



AGENDA

Logan County Board of Commissioners

Logan County Courthouse, 315 Main Street, Sterling, Colorado

Tuesday, September 1, 2020 - 9:30 a.m.

Call to Order

Pledge of Allegiance

Revisions to Agenda

Consent Agenda

Approval of the Minutes of the August 18, 2020 meeting.

Acknowledge the receipt of Veteran's Service Officer's Monthly Report and Certification of Pay form for the month of August, 2020.

Unfinished Business

New Business

The Board will consider proclaiming Constitution Week as being September 17 through 23, 2020.

Consideration of the approval of Intergovernmental Agreement between Logan County Clerk and Recorder and Frenchman RE-3 School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

Consideration of the approval of Intergovernmental Agreement between Logan County Clerk and Recorder and the Town of Iliff for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

Consideration of the approval of Intergovernmental Agreement between Logan County Clerk and Recorder and Frenchman Groundwater Management District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

Consideration of the approval of an agreement between Logan County and Computer Information Concepts, Inc. for computer hardware, software, communication networks, support and enhancements for the Logan County Finance and Human Resources Departments.

Consideration of the approval of an amendment to the Development Agreement by and between Logan County, Colorado and Northern Colorado Wind Energy, LLC and Peetz Table Wind Energy Center, LLC to correct a scrivener's error and replace and delete language.

Consideration of the approval of Resolution 2020-30 and the issuance of Conditional Use Permit #248 to be issued to Niyol Wind, LLC for the construction of a 230 KV energy transmission line consisting of transmission poles, and overhead and ground wires originating at the Niyol Wind Generation Center's substation and running 23 miles in length within Logan County.

Consideration of the approval of an agreement between Logan County and Niyol Wind, LLC and issuance of permit #248 for use along the south side of County Road 26 between 06-7N-49W and 31-8N-49W for installation and construction of a 230kV transmission line.

Other Business

Miscellaneous Business/Announcements

The next meeting will be scheduled for Tuesday, September 15, 2020, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

August 18, 2020

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

Joseph A. McBride	Chairman
Jane Bauder	Commissioner
Byron Pelton	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk
Dave Conley	Lodging Tax Board
Jerry Casebolt	Logan County Emergency Manager
Marilee Johnson	Tourist Information Center Director/County Public Information Officer
Karah Karg	Fair Admin Assistant
Glenna Phelps-Aurich	
Jeff Rice	Journal-Advocate

Chairman McBride called the meeting to order at 9:30 a.m. The meeting opened with the Pledge of Allegiance. Chairman McBride asked if there were any revisions for the agenda. No revisions were noted.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 4, 2020 meeting.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of July, 2020.
- Acknowledge the receipt of the Landfill's Supervisor's report for the month of July, 2020.
- Acknowledge the receipt of the Treasurer's report for the month of July, 2020.
- Acknowledge the receipt of the Clerk and Recorder's Report for the month of July, 2020.

Commissioner Bauder moved to approve the Consent Agenda. Chairman McBride seconded and the motion carried 2-0. Commissioner Pelton abstained due to not being at the August 4, 2020 meeting.

Chairman McBride continued with Unfinished Business:

Commissioner Pelton moved to approve the award of the proposal to Cobitco for the purchase of asphaltic materials for the 2020 County Road Chip Seal Project. Commissioner Bauder seconded and the motion carried 3-0.

Chairman McBride continued with New Business:

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County and the City of Sterling granting free reciprocal admission privileges to governing bodies elected officials and full-time employees to the City Recreation Center and the Logan County Shooting Sports Complex and authorize the Chairman to sign. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve an Intergovernmental Agreement between Logan County Clerk and Recorder

Election to be held November 3, 2020 and authorize the Chairman to sign. Commissioner Bauder seconded and the motion carried 3-0.

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

- Logan County Coins/Souvenirs - \$3,000
- Sugar Beet Days - \$5,000

Commissioner Bauder moved to approve the Logan County Lodging Tax Board project Logan County Coins/Souvenirs in the amount of \$3,000. Commissioner Pelton seconded and the motion carried 3-0.

Commissioner Pelton moved to approve the Logan County Lodging Tax Board project Sugar Beet Days in the amount of \$5,000. Commissioner Bauder seconded and the motion carried 3-0.

Announcements:

The next business meeting will be scheduled for Tuesday, September 1, 2020, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:42 a.m.

Submitted by:


Logan County Clerk & Recorder

Approved: September 1, 2020

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Joe McBride, Chairman

Attest:

Logan County Clerk & Recorder



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

County of Logan Month of Aug 2020

GENERAL INFORMATION		REQUEST FOR MEDICAL RECORDS	
Telephone Calls *	142	21-4142 & 21-4142a	02/02
Office Visits	18	MILITARY RECORDS/CORRECTIONS	
Home Visits	11	SF180	04
Outreach Visits	- 0 -	DD149	01
Community Events	- 01 -	DD293	- 0 -
Request for Medal	- 0 -	NA13075	- 0 -
Operation Recognition	- 0 -	Other	- 0 -
Correspondence Rec'd	01	NSC PENSION	
Correspondence Written	02	21-527EZ	- 0 -
Info/Referral/Inquiries	06	21-8416	- 0 -
VCAA Notice	- 0 -	WIDOWS PENSION	
State Benefits	- 0 -	21-534EZ	02
Income Verifications	- 0 -	21-8416	- 0 -
NEW CLAIMS INITIATED		DIC	
21-22 CVA	03	21-5234EZ	- 0 -
21-22 others	- 0 -	WAIVERS/COMPROMISE	
SC ENTITLEMENT		21-5655	- 0 -
21-526EZ	02	APPEALS	
21-0966 Informal	03	21-0985 NOD	↑
21-4138	- 0 -	VA Form 9	↑
21-526EZ Reinstate	- 0 -	20-0995	- 0 -
21-526EZ IU	- 0 -	20-0996	↓
21-8940 IU	- 0 -	10182	↓

SC ENTITLEMENT CONTINUED		INSURANCE CLAIMS	
21-4192 IU Employer	↑	29-357	↑
21-4138 SMC	— 0 —	29-4364	— 0 —
21-686c Dependency	↓	29-336 Beneficiary	↓
21-674 School Attendance	↓	29-4125 Lump Sum	↓
VA HEALTHCARE		VTF REQUESTS	
10-10EZ / 10-10 EZR	01 / 01	Rental Assistance	↑
CHAMPVA	— 0 —	Utilities Assistance	↓
HOMELESS VETERANS CLAIMS		Prescription Assistance	↓
Service Connection	— 0 —	Food Assistance	— 0 —
NSC Pension	— 0 —	Transportation Assistance	↓
VOC REHAB		Clothing Assistance	↓
28-1900 CH31	— 0 —	Other	↓
MISC CLAIMS		VA HOME LOAN	
21-8678 Clothing Allow	↑	26-1800	— 0 —
21-4502 Adaptive Equip.	↑	26-1817	— 0 —
26-4555 Housing	— 0 —	SURVEYS	
10-0103 HISA Grant	↓	County VSO Feedback and Comment Forms Submitted:	08
CRSC	↓	OTHER	
BURIAL ALLOWANCE		*Calls: from vet / to vet Concerning vet / professional	41 / 32 } 142 49 / 10 }
21P-530	— 01 —	Emails: from vet / to vet Concerning vet / professional	12 / 13 } 161 603 / 73 }
40-1330	— 0 —	Text messages from vet / to vet	38 / 38 = 76
21-2008	— 0 —	VA 21P-0969 / 21-0845	02 / 01
INCARCERATED VETERANS		CVA 6(j)	03
21-526EZ Reinstatement	— 0 —	Faxes	24
21-4138 Apportionment	— 0 —		

Certification by County Veterans Service Officer

I hereby certify, the above captioned monthly report is true and accurate. I have been paid the following amount(s) for the month of August, 2020 from Logan county.

Salary	\$ <u>2,019.98</u>
Expenses <u>Maint. Contract</u>	\$ <u>29.96</u>
Office Space	\$ <u>- 0 -</u>
Telephone	\$ <u>84.52</u>
Office Supplies	\$ <u>7.08</u>
Travel	\$ <u>- 0 -</u>
Training Conference	\$ <u>- 0 -</u>
Other <u>Postage</u>	\$ <u>4.29</u>
 TOTAL	 \$ <u>2,145.83</u>

Wayne

Signature of County Veterans Service Officer

08/31/2020

Date

Certification by County Commissioner or Designee

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

_____ County Commissioner or Designee of

_____ County

_____ Date

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

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

Mail to:

Colorado Division of Veterans Affairs

Attention: Director

1355 South Colorado Blvd.

Building C, Suite 113

Denver, Colorado 80222

Proclamation



WHEREAS, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2020, marks the two hundred and thirty-third anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW THEREFORE WE, Joe McBride, Jane Bauder and Byron Pelton by virtue of the authority vested in us as County Commissioners of the County of Logan in the City of Sterling, Colorado do hereby proclaim the week of September 17 through 23, 2020 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED THE SEAL of the County of Logan to be affixed this 1st day of September, of the year of Our Lord Two Thousand Twenty.

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

Joseph A. McBride

Jane E. Bauder

Byron H. Pelton

INTERGOVERNMENTAL AGREEMENT

General Election

November 3, 2020

LOGAN COUNTY

AUG 17 2020

CLERK & REC

THIS AGREEMENT is made and entered into this ____ day of ____, 2020, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Frenchman RE-3 School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

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 3, 2020**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2020**). [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 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 25, 2020.**

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 4, 2020.**

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 21, 2020.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. RECOUNT:

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

13. WRITE-IN CANDIDATES:

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 16, 2020**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 1, 2020 (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 9, 2020 (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 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2020**.

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 14, 2020 (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 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



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

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

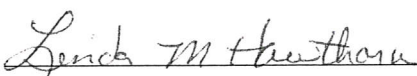
Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Frenchman RE-3 School District

By:  _____
Printed Name: Linda Hawthorne
Title: Business manager

Designated Election Official for the Entity:
~~5060 Fremont~~ Frenchman School District
Mailing Address: 506 N Fremont Ave
Fleming CO 80728
Phone: (970) 265 - 2111
Fax: (970) 265 - 2815
Email: hawthorne1@FlemingSchools.org

Fleming School
Frenchman School District RE-3
Board of Education
Unofficial Minutes-Regular Meeting
August 6, 2020

LOGAN COUNTY

AUG 17 2020

CLERK & REC

Call to Order/Roll Call

President Randy Kirkwood called the Regular Board Meeting of the Fleming School Board of Education to order at 7:00pm on Thursday, August 6, 2020 in the School and Community Library. The following members were present: Randy Kirkwood, Christa Lousberg, Kim Nolde, Shane Schliesser, and Carmen Vandembark. Also present was; Steve McCracken-Superintendent.

Pledge of Allegiance

The Pledge of Allegiance was recited.

Prayer

Carmen Vandembark led the prayer.

Approval of Agenda

The motion to approve the agenda was made and seconded. All voted: Motion passed.

H. 4-The motion to approve the 2020-2021 Reopening Plan as edited and amended, in addition, with the stipulation that future changes are expected was made and seconded. All voted: Motion passed.

Audience/Open Forum/Correspondence

Correspondence-CDE, approval of the 4 day week application.

Kortney Firme-Principal- Mrs. Firme submitted her written report to the board.

Steve McCracken- Superintendent- Mr. McCracken talked about starting school and asked the board to move the start date to August 18th for students. He also announced that the school is looking to hire bus drivers. The back to school picnic is cancelled. Bus routes and COVID were discussed. He concluded his report with a discussion in regards to the new CHSAA Activity Calendar.

Consent Agenda

The motion to approve the consent agenda was made and seconded. All voted: Motion passed.

1. Approval of minutes- June 23, 2020
2. Bills
3. Payroll,
4. Action items:
 - a. Accept Shauna Close's resignation
 - b. Approved new copy machine lease
 - c. Approved the change in the 2020-2021 School Calendar, converted August 13th and 14th to Professional Days. School starts on August 18th.

Action Items

H. 1- The motion to approve the contract for Laurianna May as the Music Teacher for

the 2020-2021 school year was made and seconded. All voted: Motion passed.

H. 2- The motion to approve the Intergovernmental Agreement with Logan County for the November Election was made and seconded. All voted: Motion passed.

H. 3- The motion to approve the 2020-2021 Class Schedule was made and seconded. All voted: Motion passed.

H. 5- The motion to accept the bid for the pond equipment was made and seconded. All voted: Motion passed.

H. 6- The motion to approve that the Superintendent is operating within the limits of policy EL-9, Treatment of Students, Parents and Community was made and seconded. All voted: Motion passed.

H. 7- The motion to approve that the Superintendent is operating within the limits of policy EL-10, Student Conduct, Discipline, and Attendance was made and seconded. All voted: Motion passed.

H. 8- The motion to approve that the Superintendent is operating within the limits of policy EL- 6, Educational Program was made and seconded. All voted: Motion passed.

H. 9- The motion to approve that the School Board is operating within the limits of policy B/SR-3, Accountability of the Superintendent was made and seconded. All voted: Motion passed.

H. 10- The motion to approve the Superintendent is operating within the limits of policy E-2, Student Academic Achievement was made and seconded. All voted: Motion passed.

H. 11- The motion to approve that the Superintendent is operating within the limits of policy E-4, Safe Schools was made and seconded. All voted: Motion passed.

Discussion Items

1. Shane Schliesser asked about the progress on cleaning up the area on the south side of the Ag shop.
2. Carmen Vandembark talked about the process for developing the school calendar for next year.

Future Meeting Dates

1. School Board Meeting, September 15, 2019, 7:00pm

President Randy Kirkwood declared the meeting adjourned at 10:21pm.

Randy Kirkwood, President

Shane Schliesser, Secretary

INTERGOVERNMENTAL AGREEMENT

General Election

November 3, 2020

AUG 20 2020

CLERK & REC

THIS AGREEMENT is made and entered into this 18 day of Aug, 2020, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Iliff** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

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 3, 2020**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2020**). [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 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 25, 2020.**

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 4, 2020.**

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 21, 2020.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 16, 2020**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 1, 2020 (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 9, 2020 (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 4, 2020,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2020.**

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 14, 2020 (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:**

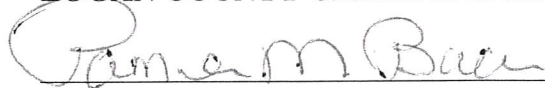
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must 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 4, 2020, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



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

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

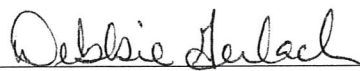
Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Iliff

By:  _____
Printed Name: Debbie Gerlach
Title: Town Clerk, DEO

Designated Election Official for the Entity:
Town of Iliff
Mailing Address: PO Box 194
Iliff, CO 80736
Phone: (970) 522-2283
Fax: (970) 522-2183
Email: townofiliff@kci.net
HRS: Tues + Thurs 9am - 2pm

AUG 20 2020

CLERK & REC

Resolution 2020-4

WHEREAS, The Town of Iliff, currently has in place term limits on the positions of Mayor and Town Council; and

WHEREAS, the Town of Iliff wishes to remove these term limits; and

WHEREAS, a resolution is required for the removal of term limits on the Mayor and Town Council;

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ILIFF AS FOLLOWS:

1. That on Tuesday, November 3, 2020 in conjunction with the general election, the Town of Iliff will submit to the registered elector of this Town, the question of whether the Town may retain its term limits that it currently has in place.
2. That such election, the title and text of the question appearing on the ballot shall be as follows:

SHALL THE LIMITATION OF THE TERMS OF OFFICE FOR THE MAYOR AND TOWN TRUSTEES BE ELIMINATED AS PROVIDED FOR IN ARTICLE XVIII, SECTION 11 OF THE COLORADO CONSTITUTION?

YES _____

NO _____

3. That the Town Clerk is designated as the Designated Election Official for the Town to have primary responsibility for the conduct of election procedures on behalf of the Town.
4. That the officers and employees of the Town are hereby authorized and directed to take all action necessary as appropriate to effectuate the provisions of this resolution in accordance with Colorado law.


BE IT FURTHER RESOLVED, that the Iliff Town Clerk will, on our behalf of the Town Council, submit the Resolution to the Logan County Clerk and Recorder to have

the removal of term limits for the positions of Mayor and Town Council placed on the General Election Ballot for November 3, 2020.

Adopted this 10th day of June, 2020.


Mayor of Iliff—Certifying Official

ATTEST:


Town Clerk

AUG 20 2020

Resolution 2020-5

CLERK & REC

WHEREAS, The Town of Iliff, currently has in place a total of six (6) positions on the Board of Trustees and one (1) mayor position; and

WHEREAS, the Town of Iliff wishes to reduce the size of the Board to four (4) and one (1) mayor position; and

WHEREAS, a resolution is required for a reduction in the size of the Board of Trustees;

THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ILIFF AS FOLLOWS:

1. That on Tuesday, November 3, 2020 in conjunction with the general election, the Town of Iliff will submit to the registered elector of this Town, the question of whether the Town may retain the Board of Trustees size of six (6) and one (1) mayor position that it currently has in place.
2. That such election, the title and text of the question appearing on the ballot shall be as follows:

SHALL THE SIZE OF THE BOARD OF TRUSTEES BE REDUCED FROM SIX (6), AND ONE (1) MAYOR, TO FOUR (4), AND (1) MAYOR, AS PROVIDED FOR IN COLO. REV. STAT. § 31-4-301.5?

YES _____

NO _____


3. That the Town Clerk is designated as the Designated Election Official for the Town to have primary responsibility for the conduct of election procedures on behalf of the Town.
4. That the officers and employees of the Town are hereby authorized and directed to take all action necessary as appropriate to effectuate the provisions of this resolution in accordance with Colorado law.

BE IT FURTHER RESOLVED, that the Iliff Town Clerk will, on our behalf of the Town Council, submit the Resolution to the Logan County Clerk and Recorder to have the reduction of the size of the Board of Trustees placed on the General Election Ballot for November 3, 2020.

Adopted this 19th day of August 2020.


Mayor of Iliff—Certifying Official

ATTEST:


Town Clerk

AUG 25 2020

CLERK & REC

INTERGOVERNMENTAL AGREEMENT**General Election****November 3, 2020**

THIS AGREEMENT is made and entered into this 21st day of Aug, 2020, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Frenchman Groundwater Management District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2020.

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 3, 2020**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement;
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2020**). [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 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

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

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

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 25, 2020.**

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 4, 2020.**

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 21, 2020.** [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

11. SPECIAL DISTRICTS - PROPERTY OWNERS:

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list 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 certify a list of those eligible electors to the County Clerk.

The County will obtain a list from the Logan County Assessor that includes eligible electors which are on the Assessor's property owner list but are not included on the County's registered voter list. The County will be verifying that each of the eligible electors on the certified list is registered to vote in the State of Colorado.

The County (Logan) will work with the controlling County (Phillips County) to make sure they are not sending landowner ballots to the persons on Logan Counties property owner list.

The County will then send the list to the entity which will certify the list back to the county for mailing the landowner ballots to the eligible landowner electors for Logan County.

The list of eligible property owners must certify to the Clerk and Recorder no later than September 4, 2020.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 16, 2020**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

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

Tuesday, September 1, 2020 (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 9, 2020 (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 4, 2020**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2020.**

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 14, 2020 (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 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 certify a list of those eligible electors to the County Clerk.

The County will obtain a list from the Logan County Assessor that includes eligible electors which are on the Assessor's property owner list but are not included on the County's registered voter list. The County will be verifying that each of the eligible electors on the certified list is registered to vote in the State of Colorado.

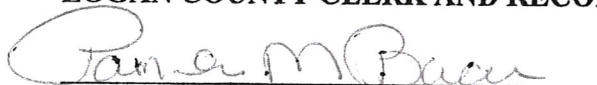
The County (Logan) will work with the controlling County (Phillips County) to make sure they are not sending landowner ballots to the persons on Logan Counties property owner list.

The County will then send the list to the entity which will certify the list back to the county for mailing the landowner ballots to the eligible landowner electors for Logan County.

The list of eligible property owners must certify to the Clerk and Recorder no later than September 4, 2020.

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

LOGAN COUNTY CLERK AND RECORDER



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

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


Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Frenchman Groundwater Management District

By: 
Printed Name: NATE MIDCAP
Title: DEO

Designated Election Official for the Entity:
NATE MIDCAP
Mailing Address: 103 E. EMERSON ST.
HOWOKE CO 80734
Phone: (970) 854-3484
Fax: ()
Email: B1B46WMD@hotmail.com

AUG 25 2020

CLERK & REC

FRENCHMAN GROUND WATER MANAGEMENT DISTRICT**RESOLUTION NO. 20-6****RESOLUTION REFERRING TO THE TAXPAYING ELECTORS OF THE DISTRICT
FOR THE NOVEMBER 2020 ELECTION
A BALLOT ISSUE REGARDING THE DISTRICT'S AUTHORITY
TO COLLECT, RETAIN AND SPEND ALL REVENUES
NOTWITHSTANDING CONSTITUTIONAL OR STATUTORY LIMITATIONS**

WHEREAS, the Frenchman Ground Water Management District (the "District") is a body corporate and governmental subdivision of the state of Colorado pursuant to § 37-90-113, *et seq.*, C.R.S.; and

WHEREAS, the members of the District's Board of Directors (the "Board") have been duly elected or appointed and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution ("TABOR") limits annual increases in a local government's total fiscal year revenue and spending, but expressly allows local voters to approve the collection, retention and expenditure of revenue in excess of those limits; and

WHEREAS, Title 29, Article 1, Part 3, Colorado Revised Statutes, limits annual increases in the amount of property tax revenue a local government may collect and retain, but expressly allows local voters to approve the collection, retention and expenditure of revenue in excess of the limit; and

WHEREAS, a state general election is scheduled for November 3, 2020 (the "Election"), and the District may submit ballot issues the taxpaying electors of the District at the Election, pursuant to TABOR; and

WHEREAS, the Board has determined to refer a ballot issue to the taxpaying electors of the District, which would authorize the District to collect, retain and spend for any lawful purpose all revenues from all sources, including property taxes, generated during fiscal year 2020 and each subsequent year thereafter, notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution, § 29-1-301, C.R.S., or any other law; and

WHEREAS, the Board hereby determines to hold an election of the District's electors on November 3, 2020 (the "Election") to be held as part of the coordinated election being conducted by the County Clerks and Recorder (the "Clerks") of Logan and Phillips Counties (the "Counties") pursuant to the Uniform Election Code of 1992, Title 1, Articles 1 through 13, Colorado Revised Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Board that:

1. In accordance with the Uniform Election Code of 1992, the Board hereby determines that an election of the taxpaying electors of the District shall be held on November 3, 2020, which is the date of the coordinated state general election. At that time, there will be submitted to the taxpaying electors of the District a ballot issue which would authorize the District to collect, retain and spend for any lawful purpose all revenues from all sources, including property taxes, generated during fiscal year 2020 and each subsequent year thereafter, notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution, § 29-1-301, C.R.S., or any other law. The ballot issue shall be in substantially the form shown on **Exhibit A** attached hereto and incorporated herein by this reference, and the Board hereby sets the ballot title as set forth in **Exhibit A**.
2. The election shall be conducted as a coordinated election in accordance with all relevant provisions of the Uniform Election Code of 1992 and will be conducted as a mail ballot election.
3. The Board hereby designates Nate Midcap, District Manager, as the Designated Election Official ("DEO") of the District. The DEO is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution, the Uniform Election Code of 1992, TABOR or other applicable laws. The Clerks shall be the Coordinated Election Officials.
4. The Board hereby designates Phillips County as the Controlling County for the purpose of assigning and coordinating the ballot letter/number for the coordinated election because the District's administrative offices are located in Phillips County.
5. The Board hereby approves the Intergovernmental Agreement: November 3, 2020 with Phillips County and the Intergovernmental Agreement with Logan County, regarding the conduct of the Election, in substantially the forms presented to the Board herewith, and authorizes the District Manager or President to sign such Agreements.
6. If a majority of the votes cast on the ballot issue are in favor of authorizing the District to collect, retain and spend all revenues from all sources, as provided in such ballot issue, the District, acting through the Board, is authorized to proceed with the necessary action to collect, retain and spend all revenues from all sources, in accordance with such ballot issue. Said authority, if conferred by the results of the election, is deemed and considered a continuing authority to collect, retain and spend all revenues from all sources at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, may be considered as exhausting or limiting the full authority so conferred.
7. Pursuant to § 1-11-203.5, C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five (5) days after the title of the ballot issue or ballot question is set.
8. The Board intends that the provisions hereof are severable. Therefore, if any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not impair or invalidate the remaining provisions of this Resolution.

9. Any and all actions previously taken by the DEO or the President or Secretary of the Board or any other persons acting on their behalf concerning the subject matter of this Resolution, pursuant to the Uniform Election Code of 1992, or other applicable laws, are hereby ratified and confirmed.
10. All acts, orders, and resolutions or parts thereof, of the Board which are inconsistent or in conflict with this Resolution are hereby repealed only to the extent of such inconsistency or conflict.
11. The provisions of this Resolution shall take effect immediately.

A motion was made and seconded, and, upon a majority vote, this Resolution was **ADOPTED AND APPROVED** by the Board this 17 day of August, 2020.

FRENCHMAN GROUND WATER
MANAGEMENT DISTRICT



President

ATTEST:



Secretary

[SEAL]

FRENCHMAN GROUND WATER MANAGEMENT DISTRICT BALLOT ISSUE ____

SHALL FRENCHMAN GROUND WATER MANAGEMENT DISTRICT BE AUTHORIZED TO COLLECT, RETAIN AND SPEND ALL REVENUES IT RECEIVES FROM ALL SOURCES IN FISCAL YEAR 2020 AND THEREAFTER AS VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS THAT WOULD OTHERWISE APPLY UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, THE 5.5% PROPERTY TAX REVENUE LIMITATION SET FORTH IN SECTION 29-1-301 OF THE COLORADO REVISED STATUTES OR ANY OTHER LAW?

YES ____
NO ____

STATE OF COLORADO)
) ss
COUNTIES OF LOGAN AND PHILLIPS)
FRENCHMAN GROUND WATER)
MANAGEMENT DISTRICT)

I, JIM TOMKY, Secretary of Frenchman Ground Water Management District, Logan and Phillips Counties, Colorado (the "District"), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the "Resolution") passed and adopted by the Board of Directors (the "Board") of the District at a Board meeting held on 8-17, 2020.

2. The Resolution was duly moved and seconded and the Resolution was adopted at the Board meeting of 8-17 2020, by an affirmative vote of a majority of the members of the Board as follows:

Board Members / Title	"Yes"	"No"	Absent	Abstain
JIM TOMKY	X			
DAN ANDERSON	X			
DUANE HARMIS			X	
CHRIS FENZL	X			
STEVEN MEAKINS	X			
GARY KRAMER			X	

3. The members of the Board were present at such meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the President of the District, sealed with the District's seal, attested by the Secretary and recorded in the minutes of the Board.

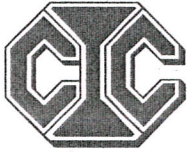
5. There are no bylaws, rules or regulations of the Board that might prohibit the adoption of said Resolution.

6. Notice of the meeting was provided as required by law.

WITNESS my hand and the seal of said District affixed this 21st day of Aug, 2020.

(SEAL)

Jim Tomky
Secretary



2843 31st Avenue
Greeley, CO 80631
1-800-437-7457

RECEIVED

AUG 18 2020

L.C. FINANCE

Computer Information Concepts

August 14, 2020

Ms. Debbie Unrein
Logan County Finance Director
Logan County
315 Main Street
Sterling, Colorado 80751

Dear Ms. Unrein,

Please sign both copies of our enclosed Annual Peopleware Agreement (page 6), retaining one (1) copy for your files and returning the remaining copy along with your payment in the amount of \$17,800.00 before October 1, 2020, to continue accessing Annual PEOPLEWARE via www.cicesp.com or toll free at (800) 437-7457 –

Twenty-Four (24) Hours/Day – Seven (7) Days/Week!!!

“INSTANT Response” – Customers utilizing our **“Internet Accessible” Annual PEOPLEWARE System (APS)** to log support calls by **“Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. **APS** provides retrieval / displays CIC’s resolution documentation for a date range within the same **“Task Code”** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our **APS “Quick Reference”** also provides Customers instant access to our most current Web Based Documentation for your specific **“Task Code”**, saving you valuable time normally spent looking for your current copy of CIC’s manual or the applicable section, page and paragraph.

3. **APS** enables our Customers to confirm CIC’s open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, **APS** displays a list of current **“PeopleWires”**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC’s recommended “temporary work around” with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

"DESKTOP Response / Resolution" – Actively participate in resolution of your support, enhancement and training issues without the wasted time and expense previously required to travel on-site. Using state of the art web conferencing technology, our technical support staff can immediately "observe" your desktop from our office, significantly reducing the time and effort required to resolve issues and provide just-in time training without the wasted time and expense our competitors still charge for traveling to your location –

"BETTER THAN ON-SITE"!

"ON-DEMAND Response / Resolution" – Access pre-recorded software demonstrations / training sessions, etc, from your standard Internet browser. Available from the right side of our home page, ON-DEMAND Response initially provides a list of all sessions currently available. After selecting the demonstration / training session of your choice and entering a password provided by CIC's Resource Development and/or PEOPLEWARE Staff, you may view the selected software demonstration or training session, including audio and video of the presenter and their related presentation materials, whiteboards, PC desktop, software applications, etc. necessary to convey their message. Session player controls including pause, rewind, and fast forward further provide you control over playback for maximum time management.

"AT YOUR CONVENIENCE & AS MANY TIMES AS YOU LIKE!"

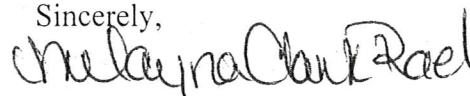
Finally, our Annual Peopleware Agreement includes all regulatory, user defined and vendor enhancements identified, prioritized and approved by our Users during our "free" Annual User Symposium, or as needed during the year by your Enhancement Review Team Representatives. Although our enhancements are normally delivered annually, along with our Task Based, Internet Accessible User Manuals, the actual enhancements to be included and the date of each release is also determined by our Users. While our annual charge for enhancements is also determined and approved annually by our Users, CIC further guarantees to deliver any and all State / Federal regulatory enhancements, regardless of cost, without any additional charge to our Customers.

Guaranteed Response Time - Our PEOPLEWARE and Technical Teams guarantee a maximum of IMMEDIATE 2, 4 or 8 hour response to any questions, problems, etc. encountered during your utilization of our Automation Solutions.

CIC also assumes exclusive responsibility for communicating and coordinating with all vendors, as may be necessary, in resolving your problems. In summary, CIC's "Total Solution Plan" delivers all three (3) "Wares"; hard, soft &

PEOPLE --- 24 HOURS / DAY - 7 DAYS / WEEK!!!

Sincerely,



Melayna Clark-Rael

mclark-rael@cicesp.com

or (800) 437-7457, ext. 157

MCR
Enclosures

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of October 1, 2020, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Logan County
315 Main Street
Sterling, Colorado 80751

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

“INSTANT Response” – Customers utilizing our **“Internet Accessible” Annual PEOPLEWARE System (APS)** to log support calls by **“Task Code” - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. APS provides retrieval / displays CIC's resolution documentation for a date range within the same **“Task Code”** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our APS **“Quick Reference”** also provides Customers instant access to our most current Web Based Documentation for your specific **“Task Code”**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. APS enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, APS displays a list of current **“PeopleWires”**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended **“temporary work around”** with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by “Keyword”, Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC’s assistance in entering Customer’s questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC’s Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, “**DESKTOP Response**” and/or “**ON-DEMAND Response**” unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer’s location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer’s optimum utilization of existing / future functionality regardless of Customer’s employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC’s then current telephone / “**DESKTOP Response**” / “**ON-DEMAND Response**” hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC’s vendors in resolving Customer’s questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer’s questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer’s existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer’s automation environment.

Site Evaluation - CIC will periodically review and discuss Customer’s satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC’s vendors, the effectiveness of Customer’s computer hardware, operating and application systems, communication networks and/or other related areas of Customer’s automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer’s consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC’s vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC’s employees access to Customer’s computer hardware, operating and application systems, communication networks and/or other related areas of Customer’s automation environment including access to Customer’s Internet connection and a telephone, for purposes of performing CIC’s obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership – To the extent permitted by law, Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Colorado.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: _____
Logan County, Colorado

EXHIBIT A
Page 1 of 2

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2020

ANNUAL PEOPLEWARE

\$ 1,905.00 Support – Operating Systems

\$.00 – Server Farm

“Without an On-Site Full Time Network Technician”

\$.00 – Personal Computer / Server, Department and/or County File Server(s)

“With an On-Site Full Time Network Technician”

\$.00 – Department / County with Maximum of Six (6) Hardware Devices

“Without an On-Site Full Time Network Technician”

\$.00 – Personal Computer / Server or Department File Server

“Without an On-Site Full Time Network Technician”

\$.00 – County File Server(s)

“Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

1,905.00 Server Farm – Unlimited Server Farm Remote Processing / Storage
(M/S Word, Excel, PowerPoint, SQL & Terminal Server) – Annual
Lease / User – 3 Users

13,225.00 Support – Application Systems

4,455.00 Budgetary / Fund Accounting – Basic (Accounts Payable, General
Ledger w/Budget Processing, Banking & Investments, Cash
Receipting plus Local / State / Federal Reporting)

1,195.00 Budgetary / Fund Accounting – Option (Budget Preparation)

1,195.00 Budgetary / Fund Accounting – Option (Capital Assets)

165.00 Employee Portal – Unlimited Paystub Inquiry Internet or Intranet

475.00 INSTANT Sharing / Seat – 5 Seats

300.00 Integrated Imaging / Seat – 4 Seats

390.00 Microsoft SQL Server Reporting Services (SSRS) – Plus Unlimited
Access to ALL CIC and Customer Developed Reports

2,285.00 Payroll - Basic

2,285.00 Payroll – Option (Personnel)

EXHIBIT A

Page 2 of 2

**Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc.
(CIC) and Logan County, Colorado dated October 1, 2020**

ANNUAL PEOPLEWARE Continued

Support – Application Systems (continued)

480.00 Server Farm – Unlimited Server Farm Remote Processing / Storage
(M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

3,330.00 Enhancements – Application Systems

1,155.00 Budgetary / Fund Accounting – Basic (Accounts Payable, General
Ledger w/Budget Processing, Banking & Investments, Cash
Receipting plus Local / State / Federal Reporting)

310.00 Budgetary / Fund Accounting – Option (Budget Preparation)

310.00 Budgetary / Fund Accounting – Option (Capital Assets)

45.00 Employee Portal – Unlimited Paystub Inquiry Internet or Intranet

80.00 Integrated Imaging / Seat – 4 Seats

105.00 Microsoft SQL Server Reporting Services (SSRS) – Plus Unlimited
Access to ALL CIC and Customer Developed Reports

595.00 Payroll - Basic

595.00 Payroll – Option (Personnel)

135.00 Server Farm – Unlimited Server Farm Remote Processing / Storage
(M/S Word, Excel, PowerPoint, SQL & Terminal Server) – 3 Users

(660.00) **Annual Peopleware INSTANT Response Support Call Log Credit – 98.89% Logged**

\$17,800.00 **ANNUAL PEOPLEWARE TOTAL**

"SAMPLE"

EXHIBIT B#

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Logan County, Colorado dated October 1, 2020

PRODUCTS / SERVICES TO BE PROVIDED:

<u>Description</u>	<u>Qty</u>	<u>Retail</u>	<u>Discounted</u>
TOTAL RETAIL PRICE		\$x,xxx.xx	
TOTAL EXHIBIT PRICE			\$x,xxx.xx

Miscellaneous Expenses, i.e.; travel, mileage, lodging, meals, etc., at cost, will be paid by Customer upon receipt of a separate CIC invoice.

SCHEDULED DELIVERY:

It is anticipated the Products / Services will be delivered / provided within thirty (30) days after CIC's receipt of this signed exhibit and your Check or Purchase Order.

ACCEPTANCE / PAYMENT TERMS:

To complete the ordering process, please:

1. Mail a signed copy of this Exhibit along with your Check for the Total Exhibit Price to 2843 31st Avenue, Greeley, Colorado 80631

OR
2. Fax a signed copy of this Exhibit along with your Purchase Order for the Total Exhibit Price to (970) 330-0839. Full Payment will then be due and payable upon delivery of the Products / Services.

Failure to execute within twenty (20) days will render this Exhibit null and void.

By: _____
Computer Information Concepts, Inc.

By: _____
Customer

Exhibit Date

Acceptance Date

AMENDMENT DEVELOPMENT AGREEMENT

This amendment ("Amendment") is made part of the Development Agreement by and between **LOGAN COUNTY, COLORADO** ("County") and **NORTHERN COLORADO WIND ENERGY, LLC, and PEETZ TABLE WIND ENERGY CENTER, LLC**, Delaware limited liability companies (together with County, "Parties") for repowering of two existing wind energy projects ("Wind Energy Projects") in Logan County, Colorado, dated January 21, 2020.

In consideration of the payments and performance by the parties of the provisions set forth in the Development Agreement, the Parties agree to amend the Development Agreement as follows:

1. To correct a scrivener's error by deleting the party name "Peetz Table Wind Energy Center, LLC" and replacing it with "Peetz Table Wind Energy, LLC."
2. To update paragraph 5.1, "Appointment of Representatives," as follows:

By deleting the following language:

"The initial representative for County shall be the Chairman of the Board of County Commissioners, and the initial representative for the Developer shall be Alsey Davidson pursuant to Paragraph 7.1."

By replacing the deleted language with the following language:

"The initial representative for County shall be the Chairman of the Board of County Commissioners, and the initial representative for the Developer shall be Nathan Keiser."

3. To update paragraph 7.6, "Successors," as follows:

By deleting the following language:

"Developer and County expressly acknowledge and agree that Developer may sell all or some of the Wind Energy Projects prior to the development of same by Developer."

By replacing the deleted language with the following language:

"Developer and County expressly acknowledge and agree that Developer may, and intends to, transfer, sell, assign and/or convey the Peetz Table Wind Project to its affiliate, Peetz Table Wind, LLC, and that Developer may in the future transfer, sell, assign and/or convey the Northern Colorado Wind Project to another entity. No further notice with or approvals shall be required in relation to such transfer, sale, assignment and/or conveyance."

Counterparts. This Amendment may be executed in several counterparts, all of which constitute one and the same instrument.

DEVELOPER:

NORTHERN COLORADO WIND ENERGY, LLC
a Delaware limited liability company

PEETZ TABLE WIND ENERGY, LLC
a Delaware limited liability company

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) Ss.
COUNTY OF PALM BEACH)

_____[NAME], _____ [TITLE] of
_____[COMPANY]

acknowledged this instrument before me on the ____ day of _____, 2020.

Notary Public

My Commission Expires:

RESOLUTION
NO. 2020-30

A RESOLUTION APPROVING THE ISSUANCE OF CONDITIONAL USE PERMIT (CUP) #248 TO BE ISSUED TO NIYOL WIND, LLC FOR THE CONSTRUCTION OF A 230 KV ENERGY TRANSMISSION LINE IN PORTIONS OF TOWNSHIP 8, RANGES 49 AND 50 WEST; TOWNSHIP 7, RANGES 48, 49 AND 50 WEST; AND TOWNSHIP 6, RANGE 48 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN LOGAN COUNTY, COLORADO.

WHEREAS, Niyol Wind, LLC has applied for a Conditional Use Permit (CUP) to construct a 230 KV energy transmission line. The project will consist of transmission poles, and overhead and ground wires originating at the Niyol Wind Generation Center's substation. The transmission line will run 23 miles in length within Logan County. The transmission line support structures will consist of a single monopole structure. Overhead wires will consist of one communications line, six wires attached to a nonspecular conductor, and one ground wire. The Niyol energy transmission project will be located on private and state land, all of which are located in portions of the following described locations:

Township	Range	Section	Portion
6	48	5	All
6	48	8	W2
6	48	17	W2
6	48	20	W2 & W2 of W2 of SE4
6	48	29	All
6	48	30	SE4
6	48	32	W2
Township	Range	Section	Portion
7	48	5	W2 & N2NE4
7	48	6	S2 & S2 of N2
7	48	8	W2
7	48	17	S2 & NW4
7	48	18	SE4
7	48	19	W2 and SE4
7	48	20	All
7	48	28	W2 of SW4
7	48	29	W2 and SE4
7	48	30	All
7	48	31	S2 and NE4
7	48	32	All
7	49	1	E2 of NE4
7	49	5	N2 & SW4
7	49	6	N2
7	50	1	NW4
7	50	2	N2 excluding approximately 5 acres in NE4
7	50	3	N2
7	50	4	NW4
7	50	11	NE4
Township	Range	Section	Portion
8	49	31	All
8	49	32	S2
8	49	33	S2 & NE4
8	49	34	S2
8	49	35	SW4 excluding 72.21 acres and SE4 excluding 74.82 acres
8	49	36	All
8	50	33	SE4
8	50	34	S2 & NW4
8	50	36	S2 excluding 63 acres in SW4

all within the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the Logan County Planning Commission recommended approval of the application for a Conditional Use Permit, with conditions, for the construction of a 230 KV transmission line originating at the Niyol Wind Generation Center's substation, running 23 miles in length in Logan County on the aforementioned identified land after a public hearing held on August 18, 2020; and

WHEREAS, a public hearing was held by the Board of County Commissioners to consider the application for the Conditional Use Permit on September 1, 2020, after due notice was provided, as required by law.

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

I. APPROVAL:

The application of Niyol Wind, LLC for a ninety-nine (99) year Conditional Use Permit #248 is hereby GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

1. The proposed use is compatible with existing land uses in the area, which are zoned Agricultural, and require a Conditional Use Permit for the proposed use.
2. The Logan County Master Plan embraces the development of renewable energy projects, and the proposed transmission line is affiliated with a renewable energy development
3. The proposed use, with reasonable conditions, will not create any unusual danger to safety the surrounding areas and does not create offensive noise, vibration, smoke, dust, odors, heat, glare or other objectionable influences beyond the boundaries of the property on which such use is located.
4. The easements and ROWs set out in the application are appropriately sited to accommodate the single transmission line proposed, which will run parallel to existing approved transmission.

III. CONDITIONS:

As a condition of the approval of CUP #248:

1. The applicant shall be permitted to construct and operate a single transmission line in the defined corridor during the stated time period. No additional transmission lines or pipelines can be added to these easements without obtaining separate approval of a permit for those changes.
2. The applicant shall provide a minimum of 15 days' advance notice to easement Grantors prior to commencement of the transmission line construction.
3. Access road improvements will be limited to the minimum disturbance necessary to complete construction and maintenance in the easement corridor, unless otherwise requested by the easement Grantor.
4. The applicant shall comply with Colorado statutory and/or regulatory requirements for noxious weed control and mitigation.
5. The applicant shall take commercially reasonable steps to prevent the erosion of topsoil within the easement area.
6. The applicant shall provide any biological, cultural and environmental studies and report findings to each easement Grantor, if requested by the

- Grantor, unless otherwise specified in the applicable easement agreement.
7. The applicant is responsible for closure of all gates opened to gain access to the property and respective easement corridor during construction and maintenance of the transmission line.
 8. The applicant shall clean up litter and refuse left by the easement Grantee at the easement site.
 9. The applicant shall enter into a Road Use Agreement between the Board of County Commissioners and applicant, detailing the road usage matters described in Exhibit B of the application.
 10. The applicant shall enter into a Development Agreement between the Board of County Commissioners and applicant, which will include the conditions set forth herein as well as additional details on the development of the transmission line and the decommissioning plan proposed in Exhibit O of the application.
 11. The permit term shall be for ninety-nine (99) years on the identified and approved CUP #248. If any changes, such as alterations or enlargements occur to the CUP #248 identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

BE IT THEREFORE RESOLVED, that Conditional Use Permit #248 is granted to Niyol Wind, LLC to construct and operate a 230 KV energy transmission line for a period of ninety-nine (99) years, subject to the conditions set forth above. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other federal or state laws and county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 1st day of September, 2020.

LOGAN COUNTY BOARD OF
COMMISSIONERS
LOGAN COUNTY, COLORADO

(AYE)(NAY)

Joseph A. McBride, Chairman

(AYE)(NAY)

Byron H. Pelton, Commissioner

(AYE)(NAY)

Jane E. Bauder, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 1st day of September, 2020.

County Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

DEPARTMENT OF PLANNING & ZONING

LOGAN COUNTY COURTHOUSE

STERLING, COLORADO 80751

Applicant

Name: Niyol Wind, LLC Phone: 561-304-5573

Address: 700 Universe Boulevard, Juno Beach, FL 33408

Landowner

Name: See Exhibit F for all landowners participating in Project Phone: _____

Address: _____

Description of Property: For a description of all land participating in Project, see Exhibit C.

Legal: $\frac{1}{4}$ Section _____ Section _____ Township _____ Range _____

Address: _____ Access off CR or Hwy: _____

New Address Needed: Y or **(N)** Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

Current Zoning: Agriculture **Current Land Use:** Agriculture

Proposed Conditional Use: Energy transmission line originating from the Niyol Wind Farm.
See application for additional information.

Terms of Conditional Use: _____

Building Plans: _____

Names and addresses of all adjacent landowners within 500 feet of the above described property: _____

Please see Exhibit J for all adjacent landowners within 500 feet of the parcel boundary. _____

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

Dated at Sterling, Colorado, this _____ day of _____.

Signature of Applicant: 

Signature of Landowner: _____

NIYOL WIND, LLC CUP#248

NEXTERA ENERGY RESOURCES, LLC

Wind transmission Project- 2020

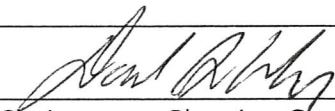
FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00)

Date of Planning Commission: 08-18-2020

Recommendation of Planning Commission: ✓ Approval _____ Denial _____

Recommended Conditions of Conditional Use Permit: _____



Chairperson, Planning Commission

=====

COUNTY COMMISSIONERS ACTION:

Conditions of Conditional Use Permit: _____

Date Granted: _____

Date Denied: _____

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

NIYOL WIND, LLC CUP#248
NEXTERA ENERGY RESOURCES, LLC
Wind Transmission Project

Exhibit B – Written Description

Project Summary

Niyol Wind, LLC proposes to construct, operate, and maintain an energy transmission line (the “Niyol Energy Transmission Project” or “the Project”) south of Fleming, Colorado. The Project will consist of transmission poles, and overhead and ground wires originating at the Niyol Wind Generation Centers substation. The transmission line will run 23 miles in Logan County. The Niyol Energy Transmission Project will be located on private and state land in Logan County.

Construction Schedule

The overall construction period for the Niyol Energy Transmission Project is expected to last approximately five (5) months and commence in the spring of 2021. The Project is expected to employ approximately 40 people at the height of construction.

Transmission Interconnect Line

The design for the overhead transmission line depends on terrain, width of right-of-way (“ROW”), structure availability, and cost. At the time of the application submittal, the transmission line is expected to be approximately 23 miles in length within Logan County and to operate at 230 kV. The transmission line support structures are expected to consist of a single/monopole structure made of steel or a suitable alternative. Overhead wires will consist one communication line, six wires attached to nonspecular (low reflectivity) conductors, and one continuous ground wire.

Public Access Roads

The project will be accessed primarily from Interstate 76, State Highway 61 and State Highway 6, and existing county roads. State Highway 6 provides access to the project area from the north, while State Highway 61 provides access from the South. Both of these highways are asphalt roads and upgrades are not anticipated to be required. Existing county roads within the project area are expected to be used during construction and operation of the project. Most, if not all, county roads within the project boundary have a gravel surface and some may need to be upgraded to accommodate equipment deliveries and movement. Culverts may need to be upgraded as well for the same reasons. Routes to be used and the improvements necessary to facilitate use of those routes will be in accordance with the Road Use Agreement to be developed in coordination with the Logan County Road Supervisor. Any improvements will be funded by Niyol Wind, LLC.

Permits and authorizations as required by applicable county, state, and federal rules for oversized loads will be obtained from the appropriate agency.

Utility Interconnection or Crossing

Electrical power delivered from the Niyol Wind Project will be transmitted through the transmission interconnect line to Tri-State Generation and Transmission's (Tri-State) Story to North Yuma 230kV line. Niyol Wind, LLC has entered into an interconnection agreement with Tri-State. Niyol Wind, LLC also intends to enter into crossing agreements with applicable utilities for locations within the project boundary at which it's transmission line or underground cable system crosses local utility or Xcel Energy and/or Tri-State transmission or distribution lines.

Logan County Public Right of Way

Niyol Wind is requesting use of the Logan County Public Right-of-Way on the south side of County Road 26 between 06-7N-49W and 31-8N-49W for approximately one mile of 230kV transmission line, consisting of less than 11 monopoles with 3 phase conductor system.

The transmission line will be installed along the south side of County Road 26 in the easement between the road and private property on section 06-7N-49W with an overhang easement on section 06-7N-49W. The private landowner on section 06-7N-49W has been leased by Niyol Wind, LLC.

Exhibit P – Right of Way Application

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY INDIVIDUAL PERMIT

THIS AGREEMENT made this Logan County this 22nd day of July, 2020 by and between the County of Logan, State of Colorado, hereinafter called "County", and Niyol Wind, LLC 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): the south side of County Road 26 between 06-7N-49W and 31-8N-49W for approximately one mile.

_____; and

WHEREAS, Applicant desires to install and construct a 230kV transmission line_____, which will be located along, County Road 26_____, 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 a 230kV transmission line from the Niyol Wind facility to the Tri-State point of interconnection, described above, in the right of way of_, 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** December 31, 2021.
- ☐ 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.
- ☐ Applicant hereby releases the County from any liability for damages caused by said Niyol Wind, LLC, 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

Niyol Energy Transmission Project
Logan County Conditional Use Permit Application

expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

- ☐ A ninety-nine (99) year 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: _____

Note: Applicants in the process of acquiring a Conditional Use Permit or a Special Use Permit - If easements containing signatures have been obtained and are in hand for the appropriate permit, then the landowner signatures required below can be waived.

Owner #1

Signature Printed name _____

Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:

Printed name

Signature

Address: _____

Application Fee Paid _____

Date _____

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

NIYOL WIND, LLC CUP#248
NEXTERA ENERGY RESOURCES, LLC
Wind Transmission Project

Niyol Energy Transmission Project
Logan County Conditional Use Permit Application

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

Byron H. Pelton (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jane E. Bauder (Aye) (Nay)

NIYOL WIND, LLC CUP#248
NEXTERA ENERGY RESOURCES, LLC
Wind Transmission Project