



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, July 2, 2019 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the June 18, and June 27, 2019 meetings.

Acknowledge receipt of the Veteran's Service Officer's monthly report and certification of pay form for the month of June, 2019.

Unfinished Business

Consideration of the award of the bid for the construction of a carport near the Courthouse Annex.

New Business

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election November 5, 2019.

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 Coordinated Election November 5, 2019.

Consideration of the approval of Resolution 2019-32 granting an Amended Conditional Use Permit (CUP) for the construction, maintenance and operation of a Solar Generation Project operated by Highline Services, LLC, consisting of approximately 5700 solar modules with total production not to exceed two (2) megawatts, as well as inverters and a ground-mounted racking system using 3 single-axis tracker systems, located on a 4.3 acre parcel leased from Colorado State Land Board and a contiguous 7 acre parcel leased from Highline Electric Association in the Northeast Quarter (NE1/4) of Section 13, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

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

Consideration of the approval of a Contract for Services between Logan County and Gila LLC, a Texas limited liability company, d/b/a/ Municipal Services Bureau (MSB) for online payment processing services for the Logan County Sheriff's Office.

Other Business

Miscellaneous Business/Announcements

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

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

Executive Session as Needed

June 18, 2019

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rachelle Stebakken	Logan County Deputy Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Rob Quint	Planning and Zoning
Samuel Meza	Royalty Property Maintenance, LLC
Jason Koester	
Kelly Pickering	
Dave Pickering	
Jeff Rice	Journal Advocate

Chairman McBride called the meeting to order at 9:34 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 11, 2019 meeting.
- Acknowledgment of the receipt of the Treasurer's report for the month of May, 2019.
- Acknowledgment of the receipt of the Clerk and Recorder's report for the month of May, 2019
- Acknowledgment of the receipt of the Landfill Supervisor's report for the month of May, 2019.
- Approval of an application for renewal of a Fermented Malt Beverage On/Off Premises license on behalf of Lu's Buffalo Stop, Inc.

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

Chairman McBride continued with New Business:

The Board opened bids for the construction of a carport near the Courthouse Annex.

- American Building Systems LLC – Base building total of \$30,028.00

Commissioner Bauder moved to refer the bid to Chance Wright with Logan County Maintenance Department for his review and approval. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Bauder moved to approve Resolution 2019-27 concerning Emergency Medical Services in Logan County. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Bauder moved to approve a Petition for Abatement of Taxes on behalf of Patricia Bartlett, Logan County Treasurer for 2019 Jeopardy abatement based on 2018 levies for a mobile home that has been destroyed in the

amount of \$128.42 and allow the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Bauder abstained from voting on the Travel Trailer Camping Area Resolution 2019-28, 2019-29 and 2019-30 due to being in the RV Business.

Chairman McBride opened a public hearing in consideration of the approval of Resolution No. 2019-28 and an application for Special Use Permit #229 on behalf of David and Cynthia Pickering for operation of a Six-space Travel Trailer Camping Area on a tract of land in the SE/4SE/4 of Section 28, Township 8 North, Range 53 West of the 6th Principal Meridian, at 14765 Hwy 14, Sterling, Colorado. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve Resolution No. 2019-28 and an application for Special Use Permit #229 on behalf of David and Cynthia Pickering for operation of a Six-space Travel Trailer Camping Area on a tract of land in the SE/4SE/4 of Section 28, Township 8 North, Range 53 West of the 6th Principal Meridian, at 14765 Hwy 14, Sterling, Colorado. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride opened a public hearing in consideration of the approval of Resolution No. 2019-29 and an application for Special Use Permit #230 on behalf of Jason E. and Nicole Koester for operation of a Three-space Travel Trailer Camping Area on a property described as a parcel of land in the Southeast Quarter (SE1/4) of Section 2, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado at 11101 CR 35, Sterling, Colorado. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve Resolution No. 2019-29 and an application for Special Use Permit #230 on behalf of Jason E. and Nicole Koester for operation of a Three-space Travel Trailer Camping Area on a property described as a parcel of land in the Southeast Quarter (SE1/4) of Section 2, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado at 11101 CR 35, Sterling, Colorado. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride opened a public hearing in the consideration of the approval of Resolution 2019-30 and application for Special Use Permit #231 on behalf of Patti R. and Kelly D. Pickering for operation of a Six-space Travel Trailer Camping Area on a parcel of land in the SE/4SW/4 Section 10, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado at 15451 CR 22, Sterling, Colorado. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Pelton moved to approve Resolution 2019-30 and application for Special Use Permit #231 on behalf of Patti R. and Kelly D. Pickering for operation of a Six-space Travel Trailer Camping Area on a parcel of land in the SE/4SW/4 Section 10, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado at 15451 CR 22, Sterling, Colorado. Chairman McBride seconded and the motion carried 2-0.

Chairman McBride opened a public hearing in consideration of the approval of Resolution No. 2019-31 to amend the Logan County, Colorado Zoning Regulations adopted by resolution on the 10th day of October, 1973; rezoning parts of said county and amending the district zoning map on behalf of Royal Property Maintenance, LLC in the SE1/4SE1/4 of Section 28, Township 8 North, Range 53 West of the Sixth Principal Meridian at 14835 Hwy 14, Sterling, Colorado. Rob Quint with the Logan County Planning and Zoning office explained the application. There being no further comment, Chairman McBride closed the public hearing.

Commissioner Bauder moved to approve Resolution No. 2019-31 to amend the Logan County, Colorado Zoning Regulations adopted by resolution on the 10th day of October, 1973; rezoning parts of said county and amending the district zoning map on behalf of Royal Property Maintenance, LLC in the SE1/4SE1/4 of Section 28, Township 8 North, Range 53 West of the Sixth Principal Meridian at 14835 Hwy 14, Sterling, Colorado. Commissioner Pelton seconded and the motion carried 3-0.

There will be a special meeting Thursday, June 27, 2019 at 9:00 a.m. in regards to the IGA with the City of Sterling.

The next business meeting will be scheduled for Tuesday, July 2, 2019 at 9:30 a.m. at the Logan County Courthouse.

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

There being no further business to come before the Board, the meeting adjourned at 9:49 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: July 2, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder

June 27, 2019

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

Joseph A. McBride	Chairman-Via Phone
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Traci Hill	Logan County Chief Deputy Clerk
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Donald Sailing	City of Sterling
Lavon Ritter	City of Sterling
Sara Waite	Journal Advocate

Vice Chairman Bauder called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance. Vice Chairman Bauder asked if there were any revisions for the agenda. Vice Chairman Bauder made a motion to add the Motor Vehicle Lease Agreement between the City and the County and sign two titles to transfer ambulance ownership to Banner Health. Commissioner Pelton seconded and the motion carried 3-0

Vice Chairman Bauder continued with New Business:

Commissioner Pelton moved to approve an Intergovernmental Agreement between the City of Sterling and Logan County for the provision of the following services for residents of the City and County: Logan County Ambulance, Logan County Landfill, Logan County Jail, Sewage Collection on County Road 37, South Platte Valley Regional Transportation Authority, Sunset Memorial Garden Cemetery, Building Permits, Special Event Permits. Vice Chairman Bauder seconded the motion.

Chairman Bauder opened the meeting for public comments:

- Vice Chairman Bauder thanked to City of Sterling, Banner Health and fellow Commissioner's on reaching an agreement to benefit the citizens of Logan County.
- Commissioner Pelton thanked the City of Sterling for negotiating an equitable IGA between the City and County.
- Commissioner McBride expressed his appreciation for the collaboration between the City of Sterling, Banner Health and the County to update the IGA that will benefit all Logan County Citizens.

Vice Chairman Bauder closed the public comment and the motion carried 3-0.

Vice Chairman Bauder made a motion to approve the Motor Vehicle Lease Agreement between the City and County removing Ambulance Med 1 and Med 2 and replacing with Med 6 last four of the Vin#1382, Med 7 last four of the Vin#9666, Med 8 last four of the Vin#3384. Commissioner Pelton seconded and the motion carried 3-0.

Vice Chairman Bauder made a motion to transfer two titles over to Banner Health on a 2011 Ford last four of the Vin#4770 and 2009 International last four of the Vin#7340. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an Intra-Hospital Transport and Ambulance Donation Agreement between Logan County and Banner Health d/b/a Sterling Regional Medcenter and allow the Chairman to sign. Vice Chairman Bauder seconded and the motion carried 3-0.

The next business meeting will be scheduled for Tuesday, July 2, 2019 at 9:11 a.m. at the Logan County Courthouse.

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

There being no further business to come before the Board, the meeting adjourned at 9:20 a.m.

Submitted by:



Logan County Deputy Clerk

Approved: July 2, 2019

LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder



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

County of Logan Month of June 2019

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	153	21-4142 & 21-4142a	5/5
Office Visits	40	MILITARY RECORDS/CORRECTIONS	
Home Visits	20	SF180	3
Outreach Visits	2	DD149	0
Community Events	1	DD293	0
Request for Medal	0	NA13075	0
Operation Recognition	0	Other	0
Correspondence Rec'd	9	NSC PENSION	
Correspondence Written	20	21-527EZ	0
Info/Referral/Inquiries	6	21-8416	0
VCAA Notice	0	WIDOWS PENSION	
State Benefits	0	21-534EZ	1
Income Verifications	0	21-8416	0
NEW CLAIMS INITIATED		DIC	
21-22 CVA	15 / 4	21-5234EZ	1
21-22 others	14	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	0
21-526EZ	6	APPEALS	
21-0966 Informal	12	21-0985 NOD	0
21-4138	2	VA Form 9	0
21-526EZ Reinstate	0	20-0995	1
21-526EZ IU	0	20-0996	0
21-8940 IU	0	10182	0

SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	0	29-357	0
21-4138 SMC	0	29-4364	0
21-686c Dependency	0	29-336 Beneficiary	0
21-674 School Attendance	0	29-4125 Lump Sum	0
VA HEALTHCARE		VTF REQUESTS	
10-10EZ	0	Rental Assistance	0
CHAMPVA	0	Utilities Assistance	0
HOMELESS VETERANS CLAIMS		Prescription Assistance	0
Service Connection	0	Food Assistance	0
NSC Pension	0	Transportation Assistance	0
VOC REHAB		Clothing Assistance	0
28-1900 CH31	0	Other	0
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	0	26-1800	0
21-4502 Adaptive Equip.	0	26-1817	0
26-4555 Housing	0	SURVEYS	
10-0103 HISA Grant	0	County VSO Feedback and Comment Forms Submitted:	11
CRSC	0	OTHER	
BURIAL ALLOWANCE		21-686c	2
21P-530	2	21-2680	3
40-1330	0	21P-0969	1
21-2008	0	21P-601	1
INCARCERATED VETERANS		10-5345	1
21-526EZ Reinstatement	0	*Calls From Vet 60 To Vet 53	Prof. 41
21-4138 Apportionment	0	Enails From Vet 12 To Vet 12	Concerning 66 Professional 87

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of June, 2019 from Logan county.

Salary	\$ <u>1,961.14</u>
Expenses	\$ <u>13.26</u>
Office Space	\$ <u>125.00</u>
Telephone	\$ <u>84.79</u>
Office Supplies	\$ <u>10.11</u>
Travel	\$ <u>124.00</u>
Training Conference	\$ <u>-0-</u>
Other <u>Postage</u>	\$ <u>10.25</u>
 TOTAL	 \$ <u>2,328.55</u>

[Signature]

Signature of County Veterans Service Officer

06/28/2019

Date

Certification by County Commissioner or Designee

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

_____ County Commissioner or Designee of
 _____ County
 _____ Date

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

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

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

American Building Systems, LLC

PO Box 1792
Sterling, CO 80751
970-580-9481

www.americanbuildingsystems.net

Logan County Commissioners	970-520-9919	6/6/2019
Name	Phone	Date

Billing Address	Job Site Address
Sterling	
City	City
Co	State
80751	Zip
State	State
Zip	Zip

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

Description of Building, Options, Equipment and Services

One 18' wide x 100' long x 8'4" clear height Post Frame Building complete with the following:

End Use: Storage		
Occupancy:		
Building Code:		
Width: 18'	Length: 100'	Clear Height: 8'4"
RoofLiveLoad: 20 lbs	Ceiling Load: 4 lbs	WindLoad: 115 MPH
Building Code: B		

- Three Ply Laminated Columns treated below grade complete with a 17" concrete footing. All Treated columns are a .6 pcf CCA treated material used below finished floor.
- Screw fasteners with neoprene backed washers for leak resistance
- 2x6 wall girds
- 2x6 roof purlins with fastener to prevent purlin roll.
- One row of 2x6 treated splash plank treated to a .6 pcf CCA
- Bottom chord truss bracing standard
- Full trim and flashing for corners, gable which provide an attractive finish, plus protection from blowing rain and snow.
- Foam closures at eave and ridge
- Uni-rib walls and roof with long lasting siliconized polyester color coated sheeting with a 30-year warranty

Exclusions

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

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

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

Total Contract Price	\$30,028.00
Total Down Payment	\$3,000.00

Contract Acceptance by:

Sales Representative American Building Systems LLC	Date
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Owner	Date
-------	------

Owner
Initials

STANDARD TERMS OF AGREEMENT BETWEEN CONTRACTOR AND OWNER

1. The Owner warrants to the Contractor that he has the legal right to build on the Owner designated Jobsite and that the Jobsite is properly zoned for the agreed upon Building construction and being the Work. The Owner is responsible for obtaining and paying for Building Permits for the Work if required by any governmental authority and providing good and sufficient access to the Jobsite with reasonable space for storage of materials for the Work. _____
2. The Contractor assumes no obligation to check Jobsite boundaries, including any required set backs, The Contractor will be responsible for grading and constructing the Building on the designated Jobsite where indicated and accepted by the Owner on the Owner's plot plan. _____

3. Soil: All prices in this Agreement are based on dry soil with a minimum load bearing condition of at least 3,000 pounds/square feet or as required for the Building, whichever is greater. The Owner will be responsible for costs incurred by the Contractor in correcting deficient soil. The Owner will be consulted prior to the Contractor undertaking corrective work. _____
4. The Contractor will not be responsible for any sub-surface conditions or obstructions including water, utility lines and rock requiring heavy construction equipment or blasting to grade or remove. The Owner will be responsible for costs incurred by the Contractor in correcting subsurface conditions to enable it to properly perform the Work at the Jobsite. The Owner will be consulted prior to the Contractor undertaking the corrective work. _____
5. The Contractor warrants to replace or repair, within one year from the date of completion of the Building, the Work which requires repair or replacement due to a defect in the material or workmanship supplied or performed by the Contractor. The Contractor will not be responsible for any other damages in tort or contract of any kind. The Owner will notify the Contractor, in writing, of any defects in the Work within one month of discovery, and failure to do so shall cause this warranty to lapse with regard to the defect. _____
6. The Contractor may, at its own expense and from time to time, employ subcontractors as needed to complete any phase of the Work as it deems necessary. _____
7. No cost to Erect or Install any materials is included unless expressly shown on the Agreement. _____
8. Any specification, addition or extension errors or Agreement errors Inconsistent with the specifications are subject to the right of correction by the Contractor. _____
9. It is agreed that this Agreement is not subject to cancellation by the Owner unless so agreed in writing by the Contractor and the termination provisions provided for In Paragraph 24 are paid for by the Owner. _____
10. When any part of the building is used or occupied by the Owner or the Work Is completed, whichever event occurs first, All liability for the Building shall become the responsibility of the Owner, and the Contractor's a Builder's Risk Insurance shall no longer apply. _____
11. All construction materials shall remain the property of the Contractor until the Work is complete and the Agreement is paid for in full. The Owner will, upon the request of the Contractor, execute and deliver a Uniform Commercial Code Security Agreement and Financing Statement to evidence this covenant. _____
12. The Building shall remain locked or inoperative or unoccupied until paid for by the Owner and the keys to the Building are turned over from the Contractor to the Owner. _____
13. The Owner shall not assign his rights in whole or in part to this Agreement without the previous written consent of the Contractor. The Contractor may assign this Agreement as collateral for construction financing. _____
14. This Agreement is binding on the parties hereto and their heirs, executors, successors and assigns. _____
15. Materials delivered to the Jobsite by the Contractor for use In the Work will remain the property of the Contractor until such time as the Work is completed, and any materials not used shall remain the property of the Contractor. _____
16. In the event of any litigation by the Contractor or the Owner for enforcement of any provision of this Agreement. The exclusive venue for the litigation, except mechanic lien actions, shall be the District or County Court, Logan County, Colorado, and none other and notwithstanding the location of the Work or execution of the Agreement. The Agreement progress payments and price shall be due and payable as set forth in the Agreement and final payment when the Work is complete. Warranty Work shall not delay final payment. Interest shall be earned, at the rate of 18% per annum, on all unpaid amounts from the date due and payable until paid in full. _____
17. Labor and/or materials supplied by the Owner shall not be allowed for credit against this Agreement unless terms are specifically agreed to in the Agreement or via a Change Order prior to use by the Contractor. _____
18. The Contractor shall be responsible for removing its excess materials and rubbish from the Jobsite. This Contract is for a building unit as described on the Sales Agreement. Excess materials on site will remain the sole property of the Contractor. If the Owner elects to keep the excess materials, the normal retail selling price will be charged. _____
19. The Contractor will maintain Builder's Risk Insurance and Workman's Compensation Insurance covering all workmen employed to perform the Work. Amounts and Certificates of Insurance will be made available to the Owner on written request. _____
20. The Owner shall be responsible for providing such Insurance as he deems necessary to protect him from any liability as may arise from this Work performed by the Contractor under this Agreement. _____
21. Except as set forth herein, the Owner agrees to not interfere with the progress of the Work and to not allow any occupation of the Building or Foundation by persons not directly employed on the Work by the Contractor. The Contractor will make reasonable effort to coordinate its Work with that of the Owner to minimize any conflicts with normal day to day activities of the Owner and to Insure smooth operations for the Work performance. _____
22. The Owner may, prior to execution of the Agreement, order extra work or deduct from the original Building plans. Changes to the original Agreement shall thereafter be in writing on a Contractor Change order form, which will reflect the addition or deletion of materials or services and the respective costs. Change orders will not affect the Standard Terms of Agreement as outlined herein. _____

23. There are no promises, agreements or understandings outside of this Agreement. All terms expressed in this Agreement are not to be modified in any way except in written Change Orders and such Change Orders will be signed and agreed to by the Owner and the Contractor prior to becoming effective. _____
24. If the Owner shall direct the Contractor to stop the Work for any reason whatsoever before completion of the Work, he, if permitted by the Contractor, pursuant to Paragraph 9, shall pay immediately to the Contractor (a) the cost of all Work performed and materials delivered to the Jobsite; (b) all materials ordered and not cancelable; and (c) an amount equal to ten percent (10%) of the total amount of this Agreement as a liquidated damage/mobilization/termination/lost profit fee. _____
25. Any unauthorized occupancy or use of the Building shall constitute final acceptance of the Work to date and without regard to any stage of completion, and the entire unpaid balance of the Agreement price shall be immediately due and Payable. _____
26. Drawings, copies, specifications and manufacturer literature will remain the property of the contractor and are not to be used by the Owner on other work. All Contractor documentation used in unsuccessful bid situations is to be returned to the Contractor. _____
27. The Contractor shall not be liable for damages for failure to perform the Agreement as the result of any delay or failure resulting or caused directly or indirectly by Acts of God, labor disturbance or shortage, embargoes, inclement weather, delays in manufacturing or transportation of materials or any other delays beyond the reasonable control of the Contractor. The place of product fabrication and method of shipping shall be determined by the Contractor. Any delay in the Contractor's Work due to any of the above causes will be reason for the Contractor to extend the time period for completion of the Work and at no penalty to the Contractor. _____
28. The Owner may, upon written advice delivered to the Contractor, directly contract with other contractors for concurrent work (such as the removal or containment of asbestos, hydrocarbons and other Hazardous materials, fuel tank removal and installation of telephone and communication systems) on the Jobsite and outside of the scope of performance of the Contractor's Work pursuant to this Agreement. The Owner shall provide in any other contracts that such work shall not unreasonably interfere with the Work of the Contractor and the Contractor's Work performance shall have superior right in time and place to the use and occupation of the Jobsite. The Owner indemnifies and holds harmless the Contractor from all claims, damages, impositions and fines (such as OSHA determinations) imposed or attempted to be imposed upon the Contractor as the result of work performed by the Owner or others for the Owner on the Jobsite. _____

The standard contract terms above are understood to be included as part of the proposal and contract.
The contracts terms above as part of this proposal are to be included in any additive or deductive contract change orders that may arise as part of this contract.

By: American Building Systems LLC

By: Owner

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

JUN 25 2019

CLERK & REC

THIS AGREEMENT is made and entered into this 20 day of June, 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **RE-1 VALLEY SCHOOL DISTRICT** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2019.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 6, 2019.**

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 23, 2019.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 3, 2019 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 11, 2019 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2019.**

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

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

3. **ELECTION JUDGES:**

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

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 16, 2019 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

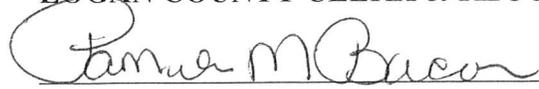
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK & RECORDER



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

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

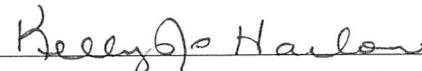
Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

RE-1 VALLEY SCHOOL DISTRICT

By: 

Printed Name: Kelly Jo Harlow

Title: Administrative Assistant to the Superintendent and Board of Education

Designated Election Official for the Entity:

Kelly Jo Harlow

Mailing Address: 301 Itagen St.

Sterling, CO 80751

Phone: (970) 522-0792

Fax: (970) 522-0525

Email: harlowk@relvalley.schools.org

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

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

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

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

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

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

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

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

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

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

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

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

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

- **SPACING:**
All text must have single line spacing.

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

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

Ballot questions must be typed in upper and lower case.

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

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

EXHIBIT B
AUDIO FOR ADA UNIT

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

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

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

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

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

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

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

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

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

RE: Certification of Ballot Content for _____ District.

Dear Pam:

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

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

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

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

(INSERT HERE)

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

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

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

Date:

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

Dear Pam:

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

DISTRICT NAME

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

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

Election Date: (insert election date here)
Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

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

Fiscal Information: is required with your Ballot Tabor Notice submission

Fiscal Year Spending Information:

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

Overall percentage change in fiscal year spending: [Insert % of overall change]
Overall dollar amount change: [Insert \$ amount of change]

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

Information of Current Bonded Debt:

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

Information on Proposed Bonded Debt:

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

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

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

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

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

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

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

Sincerely,

Designated Election Official

JUN 25 2019

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 5, 2019

THIS AGREEMENT is made and entered into this 20 day of June, 2019, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Petz Plateau School District RE-5** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 5, 2019.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 5, 2019**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2019**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

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

The Entity must certify ballot content to County Clerk no later than **Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side

only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2019.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 6, 2019.**

9. **ELECTION DAY ACTIVITIES:**

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

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

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

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 23, 2019.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 30, 2019**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 3, 2019 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 11, 2019 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

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

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

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

1. **COSTS:**

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

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

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

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

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

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

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

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

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

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

2. **BALLOT PREPARATION:**

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

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 6, 2019**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2019**.

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

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

3. **ELECTION JUDGES:**

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

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

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

6. **ELECTION SUPPLIES:**

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

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 16, 2019 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 6, 2019, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK & RECORDER



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

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

Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

Petz Plateau School District RE-5

By:  _____

Printed Name: Dustin Seger

Title: Superintendent

Designated Election Official for the Entity:

Mailing Address: 311 Coleman Ave

Petz, CO 80747

Phone: (970) 334 - 2361

Fax: (970) 334 - 2360

Email: segerd@petzschool.org

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

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

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

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

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

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

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

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

NO ELECTION MAY BE CANCELLED IN PART!

EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE

Ballot certification is required in two formats:

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

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

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

- **Electronic Version:**
The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format. The ballot text will be provided in Word, in Arial ten (10) point font
- **SPACING:**
All text must have single line spacing.
- **TEXT:**
For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

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

Ballot questions must be typed in upper and lower case.
- **TABLES/COLUMNS:**
Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).
- **AUDIO RECORDING:**
If the ballot certification includes candidates, the DEO shall email a recording of the correct pronunciation of each candidate's name to baconp@logancountyco.gov if requested by the Clerk and Recorder

**EXHIBIT B
AUDIO FOR ADA UNIT**

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

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

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

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

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

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

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

**EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT**

RESOLUTION

NO. 2019-32

Amended Conditional Use Permit

A resolution granting an Amended Conditional Use Permit (CUP) for the construction, maintenance and operation of a Solar Generation Project operated by Highline Services, LLC, consisting of approximately 5700 solar modules with total production not to exceed two (2) megawatts, as well as inverters and a ground-mounted racking system using 3 single-axis tracker systems, located on a 4.3 acre parcel leased from Colorado State Land Board and a contiguous 7 acre parcel leased from Highline Electric Association in the Northeast Quarter (NE1/4) of Section 13, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, Highline Services, LLC has applied for an Amended Conditional Use Permit previously approved for Highline Solar 1, LLC for the construction, maintenance and operation of a Solar Generating Project now owned by Highline Services, LLC on a 11.3 acre parcel in the Northeast Quarter (NE1/4) of Section 13, Township 8 North, Range 52 West of the 6th P.M.; and

WHEREAS, the scope of the project will continue to consist of approximately 5700 solar modules with total production not to exceed two (2) megawatts, as well as inverters and a ground-mounted racking system using single-axis tracker system; and

WHEREAS, the property is currently zoned agricultural; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on November 20, 2018, and the Board of County Commissioners approved the original permit on December 4, 2018; and

WHEREAS, the applicant is requesting approval of an Amended Conditional Use Permit #239 to reflect the change in ownership, with the period of the Amended Conditional Use Permit to run for 99 (ninety-nine) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Amended Conditional Use Permit.

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

I. APPROVAL:

The application of Highline Services, LLC for an Amended Conditional Use Permit for the construction, maintenance and operation of a Solar Generation Project by Highline Services, LLC, located on a 7 acre parcel in the SW1/4NE1/4 and a contiguous 4.3 acre parcel in the SE1/4NE1/4 of Section 13, Township 8 North, Range 52 West of the 6th P.M., is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

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

III. CONDITIONS:

1. The applicant shall construct a six foot chain link fence with three strand barbed wire top section surrounding the Project site, providing protection for the community and security for the Project assets. The fencing shall be installed in accordance with applicable federal and state regulations.

2. The applicant shall apply for and obtain an access permit from the Logan County Planning and Zoning Department, providing access to the site from County Road 370.

BE IT FURTHER RESOLVED, that Amended Conditional Use Permit, #239, is granted for the construction, maintenance and operation of a Solar Generation Project operated by Highline Services, LLC on the property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after July 2, 2118. The Project shall be exempt from setback requirements along the interior contiguous boundary of the 7 acre and 4.3 acre adjacent parcels so that the two parcels may be used together as a single integrated Solar Generation Project. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 2nd day of July, 2019.

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

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 2nd day of July, 2019.

County Clerk and Recorder

CONDITIONAL USE PERMIT AMENDMENT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING

Applicant Dennis Herman
Name: Highline Services, LLC Phone: 970-854-2236
Address: 1300 S. Interocean, Holyoke 80734

Landowner
Name: Highline Electric Assoc. Phone: 970.854.2236
Address: 1300 S. Interocean, Holyoke, Co 80734

Description of Property:
Legal: $\frac{1}{4}$ Section SW4NE4 Section 13 Township 8 Range 52
Address: 15730 CR 370, Sterling Access off CR or Hwy: CR 370
New Address Needed: Y or N Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: AG Current Land Use: Vacant

Proposed Conditional Use: Solar Generation Project

Terms of Conditional Use: 99 years

Building Plans: _____

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

Dated at Sterling, Colorado, this 24 day of June 2019

Signature of Applicant: Dennis E Herman

Signature of Landowner: Dennis E Herman

FOR COUNTY USE

Application Fee: One hundred dollars (\$100.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Amended Conditional Use Permit:

Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of the Amended Conditional Use Permit:

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye)(Nay)

Joseph A. McBride (Aye)(Nay)

Jane E. Bauder (Aye)(Nay)

RESOLUTION

NO. 2019-33

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

SUBDIVISION EXEMPTION FOR NICHOLAS N. NORTON DECLARATION OF TRUST

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

WHEREAS, Nicholas N. Norton, on behalf of the Nicholas N. Norton Declaration of Trust, has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land in the Northeast Quarter (NE1/4) of Section 12, Township 11 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Beginning at the Northeast corner of said Section 12; thence South 0°02'35" West along the East line of said Section 12 a distance of 448.76 feet; thence North 84°18'20" West a distance of 497.68 feet to a point on the Easterly Right-of-Way line of the BNSF Railroad; thence North 20°39'35" East along the Easterly Right-of-Way line of the BNSF Railroad a distance 423.24 feet to a point on the North line of said Section 12; thence North 89°26'35" East along the North line of said Section 12 a distance of 346.25 feet to the Point of Beginning and containing 4.12 acres, more or less, subject to a county road Right-of-Way along the North line and to State Highway 113 Right-of-Way along the East line of said Section 12.

Also known as 34947 Highway 113, Peetz, Colorado.

(As represented on official Subdivision Exemption Plat #2019 - 33); and

WHEREAS, Nicholas N. Norton, on behalf of the Nicholas N. Norton Declaration of Trust, intends to create a parcel, consisting of 4.12 acres subdivided from a 302 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on June 28, 2019; and

WHEREAS, a public hearing was held by the Board of County Commissioners on July 2, 2019, at which time the Board reviewed the application and any exhibits, and heard the comments of staff and any interested parties; and

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

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

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Nicholas N. Norton, on behalf of the Nicholas N. Norton Declaration of Trust, for a Subdivision Exemption for the creation of a 4.12 acre parcel in the unincorporated area of Logan

County, as described above and as represented on official Subdivision Plat 2019 - 33, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 2nd day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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

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

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

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of July, 2019.

County Clerk and Recorder

APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 5-13-2019

1. Name of Subdivision Exemption Nicholas N. Norton Declaraton of Trust

2. Name of Applicant Nick Norton Phone 719-347-3233

Address 1029 Trinidad St, Calhan, Co 80808
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent n/a Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record Nicholas N. Norton Declaration of Trust Phone 719-347-3233

Address 1029 Trinidad St, Calhan Co, 80808
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer Dean Koester Phone 970-520-6453

Address 35484 CR 53, Peetz, Co 80747
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor Leibert MacAtee Phone 970-522-1910

Address 615 S. Tenth Ave, Sterling, Co 80751
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney n/a Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Exemption Location: on the W side of Hwy 113

250 Feet South of C.R. 72
(Direction) (Street)

9. Postal Delivery Area 80747 School District RE-5

10. Total Acreage 302 Zone Ag Number of Lots 2

11. Tax Map Designation: Section/Township/Range N2-12-11-52 Lot(s) 1

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

If so, list Case No. and Name n/a

13. Is Deed recorded in Torrens System: Number no

14. Is Deed recorded in General System: Book 930 Page 801

15. Current Land Use: Agriculture

16. Proposed Use of Each Parcel: Agriculture / Residential

NORTON, Nicholas N.
2019 Sub. Ex. 4.12 acres
N2 12-11-52 SE2019-2
34947 Hwy 113, Peetz

17. Proposed Water and Sewer Facilities: existing

18. Proposed Public Access to each new parcel: existing

19. Reason for request of this exemption (may use additional pages): 4.12 acres to daughter

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

x *Nicholas N. Norton*
(Applicant Signature)

Mailing Address:

1029 Trinidad St.

Calhan, Co 80808

MY COMMISSION EXPIRES:

NORTON, Nicholas N.
2019 Sub. Ex. 4.12 acres
N2 12-11-52 SE2019-2
34947 Hwy 113, Peetz

\$13 pd 5/13/19 ck# 4344 Ret. 754

FOR COUNTY USE: \$100 pd 5/13/19 ck# 4343 Ret. 754

Application Fee: One hundred dollars (\$100.00) Thirteen Dollar (\$13.00) one page OR
Twenty-three Dollar (\$23.00) two pages - Separate check for Recording fee

Date of Planning Commission: n/a

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of Subdivision Exemption Approval: _____

Chairman, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval: _____

Date Granted: _____

Date Denied: _____

Joseph A. McBride (Aye) (Nay)

Byron H. Pelton (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

CONTRACT FOR SERVICES

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

RECITAL

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

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

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

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

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

AGREEMENT

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

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB's compensation, which is mutually agreed upon between the Client and MSB, shall be in writing and shall become part of this Contract upon execution by both Parties.
- II. TERM:** It is mutually agreed by the Parties that the initial term of this Contract is for two (2) years and shall commence on August 1, 2019 and terminate on August 1, 2021. This Contract, at the option of the Client, may be renewed for one (1) or more successive two-year terms, if notice is given to MSB by the Client no less than thirty (30) days prior to the end of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and

otherwise made available for such purposes and subject to the Client's satisfaction with all products and services received during the preceding term.

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

IV. TERMINATION:

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

V. INSPECTION AND AUDIT RIGHTS:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or three (3) years thereafter, upon request of the Client or any authorized representative of the Client, it will make full disclosure to the Client and make available for inspection all of its records associated with work performed under this Contract for the purpose of making an audit, examination excerpts. MSB shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
- b. Right to Audit: Upon reasonable prior written notice to MSB, the Client or any authorized representative of the Client shall have the right to inspect MSB's offices and facilities and to audit MSB's records arising from the services provided to the Client under this Contract for the purpose of monitoring MSB's compliance with the Contract or to fulfill the Client's financial requirements under any local, state or federal law or regulation.
- c. Confidential Business Information: The Client or the Client's authorized representative will make all reasonable efforts to not disclose any MSB documents provided to the Client prior to the execution of this Contract, for the services contemplated by this Contract or during any audit performed pursuant to this Contract, subject to any applicable law. MSB reserves the right to object to the production of any MSB documents and to pursue any and all remedies MSB has in law and in equity to prevent the release of such documents. MSB agrees to indemnify, defend, save and hold the Client harmless from all costs, damages, and liabilities incurred, including but not limited to court costs, expenses and reasonable attorney's fees, that arise out of non-disclosure of proprietary and/or confidential documents requested under any Open Records Act because of any redaction of such information or protest by MSB according to the terms of this subsection.

VI. INDEMNIFICATION

- a. Indemnification against Infringement: MSB warrants that the copyright in and to the software utilized for this Contract is owned by MSB or is distributed by MSB under a valid current license, that it has the right to license the Services, and that there are no pending liens, claims, or encumbrances against the Services or MSB pertaining to the Services. MSB agrees to notify Client of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Services. MSB agrees to indemnify, hold harmless, and defend the Client against any and all patent or copyright infringement claims that may be brought against the Client as the result of its use of the Services as authorized by this Contract. The Client shall have the right to participate in the defense of

any such claims for patent or copyright infringement at the Client's cost and expense. In the event that it is determined that the Services infringe on any patent or copyright, MSB may (a) procure for the Client the right to continue using the Services; (b) modify the Services so that it becomes non-infringing but continues to provide the same functionality as the original Services; (c) replace the software with non-infringing software that continues to provide the same functionality as the original Services; or (d) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, MSB may terminate this Contract and refund to the Client the pro-rated share of any fee for the balance of the year in which the infringement was determined.

VII. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the MSB to perform work under this Contract shall be and remain at all times, employees of the MSB for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE CLIENT AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.
- B. Governing Law: The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.
- C. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Contract is a writing: personal delivery, Registered or Certified mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.
 - i. Each Notice shall be addressed to the appropriate person at the receiving Party ("Addressee") at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.

- ii. Notice hereunder is only effective if the requirements of this Section have been strictly fulfilled, and if the Notice was actually received by the Addressee.
- iii. if a Notice that otherwise fulfills the requirements of this Section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the acceptance of such rejection, refusal or undeliverability.

To the Client: Logan County Sheriff's Office
Attn: Kris Bornhoft
110 Riverview Road, Room 116
Sterling, CO 80751
Telephone: (970) 522-2578
Telecopier: (970) 522-7574
E-Mail: kbornhoft@logancosheriff.com

To MSB: Gila LLC
8325 Tuscany Way
Austin, Texas 78754
Attention: Contracts
contracts@gilacorp.com
Telephone: (512) 371-9995
Telecopier: (512) 371-9994

- D. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.
- E. Signatory Authority: Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.
- F. No Third Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.

- G. Waiver: The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Contract.
- H. Modification: Neither this Contract nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- I. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. MSB shall also comply with all applicable ordinances, regulations, and resolutions of the Client.
- J. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- K. Captions: The captions of this Contract are for convenience only, are not part of the Contract, and do not in any way limit or amplify its terms and provisions.
- L. Severability: To the extent that this Contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- M. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

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

AGREED:

Board of County Commissioners of Logan
County, Colorado on behalf of the Logan
County Sheriff's Office

By: _____

Joseph A. McBride, Chairman

Date: _____

GILA LLC d/b/a MUNICIPAL
SERVICES BUREAU

By: _____, President

Its: ~~Vice President Finance/Controller~~ ^{ecj}

Date: 6/29/19

Exhibit A

SCOPE OF SERVICES

1. Definitions

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

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

2. Payment Processing Services.

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

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

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

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

3. Payment Processing Technology

3.1. Website

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

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

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

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

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