



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 2, 2025 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 19, 2025 meeting.

Consideration of the approval of an application for renewal of a Retail Liquor License Application on behalf of Atwood Petroleum, Inc. dba Atwood Sinclair, 453 Highway 63, Atwood, CO 80722.

Unfinished Business
New Business

The Board will open bids for the repair of the stadium roof at the Logan County Fairgrounds.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Frenchman RE-3 School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Merino for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

Consideration of the approval of a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated Effective July 14, 2025.

Consideration of the approval of Resolution 2025-15 describing a proposal for the extension of an existing one half of one percent (0.5%) County-wide Sales and Use Tax to be used for the sole purpose of constructing, repairing, equipping, operating, maintaining, improving or

remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and Event Structures, Central Services Building, Landfill Structures, Heritage Center, Road and Bridge Shop Facilities, or other County-owned facilities; setting the ballot title and ballot question; referring this proposal to an election to be held November 4, 2025; and setting forth other details in relation thereto.

Consideration of the approval of Resolution 2025-16 establishing expedited review policies for future affordable housing projects.

Consideration of the approval of an application for Secure Transportation Service License and Secure Transportation Vehicle Permit on behalf of Jason Wilson dba Colorado Secure Transport.

Consideration of the approval of Resolution 2025-17 approving the application of Bethany L. Marshall (a.k.a. Bethany L. James) to vacate Subdivision Exemption Plat No. 2016-27, recorded at Reception No. 730724, Book 1018, Page 897, of the records of the Logan County Clerk and Recorder.

Consideration of the approval of Resolution 2025-18 for Subdivision Exemption on behalf of Bethany L. Marshall (A.K.A. Bethany L. James) to create a 4.48-acre parcel from a 836.02-acre parcel in an Agriculture (A) Zone District in a tract of land located in the Northeast Quarter of the Southwest Quarter of Section 2, Township 9 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado.

Consideration of the approval of an Agreement for Professional Services between Logan County and Short Elliot Hendrickson, Inc. (SEH) authorizing SEH to complete bridge grant applications for the Off-System Bridge Program (BRO) on behalf of Logan County.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, September 16, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

August 19, 2025

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

Mike Brownell
James T. Yahn
Jim Santomaso

Chairman
Commissioner - Absent
Commissioner

Also present:

Alan Samber
Rachelle Stebakken
Marilee Johnson
Debbie Unrein
Mike Burri
Rick Cullip
Dave Conley
Rob Quint
Josilyn Lutze
Brad Anderson
Michelle Anderson
Callie Jones

Logan County Attorney
Logan County Deputy Clerk
Logan County Public Information Coordinator
Logan County Finance
Logan County Road and Bridge
Logan County Buildings and Grounds
Logan County Lodging Tax Board
Logan County Planning and Zoning
Logan County Emergency Management

Journal Advocate

Chairman Brownell called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions to the agenda. Hearing no revisions, Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 5, 2025 meeting.
- Acknowledge receipt of Clerk's Report for the month of July, 2025.
- Acknowledge receipt of the Treasurer's Report for the month of July, 2025.
- Acknowledge the receipt of the Sheriff's Fee Report for the month of July, 2025.
- Acknowledge the receipt of the Landfill Supervisor's Report for the month of July, 2025.

Commissioner Santomaso moved to approve the consent agenda. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell continued with New Business:

Commissioner Santomaso moved to approve the Logan County Lodging Tax Board Project for the 7th Annual Sterling Lions Club Shootout in the amount of \$1,200.00. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve the Logan County Lodging Tax Board Project for the Sugar Beet Days in the amount of \$3,000.00. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve the Logan County Lodging Tax Board Project for the Logan County Visitor Guide Booklets in the amount of \$5,341.00. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve the Logan County Lodging Tax Board Project for the Visitor Guide Distribution in the amount of \$1,280.43. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve a contract between Logan County and Martin Marietta Materials in order to furnish all materials, equipment and labor necessary and perform all of the work necessary for complete performance of the 2025 Full Depth Reclamation Project in accordance with the specifications attached as Exhibit A. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve Resolution 2025-14 and an application for Subdivision Exemption on behalf of RAS Farm, LLC to create a 8.34-acre parcel from a 249.00-acre parcel in an Agriculture (A) Zone District in a tract of land located in Section 9, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve an agreement between Logan County and Hooper Corp on behalf of Xcel Energy and issuance of Right of Way Permit Number 2025-8 for use of the County Right of Way under County Road 34 & 41 for R & R Poles, UG Primary, OH. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve authorization for Washington County Ambulance Service to provide ground ambulance service as necessary in connection with a motorcross event to be held in Logan County on August 30 and 31, 2025. Commissioner Brownell seconded, and the motion carried 2-0.

Other Business

Miscellaneous Business/Announcements

County Offices will be closed on Monday, September 1, 2025 in observance of Labor Day.

The next regular meeting will be scheduled for Tuesday, September 2, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:59 a.m.

Submitted by:

Rachelle Stebakken
Logan County Deputy Clerk

Approved: September 2, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

DR 8400 (02/16/24)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087
 (303) 205-2300

Submit to Local Licensing Authority

ATWOOD SINCLAIR
 PO BOX 2227
 La Jolla CA 92038

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	367.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$367. ⁵⁰

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check
 to Logan County
☒ Paid Online
 to State

Uploaded to MoveIt on Date

Licensee Name

ATWOOD PETROLEUM INC

Doing Business As Name (DBA)

ATWOOD SINCLAIR

Liquor License Number

04-02164

License Type

Fermented Malt Beverage and Wine(county)

Sales Tax License Number

96409231-003

Expiration Date

10/29/2025

Due Date

09/14/2025

Business Address

Street Address

4513 HIGHWAY 63

Phone Number

9705228208

City, State, ZIP Code

Atwood CO 80722

Mailing Address

Street Address

PO BOX 2227

City, State, ZIP Code

La Jolla CA 92038

Email

atwoodtruckstop@gmail.com

Operating Manager

Nancy Fogelman

Date of Birth

10/4/1968



E-MAILED

8/13/25

-SR

Home Address

Street Address		Phone Number
201 Platte Street		720-454-6741
City	State	ZIP Code
Sterling	Co	80751

1. Do you have legal possession of the premises at the street address? ☒ Yes ☐ No

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit? ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing? ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? ☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Luay Rafou

Title

Partner

Signature

[Signature]

Date (MM/DD/YY)

8/8/2025

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

Therefore this application is approved.

Local Licensing Authority For

[Signature]

Title

[Signature]

Signature

Attest

[Signature]

Date (MM/DD/YY)

[Signature]

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Luay Rafon

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Atwood Petroleum, Inc

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Atwood Petroleum, Inc

Social Security Number/Tax Identification Number

99-4612081

Home Phone Number

Business/Work Phone Number

970-522-8208

Street Address

4513 Hwy 63

City

Atwood

State

ZIP Code

CO

80722

Printed name of person signing on behalf of the Applicant/Licensee

Luay Rafon

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed



8/8/2025

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



REQUEST FOR BIDS

The Logan County Commissioners are requesting bids for the repair of the stadium roof at the Logan County Fairgrounds, Sterling, Colorado. This structure has sustained wind damage and is in need of repairs.

The original roof is a 4-PLY built up tar and gravel roof system, needing to be re-tarred and graveled. This would also include all preparation, materials, equipment, and labor to repair the existing roof.

The contractor would be responsible for set up, tear down, and disposal of the debris. All work must be completed by fall, 2025.

Contact Rick Cullip to see the project at (970) 520-9919.

Sealed bids must be marked "Stadium Roof Repair" and must be received by 5:00 p.m., August 25, 2025 at the office of the Logan County Commissioners, 315 Main Street, Sterling, CO 80751.

LOGAN COUNTY

AUG 19 2025

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 4, 2025

THIS AGREEMENT is made and entered into this 18 day of August 2025, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Peetz Plateau School District RE-5** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

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 4, 2025**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

Ballot Issue (TABOR) Ballot Questions X Candidates

2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official must 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 including but not limited to ballot certification, ballot proofing, tabor certification and tabor proofing 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 will 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. The term of this IGA will 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 26, 2025)**. [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 will consist of 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 will 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 will be divided into the total number of voter opportunities for the 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, mailing/shipping cost 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 (\$.63/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.

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

The 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 5, 2025, by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (if applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

Entity will 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 ballots 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, or \$25.00 whichever is greater. 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 the nominating petition, as to form, and where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, and verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF THE 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 house number and street/road addresses within the proposed District no later than **Tuesday, August 26, 2025.**

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 5, 2025**.

9. **ELECTION DAY ACTIVITIES:**

Entity will 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 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 22, 2025**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Friday, August 29, 2025**) 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 2, 2025 (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 10, 2025 (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 in # 20, below and claims arising out of the 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.

21. **INDEMNIFICATION:** To the extent allowed by law, Entity and County Clerk agrees to indemnify, defend and hold harmless the other from any and all loss, costs, demands, or actions arising out of or related to any actions, errors or omissions of either party and its responsibilities relating to the **November 4, 2025, Coordinated Election**. County Clerk retains all rights and protections granted by the Colorado Governmental Immunity Act. This Agreement will not be construed to create any rights or other benefits for any person who is not a party to this Agreement. Each entity will bear its own costs and expenses incurred, including reasonable attorneys and other necessary fees of response to such challenge.

22. **COUNTERPART EXECUTION:** This Agreement will be executed in counterparts, each of which is binding, valid and enforceable to the same extent as through all parties executed as the selfsame Agreement.

23. **VENUE:** This Agreement is binding upon the signatories, with any action necessary to construe, interpret, enforce, or otherwise deal with said Agreement to be brought and maintained in the District Court in and for said Logan County, Colorado.

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, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost 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.)

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

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 the costs **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 people registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

The 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.

Entities must certify the ballot content to the County Clerk **no later than Friday, September 5, 2025**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

The Entity will 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 5, 2025**.

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 bipartisan 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 or \$25.00 whichever is greater.

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 15, 2025 (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 people, 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 accommodation 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 about 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 counting. 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 (for example, 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 30 days 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- Title 32 Districts:**


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 tax-paying 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 5, 2025, 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

Peetz Plateau School District RE-5

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

Designated Election Official for the Entity:

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

INTERGOVERNMENTAL AGREEMENT
Coordinated Election
November 4, 2025

LOGAN COUNTY
AUG 19 2025
CLERK & REC

THIS AGREEMENT is made and entered into this 18th day of Aug., 2025, 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 4, 2025.

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 4, 2025**, as a **"Coordinated Election"** as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

<u>Ballot Issue (TABOR)</u>	<u>Ballot Questions</u>	<u>X</u> <u>Candidates</u>
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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 must 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 including but not limited to ballot certification, ballot proofing, tabo certification and tabo proofing 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 will 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. The term of this IGA will 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 26, 2025)**. [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 will consist of 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 will 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 will be divided into the total number of voter opportunities for the 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, mailing/shipping cost 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 (\$.63/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.

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

The 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 5, 2025, by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (if applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

Entity will 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 ballots 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, or \$25.00 whichever is greater. 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 the nominating petition, as to form, and where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, and verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF THE 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 house number and street/road addresses within the proposed District no later than **Tuesday, August 26, 2025.**

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 5, 2025**.

9. **ELECTION DAY ACTIVITIES:**

Entity will 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 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 22, 2025**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election **Friday, August 29, 2025** 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 2, 2025 (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 10, 2025 (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.

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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 in # 20, below and claims arising out of the 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.

21. **INDEMNIFICATION:** To the extent allowed by law, Entity and County Clerk agrees to indemnify, defend and hold harmless the other from any and all loss, costs, demands, or actions arising out of or related to any actions, errors or omissions of either party and its responsibilities relating to the **November 4, 2025, Coordinated Election**. County Clerk retains all rights and protections granted by the Colorado Governmental Immunity Act. This Agreement will not be construed to create any rights or other benefits for any person who is not a party to this Agreement. Each entity will bear its own costs and expenses incurred, including reasonable attorneys and other necessary fees of response to such challenge.

22. **COUNTERPART EXECUTION:** This Agreement will be executed in counterparts, each of which is binding, valid and enforceable to the same extent as through all parties executed as the selfsame Agreement.

23. **VENUE:** This Agreement is binding upon the signatories, with any action necessary to construe, interpret, enforce, or otherwise deal with said Agreement to be brought and maintained in the District Court in and for said Logan County, Colorado.

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, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost 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.)

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

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 the costs **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 people registered to vote within each Entity’s District.

2. **BALLOT PREPARATION:**

The 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.

Entities must certify the ballot content to the County Clerk **no later than Friday, September 5, 2025**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

The Entity will 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 5, 2025**.

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 bipartisan 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 or \$25.00 whichever is greater.

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 15, 2025** (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 people, 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 accommodation 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 about 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 counting. 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 (for example, 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 30 days 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, 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

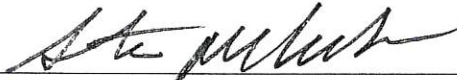
Attest:

Logan County Clerk and Recorder

By: _____
Chairman of the Board

(seal)

Frenchman RE-3 School District

By: 
Printed Name: Steven McCracken
Title: Superintendent

Designated Election Official for the Entity:
Amber Schliesser
Mailing Address: 506 W. Fremont Ave
Fleming, CO 80728
Phone: (970) 265 - 2111
Fax: (970) 265 - 2815
Email: SchliesserA@Flemingschools.org

LOGAN COUNTY

AUG 22 2025

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 4, 2025

THIS AGREEMENT is made and entered into this ____ day of ____, 2025, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **City of Sterling** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

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 4, 2025**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

X Ballot Issue (TABOR) X Ballot Questions X Candidates

2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official must 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 including but not limited to ballot certification, ballot proofing, tabo certification and tabo proofing 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 will 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. The term of this IGA will 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 26, 2025)**. **[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 will consist of 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 will 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 will be divided into the total number of voter opportunities for the 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, mailing/shipping cost 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 (\$.63/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.

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

The 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 5, 2025 by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (if applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

Entity will 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 ballots 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, or \$25.00 whichever is greater. 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 the nominating petition, as to form, and where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, and verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF THE 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 house number and street/road addresses within the proposed District no later than **Tuesday, August 26, 2025.**

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 5, 2025**.

9. **ELECTION DAY ACTIVITIES:**

Entity will 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 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 22, 2025**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election **Friday, August 29, 2025** 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 2, 2025 (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 10, 2025 (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 in # 20, below and claims arising out of the 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.

21. **INDEMNIFICATION:** To the extent allowed by law, Entity and County Clerk agrees to indemnify, defend and hold harmless the other from any and all loss, costs, demands, or actions arising out of or related to any actions, errors or omissions of either party and its responsibilities relating to the **November 4, 2025, Coordinated Election**. County Clerk retains all rights and protections granted by the Colorado Governmental Immunity Act. This Agreement will not be construed to create any rights or other benefits for any person who is not a party to this Agreement. Each entity will bear its own costs and expenses incurred, including reasonable attorneys and other necessary fees of response to such challenge.

22. **COUNTERPART EXECUTION:** This Agreement will be executed in counterparts, each of which is binding, valid and enforceable to the same extent as through all parties executed as the selfsame Agreement.

23. **VENUE:** This Agreement is binding upon the signatories, with any action necessary to construe, interpret, enforce, or otherwise deal with said Agreement to be brought and maintained in the District Court in and for said Logan County, Colorado.

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, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost 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.)

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

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 the costs **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 people registered to vote within each Entity’s District.

2. **BALLOT PREPARATION:**

The 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.

Entities must certify the ballot content to the County Clerk **no later than Friday, September 5, 2025**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

The Entity will 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 5, 2025**.

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 bipartisan 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 or \$25.00 whichever is greater.

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 15, 2025** (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 people, 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 accommodation 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 about 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 counting. 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 (for example, 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 30 days 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, 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

By: _____
Chairman of the Board

(seal)

City of Sterling

By: 
Printed Name: MATTHEW FOOS
Title: MAYOR

Designated Election Official for the Entity:

Deb Forbes
Mailing Address: PO Box 4000
Sterling CO 80751
Phone: (970) 522-9700
Fax: (970) 521-0632
Email: dforbes@sterlingco.co

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 4, 2025

LOGAN COUNTY

AUG 22 2025

CLERK & REC

THIS AGREEMENT is made and entered into this 18 day of ~~August~~ 2025, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Merino** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025.

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 4, 2025**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

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 must 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 including but not limited to ballot certification, ballot proofing, tabor certification and tabor proofing 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 will 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. The term of this IGA will 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 26, 2025)**. [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 will consist of 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 will 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 will be divided into the total number of voter opportunities for the 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, mailing/shipping cost 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 (\$.63/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.

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

The 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 5, 2025, by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

The Entity will submit the final certification in English and Spanish Text (if applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

Entity will 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 ballots 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, or \$25.00 whichever is greater. 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 the nominating petition, as to form, and where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, and verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF THE 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 house number and street/road addresses within the proposed District no later than **Tuesday, August 26, 2025.**

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 5, 2025**.

9. **ELECTION DAY ACTIVITIES:**

Entity will 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 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 22, 2025**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election **Friday, August 29, 2025** 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 2, 2025 (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 10, 2025 (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 in # 20, below and claims arising out of the 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.

21. **INDEMNIFICATION:** To the extent allowed by law, Entity and County Clerk agrees to indemnify, defend and hold harmless the other from any and all loss, costs, demands, or actions arising out of or related to any actions, errors or omissions of either party and its responsibilities relating to the **November 4, 2025, Coordinated Election**. County Clerk retains all rights and protections granted by the Colorado Governmental Immunity Act. This Agreement will not be construed to create any rights or other benefits for any person who is not a party to this Agreement. Each entity will bear its own costs and expenses incurred, including reasonable attorneys and other necessary fees of response to such challenge.

22. **COUNTERPART EXECUTION:** This Agreement will be executed in counterparts, each of which is binding, valid and enforceable to the same extent as through all parties executed as the selfsame Agreement.

23. **VENUE:** This Agreement is binding upon the signatories, with any action necessary to construe, interpret, enforce, or otherwise deal with said Agreement to be brought and maintained in the District Court in and for said Logan County, Colorado.

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, cost for publication of general information for the voting public, legal notices, temporary labor, mailing/shipping cost 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.)

If a state issue is on the ballot the cost to the entity will be based on the calculation formula in 1 (a) (b) minus the state reimbursement of 45% of actual cost.

All non-recouped overhead election costs will be absorbed by the county.

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 the costs **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 people registered to vote within each Entity’s District.

2. **BALLOT PREPARATION:**

The 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.

Entities must certify the ballot content to the County Clerk **no later than Friday, September 5, 2025**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

The Entity will 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 5, 2025**.

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 bipartisan 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 or \$25.00 whichever is greater.

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 15, 2025 (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 people, 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 accommodation 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 about 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 counting. 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 (for example, 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 30 days 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- Title 32 Districts:**

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 tax-paying 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 5, 2025, 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

By: _____
Chairman of the Board

(seal)

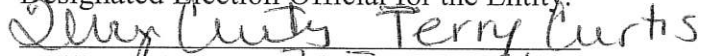
Town of Merino

By: 

Printed Name: Carol A Nye

Title: Mayor

Designated Election Official for the Entity:



Mailing Address: PO Box 211

Merino Co 80741

Phone: (970) 522-1636

Fax: () -

Email: merino clerk@gmail.com

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 14, 2025

Prior Participation Agreement Date: July 21, 2020

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association (“Association”) and the Association Member specified in this Participation Agreement (“Agreement”), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the “Plan”), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer’s participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant’s Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- ☐ ***All Employees.*** Every Employee of the Participating Employer.
- ☒ ***All Benefitted Positions.*** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- ☐ Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- ☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- ☒ Immediately as of:
 - ☐ The Eligible Employee’s Date of Hire.
 - ☒ The first day of the Eligible Employee’s first full payroll period.
- ☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- ☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

- ☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- ☒ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- ☒ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- ☐ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS.** The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Participating Employer will contribute 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- ☐ The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

- 3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS.** The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ The Participating Employer elects not to make Prior Service Benefit Contributions.
- ☐ The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Mandatory Participant Contribution will equal 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of _____% and a maximum of _____% of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- ☐ The Mandatory Participant Contribution will equal:
- _____% of Compensation based on _____ attained of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
 - _____% of Compensation based on _____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

- ☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*
- ☐ After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.** The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

- ☒ Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.
- ☐ The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.
- ☐ _____ [Name of 457(b) plan].

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.[†]

[Specify one option only.]

- ☐ **Immediate Vesting.** A Participant is 100% vested upon Plan participation.
- ☐ **Graded Vesting.** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- ☒ **Specified Vesting.** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):
- 1st Year of Service: 0 %
- 2nd Year of Service: 20 %
- 3rd Year of Service: 40 %
- 4th Year of Service: 60 %
- 5th Year of Service: 80 %
- 6th Year of Service: 100 %

[†] Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- ☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(f) SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ **Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 FORFEITURES ACCOUNT.

[Specify one option only.]

- ☐ Not Applicable. Participants are 100% vested in their Accounts.
- ☒ In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.
- ☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 LOANS TO ELIGIBLE BORROWERS.

[Specify one option only.]

- ☐ Participant loans are not allowed.
- ☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 DEFINITION OF COMPENSATION. For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- ☒ Bonuses.
- ☒ Overtime pay.
- ☒ Premiums for shift differential.
- ☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- ☐ Holiday pay.
- ☐ Vacation pay.
- ☐ Sick pay.

- ☐ Paid Time Off (PTO).
- ☒ All post-severance compensation.
- ☐ Other *[please specify]*: _____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20____.

Logan County
Participating Employer

By: _____

Title: _____



Dated this _____ day of _____, 20____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By: _____

Title: CRA Executive Director

13845387_v12

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN, STATE OF COLORADO

RESOLUTION NO. 2025 - 15

A RESOLUTION DESCRIBING A PROPOSAL FOR THE EXTENSION OF AN EXISTING ONE HALF OF ONE PERCENT (0.5%) COUNTY-WIDE SALES AND USE TAX TO BE USED FOR THE SOLE PURPOSE OF CONSTRUCTING, REPAIRING, EQUIPPING, OPERATING, MAINTAINING, IMPROVING OR REMODELING THE LOGAN COUNTY JUSTICE CENTER, COURTHOUSE AND ANNEX, FAIRGROUNDS STADIUM AND EVENT STRUCTURES, CENTRAL SERVICES BUILDING, LANDFILL STRUCTURES, HERITAGE CENTER, ROAD & BRIDGE SHOP FACILITIES, OR OTHER COUNTY-OWNED FACILITIES; SETTING THE BALLOT TITLE AND BALLOT QUESTION; REFERRING THIS PROPOSAL TO AN ELECTION TO BE HELD NOVEMBER 4, 2025; AND SETTING FORTH OTHER DETAILS IN RELATION THERETO.

WHEREAS, in the general election of November, 2018, the registered electors of Logan County approved the question of whether the countywide sales and use tax of one half of one percent (0.5%) originally used for the purchase of land and construction of the Justice Center (the "Justice Center Tax") should be extended to December 31, 2025 and used for constructing, repairing, equipping, operating, maintaining, improving or remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and event structures, Central Services Building, Landfill structures, Heritage Center, and Road & Bridge Shop facilities (the "Capital Improvements Tax"); and

WHEREAS, revenue generated by the Capital Improvements Tax has enabled Logan County to manage the significant expenses incurred for maintenance, repairs and utilities for the Justice Center as well as costs for maintenance and necessary repairs for all other county-owned structures, and has provided the resources for the County to be able to make significant improvements to event structures that are used and enjoyed by the community; and

WHEREAS, extension of the Capital Improvements Tax will provide, without increasing any tax rate, the means to continue offsetting budget shortfalls without increasing property taxes and spread the tax burden for constructing, maintaining and repairing all of the county-owned facilities to the users of the facilities who benefit from them; and

WHEREAS, no proposal for a county sales and use tax shall become effective until approved by a majority of the registered electors of the County voting on such proposal pursuant to C.R.S. § 29-2-104; and

WHEREAS, the Board has accordingly set the ballot title and ballot question for approval or rejection by the voters of a proposed extension of the existing Capital Improvements Tax of one half of one percent (0.5%), for a total county sales and use tax of one percent (1.0%).

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the following PROPOSAL for an extension of the existing county-wide Capital Improvements Tax is hereby referred to the registered electors of Logan County:

GENERAL PROVISIONS

1. **Purpose.** The purpose of this Article is to extend the countywide Capital Improvements sales tax of ONE HALF OF ONE PERCENT (0.5%) on the sale at retail of tangible personal property and the furnishing of certain services in the County, and to extend the countywide Capital Improvements use tax of ONE HALF OF ONE PERCENT (0.5%) for the privilege of using or consuming in the County any construction or building materials purchased at retail, and for the privilege of storing, using or consuming in the County any motor and other vehicles purchased at retail on which registration is required (together the "Capital Improvements Tax"), all in accordance with the provisions of Article 2, of Title 29, C.R.S. The existing countywide sales and use tax of one percent (1.0%) is to continue being used as previously approved for purposes of providing additional revenue to the County Road and Bridge Fund and the County General Fund (0.5%), and for the Sales and Use Tax Capital Improvements Fund (0.5%) for the construction, maintenance, repair, operation, improvement and equipment of county structures and facilities, as determined and prioritized by the Board of County Commissioners. The extended county-wide Capital Improvements Tax proposed by this Resolution, and all revenue received therefrom, shall continue to be deposited in the "Sales and Use Tax Capital Improvement Fund," specifically restricted to use for the costs of constructing, repairing, equipping, operating, maintaining, improving or remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and event structures, Central Services Building, Landfill structures, Heritage Center, and Road & Bridge Shop facilities, or for any other capital improvement purposes. The extended Capital Improvements Tax shall terminate on December 31, 2030, unless extended by further vote of the registered electors prior to December 31, 2030.
2. **Definitions.** For the purpose of this Resolution, the definition of words herein contained shall be as said words are defined in Sections 39-26-102 and 39-26-201, C.R.S., which definitions are incorporated herein.

SALES TAX

3. **Property and Services Taxed.** There is hereby levied and there shall be collected and paid a sales tax of ONE PERCENT (1.0%) on the sale at retail of tangible personal property and the furnishing of certain services, as provided in C.R.S. § 29-2-105(1)(d), on all taxable transactions in the County. The tangible personal property and services taxable pursuant to this Resolution shall be the same as the tangible personal property and services taxable pursuant to C.R.S. § 39-26-104, and shall be subject to the same exemptions as those specified in Part 7 of Article 26 of Title 39, C.R.S., except as provided in "**Exemptions**" in item 10., below.

4. **Sales Tax Rules and Regulations.** The sales tax imposed by this Resolution shall be in accordance with schedules and other applicable provisions set forth in the rules and regulations of the Department of Revenue of the State of Colorado (the "State"), and in accordance with any rules and regulations which may be enacted by separate resolution of the Board of County Commissioners of Logan County.
5. **Amounts Excluded from Sales Tax.** The amounts subject to the sales tax imposed by this Resolution shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made.
6. **Delivery Charges Included.** The gross receipts from sales shall include delivery charges when such charges are subject to the State Sales and Use Tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made.
7. **Exemption for Construction Materials Subject to Use Tax.** The sales tax imposed by this Resolution shall not apply to the sale of construction and building materials, as the term is used in C.R.S. § 29-2-109, if the purchaser of such materials presents to the retailer a building permit or other documentation acceptable to such local government evidencing that a local use tax has been paid or is required to be paid.
8. **Exemption for Transactions Previously Subject to Sales or Use Tax.** The sales tax imposed by this Resolution shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction was previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another statutory or home rule county equal to or in excess of that sought to be imposed by Logan County. A credit shall be granted against the sales tax imposed by Logan County with respect to such transaction equal in amount to the lawfully imposed local sales or use tax previously paid by the purchaser or user to the previous statutory or home rule county. The amount of the credit shall not exceed the sales tax imposed by Logan County.
9. **Nonresident Sales Tax Exemption.** All sales of tangible personal property on which a specific ownership tax has been paid or is payable shall be exempt from the subject sales tax when such sales meet both of the following conditions:
 - a. the purchaser is a nonresident of or has his principal place of business outside of the County; and
 - b. such tangible personal property is registered or required to be registered outside the limits of the County under the laws of the State of Colorado.
10. **Exemptions.** All sales of tangible personal property and services taxable pursuant to this Article shall be subject to the same sales tax exemptions as those specified in

Part 7 of Article 26 of Title 39, C.R.S., except as otherwise provided in C.R.S. § 29-2-105(1)(d). Pursuant to C.R.S. § 29-2-105(1)(d), the following shall be exempt from sales taxation under the provisions of this Resolution:

- a. All sales and purchases of farm equipment and farm equipment under lease or contract specified in C.R.S. § 39-26-716(4)(e) and (4)(f); and
 - b. Sales that benefit a Colorado school, as specified in C.R.S. § 39-26-725.
11. **Place of Sale; Delivery Charges.** For the purpose of this Resolution, all retail sales are sourced as specified in C.R.S. § 39-26-104(3).
12. **Sales Tax License.** Any person engaging in the business of selling tangible personal property at retail or furnishing certain services as herein specified, shall annually obtain and hold a State license as required by C.R.S. § 39-26-103. No separate county sales tax license shall be required.
13. **Vendor's Fee.** Logan County currently does not allow the withholding of a vendor's fee from sales taxes remitted, and no vendor's fee is authorized in this proposal. Any future vendor's fee may be determined and authorized only by separate action of the Board of County Commissioners of Logan County.
14. **Collection, Administration and Enforcement.** The collection, administration, and enforcement of the sales tax imposed by this Resolution shall be performed by the Executive Director in the same manner as the collection, administration and enforcement of the Colorado State sales tax. Except to the extent otherwise provided in Article 2 of Title 29, C.R.S., the provisions of Articles 21 and 26 of Title 39, and all rules and regulations promulgated by the Executive Director thereunder shall govern such collection, administration and enforcement. Pursuant to C.R.S. § 29-2-106(2), the County Clerk and Recorder shall, as soon as practicable after approval of the extended sales and use tax by a majority of the registered electors of the County voting thereon at the election of November 4, 2025, give notice of the adoption of this sales and use tax proposal to the Executive Director and request the Executive Director to administer, collect and distribute the sales tax imposed by this Resolution. The County Clerk and Recorder, at the time of giving such notice and making such request, shall provide the following documentation to the Executive Director:
 - a. A copy of this Resolution, certified by the County Clerk and Recorder; and
 - b. Affidavit of publication of this Resolution, as provided herein; and
 - c. An Abstract of Election Results, certified as to the approval of the sales tax by a majority of the registered qualified electors of the County voting thereon; and

- d. Such other documents as the Executive Director may request.

In the event the Executive Director fails or refuses to collect the sales tax imposed by this Resolution, the Board of County Commissioners shall be authorized to provide for the collection, administration and enforcement of such sales tax to the extent permitted by law, or to amend this Resolution to comply with the requirements of the State Department of Revenue.

15. **Confidentiality of Certain Sales Tax Information.** The County and its officers, agents and employees shall comply with the provisions of C.R.S. § 29-2-106(4)(c), and other applicable laws, rules and regulations of the State Department of Revenue. The appropriate officers of the County are hereby authorized and directed to enter into a memorandum of understanding with the Department of Revenue providing for control of confidential data.

USE TAX

16. **Property Taxed.** There is hereby levied and imposed, and there shall be collected and paid, a countywide use tax of ONE PERCENT (1.0%), only for the privilege of using or consuming in the County any construction and building materials purchased at retail on which registration is required, as provided in C.R.S. § 29-2-109. The amount subject to the use tax imposed by this Resolution shall be the retail purchase price of such construction of building material or motor or other vehicles, excluding the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.
17. **Definition.** For purposes of this Resolution, the term “construction and building materials” shall mean any tangible personal property which is used or consumed in the County, and which is intended to become part of, attached to, or a component of any building, structure, road, or appurtenance in the County. This definition is intended to cover new construction in the County and shall not include or be applied to additions or remodels to existing buildings, structures or roads.
18. **Use Tax Exemptions.** Pursuant to Sections 29-2-109(1) and 29-2-109(7), C.R.S., the use tax imposed by this Resolution shall not apply:
- a. To the storage, use or consumption of any tangible personal property the sale of which is subject to retail sales tax imposed by the County;
 - b. To the storage, use or consumption of any tangible personal property purchased for resale in the County, either in its original form or as an ingredient of a manufactured or compounded product, in the regular course of a business;
 - c. To the storage, use or consumption of tangible personal property brought into the County by a nonresident thereof for his own storage, use or consumption while temporarily within the County; however, this exemption does not apply to

the storage, use or consumption of tangible personal property brought into this State by a nonresident to be used in the conduct of a business in this State;

- d. To the storage, use or consumption of tangible personal property by the United States Government or the State of Colorado, or its institutions or political subdivisions, in their governmental capacities only, or by religious or charitable organizations in the conduct of their religious or charitable functions;
- e. To the storage, use or consumption of tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label, or the furnished shipping case thereof;
- f. To the storage, use or consumption of any article of tangible personal property the sale or use of which has already been subjected to a legally imposed sales or use tax of another statutory or home rule county equal to or in excess of that imposed thus;
- g. To the storage, use or consumption of tangible personal property and household effects acquired outside of the County and brought into it by a nonresident, acquiring residency;
- h. To the storage or use of a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the County and he purchased the vehicle outside of the County for use outside of the County and actually so used it for a substantial and primary purpose for which it was acquired and he registered, titled and licensed said motor vehicle outside of the County;
- i. To the storage, use or consumption of any construction and building materials and motor and other vehicles on which registration is required if a written contract for the purpose thereof was entered into prior to the effective date of such use tax;
- j. To the storage, use or consumption of any construction and building materials required or made necessary in the performance of any construction contract, bid, let, or entered into any time prior to the effective date of this Resolution;
- k. To the storage of construction and building materials; or
- l. To construction and building materials used for mechanical, electrical and driveway work not associated with the construction of a building or structure for which a building permit is required.

19. **Motor and Other Vehicle Use Tax Collection.** The use tax provided for by this Resolution shall be applicable to every motor and other vehicle purchased at retail on which registration is required by the laws of the State and no registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued for such vehicle by the State Department of Revenue or its authorized agents, until any tax due pursuant to this Resolution on the use, storage, or consumption thereof pursuant to this Resolution has been paid. Pursuant to C.R.S. §§ 29-2-106(3) and 39-26-208, the use tax imposed by this Resolution as to such motor and other vehicles shall be collected, administered and enforced by the County Clerk and Recorder, as the authorized agent of the State Department of Revenue. The proceeds of the use tax imposed by this Resolution as to such motor vehicles and other vehicles shall be paid to the County periodically in accordance with an agreement to be entered into by and between the County and the State Department of Revenue.
20. **Construction and Building Use Tax Collection.** The use tax imposed by this Resolution shall be applicable to construction and building materials purchased at retail, and no certificate of occupancy shall be issued until any tax due pursuant to this Resolution on the use or consumption of construction and building materials in the County has been paid. To the extent practicable, the collection and administration of the use tax imposed by this Resolution on construction and building materials shall be performed in substantially the same manner as the collection and administration of the State use tax imposed by Part 2 of Article 26 of Title 39, C.R.S., (excluding provisions relating to motor vehicles). Recipients of building materials shall make periodic returns and remittances as may be required by rules, regulations and procedures promulgated by the Board of County Commissioners hereunder, and shall maintain and preserve all records and receipts necessary to determine the amount of such use tax and shall make such records and receipts available for inspection by the officers and agents of the County. Pursuant to C.R.S. § 29-2-106(3)(a), as to such construction and building materials used or consumed within the unincorporated areas of the County, the use tax imposed by this Resolution shall be collected, administered and enforced by the County building official or such other officer of the County as may be delegated the responsibility of issuing building permits and certificates of occupancy; and as to such construction and building materials used or consumed within the incorporated areas of the County, the use tax imposed by this Resolution shall be collected, administered and enforced in accordance with an intergovernmental agreement entered into between the County and the municipality in which such construction and building materials are used or consumed, or, in the event that such intergovernmental agreement is not entered into, in accordance with such rules and procedures as may be prescribed by the Board of County Commissioners.
21. **Duration of Sales and Use Tax.** The extended Capital Improvements Tax shall terminate on December 31, 2030, unless further extended by a separate sales and use

tax proposal submitted to and approved by the registered electors prior to December 31, 2030. The pre-existing countywide sales and use tax of ONE HALF OF ONE PERCENT (0.5%) separately approved for the Logan County General Fund and Logan County Road & Bridge Fund shall remain in effect and continue thereafter independently.

BALLOT TITLE AND ELECTION

22. **Revenue and Spending Limits.** The revenue and spending limits of Article 10, Section 20, Colorado Constitution, and C.R.S. § 29-1-301, as amended, and any other law shall not apply to or limit said sales and use tax and revenue therefrom or expenditure thereof, and said revenue and expenditures, together with earnings on the investment of the proceeds of the tax or other revenue shall constitute a voter-approved revenue change, shall not be included in any revenue and spending limitation, and shall be collected and spent without limitation or condition for the purposes set forth in this Resolution, except as otherwise herein provided.
23. **Revenue Projection.** Based upon 2025 collections and projections, the Logan County budget and finance office has estimated the first full fiscal year proceeds from the extended ONE HALF OF ONE PERCENT (0.5%) Capital Improvements sales and use tax will be TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00).
24. **Ballot Title.** An election shall be held on Tuesday, November 4, 2025, at which there shall be submitted to the eligible electors of the County a question authorizing a tax extension, which question shall be in substantially the form set forth hereafter.

LOGAN COUNTY REFERRED BALLOT ISSUE # 1F - EXTENSION OF THE CAPITAL IMPROVEMENTS SALES AND USE TAX

WITH NO INCREASE IN ANY COUNTY TAX RATE, SHALL LOGAN COUNTY'S EXISTING ONE-HALF OF ONE PERCENT (0.5%) CAPITAL IMPROVEMENTS SALES AND USE TAX BE EXTENDED UNTIL DECEMBER 31, 2030 FOR THE CONTINUED PURPOSE OF PROVIDING REVENUE TO CONSTRUCT, REPAIR, EQUIP, OPERATE, MAINTAIN, IMPROVE, OR REMODEL THE LOGAN COUNTY JUSTICE CENTER, COURTHOUSE AND ANNEX, FAIRGROUNDS STADIUM AND EVENT STRUCTURES, CENTRAL SERVICES BUILDING, LANDFILL STRUCTURES, HERITAGE CENTER, ROAD AND BRIDGE SHOP FACILITIES, OR OTHER COUNTY-OWNED FACILITIES, AND SHALL THE REVENUES FROM SAID TAX AND ANY INTEREST EARNINGS THEREON CONTINUE TO CONSTITUTE A VOTER APPROVED REVENUE CHANGE FOR PURPOSES OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

25. **Coordinated Election.** The election shall be conducted as a coordinated election in Logan County in accordance with Articles 1 to 13 of Title 1, C.R.S. For the purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the ballot title and the ballot question for the issue set forth herein and the ballot title for such issue shall be the text of the question itself.
26. **Designated Election Official.** The Logan County Clerk and Recorder shall publish the text of this proposal as provided in C.R.S. § 29-2-104(5) and the Logan County Clerk and Recorder shall be the “designated election official” responsible for conducting said election, including the timely mailing of all notices required by law. Upon approval by a majority of the registered electors voting thereon at said election, the Logan County Clerk and Recorder shall notify the State Executive Director of the Department of Revenue in accordance with C.R.S. § 29-2-106(2).

MISCELLANEOUS PROVISIONS

27. **Effective Date.** On approval of the proposal described in this Resolution by the registered electors as herein provided, the extension of the Capital Improvements Tax of ONE HALF OF ONE PERCENT (0.5%) set forth in this Resolution shall become effective and in force immediately upon the certification of the election results of the November 4, 2025 general election by the Logan County Clerk and Recorder. As soon as practical after said approval, the Board of County Commissioners of Logan County shall require the Executive Director of the Department of Revenue of the State of Colorado to collect, administer and enforce this Resolution as herein provided and shall at the time of said request submit a true and complete certified copy of this Resolution and all necessary proceedings in connection herewith to the Executive Director of the Department of Revenue.
28. **Severability.** If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.
29. **Statutory References.** All statutory citations in this Resolution shall be construed to refer to such statutes as the same may have been heretofore amended, and as the same may hereafter be amended from time to time.
30. **Effective Date.** The proposal as described in this Resolution shall take effect immediately upon the approval of the electorate.

Adopted and Signed this 2nd day of September, 2025.

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

(Aye) (Nay)
Mike Brownell, Chairman

(Aye) (Nay)
James T. Yahn, Commissioner

(Aye)(Nay)
Jim C. Santomaso, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 2nd day of September, 2025.

County Clerk and Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LOGAN, STATE OF COLORADO

RESOLUTION NO. 2025 - 15

A RESOLUTION DESCRIBING A PROPOSAL FOR THE EXTENSION OF AN EXISTING ONE HALF OF ONE PERCENT (0.5%) COUNTY-WIDE SALES AND USE TAX TO BE USED FOR THE SOLE PURPOSE OF CONSTRUCTING, REPAIRING, EQUIPPING, OPERATING, MAINTAINING, IMPROVING OR REMODELING THE LOGAN COUNTY JUSTICE CENTER, COURTHOUSE AND ANNEX, FAIRGROUNDS STADIUM AND EVENT STRUCTURES, CENTRAL SERVICES BUILDING, LANDFILL STRUCTURES, HERITAGE CENTER, ROAD & BRIDGE SHOP FACILITIES, OR OTHER COUNTY-OWNED FACILITIES; SETTING THE BALLOT TITLE AND BALLOT QUESTION; REFERRING THIS PROPOSAL TO AN ELECTION TO BE HELD NOVEMBER 4, 2025; AND SETTING FORTH OTHER DETAILS IN RELATION THERETO.

WHEREAS, in the general election of November, 2018, the registered electors of Logan County approved the question of whether the countywide sales and use tax of one half of one percent (0.5%) originally used for the purchase of land and construction of the Justice Center (the "Justice Center Tax") should be extended to December 31, 2025 and used for constructing, repairing, equipping, operating, maintaining, improving or remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and event structures, Central Services Building, Landfill structures, Heritage Center, and Road & Bridge Shop facilities (the "Capital Improvements Tax"); and

WHEREAS, revenue generated by the Capital Improvements Tax has enabled Logan County to manage the significant expenses incurred for maintenance, repairs and utilities for the Justice Center as well as costs for maintenance and necessary repairs for all other county-owned structures, and has provided the resources for the County to be able to make significant improvements to event structures that are used and enjoyed by the community; and

WHEREAS, extension of the Capital Improvements Tax will provide, without increasing any tax rate, the means to continue offsetting budget shortfalls without increasing property taxes and spread the tax burden for constructing, maintaining and repairing all of the county-owned facilities to the users of the facilities who benefit from them; and

WHEREAS, no proposal for a county sales and use tax shall become effective until approved by a majority of the registered electors of the County voting on such proposal pursuant to C.R.S. § 29-2-104; and

WHEREAS, the Board has accordingly set the ballot title and ballot question for approval or rejection by the voters of a proposed extension of the existing Capital Improvements Tax of one half of one percent (0.5%), for a total county sales and use tax of one percent (1.0%).

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the following PROPOSAL for an extension of the existing county-wide Capital Improvements Tax is hereby referred to the registered electors of Logan County:

GENERAL PROVISIONS

1. **Purpose.** The purpose of this Article is to extend the countywide Capital Improvements sales tax of ONE HALF OF ONE PERCENT (0.5%) on the sale at retail of tangible personal property and the furnishing of certain services in the County, and to extend the countywide Capital Improvements use tax of ONE HALF OF ONE PERCENT (0.5%) for the privilege of using or consuming in the County any construction or building materials purchased at retail, and for the privilege of storing, using or consuming in the County any motor and other vehicles purchased at retail on which registration is required (together the “Capital Improvements Tax”), all in accordance with the provisions of Article 2, of Title 29, C.R.S. The existing countywide sales and use tax of one percent (1.0%) is to continue being used as previously approved for purposes of providing additional revenue to the County Road and Bridge Fund and the County General Fund (0.5%), and for the Sales and Use Tax Capital Improvements Fund (0.5%) for the construction, maintenance, repair, operation, improvement and equipment of county structures and facilities, as determined and prioritized by the Board of County Commissioners. The extended county-wide Capital Improvements Tax proposed by this Resolution, and all revenue received therefrom, shall continue to be deposited in the “Sales and Use Tax Capital Improvement Fund,” specifically restricted to use for the costs of constructing, repairing, equipping, operating, maintaining, improving or remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and event structures, Central Services Building, Landfill structures, Heritage Center, and Road & Bridge Shop facilities, or for any other capital improvement purposes. The extended Capital Improvements Tax shall terminate on December 31, 2030, unless extended by further vote of the registered electors prior to December 31, 2030.
2. **Definitions.** For the purpose of this Resolution, the definition of words herein contained shall be as said words are defined in Sections 39-26-102 and 39-26-201, C.R.S., which definitions are incorporated herein.

SALES TAX

3. **Property and Services Taxed.** There is hereby levied and there shall be collected and paid a sales tax of ONE PERCENT (1.0%) on the sale at retail of tangible personal property and the furnishing of certain services, as provided in C.R.S. § 29-2-105(1)(d), on all taxable transactions in the County. The tangible personal property and services taxable pursuant to this Resolution shall be the same as the tangible personal property and services taxable pursuant to C.R.S. § 39-26-104, and shall be subject to the same exemptions as those specified in Part 7 of Article 26 of Title 39, C.R.S., except as provided in “**Exemptions**” in item 10., below.

4. **Sales Tax Rules and Regulations.** The sales tax imposed by this Resolution shall be in accordance with schedules and other applicable provisions set forth in the rules and regulations of the Department of Revenue of the State of Colorado (the "State"), and in accordance with any rules and regulations which may be enacted by separate resolution of the Board of County Commissioners of Logan County.
5. **Amounts Excluded from Sales Tax.** The amounts subject to the sales tax imposed by this Resolution shall not include the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made.
6. **Delivery Charges Included.** The gross receipts from sales shall include delivery charges when such charges are subject to the State Sales and Use Tax imposed by Article 26 of Title 39, C.R.S., regardless of the place to which delivery is made.
7. **Exemption for Construction Materials Subject to Use Tax.** The sales tax imposed by this Resolution shall not apply to the sale of construction and building materials, as the term is used in C.R.S. § 29-2-109, if the purchaser of such materials presents to the retailer a building permit or other documentation acceptable to such local government evidencing that a local use tax has been paid or is required to be paid.
8. **Exemption for Transactions Previously Subject to Sales or Use Tax.** The sales tax imposed by this Resolution shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction was previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another statutory or home rule county equal to or in excess of that sought to be imposed by Logan County. A credit shall be granted against the sales tax imposed by Logan County with respect to such transaction equal in amount to the lawfully imposed local sales or use tax previously paid by the purchaser or user to the previous statutory or home rule county. The amount of the credit shall not exceed the sales tax imposed by Logan County.
9. **Nonresident Sales Tax Exemption.** All sales of tangible personal property on which a specific ownership tax has been paid or is payable shall be exempt from the subject sales tax when such sales meet both of the following conditions:
 - a. the purchaser is a nonresident of or has his principal place of business outside of the County; and
 - b. such tangible personal property is registered or required to be registered outside the limits of the County under the laws of the State of Colorado.
10. **Exemptions.** All sales of tangible personal property and services taxable pursuant to this Article shall be subject to the same sales tax exemptions as those specified in

Part 7 of Article 26 of Title 39, C.R.S., except as otherwise provided in C.R.S. § 29-2-105(1)(d). Pursuant to C.R.S. § 29-2-105(1)(d), the following shall be exempt from sales taxation under the provisions of this Resolution:

- a. All sales and purchases of farm equipment and farm equipment under lease or contract specified in C.R.S. § 39-26-716(4)(e) and (4)(f); and
 - b. Sales that benefit a Colorado school, as specified in C.R.S. § 39-26-725.
11. **Place of Sale; Delivery Charges.** For the purpose of this Resolution, all retail sales are sourced as specified in C.R.S. § 39-26-104(3).
12. **Sales Tax License.** Any person engaging in the business of selling tangible personal property at retail or furnishing certain services as herein specified, shall annually obtain and hold a State license as required by C.R.S. § 39-26-103. No separate county sales tax license shall be required.
13. **Vendor's Fee.** Logan County currently does not allow the withholding of a vendor's fee from sales taxes remitted, and no vendor's fee is authorized in this proposal. Any future vendor's fee may be determined and authorized only by separate action of the Board of County Commissioners of Logan County.
14. **Collection, Administration and Enforcement.** The collection, administration, and enforcement of the sales tax imposed by this Resolution shall be performed by the Executive Director in the same manner as the collection, administration and enforcement of the Colorado State sales tax. Except to the extent otherwise provided in Article 2 of Title 29, C.R.S., the provisions of Articles 21 and 26 of Title 39, and all rules and regulations promulgated by the Executive Director thereunder shall govern such collection, administration and enforcement. Pursuant to C.R.S. § 29-2-106(2), the County Clerk and Recorder shall, as soon as practicable after approval of the extended sales and use tax by a majority of the registered electors of the County voting thereon at the election of November 4, 2025, give notice of the adoption of this sales and use tax proposal to the Executive Director and request the Executive Director to administer, collect and distribute the sales tax imposed by this Resolution. The County Clerk and Recorder, at the time of giving such notice and making such request, shall provide the following documentation to the Executive Director:
 - a. A copy of this Resolution, certified by the County Clerk and Recorder; and
 - b. Affidavit of publication of this Resolution, as provided herein; and
 - c. An Abstract of Election Results, certified as to the approval of the sales tax by a majority of the registered qualified electors of the County voting thereon; and

- d. Such other documents as the Executive Director may request.

In the event the Executive Director fails or refuses to collect the sales tax imposed by this Resolution, the Board of County Commissioners shall be authorized to provide for the collection, administration and enforcement of such sales tax to the extent permitted by law, or to amend this Resolution to comply with the requirements of the State Department of Revenue.

15. **Confidentiality of Certain Sales Tax Information.** The County and its officers, agents and employees shall comply with the provisions of C.R.S. § 29-2-106(4)(c), and other applicable laws, rules and regulations of the State Department of Revenue. The appropriate officers of the County are hereby authorized and directed to enter into a memorandum of understanding with the Department of Revenue providing for control of confidential data.

USE TAX

16. **Property Taxed.** There is hereby levied and imposed, and there shall be collected and paid, a countywide use tax of ONE PERCENT (1.0%), only for the privilege of using or consuming in the County any construction and building materials purchased at retail on which registration is required, as provided in C.R.S. § 29-2-109. The amount subject to the use tax imposed by this Resolution shall be the retail purchase price of such construction of building material or motor or other vehicles, excluding the amount of any sales or use tax imposed by Article 26 of Title 39, C.R.S.
17. **Definition.** For purposes of this Resolution, the term “construction and building materials” shall mean any tangible personal property which is used or consumed in the County, and which is intended to become part of, attached to, or a component of any building, structure, road, or appurtenance in the County. This definition is intended to cover new construction in the County and shall not include or be applied to additions or remodels to existing buildings, structures or roads.
18. **Use Tax Exemptions.** Pursuant to Sections 29-2-109(1) and 29-2-109(7), C.R.S., the use tax imposed by this Resolution shall not apply:
- a. To the storage, use or consumption of any tangible personal property the sale of which is subject to retail sales tax imposed by the County;
 - b. To the storage, use or consumption of any tangible personal property purchased for resale in the County, either in its original form or as an ingredient of a manufactured or compounded product, in the regular course of a business;
 - c. To the storage, use or consumption of tangible personal property brought into the County by a nonresident thereof for his own storage, use or consumption while temporarily with the County; however, this exemption does not apply to

the storage, use or consumption of tangible personal property brought into this State by a nonresident to be used in the conduct of a business in this State;

- d. To the storage, use or consumption of tangible personal property by the United States Government or the State of Colorado, or its institutions or political subdivisions, in their governmental capacities only, or by religious or charitable organizations in the conduct of their religious or charitable functions;
- e. To the storage, use or consumption of tangible personal property by a person engaged in the business of manufacturing or compounding for sale, profit or use any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label, or the furnished shipping case thereof;
- f. To the storage, use or consumption of any article of tangible personal property the sale or use of which has already been subjected to a legally imposed sales or use tax of another statutory or home rule county equal to or in excess of that imposed thus;
- g. To the storage, use or consumption of tangible personal property and household effects acquired outside of the County and brought into it by a nonresident, acquiring residency;
- h. To the storage or use of a motor vehicle if the owner is or was, at the time of purchase, a nonresident of the County and he purchased the vehicle outside of the County for use outside of the County and actually so used it for a substantial and primary purpose for which it was acquired and he registered, titled and licensed said motor vehicle outside of the County;
- i. To the storage, use or consumption of any construction and building materials and motor and other vehicles on which registration is required if a written contract for the purpose thereof was entered into prior to the effective date of such use tax;
- j. To the storage, use or consumption of any construction and building materials required or made necessary in the performance of any construction contract, bid, let, or entered into any time prior to the effective date of this Resolution;
- k. To the storage of construction and building materials; or
- l. To construction and building materials used for mechanical, electrical and driveway work not associated with the construction of a building or structure for which a building permit is required.

19. **Motor and Other Vehicle Use Tax Collection.** The use tax provided for by this Resolution shall be applicable to every motor and other vehicle purchased at retail on which registration is required by the laws of the State and no registration shall be made of any motor or other vehicle for which registration is required, and no certificate of title shall be issued for such vehicle by the State Department of Revenue or its authorized agents, until any tax due pursuant to this Resolution on the use, storage, or consumption thereof pursuant to this Resolution has been paid. Pursuant to C.R.S. §§ 29-2-106(3) and 39-26-208, the use tax imposed by this Resolution as to such motor and other vehicles shall be collected, administered and enforced by the County Clerk and Recorder, as the authorized agent of the State Department of Revenue. The proceeds of the use tax imposed by this Resolution as to such motor vehicles and other vehicles shall be paid to the County periodically in accordance with an agreement to be entered into by and between the County and the State Department of Revenue.
20. **Construction and Building Use Tax Collection.** The use tax imposed by this Resolution shall be applicable to construction and building materials purchased at retail, and no certificate of occupancy shall be issued until any tax due pursuant to this Resolution on the use or consumption of construction and building materials in the County has been paid. To the extent practicable, the collection and administration of the use tax imposed by this Resolution on construction and building materials shall be performed in substantially the same manner as the collection and administration of the State use tax imposed by Part 2 of Article 26 of Title 39, C.R.S., (excluding provisions relating to motor vehicles). Recipients of building materials shall make periodic returns and remittances as may be required by rules, regulations and procedures promulgated by the Board of County Commissioners hereunder, and shall maintain and preserve all records and receipts necessary to determine the amount of such use tax and shall make such records and receipts available for inspection by the officers and agents of the County. Pursuant to C.R.S. § 29-2-106(3)(a), as to such construction and building materials used or consumed within the unincorporated areas of the County, the use tax imposed by this Resolution shall be collected, administered and enforced by the County building official or such other officer of the County as may be delegated the responsibility of issuing building permits and certificates of occupancy; and as to such construction and building materials used or consumed within the incorporated areas of the County, the use tax imposed by this Resolution shall be collected, administered and enforced in accordance with an intergovernmental agreement entered into between the County and the municipality in which such construction and building materials are used or consumed, or, in the event that such intergovernmental agreement is not entered into, in accordance with such rules and procedures as may be prescribed by the Board of County Commissioners.
21. **Duration of Sales and Use Tax.** The extended Capital Improvements Tax shall terminate on December 31, 2030, unless further extended by a separate sales and use

tax proposal submitted to and approved by the registered electors prior to December 31, 2030. The pre-existing countywide sales and use tax of ONE HALF OF ONE PERCENT (0.5%) separately approved for the Logan County General Fund and Logan County Road & Bridge Fund shall remain in effect and continue thereafter independently.

BALLOT TITLE AND ELECTION

22. **Revenue and Spending Limits.** The revenue and spending limits of Article 10, Section 20, Colorado Constitution, and C.R.S. § 29-1-301, as amended, and any other law shall not apply to or limit said sales and use tax and revenue therefrom or expenditure thereof, and said revenue and expenditures, together with earnings on the investment of the proceeds of the tax or other revenue shall constitute a voter-approved revenue change, shall not be included in any revenue and spending limitation, and shall be collected and spent without limitation or condition for the purposes set forth in this Resolution, except as otherwise herein provided.
23. **Revenue Projection.** Based upon 2025 collections and projections, the Logan County budget and finance office has estimated the first full fiscal year proceeds from the extended ONE HALF OF ONE PERCENT (0.5%) Capital Improvements sales and use tax will be TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00).
24. **Ballot Title.** An election shall be held on Tuesday, November 4, 2025, at which there shall be submitted to the eligible electors of the County a question authorizing a tax extension, which question shall be in substantially the form set forth hereafter.

LOGAN COUNTY REFERRED BALLOT ISSUE # 1F - EXTENSION OF THE CAPITAL IMPROVEMENTS SALES AND USE TAX

WITH NO INCREASE IN ANY COUNTY TAX RATE, SHALL LOGAN COUNTY'S EXISTING ONE-HALF OF ONE PERCENT (0.5%) CAPITAL IMPROVEMENTS SALES AND USE TAX BE EXTENDED UNTIL DECEMBER 31, 2030 FOR THE CONTINUED PURPOSE OF PROVIDING REVENUE TO CONSTRUCT, REPAIR, EQUIP, OPERATE, MAINTAIN, IMPROVE, OR REMODEL THE LOGAN COUNTY JUSTICE CENTER, COURTHOUSE AND ANNEX, FAIRGROUNDS STADIUM AND EVENT STRUCTURES, CENTRAL SERVICES BUILDING, LANDFILL STRUCTURES, HERITAGE CENTER, ROAD AND BRIDGE SHOP FACILITIES, OR OTHER COUNTY-OWNED FACILITIES, AND SHALL THE REVENUES FROM SAID TAX AND ANY INTEREST EARNINGS THEREON CONTINUE TO CONSTITUTE A VOTER APPROVED REVENUE CHANGE FOR PURPOSES OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION?

_____ YES/FOR _____ NO/AGAINST

25. **Coordinated Election.** The election shall be conducted as a coordinated election in Logan County in accordance with Articles 1 to 13 of Title 1, C.R.S. For the purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the ballot title and the ballot question for the issue set forth herein and the ballot title for such issue shall be the text of the question itself.
26. **Designated Election Official.** The Logan County Clerk and Recorder shall publish the text of this proposal as provided in C.R.S. § 29-2-104(5) and the Logan County Clerk and Recorder shall be the “designated election official” responsible for conducting said election, including the timely mailing of all notices required by law. Upon approval by a majority of the registered electors voting thereon at said election, the Logan County Clerk and Recorder shall notify the State Executive Director of the Department of Revenue in accordance with C.R.S. § 29-2-106(2).

MISCELLANEOUS PROVISIONS

27. **Effective Date.** On approval of the proposal described in this Resolution by the registered electors as herein provided, the extension of the Capital Improvements Tax of ONE HALF OF ONE PERCENT (0.5%) set forth in this Resolution shall become effective and in force immediately upon the certification of the election results of the November 4, 2025 general election by the Logan County Clerk and Recorder. As soon as practical after said approval, the Board of County Commissioners of Logan County shall require the Executive Director of the Department of Revenue of the State of Colorado to collect, administer and enforce this Resolution as herein provided and shall at the time of said request submit a true and complete certified copy of this Resolution and all necessary proceedings in connection herewith to the Executive Director of the Department of Revenue.
28. **Severability.** If any provision of this Resolution or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.
29. **Statutory References.** All statutory citations in this Resolution shall be construed to refer to such statutes as the same may have been heretofore amended, and as the same may hereafter be amended from time to time.
30. **Effective Date.** The proposal as described in this Resolution shall take effect immediately upon the approval of the electorate.

Adopted and Signed this 2nd day of September, 2025.

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

(Aye) (Nay)
Mike Brownell, Chairman

(Aye) (Nay)
James T. Yahn, Commissioner

(Aye)(Nay)
Jim C. Santomaso, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 2nd day of September, 2025.

County Clerk and Recorder

RESOLUTION
NO. 2025 - 16

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, ESTABLISHING EXPEDITED REVIEW POLICIES FOR FUTURE AFFORDABLE HOUSING PROJECTS.

WHEREAS, Colorado voters approved Proposition 123 in 2022, which created the State Affordable Housing Fund to make certain funds available to local governments for affordable housing projects as defined by C.R.S. §29-32-104; and

WHEREAS, Logan County, Colorado is a statutory county duly and regularly organized and validly existing as a body corporate and politic under the laws of Colorado and, as such, is eligible for Proposition 123 affordable housing funding and programming; and

WHEREAS, Logan County has established a baseline and commitment to increase affordable housing as defined in Proposition 123, and recognizes the importance of allowing affordable and attainable housing to be developed for its workforce and residents; and

WHEREAS, Logan County's current process for reviewing proposed affordable housing projects meets the 90-day requirement for expedited review of complete applications for development permits for individual projects, as specified in C.R.S. §29-32-105(2); and

WHEREAS, Logan County recognizes that an affordable housing development project which has at least 50% of the units affordable, as defined by C.R.S. §§29-32-101 and 29-32-105(2) would be eligible for expedited review; and

WHEREAS, Logan County acknowledges that the following applications may apply to an affordable housing project and require expedited review: Site Plan, Development Agreement, Planned Unit Development, Conditional or Special Use Permit, Building Permit, and variances; and

WHEREAS, Logan County understands the allowable extensions of time in the expedited review process that are allowed by C.R.S. §29-32-105(2), as well as the developer's right to opt out of expedited review.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County that a formal policy is hereby established providing that any complete application received by the County Planning and Zoning Department for an affordable housing project will be submitted for expedited review by the Planning and Zoning Department, Planning Commission, Board of Adjustment (if applicable), and Board of County Commissioners to ensure that a decision on the approval of the project will always be rendered within time constraint established in C.R.S. §29-32-105(2).

Done and Signed this 2nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS OF
LOGAN COUNTY, COLORADO

_____(Aye)(Nay)
Mike Brownell, Chairman

_____(Aye)(Nay)
James T. Yahn

_____(Aye)(Nay)
Jim C. Santomaso

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 2nd day of September, 2025.

County Clerk and Recorder



Instructions for Application for Secure Transportation Service License

1. Enter the name under which the Secure Transportation Service will be licensed. 2. Check the type of license requested for this Secure Transportation Service. Only check one. 3. Complete the information for the person applying for the license.
4. Complete the information for the person who will be in charge of the Secure Transportation Service.
5. Complete the information about owner(s) or governing board for the Secure Transportation Service.
 - Provide the contact information for the owner of the Secure Transportation Service. If the owner of a Secure Transportation Service is a partnership, provide the contact information for each partner. Attach additional sheets if needed.
 - If the owner of a secured transportation service is a corporation, provide the contact information for each director of the corporation and each stockholder owning ten percent (10%) or more the outstanding stock. Attach additional sheets if needed.
 - If the owner of a Secure Transportation Service is a government, provide the contact information for each member of the governing board. Attach additional sheets if needed.
6. Describe the area to be served by the Secure Transportation Service. A map may be substituted if it shows sufficient detail to clearly identify the service area boundaries.
7. List the location(s) of the Secure Transportation Service headquarters, substation(s), office(s), secure transportation post(s) or other locations from which it is intended to operate the Secure Transportation Service.

Attachments required for all applications:

- A secure transportation vehicle permit application, including the certificates of mechanical inspection and secure transportation equipment inspection, for each secure transportation vehicle to be used in the county.
 - Certificate of occupancy or other documentation that the applicant's premises were found to be in compliance with applicable local requirements.
 - Certificates of insurance.
 - A copy of Client's Rights and a copy of Client's Rights Policies and Procedures.
- Payment of Secure Transportation Service license fee and vehicle inspection fee.

Application for Secure Transportation Service License

1. Name of Secure Transportation Service: Colorado Secure Transport

2. Type of License (check one):

Class A (may use restraints)

☒ Class B (no restraints)

3. Contact Information for the person applying for the license:

Name: Jason Wilson

Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo CO 81003

Telephone: (719) 821-5889 (business)

(719) 821-5889 (mobile)

Email Address: coloradosecuretransportation@gmail.com

4. Contact Information for the Manager of the Secure Transportation Service:

Name: Jason Wilson

Physical Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo CO 81003

Mailing Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo CO 81003

Telephone: (719) 821-5889(business)

(719) 821-5889(mobile) Email Address:

coloradosecuretransportation@gmail.com

Manager's qualifications (list education, knowledge and experience, or attach a resume clearly listing qualifying education, knowledge and experience):

Please see attached Resume. Jason Wilson is a National Board Certified Counselor;

with a Master's in School Counseling and an LPCC Designation; he is DBT Certified;

CAMS & ASSIST Certified; CPI Certified; and has 8+ Years in Mental Health Services.

5. Contact information for owners, partners or directors (attach additional sheets if needed):

Owner Partner Stockholder Director Name: Jason Wilson

Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo, CO 81003

Telephone: (720) 673-2862 (business)

(720) 673-2862 (mobile)

Email Address: coloradosecuretransportation@gmail.com

Owner

Partner Stockholder Director

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

_____ (business)

_____ (mobile)

Email Address: _____

Owner

Partner Stockholder Director

Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____

_____ (business)

_____ (mobile)

Email Address: _____

Owner

Partner Stockholder Director

Name: _____

Address:

City/State/Zip:

Telephone:

_____ (business)

_____ (mobile)

Email Address: _____

Owner

Partner Stockholder Director

Name: _____

Address:

City/State/Zip:

Telephone:

_____ (business)

_____ (mobile)

Email Address: _____

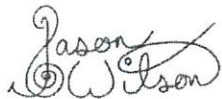
6. Area to be served by the Secure Transportation Service (if described on map, write "See attached map"):

All of Logan County

_____ 7. Location(s) from which it is intended to operate the Secure Transportation Service:

All of Logan County

Submitted by:



Signature:

:Printed Name: Jason Wilson Date:

_____ 7/21/25 _____

Instructions for Application for Secure Transportation Vehicle Permit

1. Enter the name under which the secure transportation service will be licensed. 2. Check the type of permit requested for this vehicle. Only check one.

3. Complete the contact information for the registered owner of the secure transportation vehicle.

4. Complete the contact information for the person applying for the permit.

5. Complete the information for the secure transportation vehicle.

VIN is the vehicle identification number assigned by the manufacturer. Generally, it can be found on the number plate visible through the lower corner of the windshield on the driver side.

Briefly describe the secure transportation vehicle color scheme. Examples: black, white over silver with blue beltline stripe, red with gold lettering.

Describe any other significant distinguishing characteristics. For example: yellow sunburst logo, green and blue logo showing mountain lake scene.

Attachments required for all applications:

- Proof of motor vehicle insurance.
- Certificate of mechanical inspection.

Application for Secure Transportation Vehicle Permit

Name of Secure Transportation Service: Colorado Secure Transportation

Type of Permit (check one):

☒ Type 1 (Partitioned)

Type 2 (Non-Partitioned)

Contact Information for Secure Transportation Vehicle Owner:

Name: Colorado Secure Transportation

Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo, CO 81003

Telephone: (720) 673-2862 (business)

(720) 673-2862 (mobile)

Email Address: coloradosecuretransportation@gmail.com

Contact Information for the Person Applying for the Secure Transportation Vehicle Permit:

Name: Jason Wilson

Physical Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo, CO

Mailing Address: 301 N. Main, Suite 107

City/State/Zip: Pueblo, CO 81003

Telephone: (720) 673-2862(business)

(720) 673-2862(mobile)

Email Address: coloradosecuretransportation@gmail.com

Secure Transportation Vehicle Information:

Chassis year: 2014

Make: Ford

Model: Explorer

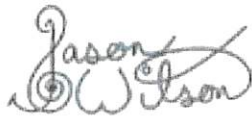
VIN: 1FM5K8AR4EGA09287-G17

Colorado License Plate Number: BPH-G17

Date in Service: 01/10/2024

Color: White

Other Distinguishing Characteristics: has partition due to being a retired law enforcement vehicle.
Submitted by: Jason Wilson

A handwritten signature in cursive script that reads "Jason Wilson". The signature is written in dark ink and is positioned above the printed name.

Signature:

Printed Name: Jason Wilson

Date: 7/21/25

Attachments Required for All Applications:

- Proof of motor vehicle insurance
- Certificate of Mechanical Inspection

See CV & Full Credential Attachments

COLORADO VEHICLE REGISTRATION				Pueblo	L011832862-4	
Vehicle Type		Vehicle Id		Plate	Tab	Expire
Passenger		1FM5K8AR4EGA09287		BPHG17	0036364221	04/30/2025
Year	Make	Model		Fuel Type		Body Style
2014	FORD	EXPLORER		Gas		UP
Color	Empty Weight		GVW	GVWR	GVW HIGH	Bus Type
WHITE	4731					
Title Number		011167922				
Purchase Date	Fleet Number	Unit Number	HVUT	Carrier	Miles	Emission Expire
3/27/2024						EXEMPT
Registered Owner/Address					Dual Registration Type	
COLORADO SECURE TRANSPORTATION LLC						
301 N MAIN ST STE 107						
PUEBLO CO 81003-3298					Dual Id	Dual Expire

Pueblo - Pueblo

02-Apr-2024





Secure Transportation Certification of Motor Vehicle Mechanical Evaluation

Owner: Colorado Secure Transportation

Year/Make/Model: 2014 Ford Explorer Interceptor

VIN: 1FM5K8AR4EGA09287

Mileage: 151,079

MECHANICAL EVALUATION CHECK LIST

SYSTEM	ACCEPTABLE	NOT ACCEPTABLE	COMMENTS
Wheels, tires and brake systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steering, alignment and suspension system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Climate control and ventilation systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Lighting and electrical system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Exhaust system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Fuel system	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Glass, body, and sheet metal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

As a qualified motor vehicle mechanic, I have evaluated the mechanical condition of the described vehicle and have determined that the vehicle is in safe operating condition as of this date. This evaluation does not guarantee future status of the vehicle operating condition due to conditions beyond my control.

4 Corner MVI
Company Shop or Agency Name

Birhanu Berhe
Mechanic name (print or type)

15551 E 6th Ave Aurora
Address
CO 80011

[Signature]
Mechanic Signature

05-08-2015
Date

Secure Transportation Inspection Checklist

Name of Secure Transportation Service: Colorado Secure Transportation		
Type of Permit (Check One):	<input type="checkbox"/> Type 1 (Partitioned)	<input checked="" type="checkbox"/> Type 2 (Non-Partitioned)
Date and Location of Inspection: 5225 E Colfax Ave, Denver, CO 80220 1230 hours		
<u>Secure Transportation Vehicle Information</u>		
Chassis Year: 2017	Make: Ford	Model: Explorer
Unit #: 1	VIN: 1FM5K8AR2HGC07299	Odometer: 97342
License Plate #: 6519563 Colorado Temp		License Expiration Date: 9/27/2024
Insurance Service: Equity Insurance		Policy #: TKT-GL-PAR-2024-00024 Expiration Date: 1/10/2025
Sticker #: N/A		Previous Sticker #: N/A

Requirements For All Secure Transportation Vehicles

Mechanical Systems	
<input checked="" type="checkbox"/> Vehicle Starts	<input checked="" type="checkbox"/> Running Lights: <input checked="" type="checkbox"/> Headlights <input checked="" type="checkbox"/> Taillights <input checked="" type="checkbox"/> Brake Lights
<input checked="" type="checkbox"/> Wipers in Working Condition	<input checked="" type="checkbox"/> Spare Tire, will use: <input type="checkbox"/> Fleet <input checked="" type="checkbox"/> Roadside Service
<input checked="" type="checkbox"/> Certification of Compliance with Federal Motor Vehicle Safety Standards	<input checked="" type="checkbox"/> Operating temperature control and ventilation system
<input checked="" type="checkbox"/> Seat belt for each seating position	<input checked="" type="checkbox"/> Four door body configuration
Safety	
<input checked="" type="checkbox"/> Communications: <input checked="" type="checkbox"/> Cell Phone <input type="checkbox"/> 2-Way Radio	<input checked="" type="checkbox"/> Dispatched by: Colorado Secure Transportation
<input checked="" type="checkbox"/> Child safety door locks for passenger compartment	<input checked="" type="checkbox"/> Window safety interlock for passenger compartment
<input checked="" type="checkbox"/> Working Global Positioning System tracking	<input checked="" type="checkbox"/> Ligation risk reduction measures
<input checked="" type="checkbox"/> Manufacturer's supplemental inflatable restraints operational	<input checked="" type="checkbox"/> Child safety seat in appropriate sizes for client population (if applicable)
<input checked="" type="checkbox"/> Secure area clear of any item that may be used to inflict harm	<input checked="" type="checkbox"/> Mirror or video camera to visually observe and monitor client
<input checked="" type="checkbox"/> Basic First Aid Kit	<input checked="" type="checkbox"/> Biohazard Bags
<input checked="" type="checkbox"/> Interior Fire Extinguisher (ABC 5-10lbs) Due Date:	<input checked="" type="checkbox"/> Map of Service Area
<input checked="" type="checkbox"/> Working Flashlights for each staff member	<input checked="" type="checkbox"/> Safety reflective vests

All equipment and supplies on the vehicle are properly secured, maintained, and stored in accordance with manufacturer recommendations.

Additional Requirements for Type 1 Secure Transportation Vehicles

<input type="checkbox"/> Permanent safety partition between driver and passenger compartments
<input type="checkbox"/> Safety partition between passenger compartment and cargo area (if applicable)
<input type="checkbox"/> Automated external defibrillator

(cont)

<input type="checkbox"/> Soft restraints
<input type="checkbox"/> Device to prevent spitting or biting that does not restrict airway or breathing ability, and does not pose a ligature risk

Additional Comments:	Vehicle is partitioned, however no restraints will be used and will NOT be classified as a Type 1 partitioned vehicle. This is used for normal seat belted passengers only. Passenger rear seat belt latch inoperable, mechanic is on site during inspection and will replace immediately.
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<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Not Approved / Re-Inspection
Inspection Expires: 7/29/2024	Date of Reinspection: 7/29/2024

Secure Transportation Representative Name Printed name here	Inspector Name Printed name here
Secure Transportation Representative Signature Digital/Physical Signature Here trezer gobena	Inspector Signature Digital/Physical Signature Here Andrew Higgins, Paramaverick, LLC
Date: 7/29/2024	Date: 7/29/2024



COLOSEC-01

JESSEB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Equity Insurance Group 1017 S. Gaylord St., Ste. B7 Denver, CO 80209		CONTACT NAME: PHONE (A/C, No, Ext): (303) 495-3990 FAX (A/C, No): (303) 317-3495 E-MAIL ADDRESS:		
INSURED Colorado Secure Transportation LLC 301 N Main St Ste 107 Pueblo, CO 81003-3298		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Kinsale Insurance Company		38920
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			0100377218-0	6/12/2025	6/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

COI - Print Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER ExQuizit Insurance Services 2720 E. Allegheny Ave Fl-1 Philadelphia PA 19134		CONTACT NAME: PHONE A/C No. Ext): 215-600-1230 FAX A/C No): E-MAIL ADDRESS: info@eisgroups.com	
INSURED Colorado Secure Transportation LLC 301 N Main St Ste 107 Pueblo CO 81003		INSURER(S) AFFORDING COVERAGE INSURER A: KnightBrook Insurance Company 13722 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y		KBAG0000882	01/09/2025	01/09/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(1) 2014 Ford Explorer 1FM5K8AR4EGA09287 (2) 2017 Ford Explorer 1FM5K8AR9HGC07366 (3) 2015 Ford Explorer 1FM5K8AR9FGC67029
(4) 2017 Ford Explorer 1FM5K8AR8HGA89651 (5) 2017 Ford Explorer 1FM5K8AR9HGC07366

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---------------------------	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Raphael Chaman
The Ahbe Group	PHONE (A/C, No, Ext): (720) 690-5751
7167 S Alton Way	FAX (A/C, No): (866) 234-0742
	E-MAIL ADDRESS: stateinsbroker@gmail.com
Centennial CO 80112	INSURER(S) AFFORDING COVERAGE
	INSURER A: Pinnacol
INSURED	INSURER B:
Colorado Secure Transportation LLC	INSURER C:
301 N Main Ste 107	INSURER D:
Pueblo CO 81003	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL2561792575

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	4259109	06/18/2025	06/01/2026	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Days notice of cancellation is required.
Certificate Holder is additional Insured

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION

NO. 2025-17

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

A Resolution approving the application of Bethany L. Marshall (a.k.a. Bethany L. James) to vacate Subdivision Exemption Plat No. 2016-27, recorded at Reception No. 730724, Book 1018, Page 897, of the records of the Logan County Clerk and Recorder.

WHEREAS, Bethany L. Marshall (a.k.a. Bethany L. James), current property owner, requests to vacate Subdivision Exemption Plat No. 2016-27 which was originally approved by Resolution No. 2016-27, recorded at Book 1018 and Page 896 of the records of the Logan County Clerk and Recorder; and

WHEREAS, Subdivision Exemption Plat No. 2016-27 involves a 3.69 acre parcel that is located in a portion of the Northeast Quarter Southwest Quarter of Section 2, Township 9 North, Range 53 West of the 6th P.M., Logan County, Colorado; and

WHEREAS, the vacation of Subdivision Exemption Plat No. 2016-27 is requested so that the applicant may adjust boundary lines of contiguous land and create an alternative subdivision exemption parcel; and

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

WHEREAS, the Logan County Planning Commission approved the application to vacate Subdivision Exemption Plat No. 2016-27 at its meeting on August 19, 2025.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application is hereby GRANTED. Subdivision Exemption Plat No. 2016-27, which is recorded at Reception No. 730724, Book 1018, Page 897, of the records of the Logan County Clerk and Recorder, is hereby vacated.

Adopted and signed this 2nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

(Aye)(Nay)
Mike Brownell, Chairman

(Aye)(Nay)
James T. Yahn, Commissioner

(Aye)(Nay)
Jim C. Santomaso, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was duly adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 2nd day of September, 2025.

County Clerk and Recorder

LOGAN COUNTY VACATION APPLICATION

BOARD OF COUNTY COMMISSIONERS

Date: 10-4-2024

Applicant:

Name: Bethany Marshall Phone: 780-327-8649

Address: 23566 County Road 330 Sterling CO 80751

E-Mail: bjsmes0011@gmail.com

Type of Vacation:

() Alley

(☒) Subdivision Exemption

() Platted Street

() Subdivision

() County Road

Location of Vacation:

Legal: Quarter SW Section 2 Township 9N Range R53W

Sub. Exempt. 2016-27 to BE VACATED
Lot Block Address 23566 County Road 330 STERLING CO 80751

Description of Vacation:

SUBDIVISION Exemption PLAT NO. 2016-17 REC. NO. 730724

Reason for Vacation:

REVISE NORTH AND EAST BOUNDARY LINES OF 2016-17 SUB. EXEMPT PARCELS

Bethany Marshall
Vacation

VAC2025-2 September 2025
23566 CR 330, Sterling

PETITION FOR VACATION
BOARD OF COUNTY COMMISSIONERS

Applicant: Bethany Marshall Phone: 720 327 8649

Address: 23566 County Road 330 Sterling CO 80751

Applicant's Signature: Bethany Marshall Date: 6/4/25

Landowner: Benny T. Hower Phone: 970 520 4674

Address: 23322 CR 330

Landowner's Signature: Benny T. Hower Date: 6/4/25

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

**LOGAN COUNTY VACATION APPLICATION
COUNTY USE ONLY**

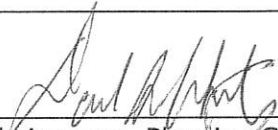
Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: ☒ Approval ☐ Denial

Recommended Conditions of the Vacation:



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Vacation:

Date Granted: _____

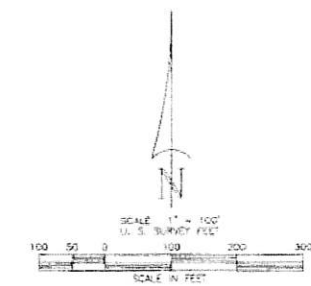
Date Denied: _____

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)


Jim C. Santomaso (Aye) (Nay)

Doc# 730724
Book 1018
Page 897



1. I, ANNIE M. KOSBIE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY HEREINMENTIONED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION, AND THAT PLAT ACCURATELY REPRESENTS THAT SURVEY. I HAVE NO KNOWLEDGE, INFORMATION, AND BELIEF OF ANY OTHER STATE THAT THE SURVEY AND THIS PLAT COMPLY WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO. I AM A BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, AND I OBTAIN A SEPARATE FEE FOR MEMBERSHIP (OTHER EXPENSES OR IMPLIES)

97 ANNIE M. KOSBIE
FOR ME OR BEHALF OF
LEIGHT MASTERS & ASSOCIATES, INC.
R. L. 250 76894

[illegible]

DACTUS HELLED BRING THE SOLE OWNERS IN FEE OF THE ABOVE DESCRIBED
PROPERTY, DOES HEREBY OWE THE SAME AS SHOWN ON THE ATTACHED MAP.

DACTUS HELLED
Tom Hower
HOWER

[illegible]

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARMING RANCH POLICY. RESOLUTION #26-60
RECORDED SEPTEMBER 21, 1996 IN BOOK 433 AT PAGE 433 OF THE LOGAN COUNTY RECORDS.
PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

James M. Brown CLERK AND RECORDER OF LOSAN COUNTY
 HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOSAN COUNTY
 DID GRANT ON THE 27th DAY OF September 1914 ACCEPTED
 ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCELS OF REAL PROPERTY OFFERED
 FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF
 DEDICATION
James M. Brown CLERK AND RECORDER OF LOSAN COUNTY
 (CLERK AND RECORDER OF LOSAN COUNTY) (DO NOT WRITE IN THESE SPACES)

[illegible][illegible]

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

MEMPHIS 3-5-76	LEIBERT-MATER & ASSOCIATES, INC. P.O. BOX 442 515 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1240
TITLE BARGAINOR CRAWFORD BURNEY TRAT NO. FOR PARTIAL IN SECTION 2, TOWNSHIP OF THE 5TH N.W., LOGAN COUNTY, COLORADO	SCALE 1" = 100' SHEET NO. 2 OF 2 DRAWING NO.

RESOLUTION

NO. 2025-18

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

**SUBDIVISION EXEMPTION FOR
Bethany L. Marshall (A.K.A. Bethany L. James)**

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

WHEREAS, Bethany L. Marshall (A.K.A. Bethany L. James), has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

PROPERTY DESCRIPTION PARCEL 1:

A parcel of land known as Parcel 1, containing 4.48 acres, more or less, in the Northeast Quarter of the Southwest Quarter of Section 2, Township 9 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the South-West sixteenth corner of Section 2, Township 9 North, Range 53 West, of the 6th Principal Meridian, thence along the west line of the Northeast Quarter of the Southwest Quarter of Section 2, North 00°48'56" West, a distance of 465.09 feet, thence North 88°41'41" East, a distance of 122.79 feet, a point on the East Right of Way Line of County Road 330 and to the point of beginning;

Thence on the East Right of Way line of County Road 330, on the arc of a curve to the left, a radius of 773.00 feet, a central angle of 19°58'31", distance of 269.50 feet, (a chord bearing North 23°11'54" West, a distance of 268.13 feet);

Thence departing said East Right of Way line, North 04°33'49" East, a distance of 87.87 feet;

Thence North 01°24'38" West, a distance of 88.88 feet;

Thence North 82°23'01" East, a distance of 257.90 feet;

Thence on the arc of a curve to the left, a radius of 931.00 feet, a central angle of 34°49'53", a distance of 565.98 feet, (a chord bearing South 49°17'40" East a distance of 557.30 feet).

Thence South 01°28'58" East, a distance of 27.46 feet;

Thence South 01°28'58", a distance of 52.98 feet, to a point on the North line of a property described in deed book 522, page 183;

Thence on said North line, South 88°41'41" West, a distance of 579.51 feet, more or less, to the point of beginning.

The above described parcel contains 4.48 acres, more or less.

(As represented on official Subdivision Exemption Plat 2025-18); and

WHEREAS, Bethany L. Marshall (A.K.A. Bethany L. James), intends to create a parcel, consisting of 4.48 acres more or less, subdivided from a 836.02 acre parcel in an Agriculture (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on August 19 , 2025; and

WHEREAS, a public hearing was held by the Board of County Commissioners on September 2, 2025, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Bethany L. Marshall (A.K.A. Bethany L. James) for a Subdivision Exemption for the creation of a 4.48 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Exemption Plat 2025-18, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

DONE on Tuesday, this 2nd day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye)(Nay)
Mike Brownell, Chairman

_____(Aye)(Nay)
James T. Yahn, Commissioner

_____(Aye)(Nay)
Jim C. Santomaso, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 2nd day of September, 2025.

County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION
PLAT APPROVAL**

Date: 10-4-2024

Name of Subdivision Exemption (as listed on plat): _____

Applicant:

Name: Bethany Marshall Phone: 720-327-8649

Address: 23566 County Road 330 Sterling CO 80751

Email: ~~betha~~ bjsmes0011@gmail.com

Local Agent:

Name: _____ Phone: _____

Address: _____

Owner of Record:

Name: Benny Hewes Phone: 970 520 4674

Address: 23322 CR 330

Prospective Buyer:

Name: _____ Phone: _____

Address: _____

Land Surveyor:

Name: WILCOAT SURVEYING Phone: 308-279-2072

Address: 307 CHURCH STREET Harrisburg NE 69345

Attorney:

Name: _____ Phone: _____

Address: _____

Description of Property:

Subdivision Exemption Location: On the EAST side of County RD 330

1.3 ^{MILES}
Feet North of County ROAD 46
Direction Street

Legal: 1/4 Section SW Section 2 Township 9N Range 53W

Total Acres 4.48 Number of Lots 1

Current Zoning: AG/RES Current Land Use: AG/RES

Postal Delivery Area: 80751-9722 School District: _____

If Deed is recorded in General System: ^{Rec No.} 744069 ^{- See Survey} ~~Book~~ _____ ~~Page~~ _____

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name _____

Proposed use of each Parcel: _____

Proposed Water and Sewer Facilities: existing

Proposed Public Access to Each New Parcel: _____

Reason for Request of this Exemption (May use additional pages): _____

List all Contiguous Parcels in the same Ownership:

Section/ Township/ Range CACTUS HILL LLC - SITES 25' STRIP ON EAST SIDE LOT(S)

Attach an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the contract owner of the property, and the date the deed was executed and delivered.

IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached. This need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s).

I Bethany Marshall, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

I Bethany Marshall, hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature: Bethany Marshall Date: 6/4/25

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**


Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: ☒ Approval _____ Denial _____

Recommended Conditions of the Subdivision Exemption:


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval:

Date Granted: _____

Date Denied: _____

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

SUBDIVISION EXEMPTION PLAT NUMBER _____

A PARCEL 1, BEING A PART OF THE NORTHEAST QUARTER, SOUTHWEST QUARTER OF SECTION 2,
TOWNSHIP 9 NORTH, RANGE 53. WEST, OF THE 6TH P.M.
ALSO BEING IN LOGAN COUNTY COLORADO

Sheet Revisions

Date	Description	Initials
10-01-24	FIELD SURVEY	CJG
10-03-24	DRAFTED SURVEY	CJG



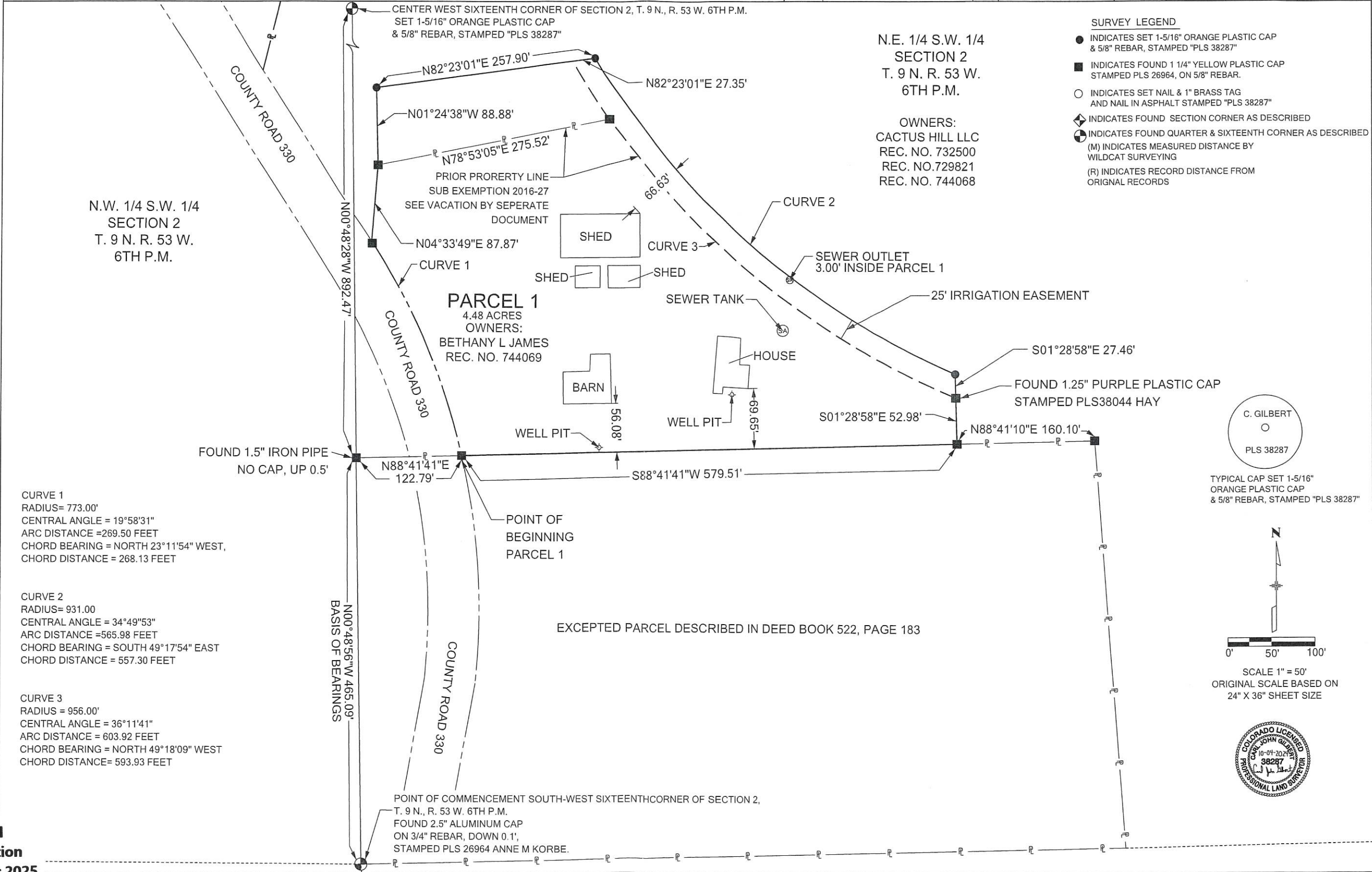
SUBDIVISION EXEMPTION PLAT

Plan Sheet

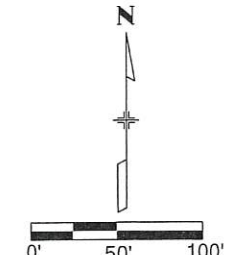
Project Number: 598-01-2024			
Project Location: STERLING RES. (LOGAN COUNTY, COLORADO)			
Project Code	Last Mod. Date	Subset	Sheet No.
598	10-04-2024	2 of 2	2

SURVEY LEGEND

- INDICATES SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"
- INDICATES FOUND 1 1/4" YELLOW PLASTIC CAP STAMPED PLS 26964, ON 5/8" REBAR.
- INDICATES SET NAIL & 1" BRASS TAG AND NAIL IN ASPHALT STAMPED "PLS 38287"
- ◆ INDICATES FOUND SECTION CORNER AS DESCRIBED
- ⊙ INDICATES FOUND QUARTER & SIXTEENTH CORNER AS DESCRIBED
- (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
- (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS



TYPICAL CAP SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"



Agreement for Professional Services

This Agreement is effective as of _____, between Logan County (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **Bridge Grant Support**

Client's Authorized Representative: Mike Brownell, Chairman
Address: 315 Main St, STE 6009, Sterling, Colorado 80751, United States
Telephone: (970) 522-0888 **email:** brownellm@logancountyco.gov

Project Manager: Parsa Kolahi, PE
Address: 2000 South Colorado Blvd., Ste. 1200, Colorado Center Tower Two, Denver, Colorado, 80222
Telephone: 832.468.0008 **email:** pkolahi@sehinc.com

Scope: The Basic Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 05.15.22), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

SEH will provide Logan County with complete bridge grant applications including all the supporting documents for the Off-System Bridge Program (BRO) by the end of day Monday, October 13, 2025. The project scope of work, assumptions, and exclusions are as follows:

- Scope includes developing a list of bridge candidates with recommendations.
- Scope includes one meeting with CCI for consultation and coordination.
- Scope includes one meeting with the County staff to review the final selections.
- Scope includes high-level estimated construction cost for up to two bridge structures.
- Deliverables include complete BRO grant applications including all the supporting documents for up to two bridges.
- The applications are expected to include project locations, condition of structures, anticipated project scopes, estimated construction costs, preliminary design schedule, and the Off-System Bridge Program Application Data form.
- Scope excludes application submittal.
- Scope excludes life-cycle cost analysis, construction quantity estimation, engineering design or analysis services, or RFQ support.
- Any scope item not explicitly included is explicitly excluded.

The lump sum fee is **\$9,850** including expenses and equipment.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Short Elliott Hendrickson Inc.

Logan County

By:  8/5/2025

By: _____

Full Name: Parsa Kolahi

Full Name: _____

Title: Project Manager

Title: _____

Cc: Jim Yahn
Jim Santomaso
Wayne Howard

Exhibit A-2

Payments to Consultant for Services and Expenses Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render Services hereunder will be for a period which may reasonably be required for the completion of said Services.
2. If Client has requested changes in the scope, extent, or character of the Project or the Services to be provided by Consultant, the time of performance and compensation for the Services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform the Services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for the Services, then Consultant shall promptly notify the Client regarding the need for additional Services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional Services and to an extension of time for completion of additional Services absent written objection by Client.
2. Additional Services, including delivery of documents, CAD files, or information not expressly included as deliverables, shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the Services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for Services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the Services provided by Consultant and access to all public and private lands required for Consultant to perform its Services.

2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling, and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's Services, such as previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning; deed; and other land use restrictions; as-built drawings; and electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's Services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements, and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide Services in a timely manner.
4. Client shall require all utilities with facilities within the Project site to locate and mark said utilities upon request, relocate and/or protect said utilities to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review, and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Services or deliverables until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding Services, deliverables, or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable

- costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
 3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods, or procedures of construction. Consultant's Services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter, or disposer of hazardous or toxic substances. Therefore the Client agrees to hold harmless, indemnify, and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims; losses; damages; liability; and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including without limitation lost rentals; increased rental expenses; loss of use; loss of income; lost profit, financing, business, or reputation; and loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
3. It is intended by the parties to this Agreement that Consultant's Services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or

asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

SECTION V – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CAD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, Consultant shall retain all of its rights in its proprietary information including without limitation its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be work product or work for hire and Consultant shall not be restricted in any way with respect thereto. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify, and hold harmless Consultant from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.