



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, June 6, 2023 - 9:30 a.m.**

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

Approval of the Minutes of the May 16, 2023, meeting.

Acknowledge the receipt of the Veteran's Service Officer's report and Certification of Pay form for the month of May, 2023.

Acknowledge the receipt of the Landfill Supervisor's report for the month of May, 2023.

**Unfinished Business**

Consideration of the award of the proposal for the lease of two new 2023 Tandem Drive Motor Graders for the Road and Bridge Department.

**New Business**

The Board will open proposals for the 2023 Asphalt Overlay projects in Logan County.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Aims Community College for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022.

Consideration of the approval of a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with the Fairgrounds Master Plan to guide the vision for Fairgrounds improvements and phasing implementation of those improvements.

Consideration of the approval of a Memorandum of Understanding between the Colorado department of Local Affairs – University of Colorado Denver, Colorado Center for Community Development and Logan County, Colorado for technical assistance with an assessment of the feasibility of potential remodeling and/or additions to the Heritage Center for enhanced recreational programming.

Consideration of the approval of an agreement between Logan County and Xcel Energy and issuance of Right of Way Permit Number 2023-6 for use of the Logan County right of way

under County Road 24 for an electrical distribution.

Consideration of the approval of Resolution 2023-13 and an application for Subdivision Exemption on behalf of Propst Farms Inc. to create a 9.21-acre parcel from a 245-acre parcel in an Agricultural (A) zone district located in the Northwest Quarter (NW1/4) of Section 1, Township 6 North, Range 53 West of the 6th Principle Meridian, Logan County, Colorado for use as a residence.

Consideration of the approval of Resolution 2023-14 approving the application of Owl Hollow, LLC to vacate Subdivision Exemption Plat No. 2005-29, recorded at Reception No. 672406, Book 960, Page 462, of the records of the Logan County Clerk and Recorder.

Consideration of the approval of Resolution 2023-15 for a Subdivision Exemption on behalf of Owl Hollow, LLC to create a consisting of 7.40 acres from a 124.731-acre parcel in an Agricultural (A) zone district A tract of land located in the Southwest Quarter of Section 25, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado for use as a residence.

Consideration of the approval of Resolution 2023-16 terminating the declaration of the Covid-19 local disaster emergency.

### **Other Business**

### **Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, June 20, 2023, at 9:30 a.m. at the Logan County Courthouse.

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

May 16, 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:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Marilee Johnson	Logan County Public Information Officer
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	EMS
David Conley	Logan County Lodging Tax Board
Trae Miller	Logan County Economic Development
Tom Kiel	
Dave Lieber	NJC Young Farmers
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:35 a.m. 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 May 16, 2023, meeting.
- Acknowledge the receipt of the Sheriff's Fee report for the month of April 2023.
- Acknowledge the receipt of the Landfill Supervisor's report for the month of April 2023.

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

Chairman Sonnenberg continued with Unfinished Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the award of the bid for the construction of an addition to the Logan County Fairgrounds Exhibit Center located at 1120 Pawnee Avenue, Sterling, CO to be used as a multi-purpose Community Center. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to award the bid for the construction of an addition to the Logan County Fairgrounds Exhibit Center located at 1120 Pawnee Avenue, Sterling, CO to be used as a multi-purpose Community Center to Buildings by Design. Commissioner Brownell 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 consideration of an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 17, 2023. Chairman Sonnenberg seeing no other public comments, closed the public hearing testimony phase.

- Dave Lieber explained the event.

Commissioner Brownell moved to approve an application submitted by the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on June 17, 2023. Commissioner McBride seconded, and the motion carried 3-0.

The Board opened proposals for the lease of two (2) new 2023 Tandem Drive Motor Graders.

- Four Rivers Equipment total amount \$389,900 per grader with an 84- month lease of \$5,377 to \$5,795
- MTC Equipment total for both graders \$738,000
- Wagner Equipment total amount \$347,559 per grader with an 84-month lease of \$4,224.40

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the proposals for the lease of two (2) new 2023 Tandem Drive Motor Graders. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to forward the bids and refer them to Jeff Reeves Logan County Road and Bridge for review and recommendation. Commissioner Brownell seconded, and the motion carried 3-0.

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

- Logan County Fair and Rodeo - \$6,000.
- Heritage Festival at the Overland Trail Museum - \$1,000.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of the Logan County Lodging Tax Board Project Heritage Festival at the Overland Trail Museum. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Lodging Tax Board Project Heritage Festival at the Overland Trail Museum in the amount of \$1,000. 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 Logan County Fair and Rodeo. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve the Logan County Lodging Tax Board Project Logan County Fair and Rodeo in the amount of \$6,000. Commissioner Brownell seconded and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval the Logan County Emergency Operations Plan. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve the Logan County Emergency Operations Plan. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a contract between Logan County (Logan County Fair) and Stormy Productions for live video streaming of 2023 livestock shows and the Jr. Livestock Auction via Facebook Live or YouTube from the Logan County Fair. Commissioner Brownell seconded, and the motion carried 3-0.

Consideration of the award of the following bids/proposals for services for the 2023 Logan County Fair:

- Gate Keepers
- Superintendent BBQ Catering
- Grandstand & Event Center Cleanup
- Fairgrounds /Restroom Cleanup
- Ticket Takers & Ushers
- Portable Restrooms
- Parking Attendant Services
- Trash Disposal Provider

Chairman Sonnenberg recessed the meeting for a moment to locate the recommendations from the Logan County Fair Board from Commissioner's staff. Chairman Sonnenberg called the meeting back to order.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the award of the Superintendent BBQ bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to award the Superintendent BBQ Catering to Logan County 4H Foundation in the amount of \$10.00 per plate unless wanting brisket then \$12.00 per plate. Commissioner Brownell seconded, and the motion carried 3-0.

Commissioner McBride moved to award the Gate Keepers services to Anthony Walden in the amount of \$2,700.00. 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 Grandstand & Event Center Cleanup bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to award the Grandstand & Event Center Cleanup to Fleming Volleyball for \$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 award of the Fairgrounds/Restroom Cleanup bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to award the Fairgrounds/Restroom Cleanup to Anthony Walden in the amount of \$3,400.00. 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 Ticket Takers & Ushers bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to award the Ticket Takers & Ushers to Caliche High School Class of 2024 in the amount of \$7,000.00. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the award of the Portable Restrooms bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to award the bid for Portable Restrooms to Waste Management in the amount of \$8,328.21. 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 Parking Attendant Services bid for services for the 2023 Logan County Fair. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to award the bid for Parking Attendant Services to Fleming Boys Basketball for \$2.00 a car. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg stated the bid for Trash Disposal Provider was tabled by the Fair Board for a later date.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an application for a Class B Secure Transportation Service License and Permits on behalf of Centennial Mental Health Center Inc. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

- Alan Samber, Logan County Attorney commented he reviewed the application, and it is compliant and the board should be able to act on it.

Commissioner Brownell moved to approve an application for a Class B Secure Transportation Service License and Permits on behalf of Centennial Mental Health Center Inc. 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 2023-12 in support of Advance Colorado and its commencement of litigation concerning Senate Bill 23-303 and Proposition HH. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

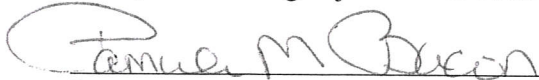
Commissioner McBride moved to approve Resolution 2023-12 in support of Advance Colorado and its commencement of litigation concerning Senate Bill 23-303 and Proposition HH. Commissioner Brownell seconded, and the motion carried 3-0.

### **Other Business**

The next regular meeting will be scheduled for Tuesday, June 6, 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 10:13 a.m.

Submitted by:

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

Approved: June 6, 2023

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Jerry A. Sonnenberg, Chairman

Attest:

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



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

County of Logan Month of May 2023

Telephone Calls	from vets 116	to vets 97	Total calls ⇒ 213
Appointments	office 40	home 03	Total appointments ⇒ 43
Outreach	-11-		Total outreach ⇒ 11
Emails Total Served	from vet 21	to vets 30	Total served ⇒ 256
Correspondences			
Surveys Submitted	-06-		

**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 May, 2023 from Logan county.

[Signature]  
Signature of County Veterans Service Officer

06/01/2023  
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

\_\_\_\_\_ County

06/06/2023 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 15<sup>th</sup> day the following month to:

Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us



LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR MAY 2023		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC	344.97	@ \$1.17	\$403.61
City of Sterling Packers	SF	685.15	@ \$23.17	\$15,874.93
City of Sterling Dump Trucks	CL	19.63	@ \$23.17	\$454.83
General Public		54.41	@ \$23.17	\$1,260.68
Commerial (Packers & Roll Offs)	C	1021.19	@ \$23.17	\$23,660.97
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	1.19	@ \$36.17	\$43.04
Industrial Waste	All other ID	509.73	@ \$36.17	\$18,436.93
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	105.24	@ \$46.34	\$4,876.82
Industrial Waste Out of County	IDOC	15.36	@ \$72.34	\$1,111.14
Rural Free Certificates	NC	131.16	NC	
All County Vehicles	NCC	17.33	NC	
<b>TOTAL TONS</b>		<b>2905.36</b>		
<b>\$10.00 MINIMUM DIFFERENTIAL</b>				<b>\$577.37</b>
<b>\$20.00 MINIMUM DIFFERENTIAL</b>				<b>-\$0.20</b>
E-Waste Recycling		24 ITEMS		\$138.00
E-Waste Recycling	NCEW	54 ITEMS	NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Recycled E-Waste (Landfill)	REW	2.46		
Outgoing Recycled Tires/Metal/Wood		4.21		
Car Tires (CHG)		55	@ \$5.00	\$275.00
Truck Tires (CHG)		35	@ \$8.00	\$280.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		17	@ \$12.00	\$204.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		82	NC	
Appliances (CHG)		15	@ \$5.00	\$75.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG		@ \$20.00	\$0.00
Total # of Vehicles		1048		
<b>TOTAL OC &amp; IDOC</b>				<b>\$5,987.76</b>
<b>TOTAL IN COUNTY</b>				<b>\$61,684.37</b>
<b>GRAND TOTAL</b>				<b>\$67,672.13</b>

SIGNED BY: Pam Terdig  
 DATE: June 1, 2023

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

May-23	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	310.68	999.44	\$7,234.94
CHARGE	1544.92	3111.52	\$43,660.82
CITY OF STERLING	1049.75	2120.64	\$16,776.37
<b>TOTAL</b>	<b>2905.35</b>	<b>\$6,231.60</b>	<b>\$67,672.13</b>
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	4.21		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED EWASTE (LF)	2.46		
<b>GRAND TOTAL TNS</b>	<b>2912.02</b>		

SIGNED BY: *Pam Jendig*  
 DATE: *6-1-2023*



## REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the Lease of two (2) new 2023 Tandem Drive Motor Graders

Specifications follow.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 5:00 p.m., May 15, 2023. Said proposals will be opened at 9:30 a.m., May 16, 2023 at the Logan County Courthouse, 315 Main Street.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO



## REQUEST FOR PROPOSALS 2023 ASPHALT OVERLAY

The Board of Logan County Commissioners is requesting proposals from qualified contractors for 2023 asphalt overlay projects. Specifications are enclosed. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, June 5, 2023. Proposals will be opened at 9:00 a.m. on Tuesday, June 6, 2023 at the Logan County Courthouse, 315 Main Street, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County

cc: Logan County Road and Bridge Department

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 7, 2023

MAY 22 2023

CLERK &amp; REC

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Petz Plateau School District RE-5** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 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](mailto:baconp@logancountyco.gov) and submit a printed

copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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



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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 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](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

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

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

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

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

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

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 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](mailto:baconp@logancountyco.gov)

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

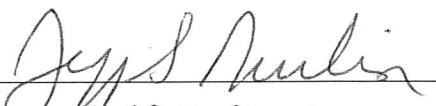
Attest:

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

(seal)

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

**Peetz Plateau School District RE-5**

By:   
Printed Name: Jeff S. Durbin  
Title: Superintendent

Designated Election Official for the Entity:

Jeff Durbin  
Mailing Address: PO Box 39  
Peetz, CO 80747  
Phone: (970) 334 - 2361  
Fax: (970) 334 - 2360  
Email: durbinj@peetzschool.org

**ELECTION DEADLINES/IMPORTANT DATES**

\* \* \* \* \*

On or before **Tuesday, August 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!**

**INTERGOVERNMENTAL AGREEMENT**

**Coordinated Election**

**November 7, 2023**

LOGAN COUNTY

MAY 25 2023

CLERK & REC

THIS AGREEMENT is made and entered into this 23<sup>rd</sup> day of May, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Aims Community College** (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](mailto:baconp@logancountyco.gov) and submit a printed

copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70<sup>th</sup>) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 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](mailto:baconp@logancountyco.gov) . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

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

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

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

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

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

**The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 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](mailto:baconp@logancountyco.gov)

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

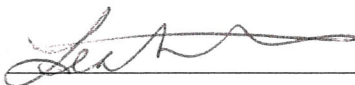
Attest:

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

(seal)

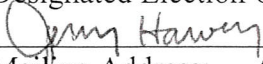
By: \_\_\_\_\_  
Chairman of the Board

**Aims Community College**

By: 

Printed Name: Dr. Leah L. Bornstein  
Title: CEO/President

Designated Election Official for the Entity:

  
Mailing Address: PO Box 69  
Greeley, CO 80632  
Phone: (970) 339 - 6211  
Fax: ( ) N/A -  
Email: jerry.harvey@aims.edu

**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!**

MEMORANDUM OF UNDERSTANDING

Between

Colorado Department of Local Affairs – University of Colorado Denver, Colorado Center for  
Community Development

And

**Logan County, Colorado**

WHEREAS, the Colorado Department of Local Affairs, hereinafter DOLA, has contracted with the University of Colorado Denver Colorado Center for Community Development, hereinafter CU Denver, to provide technical assistance in a 64 county area of Colorado, and

WHEREAS, **Logan County, Colorado**, hereinafter the **County** 315 Main Street, Sterling, CO 80751, has requested assistance through this program to assist in **Fairground Master Plan**, and

WHEREAS, the DOLA and CU Denver desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado, and,

WHEREAS, it is necessary and desirable to specify these services, the desired end products, and the responsibilities of both the DOLA, CU Denver, and the **County** in completing this project,

NOW, THEREFORE, it is hereby agreed that:

**I. SCOPE OF WORK**

CU Denver shall provide the services to the **County** as detailed in Attachment A-Scope of Services Dated May 17, 2023.

**II. COST ESTIMATE**

Work will be billed to the **County** at completion of the final work task. It is estimated that work on this project will be **\$3400** and the **County** is requested to contribute or match a not to exceed amount of **\$2040** of the project costs to cover the time, travel, expenses, follow-up review and preparation of the final documents.

**III. PAYMENTS**

CU Denver shall submit an invoice to **County** upon completion of services for the **County** contribution of **\$2040**. Invoices will be sent to the following:

Mike Brownell, County Commissioner  
[brownellm@logancountyco.gov](mailto:brownellm@logancountyco.gov)  
315 Street, Sterling, CO 80751  
970-522-0888

Payments, identifying a CU Denver invoice number, will be sent within 30 days of invoice to:

University of Colorado Denver  
ATTN: Michelle Haynes  
Manager of Grants and Contracts  
Campus Box 126, P.O. Box 173364  
Denver CO 80217-3364

#### **IV. Department and Community Responsibilities**

CU Denver will provide the personnel and administrative oversight to accomplish the objectives as described. Student Employees of CU Denver may do some necessary research, plans, and prepare documents in accordance with the scope of work. Supervision of the students and their work tasks rests with **Jennifer Kovarik** Technical Assistance Supervisor for CU Denver. **Greg Etl**, Regional Manager will monitor the Project on behalf of DOLA.

#### **V. Period of Performance**

This agreement will be deemed valid by the authorized signatures and it is anticipated that work can begin when fully executed and completed by **06/10/24**.

#### **VI. Changes and Termination**

The CU Denver Technical Assistance Program, the Colorado Department of Local Affairs, or the **County** may, from time to time require changes in the Scope of Services of this agreement. In the event changes are required they must be made with the agreement of all parties. Either party may terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the proposed date of termination.

**VII. Agreement**

For: **Logan County**

\_\_\_\_\_ Title: \_\_\_\_\_  
Signature and Date

For: Department of Local Affairs

\_\_\_\_\_ Title: Regional Manager  
Signature and Date

For: University of Colorado Denver, Colorado Center for Community Development

\_\_\_\_\_ Title: Assistant Dean of Finance and Administration  
Signature and Date

For: Community Technical Assistance Program

\_\_\_\_\_ Title: Technical Assistance Supervisor  
Signature and Date

Attachment A – Scope of Services  
**Logan County**, Colorado, Fairground Master Plan  
University Technical Assistance Program  
University of Colorado Denver, UTAP-DOLA Program.  
May 17, 2023

The University Technical Assistance Program (UTAP) has been requested to provide planning and design services to Logan County. The Fairground needs a Master Plan to address the growing demand of the community and to guide the vision for improvements and phasing implementation. The following are project task areas with a scope of work, timeline, and budget that follow.

### **Work Scope**

Work for this project will include coordination with the County Commissioners and Fairground Board. This work is to consider a range of key factors to help determine future development. Factors to be considered include:

- Site analysis including an inventory of existing facilities. This will consider environmental factors as well as circulation for animals, vehicles, and pedestrians.
- Understand the need for additional amenities and appropriate uses on the site. Program, layout, and square footage for new uses will be determined at the site.
- Create functional Plans and Renderings of the proposed improvements. An opinion of the probable cost for the preferred design will be given (estimate with high and low range).
- Production of a final report document that visually and succulently captures the process, discussions, presentations, site and architectural plans and renderings.

Several meetings at key milestones will be scheduled. Meetings and tasks for this effort include:

- **Project Kick-off Meeting**
  - A kick-off meeting will occur after MOU signatures are secured. This can be a remote/ Zoom meeting and/or a site visit to the property and will include a discussion of the current site and needs. Requirements for new programming will be discussed and when the site visit occurs the site is evaluated.
- **Design Work in the Studio.**
  - **Background Research:** The UTAP team will conduct a background material review in preparation for attendance at the kick-off meeting. With this information in hand, the team will have a good understanding of the challenges the meeting will address.
    - Throughout the project, Student Interns will review existing information including plans, programs, and any relevant codes and requirements.
    - Additionally, Case Studies will be explored for similar and comparable master plans and fairgrounds.
  - **Existing Conditions and Site Analysis:**
    - Mapping will be prepared to understand the site and will include opportunities and constraints, adjacencies, and connections to other amenities. Additional analysis will be conducted such as circulation and other relevant needs. Conditions of facilities and amenities on-site will be inventoried and documented.
    - Gaps in regional amenities in the area will be considered to further demonstrate the need and can be mapped at a regional scale.
  - **Preliminary Design Work:**
    - Student Interns will review existing character, current outdoor recreational trends and needs in the area.

- Relevant precedent designs in similar size, scale, and context can be referenced.
    - The appropriate program will be determined.
    - Several development options will be explored in the preliminary design phase.
  - **Community Input:**
    - The desires and needs of the community or key user groups can be surveyed for input. The exact survey mechanism can be determined. This can be an online survey, input gathered at community events, or whatever is agreed appropriate.
    - The timing of input along with the anticipated need for any input will be discussed at the kickoff meeting or subsequent meetings.
  - **Draft Master Plan:** Several iterations will be explored before arriving at the final plan.
    - Student Interns will create a few Conceptual Draft site and facility plans.
    - Draft Plans will be presented, discussed, and refined.
  - **Preferred Plan:** Plans will be refined and finalized into a single Preferred Plan.
    - The Preferred Plan will be created and presented after draft plan refinement and will include an illustrative site plan and complementary renderings.
    - An opinion of the cost will be generated for the suggested improvements.
    - Phasing can be considered and highlighted in the preferred plan(s).
- **Final Report:** A final report will be prepared for the county’s use. This plan will incorporate the content presented throughout the process.
  - The Final Report will be presented and will be delivered to the County and can be made available digitally. Hard copies can be provided upon request.
  - On-going coordination with the student interns will help define the final report and can be accomplished via email and phone conferences.

Work is intended to be completed through the design development stage. UTA cannot stamp or sign or issue drawings for construction under their own title and would need others, if/as acceptable to take over responsibility for permit/construction drawing completion when deemed necessary at the sole discretion of the UTA. Work is supervised by Jennifer Kovarik, Technical Assistance Supervisor within the UTA program and prepared by graduate-level students from the UCD Architecture and Planning program in Denver. Greg Etl, DOLA Regional Manager, will administer the DOLA part of this project.

**Timeline**

It is estimated that work can begin in the summer with a kick-off meeting. It is thought this work can be completed over the following months with the final report completed by June 2024. The timeline may be expanded or reduced based on the need for other time-extending tasks.

**Cost Estimate-Budget**

Work will be billed to Logan County at the completion of the report. It is estimated that work on this project will require \$ 3400 total to cover the intern’s work, travel expenses, follow-up review, and preparation of the final documents. The cost of work is to be covered by Logan County & DOLA Match.

<u>Total Logan County Fairgrounds Master Plan</u>	
DOLA Match	\$1360
<u>Logan County Match/ share of cost</u>	<u>\$2040</u>
Total	\$3400

End of Attachment A

## MEMORANDUM OF UNDERSTANDING

Between

Colorado Department of Local Affairs – University of Colorado Denver, Colorado Center for  
Community Development

And

**Logan County, Colorado**

WHEREAS, the Colorado Department of Local Affairs, hereinafter DOLA, has contracted with the University of Colorado Denver Colorado Center for Community Development, hereinafter CU Denver, to provide technical assistance in a 64 county area of Colorado, and

WHEREAS, **Logan County, Colorado**, hereinafter the **County** 315 Main Street, Sterling, CO 80751, has requested assistance through this program to assist in **Senior Center Design**, and

WHEREAS, the DOLA and CU Denver desire to assist local governments and political subdivisions of the State that are experiencing social and economic impacts resulting from the development of energy/mineral resource industries in Colorado, and,

WHEREAS, it is necessary and desirable to specify these services, the desired end products, and the responsibilities of both the DOLA, CU Denver, and the **County** in completing this project,

NOW, THEREFORE, it is hereby agreed that:

### I. SCOPE OF WORK

CU Denver shall provide the services to the **County** as detailed in Attachment A-Scope of Services Dated May 19, 2023.

### II. COST ESTIMATE

Work will be billed to the **County** at completion of the final work task. It is estimated that work on this project will be **\$2100** and the **County** is requested to contribute or match a not to exceed amount of **\$1260** of the project costs to cover the time, travel, expenses, follow-up review and preparation of the final documents.

### III. PAYMENTS

CU Denver shall submit an invoice to **County** upon completion of services for the **County** contribution of **\$1260**. Invoices will be sent to the following:

Mike Brownell, County Commissioner  
[brownellm@logancountyco.gov](mailto:brownellm@logancountyco.gov)  
315 Street, Sterling, CO 80751  
970-522-0888



Payments, identifying a CU Denver invoice number, will be sent within 30 days of invoice to:

University of Colorado Denver  
ATTN: Michelle Haynes  
Manager of Grants and Contracts  
Campus Box 126, P.O. Box 173364  
Denver CO 80217-3364

#### **IV. Department and Community Responsibilities**

CU Denver will provide the personnel and administrative oversight to accomplish the objectives as described. Student Employees of CU Denver may do some necessary research, plans, and prepare documents in accordance with the scope of work. Supervision of the students and their work tasks rests with **Jennifer Kovarik** Technical Assistance Supervisor for CU Denver. **Greg Etl**, Regional Manager will monitor the Project on behalf of DOLA.

#### **V. Period of Performance**

This agreement will be deemed valid by the authorized signatures and it is anticipated that work can begin when fully executed and completed by **06/20/24**.

#### **VI. Changes and Termination**

The CU Denver Technical Assistance Program, the Colorado Department of Local Affairs, or the **County** may, from time to time require changes in the Scope of Services of this agreement. In the event changes are required they must be made with the agreement of all parties. Either party may terminate this agreement by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the proposed date of termination.

**VII. Agreement**

For: **Logan County**

\_\_\_\_\_  
Signature and Date Title: \_\_\_\_\_

For: Department of Local Affairs

\_\_\_\_\_  
Signature and Date Title: Regional Manager

For: University of Colorado Denver, Colorado Center for Community Development

\_\_\_\_\_  
Signature and Date Title: Assistant Dean of Finance and Administration

For: Community Technical Assistance Program

\_\_\_\_\_  
Signature and Date Title: Technical Assistance Supervisor

**Attachment A – Scope of Services**  
**Logan County, Colorado, Senior Center Design**  
**University Technical Assistance Program**  
**University of Colorado Denver, UTAP-DOLA Program.**  
**May 19, 2023**

The University Technical Assistance Program (UTAP) has been requested to provide planning and design services to Logan County, Colorado. The current Senior Center (Heritage Center) needs an addition/ remodel to better address the needs of the community. The following are project task areas discussed, a timeline, and a budget.

## Work Scope

Work for this project will include coordination with the county, staff, and affiliated stakeholders. This work is to consider a range of key factors to help determine the potential for development. Factors to be considered include:

- Define the program and square footage for the expansion of the Senior Center at the existing location. Consider configurations of space for remodeling and possible additions and alternatives for enhanced indoor recreational programming.
- Create functional Plans and Renderings of the proposed addition to the Senior Center building interior and exterior with suggested site improvements.
- Create an Opinion of Probable Cost for the Senior Center remodel (cost estimate with high and low range).
- Production of a final report document that visually and succinctly captures the process, discussions, presentations, site and architectural plans, and renderings.

Work is to be coordinated by Logan County to fit the project timelines. Meetings and work tasks for this effort will include:

- Project Kick-off
  - A kickoff meeting will occur after all signatures on the MOU are secured to further discuss needs. This will be a site visit to Logan County and will include an initial program evaluation of the current Senior Center and options for an addition. Requirements for an enhanced facility will be discussed and the site will be evaluated.
    - The UTAP team will conduct a background material review in preparation for the attendance. With this information, the team will have a good understanding of the challenges the kick-off meeting will address. Student Interns will review existing information including plans and programs as well as codes and requirements.
- Design Work in the Studio.
  - Student Interns will review existing character and precedent designs for senior centers.
  - Community and Stakeholder Input can be collected if requested. The exact mechanism can be determined during the project (online surveys, in-person interviews, etc.)
  - Preliminary Plans
    - Student Interns will create a few Draft Preliminary Plans for an addition to the current facility. In addition, the team will evaluate the neighboring recreation center, and if applicable draft plans for an addition can be created for that site and facility. Combination additions will be explored.
    - The indoor-outdoor space will also be evaluated and options for site improvements will be included in a couple of landscape architecture plans.

- Draft Preliminary Plans will be presented and discussed with stakeholders. These meetings can be held in person or remotely.
  - Preferred Plan:
    - After discussion and revisions, the most realistic design will then be refined and finalized into a Preferred Plan.
    - The plans will be created and presented and will include site and floor plans as well as renderings. Architectural Plans and Renderings will be produced that depict a realistic and feasible plan for the enhanced Senior Center.
    - An opinion of cost will be created for the preferred plan with a high and low range.
- A final report will be prepared for the county’s use. This plan will incorporate the content presented throughout the process.
  - The Final Report will be delivered to the County and can be made available digitally. Hard copies can be provided upon request.
  - Ongoing coordination with the student interns will help define the final report and can be accomplished via email and phone conferences. The report will be shared throughout the project with the clients and stakeholders.

Work is intended to be completed through the design development stage. UTAP cannot stamp or sign or issue drawings for construction under their own title and would need others, if/as acceptable to take over responsibility for permit/construction drawing completion when deemed necessary at the sole discretion of the UTAP. Work is supervised by Jennifer Kovarik, UC Denver Technical Assistance Supervisor and prepared by graduate-level students from the UCD Architecture and Planning program in Denver. Greg Etl, DOLA Field Representative, will administer the DOLA part of this project.

## Timeline

It is estimated that work can begin with kick-off meetings with approval of this MOU and Scope. It is thought this work can be completed over the following months with final report completed by Spring 2024. A formal completion date is set for June 20, 2024. If a tighter timeline is desired, we can work with that as well. Timeline may be expanded or reduced based on need for other time-extending tasks.

## Cost Estimate-Budget

Work will be billed to Logan County at the completion of the final work task. It is estimated that work on this project will require \$ 1260 to cover the staff work, travel expenses, follow-up review, and preparation of the final documents. The cost of this work is to be covered by Logan County and UTAP DOLA Match.

<u>Total Logan County Senior Center Design</u>	
DOLA Match	\$840
<u>Town Match/ share of cost</u>	<u>\$1260</u>
Total	\$2100

End of Attachment A

**AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY**  
**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 6<sup>th</sup> day of June, 2023, 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): HWY 6 & County Road 24

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

WHEREAS, Applicant desires to install and construct a Electrical Distribution, which will be located (**Circle One**) along, **bore under**, or trench across CR 24, 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 County Road 24, 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 7/31/23.
- 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**  
**ROW2023-6 June 2023**  
**County Road 24**

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 \_\_\_\_\_

Signature

**Land Owner #2**

\_\_\_\_\_  
Signature Printed Name \_\_\_\_\_

Signature

**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**

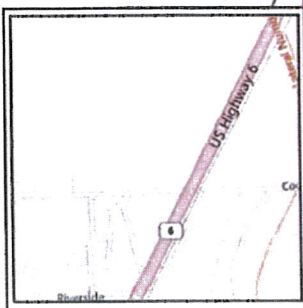
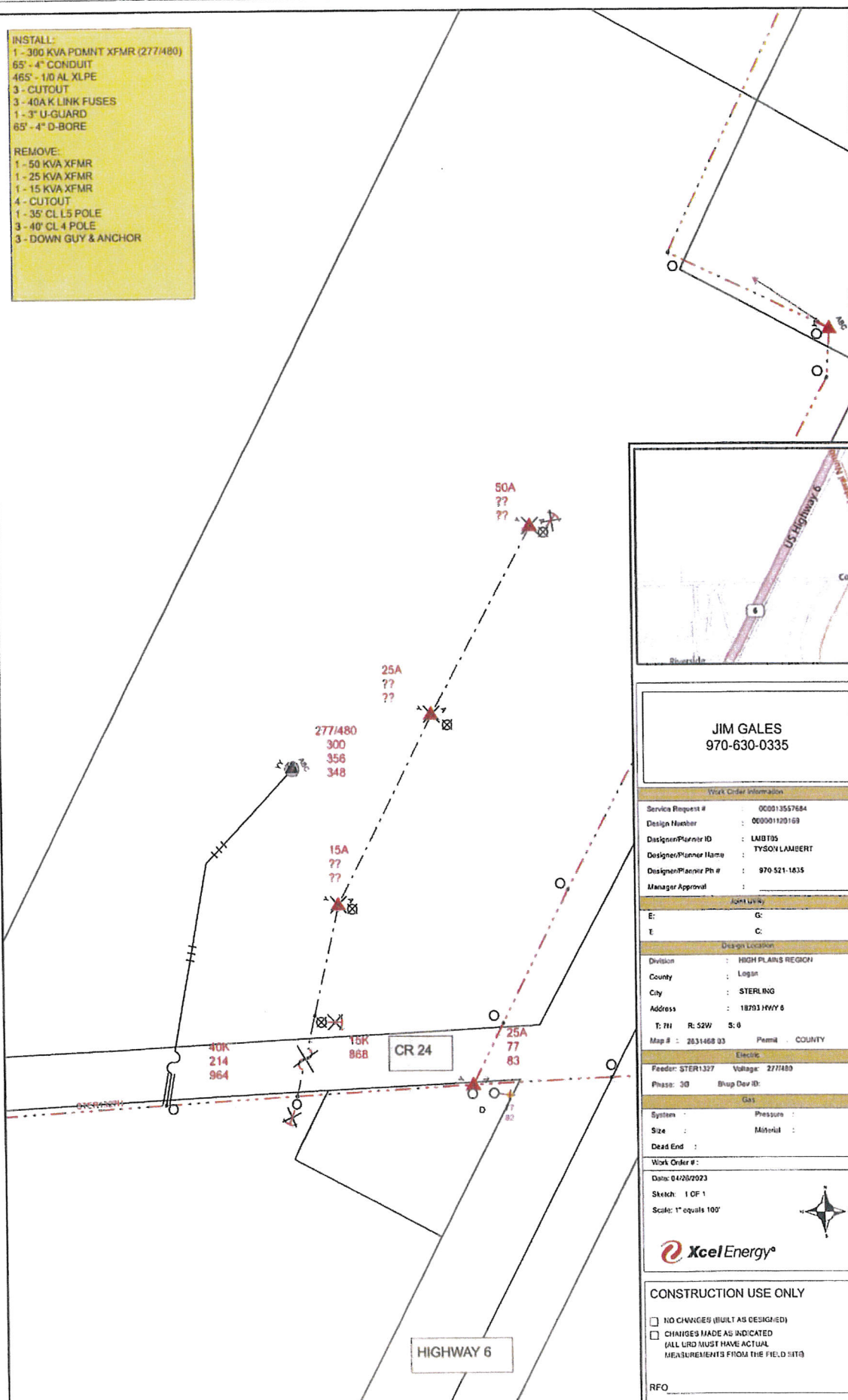
\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

\_\_\_\_\_  
Mike Brownell (Aye) (Nay)

**Xcel Energy**  
Right of Way  
ROW2023-6 June 2023  
County Road 24

- INSTALL:**
- 1 - 300 KVA PMNT XFMR (277/480)
  - 65' - 4" CONDUIT
  - 465' - 1/0 AL XLPE
  - 3 - CUTOUT
  - 3 - 40A K LINK FUSES
  - 1 - 3" U-GUARD
  - 65' - 4" D-BORE
- REMOVE:**
- 1 - 50 KVA XFMR
  - 1 - 25 KVA XFMR
  - 1 - 15 KVA XFMR
  - 4 - CUTOUT
  - 1 - 35' CL 5 POLE
  - 3 - 40' CL 4 POLE
  - 3 - DOWN GUY & ANCHOR



**JIM GALES**  
970-630-0335

Work Order Information	
Service Request #	: 00001357684
Design Number	: 00000130169
Designer/Planner ID	: LMB105
Designer/Planner Name	: TYSOV LAMBERT
Designer/Planner Ph #	: 970-521-1835
Manager Approval	:

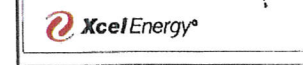
Job Utility	
E:	G:
T:	C:

Design Location	
Division	: HIGH PLAINS REGION
County	: Logan
City	: STERLING
Address	: 18793 HWY 6
T: 11	R: S2W S: 0
Map #	: 2531468 03 Permit : COUNTY

Electric	
Feeder:	STER1327 Voltage: 277/480
Phase:	3Ø Bus Dev ID:

Gas	
System	: Pressure :
Size	: Material :
Dead End	:

Work Order #:  
Date: 04/20/2023  
Sheet: 1 OF 1  
Scale: 1" equals 100'



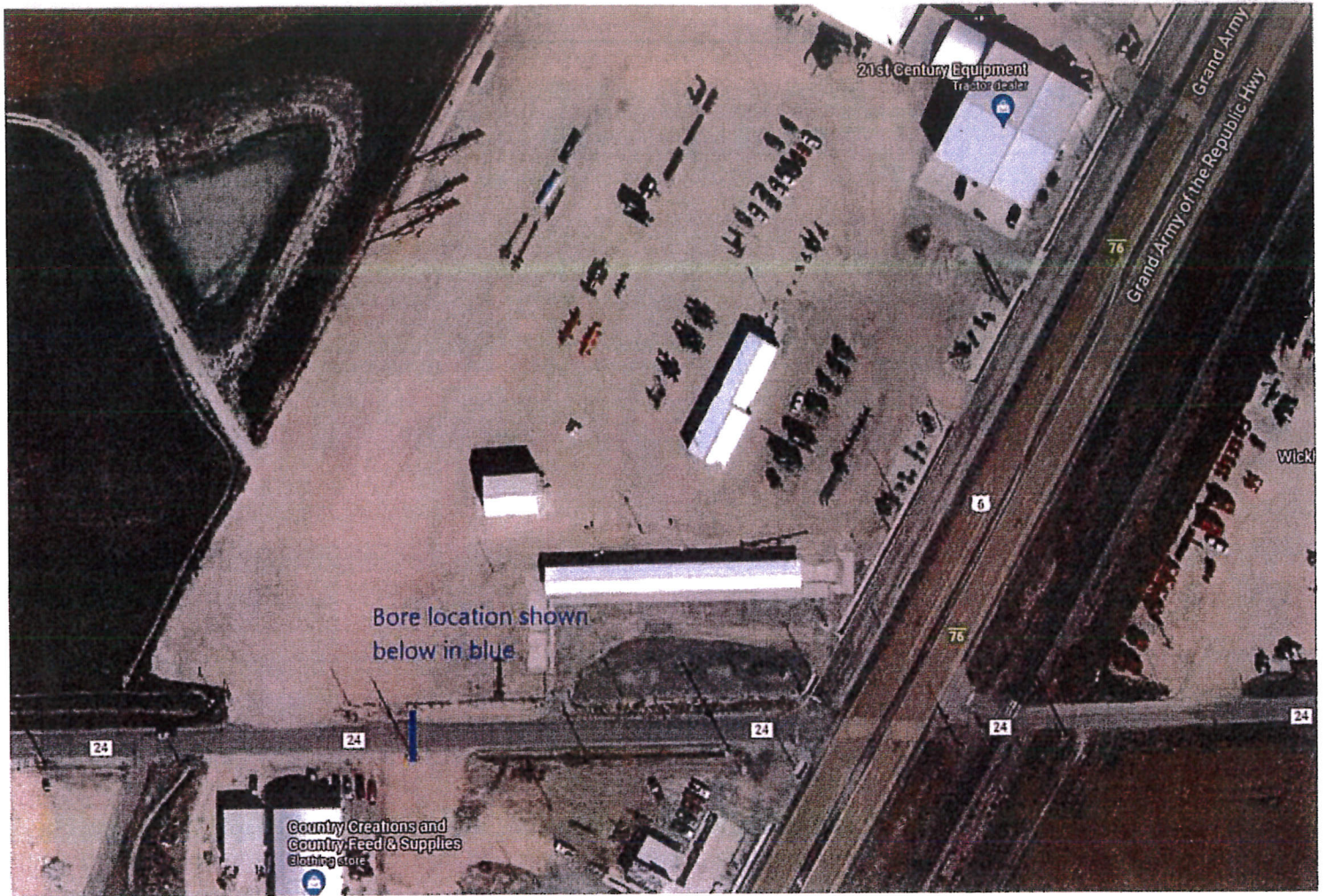
**CONSTRUCTION USE ONLY**

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

RFO \_\_\_\_\_  
FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
TEAM LEADER \_\_\_\_\_

**Xcel Energy**  
Right of Way  
ROW2023-6 June 2023  
County Road 24

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DESIGNING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT OF THE COMPANY AND ITS AFFILIATES ARISING FROM LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK.



**Xcel Energy**  
Right of Way  
ROW2023-6 June 2023  
County Road 24



**RESOLUTION**

**NO. 2023-13**

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

**SUBDIVISION EXEMPTION FOR PROPST FARMS, INC.**

**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**, Propst Farms, Inc. has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A tract of land located in the Northwest Quarter (NW1/4) of Section 1, Township 6 North, Range 53 West of the 6<sup>th</sup> Principle Meridian, Logan County, Colorado, the centerline being more particularly described as follows:

Commencing at the Northwest Corner of Section 1, Township 6 North, Range 53 West of the 6<sup>th</sup> Principle Meridian, Logan County, Colorado; thence North 88°06'51" East on the North line of the Northwest Quarter (NW1/4) of said Section, 726.22 feet to the Point of Beginning; thence North 88°06'51" East continuing on said North line, 350.63 feet; thence South 01°53'09" East perpendicular to said North line, 1000.00 feet; thence South 88°06'51" West Parallel with said North line, 162.00 feet to the beginning of a non-tangent 1810.00 foot radius curve concave Southwesterly; thence Northwesterly on the arc of said curve 732.50 feet (chord bearing North 38°39'46" West with a chord length of 727.51 feet); thence North 28°43'46" East 484.87 feet to the Point of Beginning containing 9.21 acres, more or less.

(As represented on official Subdivision Exemption Plat 2023-13); and

**WHEREAS**, Propst Farms, Inc., intends to create a parcel, consisting of 9.21 acres more or less, subdivided from a 245.00 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 May 31, 2023; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on June 6, 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 Propst Farms, Inc., for a Subdivision Exemption for the creation of a 9.21 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-13, 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 6th day of June, 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 6th day of June, 2023.

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

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

COPY

Date 3-23-23

1. Name of Subdivision Exemption \_\_\_\_\_
2. Name of Applicant Propst Farms Inc Phone 970-520-3254  
Address 5216 Hwy 63 Atwood Co 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Propst Farms Inc Phone 970-520-3254  
Address 5216 Hwy 63 Atwood Co 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer Cody Propst Phone 970-520-0191  
Address 5274 Hwy 63 Atwood Co 80722  
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Tosh Dickenson Phone 908-350-1326  
Address \_\_\_\_\_  
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney \_\_\_\_\_ 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 \_\_\_\_\_ Zone \_\_\_\_\_ Number of Lots \_\_\_\_\_
11. Tax Map Designation: Section/Township/Range NW 1/4 1-6N-53W 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 \_\_\_\_\_
14. Is Deed recorded in General Systems Book \_\_\_\_\_ Page \_\_\_\_\_
15. Current Land Use: pasture
16. Proposed Use of Each Parcel: Residence

17. Proposed Water and Sewer Facilities: well - septic

18. Proposed Public Access to each new parcel: \_\_\_\_\_

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

\_\_\_\_\_

List all contiguous holdings in the same ownership:

Section/Township/Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

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

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

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

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

*Letta D. Probst*  
(Applicant Signature)

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_

MY COMMISSION EXPIRES:

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)



LOGAN COUNTY VACATION APPLICATION  
BOARD OF COUNTY COMMISSIONERS

COPY

Date: April 10, 2023

**Applicant:**

Name: Reck Agri Realty & Auction Phone: 970-522-7770

Address: 535 E Chestnut, PO Box 407, Sterling, CO 80751

E-Mail: marcreck@reckagri.com

**Type of Vacation:**

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

**Location of Vacation:**

Legal: Quarter SW1/4 Section 25 Township 8 North Range 53 West

Lot \_\_\_\_\_ Block \_\_\_\_\_ Address \_\_\_\_\_

**Description of Vacation:**

Moving the east property line of the exempted parcel 30 feet to the  
owner's property line. This eliminates a 30 foot strip of deeded land.  
Access easement will remain in place.

**Reason for Vacation:**

Selling the property:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owls Hollow LLC  
Vacation  
V2023-2 May 2023  
25-8-53

**PETITION FOR VACATION**  
BOARD OF COUNTY COMMISSIONERS

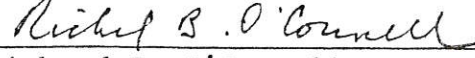
**Applicant:** Reck Agri Realty & Auction Phone: 970-522-7770

Address: 535 E Chestnut, PO Box 407, Sterling, CO 80751

Applicant's Signature: By:  Date: 4/10/2023  
Marc Reck

**Landowner:** Owl Hollow, LLC Phone: 970-466-0985

Address: 8221 E Circulo Del Oso, Tucson, AZ 85750

Landowner's Signature: By:  Date: April 10, 2023  
Richard B. O'Connell, Manager

**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: \_\_\_\_\_



**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)

**RESOLUTION**

**NO. 2023-15**

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

**SUBDIVISION EXEMPTION FOR OWL HOLLOW, LLC**

**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**, the Owl Hollow, LLC 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 Southwest Quarter of Section 25, Township 8 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, being more particularly described as follows:

Commencing at the South Quarter corner of Section 25, Township 8 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; thence North 02°04'19" West on the East line of the Southwest Quarter of said Section, 1304.57 feet to the Point of Beginning; thence South 87°55'41" West perpendicular to said East line, 29.49 feet to the Southeast corner of a tract of land surveyed by Gerald D. Jefferies, P.L.S. 3643, recorded Reception #672407; thence North 50°44'52" West on the South line of said tract, 75.28 feet; thence South 83°35'44" West on the South line of said tract, 420.58 feet to the Southwest corner of said tract; thence North 02°02'22" West on the West line of said tract, 650.58 feet to the Northeast corner of said tract; thence North 87°55'57" East on the North line of said tract, 505.03 feet to a point on said East line; thence South 02°04'19" East on said East line, 668.47 feet to the Point of Beginning containing 7.40 acres, more or less subject to county road Right-of-Way.

**LEGAL DESCRIPTION FOR INGRESS AND EGRESS EASEMENT:**

A 70' Ingress and Egress easement located in the Southwest Quarter of Section 25, Township 8 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado, being more particularly described as follows:

Commencing at the South Quarter corner of Section 25, Township 8 North, Range 53 West of the 6<sup>th</sup> Principle Meridian, Logan County, Colorado; thence North 02°04'19" West on the East line of the Southwest Quarter of said Section, 1304.57 feet to the Point of Beginning; thence South 87°55'41" West perpendicular to said East line, 29.49 feet to the Southeast corner of a tract of land surveyed by Gerald D. Jefferies, P.L.S. 3643, recorded Reception # 672407; thence North 50°44'52" West on the South line of said tract, 53.94 feet; thence North 02°04'19" West parallel to said East line, 632.72 feet to a point on the North line of said tract; thence North 87°55'57" East on the North line of said tract , 70.00 feet to a point on said East line; thence South 02°04'19" East on said East line, 668.47 feet to the Point of Beginning containing 1.06 acres, more or less subject to county road Right-of-Way.

(As represented on official Subdivision Exemption Plat 2023-15); and

**WHEREAS**, the Owl Hollow, LLC intends to create a parcel, consisting of 7.40 acres, more or less, subdivided from a 124.731 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 May 16, 2023; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on June 6, 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 Owl Hollow, LLC, for a Subdivision Exemption for the creation of a 7.40 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-15, 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 6th day of June, 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 6th day of June, 2023.

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

**SUBDIVISION EXEMPTION APPLICATION  
PLAT APPROVAL**

COPY

Date: April 10, 2023

Name of Subdivision Exemption (as listed on plat): Owl Hollow, LLC

**Applicant:**

Name: Reck Agri Realty & Auction Phone: 970-522-7770

Address: 535 E Chestnut, PO Box 407, Sterling, CO 80751

Email: marcreck@reckagri.com

**Local Agent:**

Name: Same as Above Applicant Phone: \_\_\_\_\_

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

**Owner of Record:**

Name: Owl Hollow, LLC Phone: 970-466-0985

Address: 8221 E Circulo Del Oso, Tucson, AZ 85750

**Prospective Buyer:**

Name: Donny D. Haynes Phone: 303-579-1614

Address: 5440 N Foothills Hwy, Boulder, CO 80302

**Land Surveyor:**

Name: Josh Skelton @ Dickinson Land Surveyors Phone: 970-854-8440

Address: 218 E Denver St., Holyoke, CO 80734

**Attorney:**

Name: Mark Earnhart Phone: 970-522-4135

Address: 316 Poplar St., PO Box 1201, Sterling, CO 80751

**Description of Property:**

Subdivision Exemption Location: On the \_\_\_\_\_ side of \_\_\_\_\_

\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
Direction Street

Legal: 1/4 Section SW1/4 Section 25 Township 8N Range 53W

Total Acres 7.4 Number of Lots \_\_\_\_\_

Current Zoning: Ag Current Land Use: Rural Residential

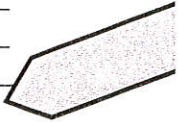
FOR COUNTY USE

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)

**RESOLUTION**

**NO. 2023 - 16**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, TERMINATING THE DECLARATION OF THE COVID-19 LOCAL DISASTER EMERGENCY**

**WHEREAS**, on the recommendation of the Logan County Emergency Manager and the Northeast Colorado Public Health Director, the Board of County Commissioners of Logan County adopted Resolution 2020-09 on March 17, 2020, which consisted of a declaration of local disaster emergency as a result of the public health emergency caused by the COVID-19 pandemic; and

**WHEREAS**, Resolution 2020-09 provides that it shall remain in effect until rescinded by the Board of County Commissioners; and

**WHEREAS**, the COVID-19 federal public health emergency expired on May 11, 2023 and related state public health orders have also expired; and

**WHEREAS**, the Board has determined that the public health circumstances that necessitated the declaration of the local disaster emergency no longer exist; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, the Board of County Commissioners has the authority to order the declaration, continuation, or termination of a local disaster emergency.

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

1. The declaration of a local disaster emergency imposed by Resolution 2020-09 is hereby rescinded.
2. This Resolution shall be promptly filed and recorded in the office of the Logan County Clerk and Recorder, and filed with the office of the Logan County Emergency Manager and the Colorado Office of Emergency Management.

ADOPTED AND SIGNED this 6th day of June, 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 6th day of June, 2023.

\_\_\_\_\_  
Clerk and Recorder