northeast Colorado Title Company	\$ 100.00			
	Northeastern Dance Academy	\$ 100.00			
	Performance Plus				
	PFS Insurance				
	Sir's Hair Styling	\$ 100.00			
	Sterling Creatives	\$ 100.00			
	Sweetly Vintage	\$ 100.00			
	Terry's Computer Asylum	\$ 100.00			
	The Wax Room				
	Town Square Realty	\$ 100.00			
	Walker Pharmacy	\$ 100.00			
Total Sponsorship pledged		\$ 12,250.00			



# Active LOCAL Contact List 05-03-2022

Last	First	Street	City	State	Zip	Home	Cell	E-mail	Active Date	Positions
Davidson	Loretta	P.O. Box 1545	Sterling	CO	80751		970-466-1082	retta0813@gmail.com	10/25/2018	Treasurer
DeSanti	Jane		Sterling	CO	80751		970-370-3987	bigdogranch@yahoo.com	3/1/2022	
Eaton	Brandon Jess (BJ)	124 Phelps	Sterling	CO	80751		303-408-4186	beeiayeaton@gmail.com	5/3/2022	
Eaton	Sarah	124 Phelps	Sterling	CO	80751		303-229-9051	sarah.davis.eaton@gmail.com	5/3/2022	
Fredregill	Bryson	710 Taylor Street	Sterling	CO	80751		970-580-4569	bfredregill@awwlawyers.com	2/26/2018	Membership Chair
Harless	Kylee		Iliff	CO			970-520-7801	kylee.e.harless@gmail.com	7/6/2020	Marketing/Web Design
Kailey	Cassie	11441 CR 4	Merino	CO	80741		303-704-7488	kaileycassie@yahoo.com	7/6/2021	Secretary/Birding Committee Chair
Merkel	Linda	1409 S. 11th Ave	Sterling	CO	80751		303-653-3259	linda.merkel@njc.edu	7/26/2018	Vice President
Ontiveros	Richard	P.O. Box 1531	Sterling	CO	80751		970-520-0429	raontiveros@iglide.net	long time	President
Rice	Andy	816 Park Street	Sterling	CO	80751		970-520-9778	andy@kpmx.com	7/7/2020	
Ritter	Mandy	306 Villa Vista Street	Sterling	CO	80851		970-571-7179	amanda.wesley10@gmail.com	2/26/2018	SCD_Program Director
Ross	Will	311 Franklin	Sterling	CO	80751		307-223-4303	willross.art@gmail.com	9/17/2019	
Youngers	Peter	1418 Adams Circle	Sterling	CO	80751	970-522-2040	970-520-1679	pyoungers@sterlingcomputer.net	7/26/2018	

**INTERGOVERNMENTAL AGREEMENT**

**General Election  
November 8, 2022**

**LOGAN COUNTY**

**JUL 11 2022**

**CLERK & REC**

THIS AGREEMENT is made and entered into this 11 day of July, 2022, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Peetz Plateau School District RE-5** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

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

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



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

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

## **2. BALLOT CERTIFICATION:**

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

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

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

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



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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

8. **TESTING OF BALLOTS:**

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

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

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



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

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

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

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

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

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

**12. RECOUNT:**

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

**13. WRITE-IN CANDIDATES:**

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

**14. CANCELLATION OF ELECTION:**

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

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

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

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

19. **WAIVER OF CLAIMS:**

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



## 20. LIMITATIONS OF DAMAGES:

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

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

### 1. COSTS:

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

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

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

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

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

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

3. **ELECTION JUDGES:**

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

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



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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

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

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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



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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

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

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

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

**LOGAN COUNTY CLERK AND RECORDER**



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

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

Attest:

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

(seal)

By: \_\_\_\_\_  
Chairman of the Board

**Peetz Plateau School District RE-5**

By: Jeff S Durbin

Printed Name: Jeff S Durbin

Title: Supt. of School

Designated Election Official for the Entity:

Jeff S Durbin

Mailing Address: PO Box 39

Peetz CO 80747

Phone: (970) 334 - 2361

Fax: (970) 334 - 2360

Email: durbinj@peetzschool.org



## ELECTION DEADLINES/IMPORTANT DATES

\* \* \* \* \*

On or before **Tuesday, August 30, 2022**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 6, 2022**: 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 9, 2022**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days

**Friday, September 23, 2022**: 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 26, 2022**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 14, 2022**: 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 8, 2022**: 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](mailto: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 9, 2022.

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](mailto: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, strikeouts, strikethroughs, 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](mailto: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 within 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 8, 2022:

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 TABOR. 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:

2021 (Current fiscal year estimated)	[\$1,000,000]
2020 (Actual)	[\$1,000,000]
2019 (Actual)	[\$1,000,000]
2018 (Actual)	[\$1,000,000]
2017 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending:  
Overall dollar amount change:

[Insert % of overall 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



# Broadcast Contract

## Stormy Productions & Logan County Fair

### Stormy Productions will provide the following:

- Live video streaming of 2022 listed livestock shows and Jr Livestock Auction
- Broadcast will be available your county's choice of either Facebook Live or YouTube
- If you intend to have bidders viewing the sale remotely, Zoom will be used for the sale. Zoom access information will be made available in time for the county to distribute with bidder numbers (*NOTE: It is not possible for us to produce the event including remote bidding. This must be used to allow bidders know when to call in to bid, or bid by other methods offered by your fair*)
- Multiple cameras will be used when possible
- Cost of service will be covered by sponsorships, and Stormy Productions will pay a \$250 fee to LC Fair for the right to sell exclusive sponsorships.

### Logan County Fair will provide the following:

- Complete schedule of dates and anticipated times of events
- A suitable area for Stormy Productions to set up equipment, including access to electricity.
- On-site internet access if possible. If your facility does not have internet access available at the setup area, we need to know ASAP so other arrangements can be made
- Editor Access to your Facebook page (If we are streaming to FB live)
- Exclusive live event coverage
- Promotion of streaming event with a "presented by" mention of any sponsors
- A primary contact that is available during setup and reachable during event streaming

### INTERNET QUESTIONNAIRE

Preferred stream destination: \_\_\_\_\_ Facebook Page \_\_\_\_\_ YouTube

Do you have internet access on-site? \_\_\_\_\_ Yes, Hard-Wired \_\_\_\_\_ Yes, Wireless \_\_\_\_\_ No

If yes, will access be shared with others during events? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, can you provide a speed test, specifically for uploads? \_\_\_\_\_ Mbps

(continued on page 2)

Stormy Productions  
1015 W. 1<sup>st</sup> Ave, Yuma, CO 80759 – (970) 630-5886 – [Jeremy@StormyProductions.TV](mailto:Jeremy@StormyProductions.TV)

## YOUR EVENTS

Please list your shows and sale here. If the events happen in different areas of your fairgrounds, please note that on location. It will require us to move equipment.

EVENT NAME	DATE	APPROX. TIME	LOCATION
Performance Horse Show	7-31	9am	
Ranch Horse Show	8-1	9am	
Gymkhana	8-2	9am	
Swine	8-3	8am	
Sheep	8-3	1pm	
Goat	8-4	8am	
Beef	8-5	8am	
Jr. Livestock Sale	8-6	12:30	

Any changes to this contract must be agreed to by both parties.

STORMY PRODUCTIONS

COUNTY FAIR

SIGNED:



SIGNED: \_\_\_\_\_

PRINTED: Jeremy Weathers

PRINTED: \_\_\_\_\_

TITLE: Owner

TITLE: \_\_\_\_\_

DATE: 7/11/22

DATE: \_\_\_\_\_