



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, June 21, 2022 - 9:30 a.m.**

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

Approval of the Minutes of the June 7, 2022 meeting.

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

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

Acknowledge the receipt of the Clerk and Records Report for the month of May, 2022.

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

**Unfinished Business**

The Board will open a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on July 1, 2, 8, 15, 22, 29, 2022.

Consideration of the award of the proposal for the EC Community Center Building Addition Phase I Design Services to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds.

**New Business**

Consideration of the approval of a Logan County Lodging Tax Board Project on behalf of Sugar Beet Days in the amount of \$2,500 for advertising.

Consideration of the approval of a Memorandum of Understanding between Logan County and the Colorado Department of Human Services regarding the County's duties and responsibilities in implementing the Colorado Works Program in Logan County.

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

County Offices will be closed on Monday, July 4, 2022 in Observance of Independence Day.

The next meeting will be scheduled for Tuesday, July 5, 2022, at 9:30 a.m. at the Logan County Courthouse.

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

June 7, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Jerry Casebolt	Logan County EMS
Diana Korbe	Logan County HR
Faith Blankenship	Logan County Commissioner Office
Rob Quint	Logan County Planning & Zoning
Trae Miller	Logan County Economic Development
Travis Herneky	Guenzi Feedlot
Braydon Guenzi	Guenzi Feedlot
Erin Kren	Guenzi Feedlot
Carson Guenzi	Guenzi Feedlot
Scott Guenzi	Guenzi Feedlot
John Guenzi	Guenzi Feedlot
Dave Guenzi	Guenzi Feedlot
Logan Guenzi	Guenzi Feedlot
Greg Thomason	OEDIT
Allen Hutt	Guenzi Feedlot

Vice Chairman Bauder called the meeting to order at 9:41 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the May 31, 2022, meeting.

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

Vice Chairman Bauder continued with New Business:

The Board opened proposals for the EC Community Center Building Addition Phase I Design Services to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds.

- GSG Architecture in the amount of \$1.00

- Cairn Design LLC in the amount of \$74,055.00
- ABO Group Inc in the amount of \$1.00
- Halcyon Design LLC in the amount of \$67,176.00

Commissioner McBride moved to accept the bids for the EC Community Center Building Addition Phase I Design Services to provide architectural/design services for a building addition to the existing Exhibit Center located at the County fairgrounds and refer them to Chance Wright at Buildings and Grounds and Commissioner Bauder for review and recommendation back to the board. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to post pone definitely until June 21, 2022, board meeting an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on July 1, 2, 8, 15, 22, 29 2022. And an Alcohol Beverage Festival Permit Application. Commissioner Bauder seconded, and the motion carried 2-0.

Vice Chairman Bauder opened a public hearing on Resolution 2022-23 approving a Special Use Permit #236 for the operation of a 12,500 head cattle Feedlot in Logan County, Colorado for Carson Guenzi.

- Travis Hertneky gave a presentation on the different build phases of the project.
- Allen Hutt expressed his concern as a neighbor that is adjacent to the proposed feedlot site.

Vice Chairman Bauder hearing no further comments, closed the public hearing and entertained a motion. Commissioner McBride moved to approve Resolution 2022-23 approving a Special Use Permit #236 for the operation of a 12,500 head cattle Feedlot in Logan County, Colorado for Carson Guenzi. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Pauley Construction and issuance of Right of Way Permit Number 2022-9 for use of the County Right of Way at 18535 Iris Drive for installation of Fiber optic cable. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to approve Resolution 2022-24 to decline all participation in the Paid Family and Medical Leave Insurance Program (FAMLI) and directing that notice of this resolution be provided to the director of the Division of Family and Medical Leave Insurance. Vice Chairman Bauder opened a public comment; hearing none, the public comment was closed. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to approve a Services Contract between Kubat Equipment and Service Co, and Logan County Colorado for equipment and materials to replacement of the County's Road and Bridge Department Fuel Site Dispensing and Management system. Commissioner Bauder seconded, and the motion carried 2-0.

Commissioner McBride moved to approve an agreement between Logan County and Logan County Economic Development Corporation for lease of certain portions of the Courthouse Annex facility for the provision of community co-working space. Commissioner Bauer seconded, and the motion carried 2-0.

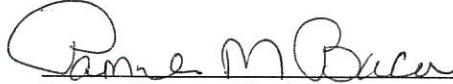


**Other Business**

The next meeting will be scheduled for Tuesday, June 21, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 10:07 a.m.

Submitted by:

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

Approved: June 21, 2022

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Jane Bauder, Vice Chairman

Attest:

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

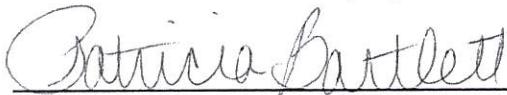


**LOGAN COUNTY TREASURER'S MONTHLY REPORT  
REPORT OF COUNTY FUNDS ONLY  
MAY 2022**

COUNTY FUNDS	4/30/22 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	5/31/22 BALANCE
COUNTY GENERAL	\$ 14,062,154.60	\$ 523,442.80	\$ 69,235.06	\$ 188,773.77	\$ -	\$ (858,402.89)	\$ (12,716.54)	\$ 13,972,486.80
ROAD & BRIDGE	\$ 7,894,874.76	\$ 68,955.28	\$ 10,689.36	\$ 398,849.85	\$ -	\$ (435,033.35)	\$ (6,346.34)	\$ 7,931,989.56
CONTINGENT	\$ 671,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 671,999.55
CAPITAL EXPENDITURES	\$ 1,122,243.04	\$ 26,871.37	\$ 3,563.12	\$ 32,848.82	\$ -	\$ (37,301.00)	\$ (537.44)	\$ 1,147,687.91
JUSTICE CENTER	\$ 860,013.68	\$ -	\$ -	\$ 142.93	\$ -	\$ (860,156.61)	\$ -	\$ -
TELEVISION FUND	\$ 155,941.47	\$ 4,039.56	\$ 534.53	\$ -	\$ -	\$ (3,089.09)	\$ (80.79)	\$ 157,345.68
PEST CONTROL	\$ 328,852.17	\$ 7,525.79	\$ 1,398.30	\$ 160.00	\$ -	\$ (39,126.69)	\$ (150.51)	\$ 298,659.06
LODGING TAX	\$ 137,676.34	\$ -	\$ -	\$ 11,838.40	\$ -	\$ (16,082.30)	\$ -	\$ 133,432.44
SOLID WASTE	\$ 1,966,405.81	\$ 1.53	\$ -	\$ 50,680.64	\$ -	\$ (153,143.34)	\$ (0.03)	\$ 1,863,944.61
SOLID WASTE CLOSURE	\$ 705,472.24	\$ -	\$ -	\$ 5,313.36	\$ -	\$ -	\$ -	\$ 710,785.60
CONSERVATION TRUST	\$ 373,003.90	\$ -	\$ -	\$ 30.07	\$ -	\$ -	\$ -	\$ 373,033.97
FAIR FUND	\$ 314,353.20	\$ -	\$ -	\$ 31,998.00	\$ -	\$ (8,078.89)	\$ -	\$ 338,272.31
CAPITAL IMPROVEMENT	\$ 4,279,485.21	\$ -	\$ -	\$ 1,085,096.19	\$ -	\$ (107,824.48)	\$ (4,495.38)	\$ 5,252,261.54
AMBULANCE FUND	\$ 183,885.33	\$ -	\$ -	\$ 62,231.43	\$ -	\$ (139,872.11)	\$ -	\$ 106,244.65
% TAX COLLECTED TO DATE								77.24%
<b>TOTALS</b>	<b>\$ 33,056,361.30</b>	<b>\$ 630,836.33</b>	<b>\$ 85,420.37</b>	<b>\$ 1,867,963.46</b>	<b>\$ -</b>	<b>\$ (2,658,110.75)</b>	<b>\$ (24,327.03)</b>	<b>\$ 32,958,143.68</b>

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 2,015,539.52 for the month of MAY 2022 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of MAY 2022 is \$ 35,739.58 which includes fees for the County and all taxing authorities.

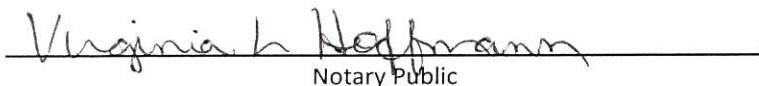


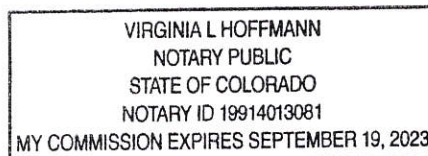
Patricia Bartlett, Logan County Treasurer

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

Witness my hand and official seal.

My Commission expires: September 19, 2023

  
Notary Public



CIVIL PAYMENTS						
May-22						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/17/2022	895	31911	2022-241	\$ 45.00	\$ 10.00	\$ 35.00
5/23/2022	896	31912	2022-240	\$ 45.00	\$ 20.00	\$ 25.00
6/1/2022	899	1221789	2022-260	\$ 40.00	\$ 10.00	\$ 30.00
				Total Owed to County		\$ 90.00

\* emailed to  
Jennifer 06.08.2022  
@ 8:31am (8)

CIVIL PAYMENTS CREDIT CARDS						
May-22						
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County	
5/11/2022		2022-226	\$ 35.00		\$ 35.00	
5/12/2022		2022-227	\$ 35.00		\$ 35.00	
5/16/2022		2022-233	\$ 5.00		\$ 5.00	
5/17/2022		2022-234	\$ 51.00		\$ 51.00	
5/19/2022		2022-246	\$ 30.00		\$ 30.00	
5/23/2022		2022-247	\$ 40.00		\$ 40.00	
5/23/2022		2022-249	\$ 35.00		\$ 35.00	
5/23/2022		2022-251/252	\$ 45.00		\$ 45.00	
5/23/2022		2022-248	\$ 35.00		\$ 35.00	
5/23/2022		2022-235	\$ 40.00		\$ 40.00	
5/24/2022	897	2022-253	\$ 80.00	\$ 45.00	\$ 35.00	
5/24/2022	898	2022-256	\$ 40.00	\$ 15.00	\$ 25.00	
5/31/2022		2022-258	\$ 40.00		\$ 40.00	
5/31/2022		2022-259	\$ 10.00		\$ 10.00	
5/31/2022		2022-236	\$ 80.00		\$ 80.00	
5/31/2022		2022-237	\$ 96.00		\$ 96.00	
6/3/2022		2022-273-274	\$ 54.00		\$ 54.00	
6/3/2022		2022-266	\$ 46.00		\$ 46.00	
6/3/2022		2022-267	\$ 35.00		\$ 35.00	
6/3/2022		2022-268	\$ 35.00		\$ 35.00	
				Total Owed to County		\$ 807.00

OTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT						
May-22						
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County	
5/19/2022			\$ 20.00		\$ 20.00	
5/18/2022			\$ 12.00		\$ 12.00	
5/24/2022			\$ 12.00		\$ 12.00	
5/12/2022			\$ 50.00		\$ 50.00	
				Total Owed to County		\$ 94.00

CHP CREDIT CARDS			
May-22			
Date		Amount	Amount Owed to County
5/13/2022		\$ 63.00	\$ 63.00
5/10/2022		\$ 152.50	\$ 152.50
5/13/2022		\$ 152.50	\$ 152.50
5/17/2022		\$ 152.50	\$ 152.50
5/18/2022		\$ 152.50	\$ 152.50
5/25/2022		\$ 63.00	\$ 63.00
5/26/2022		\$ 63.00	\$ 63.00
5/26/2022		\$ 63.00	\$ 63.00
5/26/2022		\$ 152.50	\$ 152.50
5/26/2022		\$ 152.50	\$ 152.50
5/31/2022		\$ 63.00	\$ 63.00
6/1/2022		\$ 152.50	\$ 152.50
6/2/2022		\$ 63.00	\$ 63.00
6/2/2022		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 1,598.00

CIVIL CHECKS \$ 90.00  
 CIVIL CREDIT CARDS \$ 807.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 94.00  
 CHP CREDIT CARDS \$ 1,598.00  
 TOTAL PAID TO GENERAL FUND \$ 2,589.00 Check#900  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 130.00



## Clerk Fees Collected 2022

May

	<b>2021</b>	<b>2022</b>	
<b><u>Recording Fees Retained</u></b>	18,908.00	14,829.44	
<b><u>Motor Vehicle Fees Retained</u></b>	342,307.09	355,426.02	
Total \$	361,215.09	\$ 370,255.46	\$9,040.37

### Fees & Taxes Distributed

State of Colorado	254,755.43	232,281.58	
City of Sterling	40,647.44	30,798.23	
Town of Fleming	2,424.69	1,516.98	
Total \$	297,827.56	\$ 264,596.79	\$33,230.77

Fees Retained Year to Date \$1,734,092.26



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

315 Main Street Sterling, CO 80751

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

FOR MAY 2022		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	607.56	@ \$23.17	\$14,077.17
City of Sterling Dump Trucks	CL	263.48	@ \$23.17	\$6,104.83
General Public		48.94	@ \$23.17	\$1,133.94
Commerial (Packers & Roll Offs)	C	925.93	@ \$23.17	\$21,453.80
>5 Tons on Free Certificates	XTON	0.60	@ \$23.17	\$13.90
Indust. Waste>5 Tons on Free Cert.	IDXTON	21.92	@ \$36.17	\$792.85
Industrial Waste	All other ID	461.86	@ \$36.17	\$16,705.48
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	99.05	@ \$46.34	\$4,589.98
Industrial Waste Out of County	IDOC	29.66	@ \$72.34	\$2,145.60
Rural Free Certificates	NC	218.08	NC	
All County Vehicles	NCC	9.07	NC	
<b>TOTAL TONS</b>		<b>2686.15</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$700.67</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>\$7.44</b>
E-Waste Recycling		59		\$297.00
E-Waste Recycling	NCEW	18	NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Outgoing Recycled Tires/Metal/Wood		6.22		
Car Tires (CHG)		100	@ \$5.00	\$500.00
Truck Tires (CHG)		8	@ \$8.00	\$64.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		5	@ \$12.00	\$60.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		21	NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG	1	@ \$10.00	\$10.00
Total # of Vehicles		934		
<b>TOTAL OC &amp; IDOC</b>				<b>\$6,743.02</b>
<b>TOTAL IN COUNTY</b>				<b>\$61,948.63</b>
<b>GRAND TOTAL</b>				<b>\$68,691.65</b>

SIGNED BY:

DATE:

*[Signature]*  
6/11/2022

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

May-22	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	430.26	1250.01	\$8,341.15
CHARGE	1378.63	2811.24	\$40,041.25
CITY OF STERLING	871.04	1747.98	\$20,309.25
<b>TOTAL</b>	<b>2679.93</b>	<b>\$5,809.23</b>	<b>\$68,691.65</b>
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	6.22		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED WOOD			
<b>GRAND TOTAL TNS</b>	<b>2686.15</b>		

SIGNED BY:

DATE:

*April Heenan*  
6/1/2022



## Application for a Special Events Permit

Departmental Use Only

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic                           | <input type="checkbox"/> Philanthropic Institution          |
| <input type="checkbox"/> Fraternal         | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate                |
| <input type="checkbox"/> Patriotic         | <input type="checkbox"/> National Organization or Society   | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political         | <input type="checkbox"/> Religious Institution              |   |

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

1. Name of Applicant Organization or Political Candidate <b>LOGAN COUNTY CHAMBER</b>	State Sales Tax Number (Required) <b>98-04792</b>
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2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <b>109 N Front St. Sterling CO 80751</b>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <b>315 Main St. Sterling CO 80751</b>
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4. Authorized Representative of Qualifying Organization or Political Candidate <b>Wade Turrell</b>	Date of Birth <b>5/11/57</b>	Phone Number <b>970-580-9094</b>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.) <b>14375 Dakota Rd, Sterling 80751</b>
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5. Event Manager <b>Glenna Phelps-Aurich</b>	Date of Birth <b>11/29/1960</b>	Phone Number <b>308-225-2035</b>
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Event Manager Home Address (Street, City, State, ZIP)	Email Address of Event Manager
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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List Below the Exact Date(s) for Which Application is Being Made for Permit									
Date <b>7/1/22</b> Hours From <b>5 A.m.</b> To <b>10 P.m.</b>	Date <b>7/8/22</b> Hours From <b>5 P.m.</b> To <b>10 P.m.</b>	Date <b>7/15/22</b> Hours From <b>5 P.m.</b> To <b>10 P.m.</b>	Date <b>7/22/22</b> Hours From <b>5 P.m.</b> To <b>10 P.m.</b>	Date <b>7/29/22</b> Hours From <b>5 P.m.</b> To <b>10 P.m.</b>					
Date <b>7/2/22</b> Hours From <b>5 P.m.</b> To <b>10 P.m.</b>	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.					
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.					

### Oath of Applicant

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

Signature <b>Glenna Phelps-Aurich</b>	Title <b>Executive Director</b>	Date <b>4/9/22</b>
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### Report and Approval of Local Licensing Authority (City or County)

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

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

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

### Liability Information

License Account Number	Liability Date	State	Total
		<b>-750 (999)</b>	<b>\$ .</b>

(Instructions on Reverse Side)



## Application Information and Checklist

**The following supporting documents must be attached to this application for a permit to be issued:**

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
- ☐ Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
- ☐ State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
- ☐ Check payable to the Colorado Department Of Revenue

### Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



Solicitations List

2022-0316EC(4) - EC COMMUNITY CENTER BUILDING ADDITION PHASE I DESIGN SERVICES (C...

Publish Bid Results

Actions

Notes

- 1 Preview
- 2 Addendums
- 3 Bid Results
- 4 Award
- 5 Q & A
- 6 Audit

Org. Number	Submission Type	Bid Amount	Exceptions	Bid Rank
1744839	Electronic	\$74,055.00	No	3
530778	Electronic	\$1.00	Yes	N/A
1304792	Electronic	\$67,176.00	No	2
89871	Electronic	\$1.00	No	1

Cancel

Save

# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

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

Date: 5/2/2022 Event / Project: Sugar Beet Days  
Responsible Party: (Signature) Chip Steger / Marla Foxhoven  
Funds Payable to: (Organization) Sugar Beet Days  
Mailing Address: 403 N Division Ave Sterling, CO 80751  
Date(s) of Activity: September 17<sup>th</sup> + 18<sup>th</sup>, 2022  
Amount requested: \$5,000<sup>00</sup>

**Complete attached application form.**

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

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



# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Sugar Beet Days
2. DATE(S) OF EVENT: September 17<sup>th</sup> + 18<sup>th</sup> 2022
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:  
Craft + food fair w/ music
4. WHERE WILL EVENT BE HELD? Courthouse Square
5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual
6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETING TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  
advertising through newspapers & radio
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 25,000
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 35 to 40
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  
hotels, restaurants, shopping generates sales tax
10. EVENT BUDGET (PLEASE ATTACH)

Maria Zyhoventz

Signature

5-2-2022

Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?

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

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

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

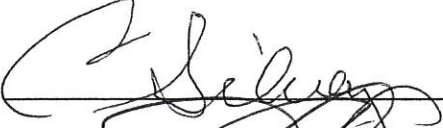
Requests may be submitted to a Board member prior to the next meeting and discussed as new business, without a personal presentation. However, this does not allow the opportunity for the Board to ask questions and it could be tabled for more information. The Board may consider and vote on a proposal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

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

\*\*\*\*\*

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

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 2500.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 6/16/2022

LCLTB Treasurer's Endorsement  Date: 6/16/22

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

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

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

THANK YOU!!





## **MEMORANDUM OF UNDERSTANDING**

The State of Colorado Department of Human Services and the Board of County Commissioners or other elected governing body of Logan County, Colorado.

This Memorandum of Understanding (MOU) is made this 1<sup>st</sup> day of July, 2022 between the State of Colorado Department of Human Services (CDHS) and the Board of the County Commissioners or other elected governing body of Logan County, Colorado (the "County").

CDHS is the sole state agency with the responsibility to administer or supervise the administration of the human services programs listed in CRS 26-1-201.

The Colorado General Assembly enacted Senate Bill 97-120 in response to the passage of the federal "Personal Responsibility and Work Opportunity Reconciliation Act of 1996" thereby adopting the Colorado Works Program ("Works Program") for the purposes of this MOU.

CRS 26-2-715 requires CDHS, and the County to enter into an annual performance contract that explains the County's duties and responsibilities in implementing the Works Program.

CDHS and the County understand and agree that the services and assistance outlined in this MOU are subject to available appropriations by the General Assembly, and the County. Neither party will be obligated to provide services or assistance if adequate appropriations have not been made.

The following terms are agreed to by CDHS and the County:

### **1) MOU MEETS PERFORMANCE CONTRACT REQUIREMENT**

- a) The parties agree that the provisions of this MOU constitute compliance with CRS 26-2-715.

### **2) TERM**

- a) The term of this MOU will be from July 1, 2022 through June 30, 2025. This MOU shall be reaffirmed annually through an amendment signed by both parties.

### **3) REQUIRED DUTIES OF THE COUNTY**

- a) The County will administer and implement the Works Program using fair and objective criteria, and in compliance with federal law, State Statute, and applicable program policy in 9 CCR 2503-6 (Works Program).
- b) The County will not reduce the basic assistance grant administered according to CRS 26-2-709, except as otherwise outlined in 9 CCR 2503-6.
- c) The County will not restrict eligibility or the provisions of services, nor will it impose sanctions that are inconsistent with State Statute or Federal law and applicable program policy, including the process and sanctions outlined in 9 CCR 2503-6.





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- d) For the term of this MOU, the County's negotiated Work Participation Rate (WPR) will be held accountable only to the adjusted WPR, after the caseload reduction credit is applied, with the elimination and removal of the Two-Parent rate. The County's agreement to meet the federally required participation rate is relevant to CDHS's anticipation that CDHS will, in turn, be able to meet any work participation rates imposed by the federal government.
- e) The parties acknowledge that the WPR is, as of the signing of this MOU, the only federally mandated performance goal identified specifically in CRS 26-2- 712 (4). The parties also acknowledge that in an effort to help individuals prepare for and enter the workforce, they are encouraged to adopt employment focused measures, as outlined under "OPTIONAL OUTCOME MEASURES" below.
- f) The County will maintain sufficient records, and will permit CDHS or its duly designated agents and/or representatives of the federal government, to inspect the records and make such records available to CDHS as specified in CRS 26-2-717 for the Colorado Works Program. The County must also continue to report to CDHS as currently required by CRS 26-2-716 and 717 for the Colorado Works Program and must report to CDHS as required by law. In addition, Counties or county departments that are covered entities, or contracting parties to a Business Associate Agreement, pursuant to the Health Insurance Portability & Accountability Act of 1996 (HIPAA), must comply with HIPAA, as required by law.
- g) As specified by rule and state statute, counties shall have flexibility in determining the approaches needed to achieve federal and State requirements. The County agrees to provide CDHS with its adopted policies and any updated written information when, or if, changes to these policies are made in these Programs. The County agrees to provide the information and policies specified in paragraph (h) herein, to CDHS for review and approval prior to adopting aforementioned policies.
- h) Outside of what is required by statute or rule, the parties agree that information and policies provided by the County to CDHS, as described in paragraph (g) herein, are for informational purposes and are provided to assist CDHS in meeting its responsibilities, with respect to the Colorado Works Programs. Nothing in this MOU gives CDHS the authority to require any County policies beyond what is required by statute or rule. The County acknowledges CDHS's right to review, comment upon or request reasonable additional information or clarification of any County policies or records. Such requests will be made in writing and directed to the County Department of Human/Social Services Director.
- i) The County will utilize the technical assistance, training and reporting or tracking resources offered by CDHS in order to administer the Programs, including those that support the four purposes of Temporary Assistance to Needy Families (TANF) and will meet the WPR.
- j) The County will participate in formal expeditious vetting processes with CDHS to review, draft and recommend policies or rule changes that would have a positive impact on WPR and meet federal guidelines.
- k) In order to maximize the caseload reduction credit for the State, the County will actively identify and report third party Maintenance of Effort (MOE) contributions, in accordance with the timelines and guidelines established by CDHS.

**4) OPTIONAL OUTCOME MEASURES**

- a) Counties may submit a proposal as an attachment to this MOU, describing additional employment focused performance measures, specific to employment. Such proposals may be submitted either at the time of execution or at any time during the period of this MOU. The proposal is limited to issues





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regarding the pursuit of programs, strategies, and associated evaluation plans that focus on improving employment outcomes and contribute to the evidence base for effective programs. In addition, terms and conditions will require either interim targets for each performance measure or a framework for how interim goals will be set after the baseline measures are established. The terms and conditions will establish a review process for programs, strategies and metrics designed to achieve optimal outcomes.

b) Upon approval of the proposal by CDHS, the County or region will be subject to the performance measures, interim goals, and other conditions set forth in the MOU addendum, and negotiated WPR that consider employment focused outcome measures and anticipated statewide case-load credit reductions.

**5) DUTIES OF CDHS**

a) In consultation with the Counties, CDHS will oversee the statewide implementation of the Works Program, and will develop standardized forms that streamline the application process, the delivery of services, and the tracking of participants.

b) CDHS will monitor the County's provision of basic assistance grants and, if necessary, perform the duties outlined in CRS 26-2-712 (5).

c) CDHS exercises oversight of and responsibility for the development, implementation, maintenance, and enhancement of the State Benefit System and its application relative to the Works Program. Because the State Benefit System is a system that utilizes decision tables run by a rules engine for determining eligibility and amount of benefits to the extent allowed by law, the County will not be sanctioned or required to follow a remediation plan for erroneous decisions made by the State Benefit System. Without limitation, this applies to erroneous eligibility decisions, erroneous determination of amount of benefits, erroneous decisions resulting in overpayments and subsequent claims, and erroneous decisions resulting in underpayments and subsequent supplemental payments of restorative benefits.

(1) The State acknowledges that liability to third parties resulting from erroneous, inaccurate or inadequate State Benefits System notices to Works Program households, is properly the State's liability. CDHS will not take recovery action against the County for any claim, including a legal claim, that is defined in this paragraph as a State Benefit System caused error. This provision does not apply to any errors, claims or issues caused by the County's inaccurate data entry in the system, the County's failure to follow clear, reasonable, and lawful instruction, or failure to follow program rules formally adopted by the State Board of Human Services. This provision does apply to the State Benefit System training and data entry rules and/or any rules that are part of the State Benefit System rule engine.

d) CDHS will develop and provide training for Works Program staff, as required by CRS 26-2-712 (7).

e) CDHS will hold Contracted Agencies with cooperative agreements with the State Department responsible for providing reception and placement services for refugees, accountable to its own WPR and must not include refugees receiving Contracted Agency's services in the County's calculation of the WPR. The Contracted Agency's negotiated WPR will be held accountable only to the adjusted WPR after the case-load reduction credit is applied with the elimination and removal of the Two-Parent rate.

f) CDHS will use valid data from the State Benefit System and other sources, as necessary, to accurately calculate the County's WPR. Prior to submitting its calculation to the federal government, CDHS will provide the County the individual data variables and supporting information used in the



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**Department of Human Services**

calculations, so that the County may review the data to ensure the accuracy, validity and proper calculation of the WPR.

- g) CDHS will provide technical assistance and available resources to the Counties to help Counties meet WPR and Payment Accuracy Goals.
- h) CDHS will provide ongoing technical assistance, training, and reporting for tracking resources to help the County administer the program, in support of the four purposes of TANF and to meet WPR.
- i) CDHS will conduct formal expeditious collaborative processes with the County to review, draft and recommend policies or rule changes that would have a positive impact on work participation rate and meet federal guidelines.
- j) In order to maximize the caseload reduction credit for the State, CDHS agrees to actively identify and report third party Maintenance of Effort (MOE) contributions.
- k) The amount identified for a County's level of spending shall be identified annually in the Allocation Agency Letter as required in CRS 26-2-712.

**6) JOINT STATE AND COUNTY DUTIES**

- a) The State and Counties will work together in partnership to communicate performance expectations and results to jointly achieve federally required performance outcome measures related to the WPR.
- b) As needed, the State and Counties will convene meetings, workshops, focus groups, or other forums to share information, best process, or targeted strategies to achieve the spirit and intent of this MOU document and related federally required performance requirements.
- c) The State and the Counties will work together to ensure that the information entered and reported in the Colorado Benefits Management System is as accurate as possible. The State shall work to address any system issues in a timely manner, and Counties will enter accurate client and provider information in the systems.

**7) REMEDIATION PLANS**

The County, in consultation with CDHS may develop a remediation plan if, during the term of this MOU, the County engages in any of the following actions:

- a) Spending, federal or state, Works Program funds in a manner disallowed by Federal or State law, which could include receipts or recoveries that are not reported;
- b) Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or failing to meet the negotiated performance measures;
- c) Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan, and applicable program policy;

**8) SANCTIONS**





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**Department of Human Services**

a) Subject to the limitations set forth herein, if CDHS subject to a federal sanction, and the County's remediation plan was insufficient, CDHS may impose sanctions on the County pursuant to this MOU only if during the term of this MOU, the County engages in any of the following actions:

1. Failing to meet the WPR, after the caseload reduction credit is applied, as contained in this MOU and/or not meeting negotiated performance measures;
2. Reducing the basic assistance grant, restricting eligibility or the provision of services, or imposing sanctions in a manner inconsistent with a federally compliant state law and state plan and applicable program policy;

b) A sanction should not be imposed on the County for failing to adhere to a state regulation that conflicts with federal law.

c) The county will not be sanctioned or required to follow a remediation plan if:

1. the County can demonstrate by a preponderance of evidence that CDHS provided inaccurate guidance, training or data with regards to performance under this MOU; and,
2. that the County's reliance on this information is the proximate cause for the imposed sanctions. If the County can only demonstrate that it is the proximate cause for part of the sanction, the County will not be liable for that portion of the sanction.

**9) PROCEDURES FOR IMPOSING REMEDIATION PLAN OR SANCTIONS**

a) The process for a sanction or remediation plan against the County by CDHS will be as follows:

1. CDHS will provide the County with written notice of the County's failure to meet the performance measures outlined in this MOU. This notification will include all associated documentation that supports CDHS's determination of the performance failure. Upon receiving such notice, the County has sixty (60) days to contest, explain, offer evidence of mitigating factors, and/or submit a remediation plan to correct the alleged performance problem.
2. If the County's remediation plan does not rectify the performance problem, CDHS may determine the appropriate level of sanction. CDHS shall take into consideration as a mitigating factor any violation of a state regulation that exceeds or conflicts the requirements of the federal law. CDHS will provide the County one hundred eighty (180) days written notice of the proposed sanction before imposing any sanction. This notification will include the rationale of imposing the sanction, as well as, all associated documentation, a calculation of the proposed sanction, and an indication of what constitutes a remedy or correction that will allow the County to avert the sanction, if any remedy or correction is possible. Upon receiving such notice, the County has sixty (60) days to contest, explain or offer evidence of mitigating factors, sanctions are imposed.
3. If a sanction is imposed, the amount cannot be greater than that imposed by the federal government. If CDHS has incurred a sanction due to the failure of more than one County to meet its obligations under the terms of this MOU, the County will only be sanctioned for its share of the sanction.



b) CDHS will provide the County with all documents received from the federal government related to any proposed or imposed federal sanction within twenty (20) days of receipt, together with all CDHS documents related to the actions giving rise to that federal sanction, or that related to the sanction process. If CDHS fails to provide the required documentation within the twenty (20) days, it may not hold the County liable for that sanction.

#### **10) CIRCUMSTANCES FOR CDHS ASSUMING ADMINISTRATION**

a) If the County continues to knowingly or consistently fail to meet its obligation specified in this MOU, CDHS may assume the County's administration and implementation of the Works Program.

i) In that event, CDHS will provide the County ninety (90) days written notice before assuming these duties. Upon receipt of such notice, the County shall have the opportunity to contest, explain, offer evidence of mitigating factors, or to correct the failure before assuming the duties.

b) If the County continues to consistently fail to meet its obligation specified in this MOU, the County at its sole discretion, may ask CDHS to assume the County's administration and implementation of the Works Program. CDHS is under no obligation to accept or assume the administration of the Works Program.

i) If CDHS assumes the County's administration and implementation of the Works Program, it may retain the unused portion of the allocation that was provided to the County, as part of the County's block grant for its administration and implementation of the Program, in accordance with the formulas described in CRS 26-2-714 for the Colorado Works Program. CDHS will, in consultation and in conjunction with the County, develop or modify automated systems to meet the reporting requirements of CRS 26-2-717 for the Colorado Works Program

#### **11) DISCRETIONARY MATTERS**

The parties agree that all portions of Part 7 or Article 2 of Title 26, C.R.S. for the Colorado Works Program grant discretion to either party regarding the administration of the Works in the County, will not be affected by the execution of this MOU except as explicitly stated herein.

#### **12) SEVERABILITY**

To the extent that this MOU is executed, and the performance of the obligations of the parties may be accomplished within the intent of the MOU, the terms of the MOU are severable. Thus, should any term or provision herein be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein. The waiver of any break of term, herein shall not be construed as a waiver of any other term, or of the same term upon subsequent breach.

#### **13) INTEGRATION OF UNDERSTANDING**

This MOU is intended as the complete integration of the understanding between the parties concerning the matters negotiated between them and incorporated in this MOU. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed by the parties.





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The parties recognize the nature of the relationship between the County and State. This relationship is governed more broadly by pertinent provisions of the Colorado Constitution and of State statutes and rules, and for Colorado Works includes, lawful rules promulgated by the State Board of Human Services. The parties further recognize that this MOU is not intended to supersede or change the relationship between the County and the State as established by any legal authority.

**14) NO THIRD-PARTY BENEFICIARY**

This MOU is binding on CDHS and the County as well as their respective successors and assigns. It is agreed that the enforcement of the terms and conditions of the MOU are reserved for CDHS and the County, to the extent permitted by law. Nothing contained in this MOU allows a claim or right of action by a third party. Any third-party receiving services or benefits under the provisions of this MOU is deemed an incidental beneficiary.

**15) DISPUTE RESOLUTION**

- a) Prior to the execution of this document, if CDHS or the County are unable to reach agreement concerning the inclusion of, or wording of, provisions of the MOU that apply to the Colorado Works Program, either CDHS or the County may refer the dispute to the State Board of Human Services for resolution pursuant to the provisions of CRS 26-2-715 (3).
- b) Subsequent to the execution of this document, CDHS and the Counties will work in good faith to resolve a dispute arising from any provision of this executed MOU as applied to the Colorado Works program. If the parties are unable to resolve such dispute, any of the following non-binding mediation options are available by agreement of the parties;
  - i) Mediation by the Governor or a third party of the Governor's choosing. Such review must be initiated by notice provided to the Governor and other party, by certified mail. Decision by the Governor, or his appointed third-party, in non-binding.
  - ii) Mediation by a dispute resolution panel, to consist of one County designated member, one CDHS designated member, and one member selected by the other two panelists. Each party must pay for its own costs and attorney fees and must share equally in any fees paid to panel members. The panel's decision shall be made by a majority vote of its members and is non-binding.
  - iii) Mediation by the State Board of Human Services. If the State Board is requested to mediate, the provisions of CRS 26-2-715 concerning time limits and final effect of the State Board's decision will not apply. The State Board of Human Services' decision is non-binding.
- c) None of these options will be a jurisdictional prerequisite to legal action by either party.

DEPARTMENT DIRECTOR, MICHELLE BARNES

STATE OF COLORADO DEPARTMENT OF HUMAN SERVICES

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Executive Director or Designee





COUNTY OF Logan COLORADO,

by and through the BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
County Clerk to the Board

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