



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Wednesday, July 5, 2023 - 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 26, 2023, meetings.

Acknowledge receipt of the Sheriff's Fee Report for May, 2023.

Acknowledge receipt of the Veteran's Service Officer's Monthly Report and Certification of Pay Form for the month of June, 2023.

Unfinished Business

New Business

Ratification of Resolution 2023-19 signed June 26, 2023, declaring the unincorporated area of Logan County a local disaster emergency as a result of flood waters from rains and runoff beginning June 21, 2023, and continuing, which have impacted numerous county roads, causing Logan County to expend resources and monies on emergency and continuous repairs and maintenance.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Frenchman RE-3 School for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Buffalo School District RE-4J for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit Number 2023-7 for use of the County Right of Way along Iris Drive for an electrical distribution.

Consideration of the approval of Resolution 2023-20 further extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

Consideration of the approval of Resolution 2023-21 approving the application of Douglas E. Fritzler and Karen E. Fritzler to vacate Subdivision Exemption Plat No. 99-15, recorded at Reception No. 635027, Book 923, Page 84, of the records of the Logan County Clerk and Recorder.

Consideration of the approval of Resolution 2023-22 and an application for Subdivision Exemption on behalf of Douglas E. Fritzler, Karen E. Fritzler, and Kenneth L. Fritzler to create a 4.107-acre parcel from a 113.209-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter (NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado , for use as a residence.

Consideration of the approval of a lease agreement between Logan County and Logan County Trap Club, LLC for the Logan County Shooting Sports Complex located at 12515 Hwy 61, Sterling, Colorado.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, July 18, 2023, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

June 20, 2023

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

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Pamela Bacon	Logan County Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	EMS
David Conley	Logan County Lodging Tax Board
Marilee Johnson	Logan County Public Information Officer
Don Masin	Knights of Columbus
Robert Schell	Knights of Columbus
Kevin Blankenship	City of Sterling
Brett Powell	Logan County Sheriff
Trae Miller	Logan County Economic Development
Valerie Hibbert	Revolving Loan Funds
Tom Kiel	
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 6, 2023, meeting.
- Consideration of the appointment of Curtis Swanson as Logan County Veteran's Service Officer.
- Consideration of the renewal of an application for a Colorado Beer and Wine License on behalf of Lu's Buffalo Stop, Inc.
- Inspection of the Logan County Jail.

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

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an application submitted by the Knights Home of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on August 1, 2, 3, 4, 5, and 6, 2023.

- Robert Schell spoke on behalf of the Knights Home of Sterling Special Event.

Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an application submitted by the Knights Home of Sterling for a Special Events Liquor License for the Logan County Fair to be held at the Logan County Fairgrounds, Sterling, Colorado on August 1, 2, 3, 4, 5, and 6, 2023. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the award of the proposal for the Trash Disposal for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to award the Trash Disposal for the 2023 Logan County Fair to Waste Management in the amount of \$9,236.39. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between the City of Sterling and Logan County for the County's access to the City's Server Platform and to equitably allocate the costs related to the operation and maintenance of the Server Platform and to memorialize the appropriate protocols for the County's use of the Server Platform. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an Intergovernmental Agreement between the City of Sterling and Logan County for the County's access to the City's Server Platform and to equitably allocate the costs related to the operation and maintenance of the Server Platform and to memorialize the appropriate protocols for the County's use of the Server Platform retroactive to June 1, 2023. Commissioner McBride seconded, and the motion carried 3-0.

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

- Beer, Brats and Blues - in the amount of \$600.00.
- Art of BBQ - in the amount of \$800.00.
- July Jamz - in the amount of \$1,200.00.
- Sugar Beet Days - in the amount of \$3,000.00.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Beer, Brats and Blues in the amount of \$600.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Beer, Brats and Blues in the amount of \$600.00. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Art of BBQ in the amount of \$800.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project Art of BBQ in the amount of \$800.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project July Jamz in the amount of \$1,200.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project July Jamz in the amount of \$1,200.00. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Sugar Beet Days in the amount of \$3,000.00. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project Sugar Beet Days in the amount of \$3,000.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval an Intergovernmental Agreement between Logan County and Yuma, Morgan, Phillips, Sedgwick, and Washington Counties for the purpose of developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to provide small business loans to assist in economic development. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County and Yuma, Morgan, Phillips, Sedgwick, and Washington Counties for the purpose of developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is to provide small business loans to assist in economic development and allow the Chairman to sign. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the following documents required by the Colorado Department of Local Affairs to accompany the Community Development Block Grant (CDBG) application:

- CDBG Application.
- Citizen Participation Plan.
- Resolution No. 2023-17 Prohibiting the Use of Excessive Force.
- CDBG Anti-Displacement Relocation Assistance Plan.
- CDBG Applicant Statement of Assurances and Certifications.

Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the following documents required by the Colorado Department of Local Affairs to accompany the Community Development Block Grant (CDBG) application:

- CDBG Application.
- Citizen Participation Plan.
- Resolution No. 2023-17 Prohibiting the Use of Excessive Force.
- CDBG Anti-Displacement Relocation Assistance Plan.
- CDBG Applicant Statement of Assurances and Certifications.

Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-18 and an application for Subdivision Exemption on behalf of Douglas E. Fritzler and Kenneth L. Fritzler to create a 4.229-acre parcel from a 113.209-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township

7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, for use as a residence. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve Resolution 2023-18 and an application for Subdivision Exemption on behalf of Douglas E. Fritzler and Kenneth L. Fritzler to create a 4.229-acre parcel from a 113.209-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter of the Northwest Quarter (NW1/4NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, for use as a residence. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an amendment to the Contract for Mental Health Care Services between the Logan County Sheriff's Office and Turn Key Health Clinics, LLC for provision of mental health services to inmates of the Logan County Detention Center. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an amendment to the Contract for Mental Health Care Services between the Logan County Sheriff's Office and Turn Key Health Clinics, LLC for provision of mental health services to inmates of the Logan County Detention Center. Commissioners McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Agreement between Logan County and Neste Live! for the purpose of booking talent and providing related production services for the music and stage events – the Josh Turner Night Show with Casey Donahue opening show - for the Logan County Fair, August 5, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an Agreement between Logan County and Neste Live! for the purpose of booking talent and providing related production services for the music and stage events – the Josh Turner Night Show with Casey Donahue opening show - for the Logan County Fair, August 5, 2023. Commissioner Brownell seconded, and the motion carried 3-0.

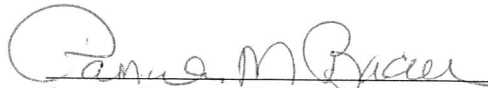
Other Business

County Offices will be closed on Tuesday, July 4, 2023, in observance of Independence Day.

The next regular meeting will be scheduled for Wednesday, July 5, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:15 a.m.

Submitted by:



Logan County Clerk

Approved: July 5, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

June 26, 2023

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

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Rachelle Stebakken	Logan County Deputy Clerk
Jennifer Crow	Administrative Supportive Specialist
Debbie Unrein	Logan County Finance
Jerry Casebolt	EMS
Marilee Johnson	Logan County Public Information Officer
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 10:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Resolution 2023-19 declaring a local disaster emergency as a result of damage to public infrastructure including but not limited to county roads as a consequence of flooding caused by heavy rainfall. Chairman Sonnenberg seeing no public comment, closed the public hearing testimony phase.

- Jerry Casebolt explained Resolution 2023-19.

Commissioner McBride moved to approve Resolution 2023-19 declaring a local disaster emergency as a result of damage to public infrastructure including but not limited to county roads as a consequence of flooding caused by heavy rainfall. Commissioner Brownell seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Wednesday, July 5, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:33 a.m.

Submitted by:

Rochelle Stebaffen
Logan County Deputy Clerk

Approved: July 5, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

* Emailed to Jennifer
 06.27.2023 (S)
 @ 12:54pm

CIVIL PAYMENTS						
May-23						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/12/2023	990	5172	2023-250	\$ 35.00	\$ 15.00	\$ 20.00
5/12/2023	991	24977	2023-248/249	\$ 40.00	\$ 5.00	\$ 35.00
6/9/2023	996	8650	2023-293	\$ 40.00	\$ 15.00	\$ 25.00
6/13/2023	997	CASH	2023-300	\$ 35.00	\$ 15.00	\$ 20.00
6/13/2023	998	7015	2023-307	\$ 35.00	\$ 15.00	\$ 20.00
				Total Owed to County		\$ 120.00

CIVIL PAYMENTS CREDIT CARDS					
May-23					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/12/2023		2023-242	\$ 45.00		\$ 45.00
5/12/2023		2023-240	\$ 35.00		\$ 35.00
5/16/2023		2023-254/255	\$ 45.00		\$ 45.00
5/17/2023		2023-261	\$ 35.00		\$ 35.00
5/17/2023	992	2023-258	\$ 40.00	\$ 17.50	\$ 22.50
5/19/2023		2023-259	\$ 35.00		\$ 35.00
5/19/2023	993	2023-204/205	\$ 45.00	\$ 45.00	\$ -
5/22/2023		2023-252	\$ 80.00		\$ 80.00
5/23/2023		2023-271	\$ 45.00		\$ 45.00
5/30/2023		2023-268	\$ 80.00		\$ 80.00
6/1/2023	994	2023-286	\$ 35.00	\$ 15.00	\$ 20.00
6/2/2023	995	2023-276	\$ 35.00	\$ 15.00	\$ 20.00
6/6/2023		2023-287	\$ 40.00		\$ 40.00
6/13/2023		2023-299	\$ 38.00		\$ 38.00
6/13/2023		2023-301/302/303	\$ 55.00		\$ 55.00
6/13/2023		2023-294	\$ 54.00		\$ 54.00
6/13/2023		2023-304	\$ 35.00		\$ 35.00
6/13/2023		2023-291	\$ 35.00		\$ 35.00
				Total Owed to County	\$ 719.50

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT					
May-23					
Date	Sheriff #	Amount	Amount of Refund	Amount Owed to County	
6/13/2023		\$ 10.00		\$ 10.00	
5/16/2023		\$ 12.00		\$ 12.00	
5/18/2023		\$ 12.00		\$ 12.00	
5/24/2023		\$ 12.00		\$ 12.00	
5/25/2023		\$ 12.00		\$ 12.00	
6/5/2023		\$ 12.00		\$ 12.00	
5/25/2023		\$ 50.00		\$ 50.00	
5/31/2023		\$ 50.00		\$ 50.00	
6/1/2023		\$ 50.00		\$ 50.00	
				Total Owed to County	\$ 220.00

CHP CREDIT CARDS			
May-23			
Date	Amount	Amount Owed to County	
5/11/2023	\$63.00	\$ 63.00	
5/11/2023	\$63.00	\$ 63.00	
5/11/2023	\$152.50	\$ 152.50	
5/15/2023	\$63.00	\$ 63.00	
5/16/2023	\$63.00	\$ 63.00	
5/18/2023	\$152.50	\$ 152.50	
5/22/2023	\$152.50	\$ 152.50	
5/25/2023	\$63.00	\$ 63.00	
5/26/2023	\$63.00	\$ 63.00	
5/26/2023	\$63.00	\$ 63.00	
5/26/2023	\$63.00	\$ 63.00	
6/1/2023	\$63.00	\$ 63.00	
6/5/2023	\$63.00	\$ 63.00	
6/7/2023	\$15.00	\$ 15.00	
6/8/2023	\$63.00	\$ 63.00	
6/9/2023	\$63.00	\$ 63.00	
6/9/2023	\$63.00	\$ 63.00	
6/12/2023	\$152.50	\$ 152.50	
6/13/2023	\$152.50	\$ 152.50	
6/13/2023	\$63.00	\$ 63.00	
6/13/2023	\$63.00	\$ 63.00	
Total Owed to County		\$ 1,722.50	

CIVIL CHECKS \$ 120.00
 CIVIL CREDIT CARDS \$ 719.50
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 220.00
 CHP CREDIT CARDS \$ 1,722.50
 \$ 2,782.00
 Correction for check #993 overpayment to General Fund in April, reimb was for \$15.00 not \$20.00 (15.00)
TOTAL PAID TO GENERAL FUND \$ 2,767.00 Check#999
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 195.00



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

County of Logan Month of June 2023

Telephone Calls	from vets 94	to vets 87	Total calls: 181 *
Appointments	office ⇒ 55		Total office: 55 *
Outreach	- 06 -		Total outreach: 06
Emails Total Served Corresp.	from vets 21	to vets 25	Total email/text: 46
Surveys Submitted	- 02 -		Total served: 236*

Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

- 34 hours per week or fewer
- 35 hours per week or more

For the month of June, 2023 from Logan county.

[Signature]
 Signature of County Veterans Service Officer

06/29/2023
 Date

Certifications by County Commissioner or Designee

- In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.
- In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

_____ County Commissioner or Designee of

Logan County

07/05/2023 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 to:

Colorado Division of Veterans Affairs
 cdvainfo@dmva.state.co.us

RESOLUTION 2023-19

DECLARATION OF LOCAL DISASTER EMERGENCY

WHEREAS, unincorporated Logan County, Colorado has sustained considerable damages to public Infrastructure and residential / business along with economic and agricultural impacts due to severe weather and local flooding to the county roads and associated infrastructure.

WHEREAS, beginning June 21, 2023 and continuing until the current date the constant rains and runoff have impacted numerous county roads causing Logan County to expend resources and monies on emergency and continuous repairs and maintenance.

WHEREAS, the ongoing expenditures are causing Logan County to exceed normal budgetary amounts and impacting other areas of the budget.

WHEREAS, the Logan County Office of Emergency Management has advised the Board of County Commissioners of Logan County (Board) of a disaster (as the term is defined in the Colorado Disaster Emergency Act, § 24-33.5-701 *et seq.*, C.R.S.) currently present in the unincorporated area of Logan County, Colorado, to wit, the occurrence of imminent threat of widespread or severe damage, injury, or loss of life or property resulting from the local flooding and runoff requiring emergency action to avert danger or damage; and

WHEREAS, it is appropriate and in the interests of public health and safety to rapidly address the condition of the county roads and subsequent cascading impacts such as economic distress, and would further protect the health and safety of the public, to declare an emergency in unincorporated Logan County; and

WHEREAS, the cost and magnitude of responding to and recovering from the impact of the localized flooding and runoff is in excess of Logan County's available resources; and

WHEREAS, declaration of a local disaster emergency will assist and permit access to local emergency funds, State and Federal assistance, adjustments to policies, procedures, and ordinances to ensure the public's health and welfare; and

WHEREAS, an Emergency Declaration allows Logan County to be able to take proactive measures and activate our Emergency Operations Plan (EOP) to better respond to the impacts of the flooding event and associated runoff; and

WHEREAS the County has activated its Emergency Operations Center, and the Board of County Commissioners now seeks to declare a local disaster, in addition to other steps outlined below, to address the flooding and runoff; and

WHEREAS, the Logan County Emergency Manager and Logan County Commissioners have recommended that a local disaster be declared; and

WHEREAS, the Chair of the Board, as the principal executive office of Logan County, is authorized to unilaterally declare a local disaster pursuant to § 24-33.5-709, C.R.S., and to activate the emergency management and operations plans and resolutions of Logan County.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. There is hereby declared to be a local disaster emergency in the unincorporated area of Logan County, Colorado, to wit, the occurrence of imminent threat of widespread or severe damage, injury, or loss of life or property, resulting from flood waters requiring emergency action to avert danger or damage.
2. The effect of this Declaration shall be to activate the response and recovery aspects of any and all applicable local and inter-jurisdictional disaster emergency plans and to authorize the furnishing of aid and assistance under such plans.


BE IT FURTHER RESOLVED that the principal executive officers of all cities and towns in Logan County affected by the said disaster are urged to proclaim similar declarations and to cooperate with Logan County as necessary to address the emergency conditions.

BE IT FURTHER RESOLVED that this Declaration shall be effective upon the date and time given below, and shall remain in effect for a period of fourteen days unless rescinded or extended by the Logan County Board of County Commissioners prior to expiration.


BE IT FURTHER RESOLVED that true copies shall be promptly filed with the Logan County Clerk and Recorder and the Colorado Division of Homeland Security & Emergency Management, and shall be promptly distributed to the appropriate representatives of the news media.

ADOPTED on Monday, the
26th day of June, 2023.

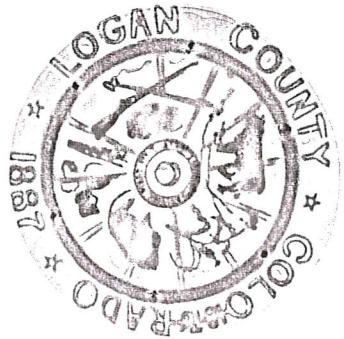
**BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

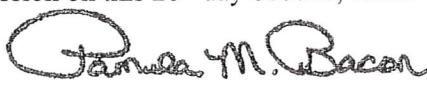

Jerry Sonnenberg, Chairman


Joe McBride, Commissioner


Mike Brownell, Commissioner

I, Pamela 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 the State of Colorado, in emergency session on this 26th day of June, 2023.





County Clerk and Recorder
by Margaret Ann Truck
Deputy Clerk

JUN 22 2023

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 7, 2023

THIS AGREEMENT is made and entered into this 15 day of June, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Frenchman RE-3 School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

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 7, 2023**, 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 29, 2023**). [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 8, 2023, by close of business 5:00 p.m.**, 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, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (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 29, 2023.**

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 8, 2023.**

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 25, 2023.** [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, strikeouts, strike-through, or symbols).

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023, 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 general election (**Tuesday, September 5, 2023**) 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.

Wednesday, September 6, 2023 (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 13, 2023 (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 8, 2023**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 8, 2023.**

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 18, 2023 (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 8, 2023, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER

Pamela M. Bacon

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

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

Attest:

Logan County Clerk and Recorder

By: _____
Chairman of the Board

(seal)

Frenchman RE-3 School District

By: Christa Lousberg
Printed Name: Christa Lousberg
Title: Board President

Designated Election Official for the Entity:

Amber Schliesser
Mailing Address: 506 N. Fremont
Fleming, Co 80728
Phone: (970) 265-~~2815~~ 2111
Fax: (970) 265-2815
Email: schliessera@flemingschools.org

JUN 29 2023

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 7, 2023

THIS AGREEMENT is made and entered into this 26 day of June, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Buffalo School District RE-4J** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

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 7, 2023**, 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 29, 2023**). [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 8, 2023, by close of business 5:00 p.m.**, 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, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (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 29, 2023.**

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 8, 2023.**

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 25, 2023.** [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, strikeouts, strike-through, or symbols).

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023, 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 general election (**Tuesday, September 5, 2023**) 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.

Wednesday, September 6, 2023 (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 13, 2023 (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 8, 2023**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 8, 2023.**

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 18, 2023 (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:**

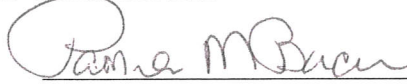
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must 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 8, 2023, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



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

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Buffalo School District RE-4J

By: 

Printed Name: Linda Thorpe
Title: Board President

Designated Election Official for the Entity:

Julu Tramp
Mailing Address: P.O. Box 198
Merino CO 80741
Phone: (970) 522 - 7424
Fax: (970) 522 - 1541
Email: trampj@merinok12.com

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 29, 2023**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Wednesday, September 6, 2023**: 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 8, 2023**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days **by CLOSE OF BUSINESS 5:00 p.m.**

Friday, September 22, 2023: 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 25, 2023**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 43 days

No later than **Friday, October 13, 2023**: 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 7, 2023: 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 8, 2023.

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, strikeouts, strikethroughs, or symbols).

- **AUDIO RECORDING:**

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

EXHIBIT B
AUDIO FOR ADA UNIT

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

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

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

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

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

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

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

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

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

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District within Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on November 7, 2023:

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

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

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

(INSERT HERE)

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

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

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

Date:

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

Dear Pam:

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

DISTRICT NAME

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

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

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

(Insert Question name and number here)

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

Fiscal Information: is required with your Ballot Tabor Notice submission

Fiscal Year Spending Information:

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

Overall percentage change in fiscal year spending: [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

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

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

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

T: 7N R: 52W S:6 & 4; and

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (Circle One) along bore under, or trench across Iris Drive, to benefit the above described premises; and

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

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

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct Electrical Distribution, described above, in the right of way of Iris Drive, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than 8/31/23.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Xcel Energy
Right of Way
ROW2023-7 July 2023
Iris Drive, Sterling

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

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

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

Other Provisions: _____

Land Owner #1

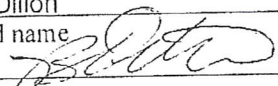
Signature Printed name _____

Land Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:

Brian Dillon
Printed name _____


Signature _____

Address: _____

Application Fee Paid _____

Date _____

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Xcel Energy
Right of Way
ROW2023-7 July 2023
Iris Drive, Sterling

RIGHT OF WAY
INSPECTION FORM

LOGAN COUNTY, 315 MAIN STREET, STERLING, CO 80751

PERMIT DATE _____

PROJECT ADDRESS _____

OWNER _____ ADDRESS _____

DESCRIPTION OF WORK _____

TO SCHEDULE AN INSPECTION, PLEASE CALL 970-522-3426 OR 970-520-6370

THE ISSUANCE OR GRANTING OF THIS PERMIT SHALL NOT BE CONSTRUED TO BE A PERMIT FOR, OR AN APPROVAL OF ANY VIOLATION OF ANY OF THE PROVISIONS OF THE ORDINANCES OF LOGAN COUNTY. PERMITS PRESUMING TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ORDINANCES OF LOGAN COUNTY SHALL NOT BE VALID. THIS PERMIT SHALL EXPIRE IF WORK AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS.

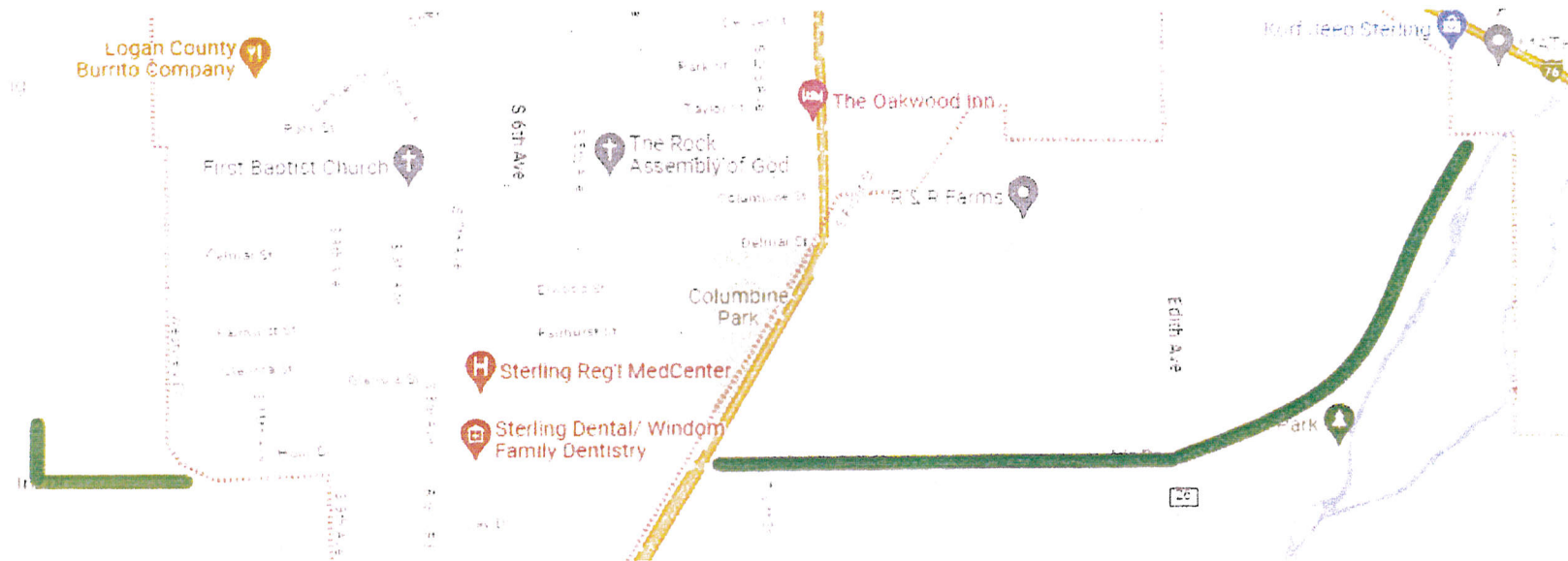
Logan County Inspector _____ Date _____

Work Performed By _____

Approved _____ NOT Approved _____ Depth _____

Notes: _____

Xcel Energy
Right of Way
ROW2023-7 July 2023
Iris Drive, Sterling

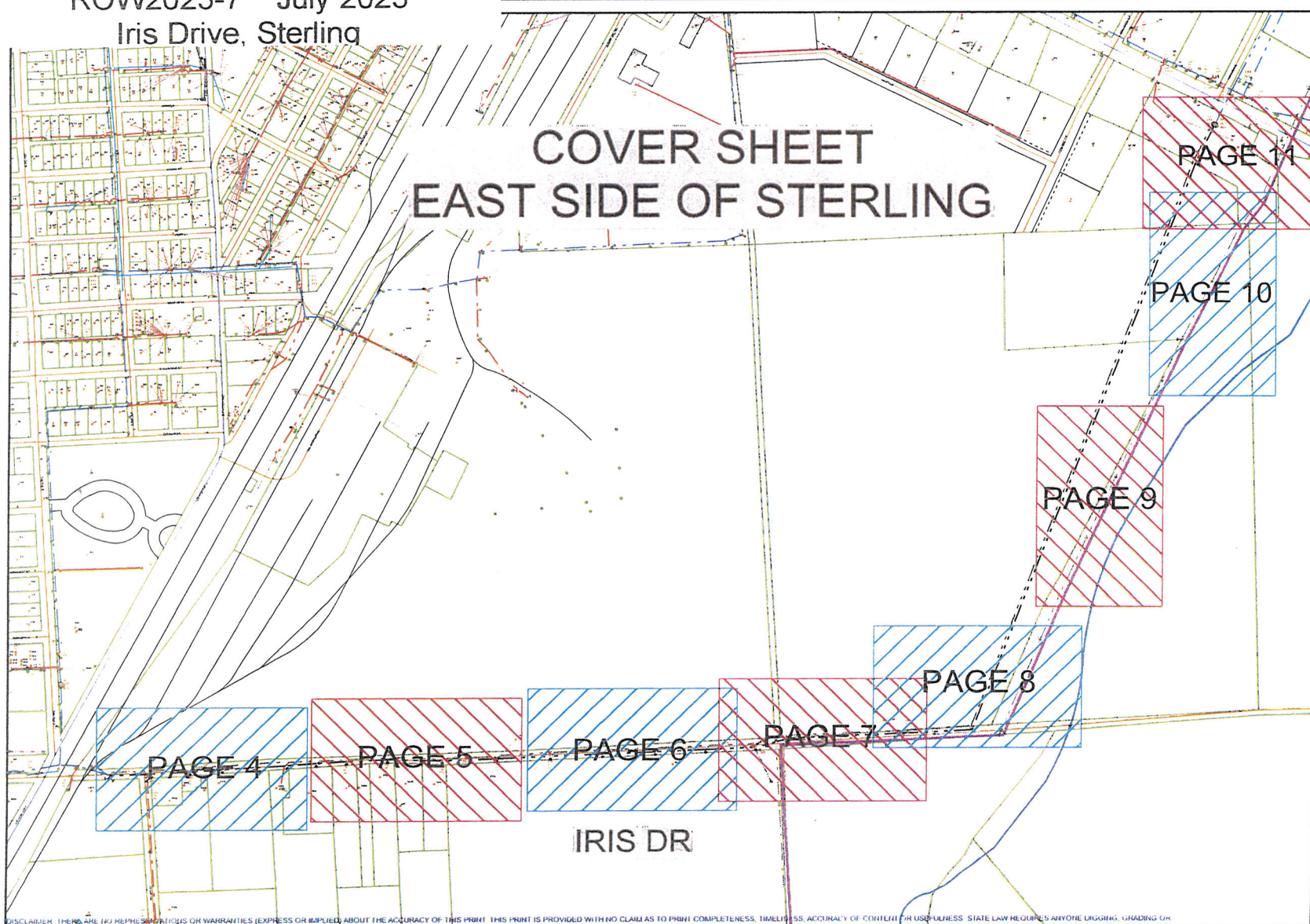


Replacing and upgrading 28 existing poles and conductor along IRIS Drive as illustrated on above map in Green.

Xcel Energy
Right of Way
ROW2023-7 July 2023
Iris Drive, Sterling

Xcel Energy
 Right of Way
 ROW2023-7 July 2023
 Iris Drive, Sterling

**COVER SHEET
 EAST SIDE OF STERLING**



County Road 26

Earth Job

PAGE 11

PAGE 10

PAGE 9

PAGE 8

PAGE 7

PAGE 6

PAGE 5

PAGE 4

IRIS DR

Work Order Information

Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303) 788-9119
Manager Approval	

Job Details

E:	N/A	G:	N/A
T:	N/A	C:	N/A

Design Location

Division	HIGH PLAINS REGION		
County	Logan		
City	STERLING		
Address	18200 IRIS DR		
T: 8N	R: 52W	S: 32	
Map #	2637474 03	Permit	Logan

Feeder: STER1327H Voltage: 13.2 kV

Phase: ABC Bkup Dev ID: N/A

System : N/A Pressure : N/A

Size : N/A Material : N/A

Dead End : N/A

Work Order # :
 Date: 04/28/2023

Sketch: 1 Of 1 Sketch Data
 Scale: 1" equals 500'



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CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

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P-51
INSTALL:
 - PMH-9 SWITCHGEAR CABINET,
 REF. P-18

277/480
 750
 021
 568

XSM-20
 ZABC
 45568

100SM-20
 YABC
 45569

SRC087288 - 18300 IRIS DR, STERLING, CO 80751
 NEW PRIMARY METER TO SERVE SOLAR GARDEN

INSTALL:
 (18) 45' CLASS 2 POLES
 (10) 60' CLASS 2 POLES
 (10250') 3PH 336 PRIMARY & 2/0 NEUTRAL
 (2850') 3PH 1000 AL UG C/N
 (1) 3PH 15kV SWITCHES
 (1) 15 kV PRIMARY METER
 (7) 25A K-LINK FUSES
 (3) 100A K-LINK FUSES
 (2) 800A VIPER RECLOSER
 (1) PMH-9 SWITCHGEAR CABINET

REMOVE:
 (8) 35' CLASS 5 POLES
 (2) 40' CLASS 3 POLES
 (6) 40' CLASS 4 POLES
 (3) 45' CLASS 3 POLES
 (9) 50' CLASS 2 POLES
 (900') 3PH 1/0 AL UG C/N
 (1) 3PH 15kV SWITCHES
 (3) 25A K-LINK FUSES
 (3) 100A K-LINK FUSES

REQUIREMENTS:
 TRAFFIC CONTROL, PERMIT (LOGAN), STORMWATER

DESIGN CONTACT:
 JUAN LEON, 303.788.9119, JUAN.J.LEON@XCELENERGY.COM

CUSTOMER CONTACT:
 LUCAS MURPHY, 888.734.3033, EPCM@PIVOTENERGY.NET

NOTES:
 - CUSTOMER TO STAKE EQUIPMENT AND RUNNING LINES
 - TRANSFORMER OPENINGS INCLUDED IN THIS WORK ORDER
 - CUSTOMER TO PROVIDE EASEMENT FOR XFMR & RUNNING LINES

REMOVE:
 - 900' 1/0 AL UG PRIMARY

INSTALL:
 - 900' 1000 AL UG PRIMARY,
 REF. P-18

NOTE:
 6" CONDUIT INSTALLED ON
 WO107152941, NEW
 CONDUCTOR JUST NEEDS
 TO BE PULLED THROUGH

P-3
INSTALL:
 45' CLASS 2 POLE
 3PH 336 ACSR NH DE HW, REF. C-309
 15kV PRIMARY METER, REF. C-96
 ANCHORS & GUYS, REF. B-11

P-2
INSTALL:
 50' CLASS 2 POLE
 2 - 3PH 336 ACSR NH DE HW, REF. C-309
 800A VIPER RECLOSER, REF. F-28

NOTES:
 COMMS TO BE INSTALLED ON A
 SEPARATE WO BUT AT THE SAME TIME
 AS THE RECLOSER
 REQUEST RECLOSER SETTINGS FROM
 AE

INSTALL:
 - 275' 336 ACSR PRIMRY &
 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 50' #2 ACSR PRIMARY &
 NEUTRAL

INSTALL:
 - 50' 336 ACSR PRIMRY &
 2/0 NEUTRAL, REF. C-F

P-5
REMOVE:
 40' CLASS 4 POLE
 3PH #2 NH TAN HW

INSTALL:
 45' CLASS 2 POLE
 3PH 336 NH TAN HW, REF.
 C-52/C-301

TRANSFER:
 3PH XFMR TO NEW POLE

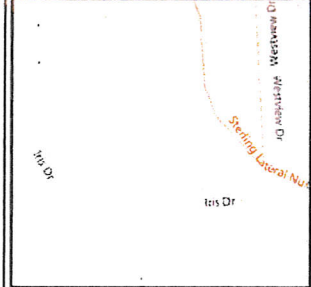
REMOVE:
 - 200' #2 ACSR PRIMARY
 & NEUTRAL

INSTALL:
 - 200' 336 ACSR PRIMRY
 & 2/0 NEUTRAL, REF. C-F

P-1
INSTALL:
 - 45' CLASS 2 POLE
 - 3PH 336 NH SLACK SPAN #2 HW,
 REF. C-52/C-307
 - ANCHOR & GUY, REF. B-6

P-4
REMOVE:
 3PH #2 NH DE HW
 3PH TERM POLE

INSTALL:
 3PH 336 NH HA/SLACK SPAN #1 HW,
 REF. C-52/C-307
 3PH TERM POLE, REF. XX-XX
 ANCHOR & GUY, REF. B-11



PAGE 1

Service Information	
Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303)788-9119
Manager Approval	

Job Info	
E:	N/A
G:	N/A
T:	N/A
C:	N/A

Design Location	
Division	HIGH PLAINS REGION
County	Logan
City	Sterling
Address	18200 IRIS DR
T: BN	R: 52W S: 31
Map #	2628474 03
Permit	Logan

Feeder	
Feeder	STER1327H
Voltage	
Phase	ABC
Bkup Dev ID	N/A

System	
System	13.2 KV
Pressure	N/A
Size	N/A
Material	N/A
Dead End	N/A

Work Order #:
 Date: 04/25/2023
 Sketch: 01Of11Sketch Data
 Scale: 1" equals 75'



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 CHANGES MADE AS INDICATED
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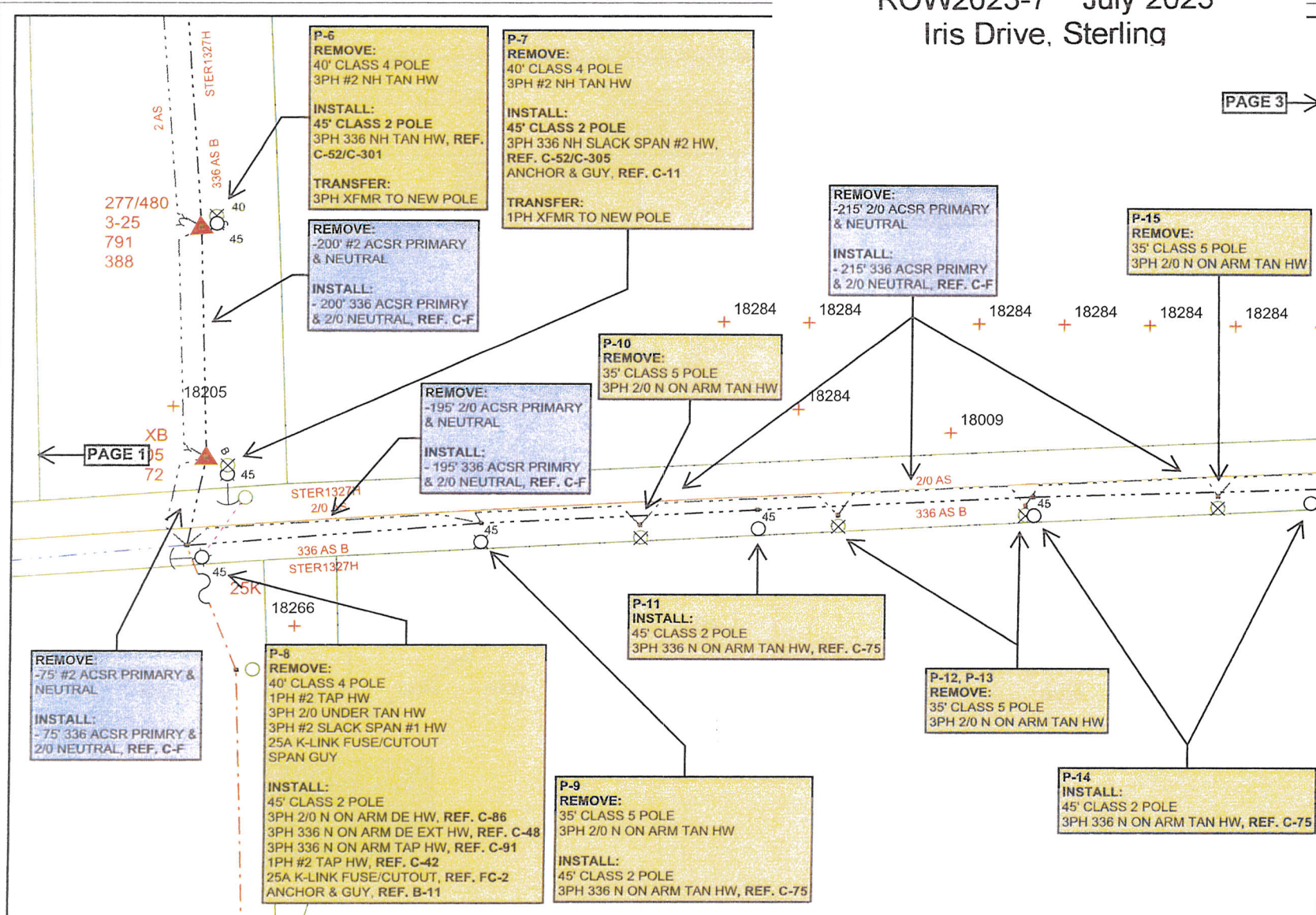
RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

PAGE 2

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 Right of Way
 ROW2023-7 July 2023

Xcel Energy Right of Way ROW2023-7 July 2023 Iris Drive, Sterling



PAGE 3 →

PAGE 2

Work Order Information	
Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303) 788-9119
Manager Approval	

Job Data	
E:	N/A
G:	N/A
T:	N/A
C:	N/A

Design Location	
Division	HIGH PLAINS REGION
County	Logan
City	STERLING
Address	18200 IRIS DR
T: 8N	R: 52W S: 31
Map #	2628472 03
Permit	Logan

Feeder	
Feeder:	STER1327H Voltage: 13.2 kV
Phase:	ABC Bkup Dev ID: N/A

System	
System	N/A Pressure: N/A
Size	N/A Material: N/A
Dead End	N/A

Work Order #
Date: 04/25/2023

Sketch: 02 Of 11 Sketch Data
Scale: 1" equals 75'



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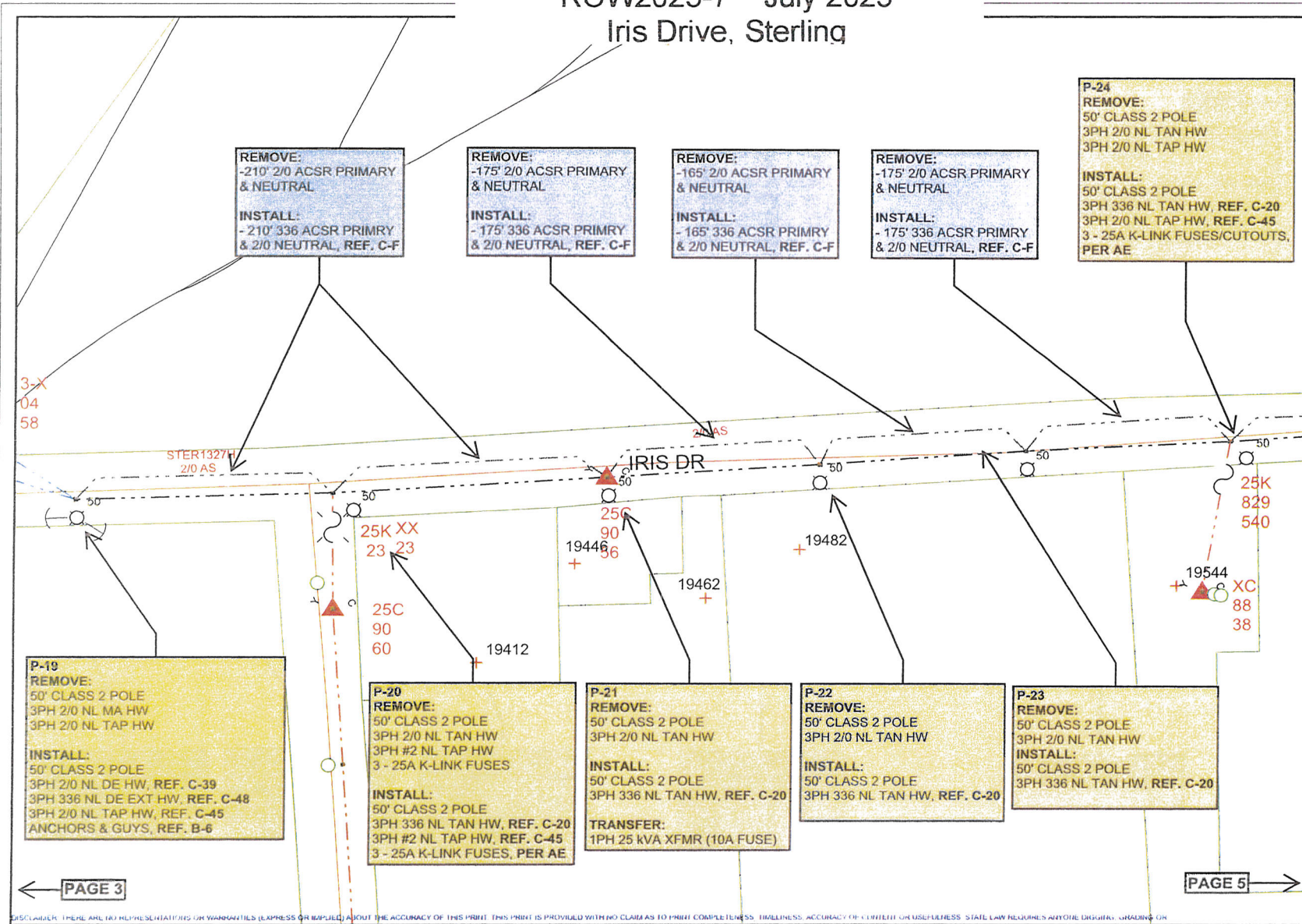
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 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

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PAGE 4

Service Request #	000013643029
Design Number	00000114573
Designer/Planner ID	229012
Designer/Planner Name	James Stranes
Designer/Planner Ph #	(303) 788-9119
Manager Approval	

E: N/A	G: N/A
T: N/A	C: N/A

Division	HIGH PLAINS REGION		
County	Logan		
City	STERLING		
Address	18200 IRIS DR		
T: 7N	R: 52W	S: 5	
Map #	2634472 03	Permit	Logan

Feeder	STER1327H	Voltage	13.2 kV
Phase	ABC	Bkup Dev ID	N/A
System	N/A	Pressure	N/A
Size	N/A	Material	N/A
Dead End	N/A		

Work Order # :
Date: 04/27/2023
Sketch: 1 Of 1 Sketch Data
Scale: 1" equals 75'



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RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

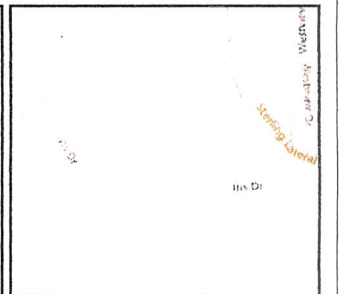
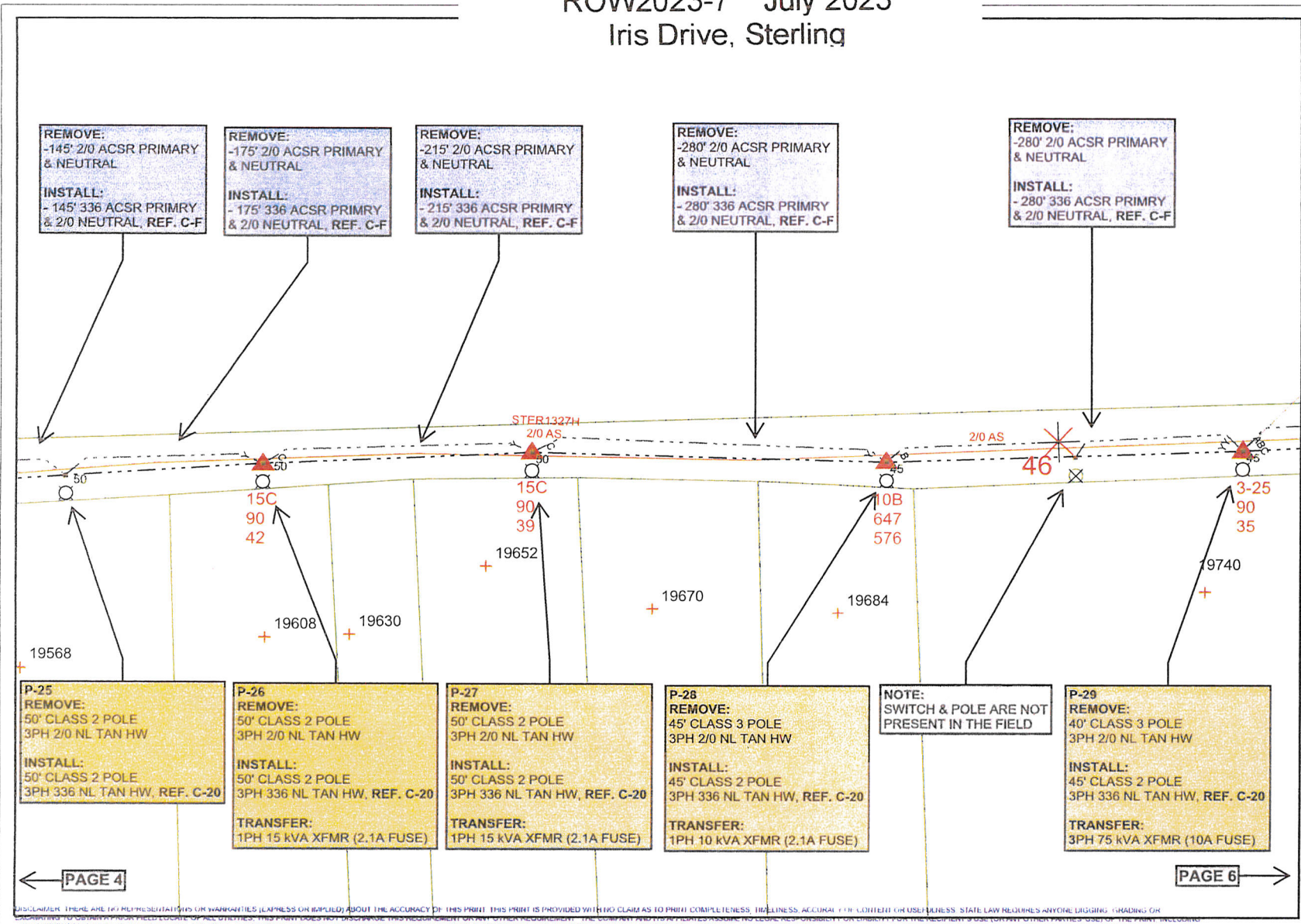
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PAGE 5

Work Order Information	
Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303) 789-9119
Manager Approval	
Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A
Design Details	
Division	HIGH PLAINS REGION
County	Logan
City	STERLING
Address	18200 IRIS DR
T: 7N	R: 52W
S: 5	Map # : 2634472 03
Permit	Logan
Electrical	
Feeder	STERLING 1327H
Voltage	13.2 kV
Phase	ABC
Bkup Dev ID	N/A
Cable	
System	N/A
Pressure	N/A
Size	N/A
Material	N/A
Dead End	N/A
Work Order #	
Date	04/21/2023
Sketch	05 Of 1 Sketch Data
Scale	1" equals 75'
CONSTRUCTION USE ONLY	
<input type="checkbox"/>	NO CHANGES (BUILT AS DESIGNED)
<input type="checkbox"/>	CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)
RFO	
FOREMAN	DATE
TEAM LEADER	

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REMOVE:
-280' 2/0 ACSR PRIMARY
& NEUTRAL

INSTALL:
-280' 336 ACSR PRIMRY
& 2/0 NEUTRAL, REF. C-F

REMOVE:
-270' 2/0 ACSR PRIMARY
& NEUTRAL

INSTALL:
- 270' 336 ACSR PRIMRY
& 2/0 NEUTRAL, REF. C-F

REMOVE:
-280' 2/0 ACSR PRIMARY
& NEUTRAL

INSTALL:
- 280' 336 ACSR PRIMRY
& 2/0 NEUTRAL, REF. C-F

REMOVE:
-270' 2/0 ACSR PRIMARY
& NEUTRAL

INSTALL:
- 270' 336 ACSR PRIMRY
& 2/0 NEUTRAL, REF. C-F

REMOVE:
-280' 2/0 ACSR PRIMARY
& NEUTRAL

INSTALL:
- 280' 336 ACSR PRIMRY
& 2/0 NEUTRAL, REF. C-F

P-30
REMOVE:
40' CLASS 3 POLE
3PH 2/0 NL TAN HW

INSTALL:
45' CLASS 2 POLE
3PH 336 N ON ARM TAN HW, REF. C-20

TRANSFER:
3PH 1200 KVAR SWITCHED CAP. BANK,
REF. I-20

P-31
REMOVE:
35' CLASS 5 POLE
3PH 2/0 NL TAN HW

INSTALL:
45' CLASS 2 POLE
3PH 336 N ON ARM TAN HW, REF. C-75

P-32
REMOVE:
40' CLASS 3 POLE
3PH 2/0 NL TAN HW

INSTALL:
45' CLASS 2 POLE
3PH 336 N ON ARM TAN HW, REF. C-75

P-33
REMOVE:
40' CLASS 4 POLE
3PH 2/0 NL TAN HW

INSTALL:
45' CLASS 2 POLE
3PH 336 N ON ARM TAN HW, REF. C-75

County Road 25

PAGE 6

Work Order Information	
Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303) 788-9119
Manager Approval	

Design Location	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	HIGH PLAINS REGION
County	Logan
City	STERLING
Address	18200 IRIS DR
T: 7N	R: 52W S: 5
Map #	2637472 03
Permit	Logan

Feeder	STER1327H	Voltage	13.2 kV
Phase	ABC	Bkup Dev ID	N/A

System	N/A	Pressure	N/A
Size	N/A	Material	N/A
Dead End	N/A		

Work Order # :
Date: 04/22/2023
Sketch: 06 Of 11 Sketch Data
Scale: 1" equals 75'



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 CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

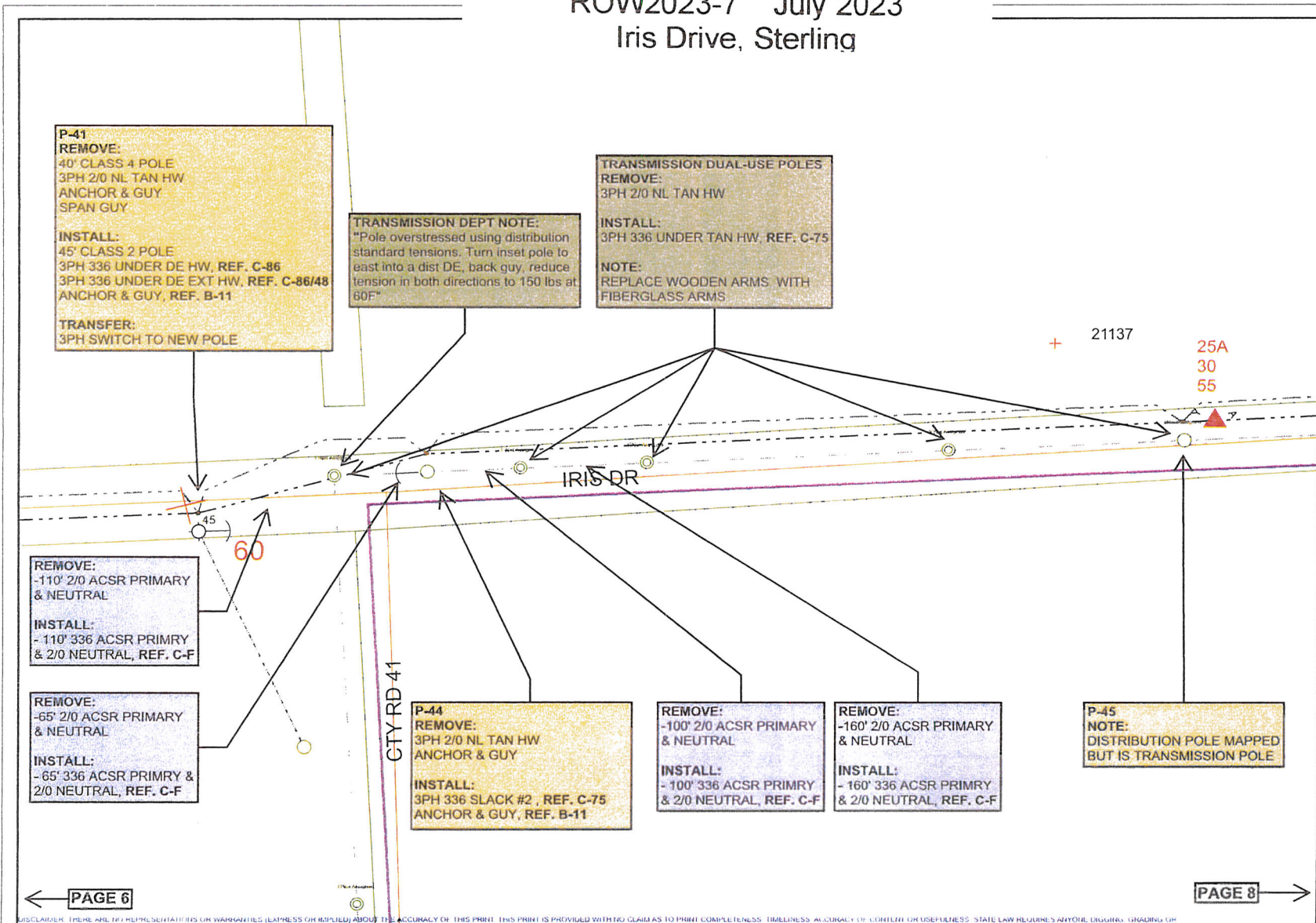
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PAGE 7 →

Xcel Energy Right of Way ROW2023-7 July 2023 Iris Drive, Sterling



P-41 REMOVE:
40' CLASS 4 POLE
3PH 2/0 NL TAN HW
ANCHOR & GUY
SPAN GUY

INSTALL:
45' CLASS 2 POLE
3PH 336 UNDER DE HW, REF. C-86
3PH 336 UNDER DE EXT HW, REF. C-86/48
ANCHOR & GUY, REF. B-11

TRANSFER:
3PH SWITCH TO NEW POLE

TRANSMISSION DEPT NOTE:
Pole overstressed using distribution standard tensions. Turn inset pole to east into a dist DE, back guy, reduce tension in both directions to 150 lbs at 60F

TRANSMISSION DUAL-USE POLES

REMOVE:
3PH 2/0 NL TAN HW

INSTALL:
3PH 336 UNDER TAN HW, REF. C-75

NOTE:
REPLACE WOODEN ARMS WITH FIBERGLASS ARMS

REMOVE:
-110' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
-110' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

REMOVE:
-65' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
-65' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

P-44 REMOVE:
3PH 2/0 NL TAN HW
ANCHOR & GUY

INSTALL:
3PH 336 SLACK #2, REF. C-75
ANCHOR & GUY, REF. B-11

REMOVE:
-100' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
-100' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

REMOVE:
-160' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
-160' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

P-45 NOTE:
DISTRIBUTION POLE MAPPED BUT IS TRANSMISSION POLE

County Road 26

E. Iris Dr

PAGE 7

Work Order Information

Service Request #	: 13643029
Design Number	: 1114573
Designer/Planner ID	: 308140
Designer/Planner Name	: Juan Leon
Designer/Planner Ph #	: (303) 788-9119
Manager Approval	

Joint Utility

E: N/A	G: N/A
T: N/A	C: N/A

Design Location

Division	: HIGH PLAINS REGION		
County	: Logan		
City	: STERLING		
Address	: 18200 IRIS DR		
T: 7N	R: 52W	S: 4	
Map #	: 2637472 03	Permit	: Logan

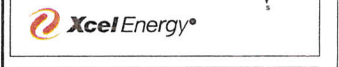
Electric

Feeder: STER1327H	Voltage: 13.2 kV
Phase: ABC	Bkup Dev ID: N/A

Gas

System	: N/A	Pressure	: N/A
Size	: N/A	Material	: N/A
Dead End	: N/A		

Work Order # :
Date: 04/25/2023
Sketch: 070115Sketch Data
Scale: 1" equals 75'



← **PAGE 6**

PAGE 8 →

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 CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
FOREMAN _____ DATE _____
TEAM LEADER _____

Xcel Energy
 Right of Way July 2023
 ROW2023-7 Iris Drive, Sterling

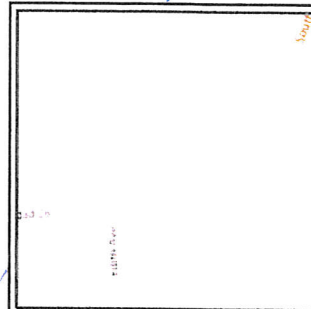
TRANSMISSION DUAL-USE POLES
 REMOVE:
 3PH 2/0 NL TAN HW
 INSTALL:
 3PH 336 UNDER TAN HW, REF. C-75
 NOTE:
 REPLACE WOODEN ARMS WITH
 FIBERGLASS ARMS

REMOVE:
 - 350' 2/0 ACSR PRIMARY
 & NEUTRAL
 INSTALL:
 - 350' 336 ACSR PRIMRY
 & 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 360' 2/0 ACSR PRIMARY
 & NEUTRAL
 INSTALL:
 - 360' 336 ACSR PRIMRY
 & 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 350' 2/0 ACSR PRIMARY
 & NEUTRAL
 INSTALL:
 - 350' 336 ACSR PRIMRY
 & 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 265' 2/0 ACSR PRIMARY
 & NEUTRAL
 INSTALL:
 - 265' 336 ACSR PRIMRY
 & 2/0 NEUTRAL, REF. C-F



Issue Date Information

Service Request #	: 13643029
Design Number	: 1114573
Designer/Planner ID	: 308140
Designer/Planner Name	: Juan Leon
Designer/Planner Ph #	: (303)788-9119
Manager Approval	:

Job A Job

E:	N/A	G:	N/A
T:	N/A	C:	N/A

Design Location

Division	: HIGH PLAINS REGION		
County	: Logan		
City	: Sterling		
Address	: 18200 IRIS DR		
T: 8N	R: 52W	S: 33	
Map #	: 2640474 03	Permit	: Logan

Electric

Feeder	: STER1327H	Voltage	:
Phase	: ABC	Bkup Dev ID	: N/A

Other

System	: 13.2 KV	Pressure	: N/A
Size	: N/A	Material	: N/A
Dead End	: N/A		

Work Order #:
 Date: 04/22/2023
 Sketch: 09 Of 11 Sketch Data
 Scale: 1" equals 75'



CONSTRUCTION USE ONLY

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 CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL
 MEASUREMENTS FROM THE FIELD SITE)

RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

Xcel Energy

Right of Way

ROW2023-7 July 2023

Iris Drive, Sterling

TRANSMISSION DUAL-USE POLES
REMOVE:
 3PH 2/0 NL TAN HW

INSTALL:
 3PH 336 UNDER TAN HW, REF. C-75

NOTE:
 REPLACE WOODEN ARMS WITH FIBERGLASS ARMS

TRANSMISSION DEPT NOTE:
 "Re-verify pole size. Design called for 65'-H2, field notes say 65' - C1. If 65' C1 then it needs replaced with a 65' H2"

REMOVE:
 - 325' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
 - 325' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 350' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
 - 350' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

TRANSMISSION DEPT NOTE:
 "Add dist guy to east on bisector"

TRANSMISSION DUAL-USE POLES
REMOVE:
 3PH 2/0 NL TAN HW
 ANCHOR & GUY

INSTALL:
 3PH 336 UNDER TAN HW, REF. C-75
 ANCHOR & GUY, REF. B-11

NOTE:
 REPLACE WOODEN ARMS WITH FIBERGLASS ARMS

REMOVE:
 - 240' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
 - 240' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

REMOVE:
 - 235' 2/0 ACSR PRIMARY & NEUTRAL

INSTALL:
 - 235' 336 ACSR PRIMRY & 2/0 NEUTRAL, REF. C-F

PAGE 11

PAGE 10

Work Order Information	
Service Request #	: 000013843029
Design Number	: 1114573
Designer/Planner ID	: 308140
Designer/Planner Name	: Juan Leon
Designer/Planner Ph #	: (303)788-9119
Manager Approval	

Juris. Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Diagn. Location	
Division	: HIGH PLAINS REGION
County	: Logan
City	: Sterling
Address	: 19200 IRIS DR
T: 8N	R: 52W S: 33
Map #	: 2640476 03 Permit : Logan

Feeder	
Feeder	: STER1327H Voltage:
Phase	: ABC Bkup Dev ID: N/A

Gas	
System	: 13.2 KV Pressure : N/A
Size	: N/A Material : N/A
Dead End	: N/A

Work Order # :
 Date: 04/26/2023
 Sketch: 1 Of 1 Sketch Data
 Scale: 1" equals 75'



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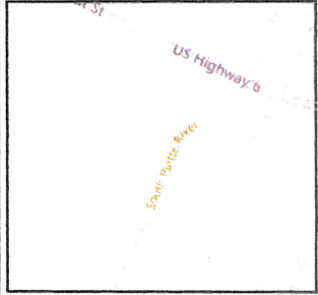
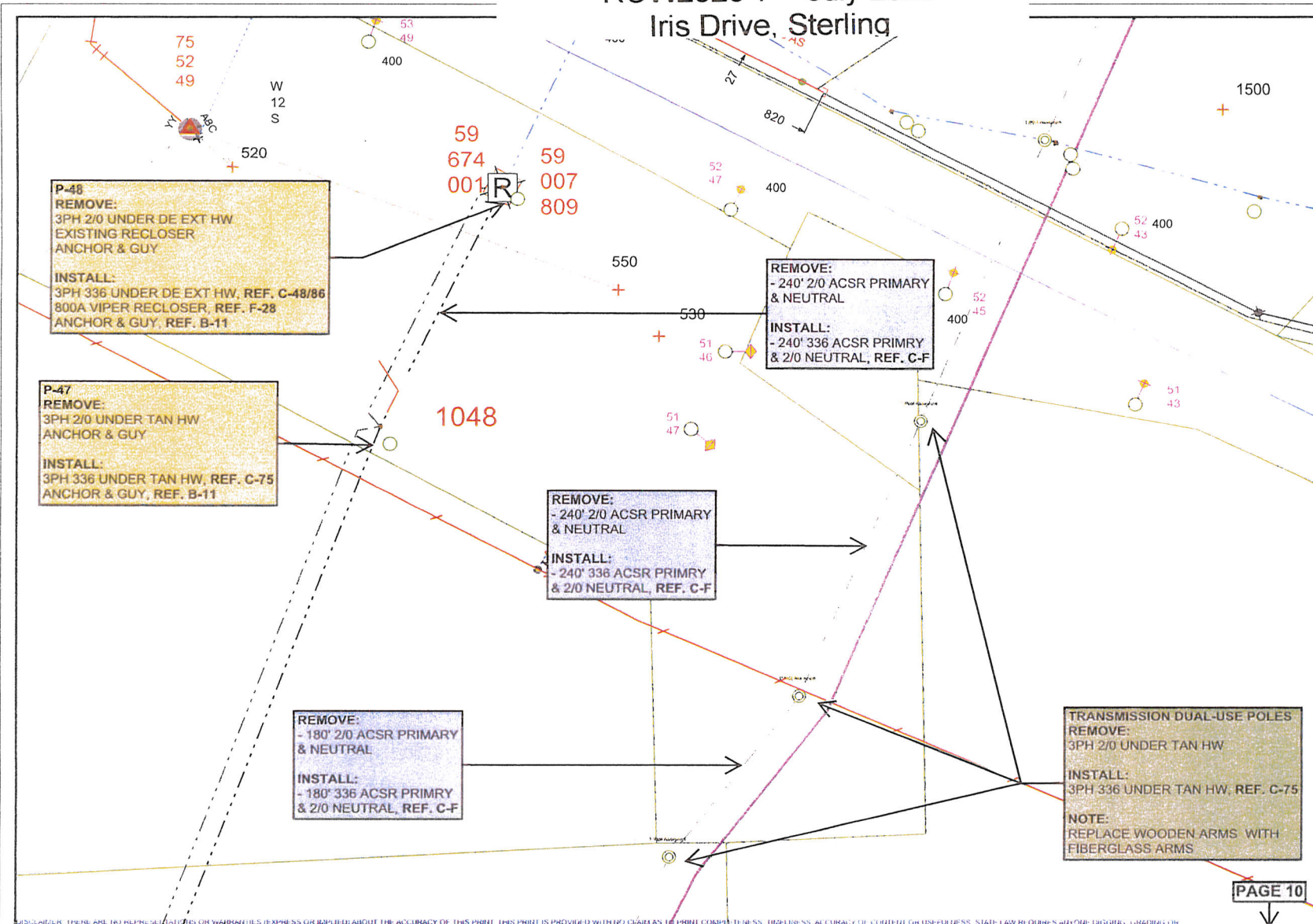
NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____
 FOREMAN _____ DATE _____
 TEAM LEADER _____

PAGE 9

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Xcel Energy Right of Way ROW2023-7 July 2023 Iris Drive, Sterling



PAGE 11

Work Order Information	
Service Request #	13643029
Design Number	1114573
Designer/Planner ID	308140
Designer/Planner Name	Juan Leon
Designer/Planner Ph #	(303) 788-9119
Manager Approval	

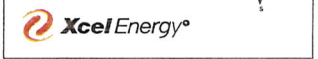
Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A

Design Location	
Division	HIGH PLAINS REGION
County	Logan
City	STERLING
Address	18200 IRIS DR
T: 8N	R: 52W
S: 33	
Map #	2640476 03
Permit	Logan

Feeder	
Feeder: STER1327H	Voltage: 13.2 kV
Phase: ABC	Bkup Dev ID: N/A

System	
System	N/A
Pressure	N/A
Size	N/A
Material	N/A
Dead End	N/A

Work Order #	
Date	04/28/2023
Sketch	08/01/11 Sketch Data
Scale	1" equals 75'



CONSTRUCTION USE ONLY

NO CHANGES (BUILT AS DESIGNED)

CHANGES MADE AS INDICATED
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____

FOREMAN _____ DATE _____

TEAM LEADER _____

PAGE 10

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RESOLUTION

NO. 2023 - 20

A Resolution of the Board of County Commissioners of Logan County, Colorado, further extending the temporary moratorium on the issuance of permits related to the operation of community solar garden facilities in Logan County.

WHEREAS, Logan County previously adopted a temporary moratorium on the issuance of permits related to community solar garden facilities in the form of Resolution 2022-11, which was subsequently extended by Resolution 2022-32, Resolution 2023-7, and Resolution 2023-9; and

WHEREAS, county staff and the Logan County Planning Commission continue the process of developing regulations that address the complex regulatory issues involved and needs additional time to develop and approve regulations that address those issues; and

WHEREAS, extending the temporary moratorium on the submission, acceptance, processing and approval of County permits related to the development of community solar garden facilities will allow county staff and the Planning Commission to further study the relevant issues and develop appropriate regulations relating thereto; and

WHEREAS, extending the moratorium for a reasonable amount of time is deemed necessary to properly investigate, develop, adopt and implement regulations that are in the best interests of the health, safety and welfare of the citizens of Logan County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that:

1. The temporary moratorium imposed by Resolution 2022-11, and extended by Resolution 2022-32, Resolution 2023-7, and Resolution 2023-9, is hereby further extended until September 1, 2023 unless sooner repealed.
2. The Board of County Commissioners hereby finds and declares that this Resolution is necessary for the preservation and furtherance of the health, safety and welfare of the citizens of Logan County.
3. The Board of County Commissioners finds and determines that it has the authority to adopt this Resolution pursuant to: 1) the Local Government Land Use Control Enabling Act, C.R.S. §29-20-101, *et seq.*; 2) C.R.S. §30-11-101(2) concerning the authority of counties to adopt and enforce ordinances and resolutions regarding health, safety and welfare issues as otherwise prescribed by law; 3) C.R.S. §30-11-107 concerning general powers of the Boards of County Commissioners; 4) C.R.S. §30-28-113 concerning the regulation of the use of structures in various zone districts throughout Logan County; and 5) C.R.S. §30-28-115 concerning the promotion of the

health, safety, convenience, order and/or welfare of the citizenry through the use of land use regulations.

ADOPTED AND SIGNED this 5th day of July, 2023, effective July 1, 2023.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Jerry A. Sonnenberg, Chairman

_____(Aye) (Nay)
Joseph A. McBride

_____(Aye) (Nay)
Mike Brownell

I, Pamela M. Bacon, Logan County Clerk and Recorder, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of Logan County, Colorado, sitting in regular session on the 5th day of July, 2023.

Clerk and Recorder

RESOLUTION

NO. 2023-21

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

A Resolution approving the application of Douglas E. Fritzler and Karen E. Fritzler to vacate Subdivision Exemption Plat No. 99-15, recorded at Reception No. 635027, Book 923, Page 84, of the records of the Logan County Clerk and Recorder.

WHEREAS, Douglas E. Fritzler and Kenneth L. Fritzler, current property owners, request to vacate Subdivision Exemption Plat No. 99-15, which was originally approved by Resolution No. 99-24, recorded at Book 923 and Page 83 of the records of the Logan County Clerk and Recorder; and

WHEREAS, Subdivision Exemption Plat No. 99-15 involves a 3.19 acre parcel that is located in a portion of the NW1/4 of Section 7, Township 7 North, Range 52 West of the 6th P.M., Logan County, Colorado; and

WHEREAS, the vacation of Subdivision Exemption Plat No. 99-15 is requested so that the applicants may adjust boundary lines of contiguous land and create an alternative subdivision exemption parcel; and

WHEREAS, Section 6.2.1 of the Logan County Subdivision Regulations provides that the owners of lots in any approved subdivision may petition the Planning Commission to vacate the plat with respect to their properties; and

WHEREAS, the Logan County Planning Commission approved the application to vacate Subdivision Exemption Plat No, 99-15 at its meeting on June 20, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application is hereby GRANTED. Subdivision Exemption Plat No. 99-15, which is recorded at Reception No. 635027, Book 923, Page 84, of the records of the Logan County Clerk and Recorder, is hereby vacated.

Adopted and signed this 5th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

(Aye)(Nay)

Jerry A. Sonnenberg, Chairman

(Aye)(Nay)

Joseph A. McBride, Commissioner

(Aye)(Nay)

Mike Brownell, 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 duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 5th day of July, 2023.

County Clerk and Recorder

LOGAN COUNTY VACATION APPLICATION
BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PLANNING & ZONING
315 MAIN STREET, STERLING, CO 80751
(970) 522-7879

Type of Vacation:

- Alley
- Platted Street
- County Road
- Subdivision Exemption
- Subdivision

Location of Vacation:

Legal: Quarter NW4 NW4 Section 7 Township 7 Range 52

Lot _____ Block _____ Address _____

Description of Vacation:

Vacate previous Sub X Create New Correcting
boundary lines

Reason for Vacation:

PETITION FOR VACATION

TO: THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Applicant: Doug Karen Fritzier Phone: _____

Address: 18234 CR 24 Sterling CO 80757

Applicant's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

FOR COUNTY USE

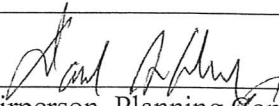
Application Fee: One Hundred Dollars (\$100.00)

Recording Fee: Thirteen Dollars (\$13.00)

Date of Planning Commission: _____

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Vacation: _____



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Vacation: _____

Date Granted: _____

Date Denied: _____

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

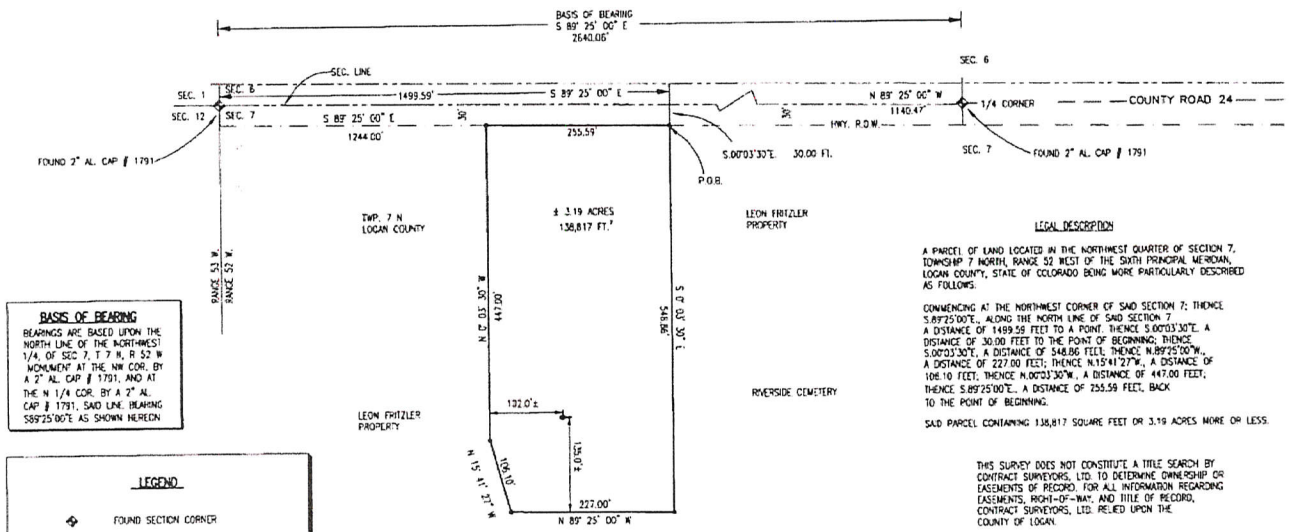
Mike Brownell (Aye) (Nay)

Original
Subdivision
Exemption

1 YEAR AFTER THIS PLAT IS FILED IN THE PUBLIC RECORDS
COUNTY CLERK'S OFFICE, LOGAN COUNTY, COLORADO
1. If a 2" AL. CAP # 1791 IS FOUND AT THE CORNER, THE BEARING SHALL BE S 89° 25' 00" E 7643.06'

SUBDIVISION EXEMPTION PLAT NO. 99-15

FOR LEON E. FRITZLER
NW 1/4
SEC. 7, TOWNSHIP 7 N., RANGE 52 W.,
6TH PRINCIPAL MERIDIAN, COUNTY OF LOGAN, STATE OF COLORADO



BASIS OF BEARING
BEARINGS ARE BASED UPON THE NORTH LINE OF THE NORTHWEST 1/4 OF SEC. 7, T. 7 N., R. 52 W. MONUMENT AT THE NW COR. BY A 2" AL. CAP # 1791, AND AT THE N 1/4 COR. BY A 2" AL. CAP # 1791, SAID LINE BEARING S 89° 25' 00" E AS SHOWN HEREON

LEGEND

- ◆ FOUND SECTION CORNER
- SECTION LINE
- - - RIGHT OF WAY LINE
- SET PROPERTY PIN & CAP LS 1735
- EXISTING WELL

COMMISSIONER'S CERTIFICATE
THIS PLAT IS ACCEPTED AND APPROVED FOR FILING:
ATTEST: *[Signature]*
CHIEF CLERK OF THE BOARD OF COUNTY COMMISSIONERS
DATED: April 29, 1999

ATTEST: *[Signature]*
COUNTY CLERK AND RECORDER

OWNER'S CERTIFICATION
I, LEON E. FRITZLER, BEING THE SOLE OWNER IN FEE OF THE ABOVE DESCRIBED PROPERTY, DO HEREBY WAIVE THE SAME AS SHOWN ON THIS PLAT.
[Signature]
THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 29th DAY OF April, A.D. 1999.
MY COMMISSION EXPIRES: 3/31/2001
NOTARY PUBLIC WITNESS MY HAND AND SEAL
[Signature]

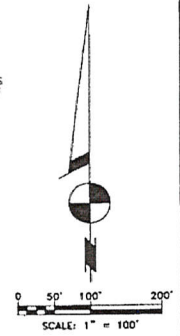
LEGAL DESCRIPTION
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7; THENCE S 89° 25' 00" E, ALONG THE NORTH LINE OF SAID SECTION 7 A DISTANCE OF 1489.59 FEET TO A POINT; THENCE S 00° 03' 30" E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE S 00° 03' 30" E, A DISTANCE OF 548.06 FEET; THENCE N 89° 25' 00" W, A DISTANCE OF 227.00 FEET; THENCE N 15° 41' 27" W, A DISTANCE OF 108.10 FEET; THENCE N 00° 03' 30" W, A DISTANCE OF 447.00 FEET; THENCE S 89° 25' 00" E, A DISTANCE OF 755.59 FEET, BACK TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 138,817 SQUARE FEET OR 3.19 ACRES MORE OR LESS.

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY CONTRACT SURVEYORS, LTD. TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHT-OF-WAY, AND TITLE OF RECORD, CONTRACT SURVEYORS, LTD. RELIED UPON THE COUNTY OF LOGAN.

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

UTILITIES SHOWN HEREON ARE FROM APPARENT SURFACE EVIDENCE AND AVAILABLE UTILITY MAPS, AND MAY NOT BE COMPLETE. CONTRACT SURVEYORS, LTD. ASSUMES NO RESPONSIBILITY FOR ACTUAL LOCATION. A PROFESSIONAL LOCATING SERVICE SHOULD BE PERFORMED BEFORE BEGINNING ANY DIGGING OR EXCAVATION.

SURVEYORS CERTIFICATE: I CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED UNDER MY DIRECT RESPONSIBILITY, SUPERVISION, AND CHECKING.
ROBERT ALLEN CHICHESTER
COLORADO P.L.S. #7735
DATE OF SURVEY: 3-11-99 DATE: 3-26-99



NO.	DATE	REVISION	APPROVED

Power Exemption Co., Inc.
LAND SURVEYORS
1980 E. WARRIOR AVE., SUITE 113
DENVER, CO. 80214 1-800-821-2525

CLIENT:
DOUG FRITZLER
18234 CR. 24
STERLING, CO 80751

SUBDIVISION EXEMPTION PLAT NO. 99-15
NW 1/4
SEC. 7, TOWNSHIP 7 N., RANGE 52 W.,
6TH PRINCIPAL MERIDIAN, COUNTY OF LOGAN, STATE OF COLORADO

Scale: 1" = 100'
Surveyed by: CHICHESTER
Drawn by: KERRA C
Checked by: ROBERT ALLEN CHICHESTER
Date: 3-26-99
SHEET
1
OF
1
DWG # 11-

RESOLUTION

NO. 2023-22

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

**SUBDIVISION EXEMPTION FOR
DOUGLAS E. FRITZLER, KAREN E. FRITZLER, AND KENNETH L. FRITZLER.**

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, Douglas E. Fritzler, Karen E. Fritzler, and Kenneth L. Fritzler have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A tract of land located in the Northwest Quarter (NW1/4) of Section 7, Township 7 North, Range 52 West of the 6th Principle Meridian, Logan County, Colorado, described as follows:

Beginning at the West one-sixteenth (W1/16) Corner of Section 6 and said Section 7, from which the Northwest Corner of said Section 7 bears South 88°02'44" West, thence South 88°02'44" West, 87.11 feet along the North line of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of said Section 7;

Thence South 01°48'54" East, 489.28 feet;

Thence South 12°56'36" East, 52.15 feet;

Thence South 34°39'51" East, 49.71 feet;

Thence South 46°21'21" East, 275.64 feet;

Thence North 87°22'44" East, 40.00 feet to the East line extended Southerly of that Subdivision Exemption No. 99-15 as recorded at Reception No. 635028 of the records of Logan County, Colorado;

Thence North 02°36'28" West, 778.81 feet along the East line extended Southerly and the East line of said Subdivision Exemption No. 99-15 to the North line of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of said Section 7;

Thence South 88°02'50" West, 172.49 feet along the North line of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of said Section 7 to the West one-sixteenth (W1/16) Corner of said Sections 6 and 7 and the true point of beginning,

Area = 4.107 acres, more or less

(As represented on official Subdivision Exemption Plat 2023-22); and

WHEREAS, Douglas E. Fritzler, Karen E. Fritzler, and Kenneth L. Fritzler, intends to create a parcel, consisting of 4.107 acres more or less, subdivided from a 113.209 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 20, 2023; and

WHEREAS, a public hearing was held by the Board of County Commissioners on July 5, 2023, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

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

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.

2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by the Douglas E. Fritzler, Karen E. Fritzler, and Kenneth L. Fritzler, for a Subdivision Exemption for the creation of a 4.107 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-22, 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 5th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Jerry A. Sonnenberg, Chairman

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

(Aye)(Nay)
Mike Brownell, 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 5th day of July, 2023.

County Clerk and Recorder

38 0735 0702 0012

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date _____

1. Name of Subdivision Exemption _____

2. Name of Applicant Doug Fritzier Phone _____

Address 18234 CR 24 CO 80757
(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 Douglas Karen Fritzier Phone _____

Address 18234 CR 24
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer None Phone _____

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

6. Land Surveyor Wintan Phone _____

Address _____
(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 _____ side of _____

_____ Feet _____ of _____
(Direction) (Street)

9. Postal Delivery Area _____ School District _____

10. Total Acreage 4.107 Zone AS Number of Lots 1

11. Tax Map Designation: Section/Township/Range _____ Lot(s) _____

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

If so, list Case No. and Name _____

13. Is Deed recorded in Torrens System: Number N/A

14. Is Deed recorded in General System: Book _____ Page _____

15. Current Land Use: AS

16. Proposed Use of Each Parcel: residential

d/w N4 7-7-52

4.107 Ac Mol

Douglas Fritzier
Subdivision Exemption
SE2023-7 June 2023
18234 County Road 24

17. Proposed Water and Sewer Facilities: existing

18. Proposed Public Access to each new parcel: CR 24

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

List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

(Applicant Signature)

Mailing Address:

MY COMMISSION EXPIRES:

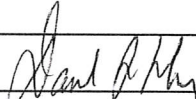
Douglas Fritzer
Subdivision Exemption
SE2023-7 June 2023
18234 County Road 24

FOR COUNTY USE

Application Fee: One Hundred (\$100.00) and Thirteen (\$13.00) separate check for recording fee. Date of Planning Commission: _____

Recommendation of Planning Commission: Approval _____ Denial

Recommended Conditions of Subdivision Exemption:



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

Douglas Fritzer
Subdivision Exemption
SE2023-7 June 2023
18234 County Road 24

**LEASE AGREEMENT
BETWEEN
LOGAN COUNTY and LOGAN COUNTY TRAP CLUB, LLC**

LOGAN COUNTY SHOOTING SPORTS COMPLEX

This Agreement is made and entered into effective the 1st day of March, 2023 between Logan County, by and through its Board of County Commissioners, 315 Main Street, Sterling, Colorado, a political subdivision of the State of Colorado (hereinafter referred to as “Landlord”) and the Logan County Trap Club, LLC, a Colorado limited liability company, 304 Platte Street, Sterling, Colorado (hereinafter referred to as “Tenant”).

WITNESSETH:

WHEREAS, Logan County owns the Logan County Shooting Sports Complex (hereinafter the “Complex”), located at 12515 Hwy 61, Sterling, Colorado, and more particularly diagramed in Exhibit A, attached hereto and fully incorporated by reference; and

WHEREAS, Logan County agrees to make certain portions of the Complex available for use by the Tenant; and

WHEREAS, Tenant wishes to utilize certain portions of the Complex, consisting of the trap/skeet shooting facilities and the shipping container in closest proximity, club house and concession building (and the contents of those structures) (hereinafter the “Leased Premises”) for the purpose of conducting organized shooting events; and

WHEREAS, Logan County agrees to make the Leased Premises available for use by the Tenant pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and covenants stated herein, including the rental amount, the sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

**ARTICLE I
Leased Premises**

Landlord hereby leases to Tenant, and Tenant hereby rents from the Landlord, the “Leased Premises”, consisting of the trap/skeet shooting facilities and the shipping container in closest proximity, club house and concession building (and the contents of those structures).

ARTICLE II
Term

The term of this Lease is for three (3) years, commencing March 1, 2023, and ending February 28, 2026, unless terminated earlier as specified herein. This Agreement may be renewed for an additional term or terms by separate written agreement of the Landlord and the Tenant.

ARTICLE III
Consideration

In exchange for the mutual promises and covenants contained herein, the Tenant agrees to pay the Landlord the sum of Two Thousand Five Hundred Dollars (\$2,500.00) annually, payable in full on or before July 1 each year.

ARTICLE IV
Purpose of Lease

The Leased Premises may be entered and used by Tenant to the extent reasonable and necessary for the limited purpose of conducting organized shooting events. Tenant shall not have exclusive possession of the Leased Premises but shall have the privilege of entering the Complex and using the Leased Premises as is reasonably necessary to accomplish the purposes set forth above. Landlord shall have the right to enter upon any of the Leased Premises for its own purposes, or to permit others to enter upon the premises so long as such entrance does not materially interfere with the purposes for which this Lease is granted.

ARTICLE V
Indemnification

Tenant shall exercise the privileges granted hereunder at its own cost and risk, and Tenant shall pay liability claims and expenses related thereto to Landlord and defend and hold harmless Landlord for any and all claims arising from alleged negligent acts or omissions of Tenant and any of its members, managers, officers, contractors, employees, agents or servants.

ARTICLE VI
Utilities

1. Landlord shall pay directly for any gas, electric, water, or other utilities used by Tenant for the purposes of this Agreement.
2. With regard to all utilities, Landlord shall not be liable in damages or otherwise for any interruption or failure thereof.

3. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utilities facility or in any way unreasonably increase the amount of utilities usually furnished or supplied for use of the Leased Premises. If any equipment installed by Tenant shall require additional utility facilities, the same shall be installed and maintained at Tenant's expense in accordance with plans and specifications that have been approved in writing by Landlord.

ARTICLE VII Prohibited Uses

1. Tenant will not use, occupy, or permit the Complex or the Leased Premises or any part thereof to be used or occupied for any unlawful or illegal business, use or purposes deemed by Landlord to be disreputable, or hazardous, not in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future laws, rules, requirements, orders, directions, ordinance, or regulations of the United States of America, State of Colorado, County of Logan or other municipal, governmental, or lawful authority whatsoever having jurisdiction.
2. Tenant shall not use the Leased Premises in any manner that will cause extraordinary erosion on the Leased Premises or contiguous properties.
3. No hazardous substances or materials are allowed on either the Complex or the Leased Premises. Hazardous substances or materials are those identified by the State of Colorado or Federal law or regulation as any substance with hazardous material classification greater than one (1) for health, fire, or reactivity and/or specific hazard designation.

ARTICLE VIII Alterations, Repairs and Maintenance

1. Tenant shall make no alterations to the Leased Premises, including any of its buildings, sheds, or structures, nor shall it install any utilities, pipes, wiring, cables or conduit.
2. Tenant shall promptly report to the Landlord or its designee, Dave Appelhans, any damage or need for repairs that is observed on the Leased Premises. Any portion of the Leased Premises that is damaged by Tenant or its members or invitees shall be repaired by Tenant, in the form and manner approved by Landlord, at no cost to Landlord.
3. Tenant shall perform routine maintenance on all trap-related equipment, at no cost to Landlord, and shall remove and dispose of all trash and thoroughly clean all areas used by its members and invitees, including the club house and concessions building, at the conclusion of each of its events.

4. Tenant's obligation to perform the covenants contained in this Article of this Agreement shall survive the expiration or other termination of the Agreement.

ARTICLE IX
Assignment and Subletting

Tenant shall not assign this Agreement to any other person or entity, or permit the use of the Leased Premises by any person or persons other than Tenant, its members and event invitees, or sublet the Leased Premises in whole or in part, without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

ARTICLE X
Access to Property

Landlord shall have the right to enter upon the Leased Premises at all times and without prior notice to inspect the same, to make repairs, additions or alteration to the Leased Premises not inconsistent with the purposes of this Agreement, and for any lawful purpose. Tenant acknowledges that the public may also enter upon the Leased Premises consistent with Landlord's provision of the Leased Premises for use by the public. Landlord shall have no liability to Tenant for any damages caused by others to any property owned by Tenant that is left on the Leased Premises.

ARTICLE XI
Liability Insurance and Indemnification

Indemnification:

Tenant shall indemnify, hold harmless and, not excluding the Landlord's right to participate, defend the Landlord and its officers, officials, agents, and employees (hereinafter referred to as "Landlord") from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs, (hereinafter referred to as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Tenant or any of its, officers, directors, agents, employees or contractors, arising out of or related to Tenant's occupancy and use of the Leased Premises. It is the specific intention of the parties that the Landlord shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Landlord, be indemnified by Tenant from and against any and all claims. It is agreed that Tenant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration for the use and occupancy of the Leased Premises, the Tenant agrees to waive all rights of subrogation against Logan County, its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Leased Premises.

Non-Waiver:

The parties hereto understand and agree that the Landlord is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. section 24-10-101, et seq., as from time to time amended, or otherwise available to the Landlord, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

Insurance Requirements:

Tenant shall procure and maintain for the duration of the Lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Lease.

The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. The Landlord in no way warrants that the minimum limits contained herein are sufficient to protect the Tenant from liabilities that might arise out of this Lease. Tenant is free to purchase such additional insurance as Tenant determines necessary.

A. Minimum Scope and Limits of Insurance: Tenant shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and liability assumed under an Insured Contract including defense costs.

- a. The policy shall be endorsed to include the following additional insured language: "County of Logan, State of Colorado, a body corporate and politic, and its elected officials, employees, agents, and volunteers, shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Logan County Trap Club, LLC".
- b. A Waiver of Subrogation shall apply in favor of the Landlord, its associated and/or affiliated entities, successors, or assigns, its elected officials, employees, agents, and volunteers.

Minimum Limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damages to Premises Rented	\$ 100,000

B. Additional Insured Requirements: The policies shall include, or be endorsed to include, the following provisions: The Landlord shall be an additional insured to the full limits of liability purchased by the Tenant even if those limits of liability are in excess of those required by this Lease.

C. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Lease shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Landlord, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Board of County Commissioners of Logan County, 315 Main Street, Sterling, CO 80751. If any insurance company refuses to provide the required notice, the Tenant or its insurance broker shall notify the Landlord of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

D. Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Colorado and with an "A.M. Best" rating of not less than A- VII. The Landlord in no way warrants that the above-required minimum insurer rating is sufficient to protect the Tenant from potential insurer insolvency.

E. Verification of Coverage: Tenant shall furnish the Landlord with certificates of insurance (ACORD form or equivalent approved by the Landlord) as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the Landlord before the Lease commences. Each insurance policy required by this Lease must be in effect at or prior to commencement of this Lease and remain in effect for the duration of the Lease. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of this Lease.

F. Approval: Any modification or variation from the insurance requirements in this Agreement shall be made only by a formal Lease amendment.

ARTICLE XII

Default

Delinquency by Tenant in the performance of or compliance with any of the obligations of Tenant contained in this Agreement, for a period of ten (10) days after written notice thereof from Landlord, shall constitute a default of this Agreement by Tenant.

ARTICLE XIII

Termination

1. This Agreement may be terminated upon the occurrence of any of the following:
 - a. Default of the Tenant in the performance of its material obligations in the Lease, in which case this Agreement may be immediately terminated by Landlord without further notice to Tenant;
 - b. Written notification by either party that this Agreement will terminate for any reason whatsoever, with or without cause, specifying the date of termination. Said termination date shall be no sooner than thirty (30) days from the date of notification.
2. Upon the conclusion of this Agreement pursuant to this Article or pursuant to expiration of the stated term, Tenant shall peacefully surrender the Leased Property to Landlord, and Landlord upon or at any time after any such expiration, may, without further notice, reenter the Leased Property and take full control of the same.
3. No such termination of this Agreement shall relieve Tenant's liability and obligation under this Agreement.
4. In the event of the termination by either party pursuant to section 1., b., of this Article XIII, rent payable shall be prorated to the effective date of termination and shall either be paid in full or rebated, as the case may be, on or prior to the effective date of termination.

ARTICLE XIV
Waiver

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by Landlord.

ARTICLE XV
Hold Over

Tenant acknowledges that the term of this Agreement expires on February 28, 2023, and agrees to negotiate renewal of this lease with the Landlord prior to that date. However, if Tenant should remain in possession of the premises after the expiration of this Agreement term for whatever reason and without executing a new Agreement, then such holding over shall be construed as a tenancy from month to month, subject to all the conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy.

ARTICLE XVI

Notices

1. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the following address or at such other address as either part may from time to time designate in writing.

Landlord/Lessor

Logan County
Attn: County Attorney
508 S. 10th Ave.
Sterling, CO 80751

Tenant/Lessee

Logan County Trap Club, LLC
Attn: Ronald Egbert
304 Platte Street
Sterling, CO 80751

2. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service as a summons or other legal process.

ARTICLE XVII

Entire Agreement, Amendments

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written statements, understandings or correspondences, if any, with respect thereto. This Agreement may be amended only by one or more Amendments executed in the same manner as this Agreement

ARTICLE XVIII

Miscellaneous Provisions

1. The Tenant shall independently purchase and pay for any supplies, targets, prizes, or promotional items necessary for the conduct of its events on the Leased Premises.
2. Tenant's event participants are required to have either daily use passes or annual Complex memberships in order to use any other facilities at the Complex, and shall comply with the rules and regulations of the Complex in all respects.
3. No firearms shall be discharged at the Leased Premises before 8:00 a.m. or after 9:00 p.m.

4. The Tenant shall provide trained Range Safety Officers and such other supervision as is reasonably necessary to ensure safety and enforce Complex use regulations during the trap house operations.
5. In order to cooperate with the Landlord in scheduling the use of the Leased Premises by other persons or organizations, Tenant will provide Landlord, at least 30 days in advance, a schedule consisting of the dates and times it anticipates using the Leased Premises for its events. Landlord and Tenant agree to cooperate with scheduling activities on the Leased Premises so that the premises may be fully utilized for the desired purposes of this Agreement while continuing to be available for use by the community at large. In this regard, the parties agree that Tenant's use of the Leased Premises will not be exclusive during the term of this agreement but will be coextensive, subject to the terms of this Agreement. Any use of the Leased Premises or the Complex which is beyond the scope of the use expressly authorized in this Agreement shall be subject to the priorities of other uses scheduled by the Landlord.
6. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
7. This Agreement and all agreements herein contained shall bind the parties hereto and their heirs, personal representatives, successors and assigns.
8. This Agreement shall be construed in accordance with the laws of the State of Colorado. The Parties stipulate and consent to the exclusive jurisdiction and venue of the District Court, Logan County, Colorado, in any civil action which might arise under this agreement.
9. The signatories below hereby represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.
10. Tenant acknowledges that the Leased Property is not secure from entry by other permitted users of the Complex premises.
11. Enforcement of this Lease and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Lease are incidental to the Lease, and do not create any rights for such third parties.

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

LANDLORD:

COUNTY of LOGAN, STATE of COLORADO

By and Through its Board of County Commissioners

BY: _____
Jerry A. Sonnenberg, Chairman

ATTEST:

BY: _____
Pamela M. Bacon
County Clerk and Recorder

TENANT:

LOGAN COUNTY TRAP CLUB, LLC

BY: _____
Ronald Egbert, Member-Manager (Date)