



Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 3, 2024 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 20, 2024, meeting.

Unfinished Business
New Business

The Board will open a public hearing to consider the approval of an application submitted by David Lieber on behalf of the NJC Young Farmers for a Special Events Liquor License for an event to be held at the Logan County Courthouse Square, 315 Main Street, Sterling, Colorado on September 21, 2024.

The Board will sign a proclamation designating the week of September 17 through September 23, 2024 as Constitution Week in Logan County.

The Board will open bids for the purchase of Asphaltic Material and Petroleum Resin product for 2024 County Road Chip Seal Projects.

Consideration of the approval of an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 2024 through July 31, 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 General Election to be held November 5, 2024.

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 Fleming for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024.

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 Crook for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024.

Consideration of the approval of a lease agreement with option to buy gravel aggregate material between Logan County and Harold Kues and Mary Lee Kues for a parcel of land in the Northwest Quarter (NW1/4), Section 10, Township 8 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Gila LLC, d/b/a Municipal Services Bureau for online payment acceptance solutions, including credit/debit card and E checks.

Consideration of the approval of Resolution 2024-20 and an agreement authorizing assignment to the Colorado Housing and Finance Authority of the Logan County Private Activity Bond Allocation pursuant to the Colorado Private Activity Bond Ceiling Allocation Act.

Consideration of the approval of Resolution 2024-21 and an application granting a Conditional Use Permit (CUP) #241 for the construction, maintenance and operation of a temporary portable concrete batch plant and a portable crusher operated by Castle Rock Construction Company of Colorado, LLC, in portions of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2024-22 and an application for Subdivision Exemption on behalf of Todd and Brittany Curlee to create 2.10 parcel from a 29.39-acre parcel in an Agricultural (AG) zone district in the Northeast Quarter of Southeast Quarter Section 5, Township 7 North, Range 52 West, of the 6th Principal Meridian, in Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and PC Telecom and issuance of Right of Way Permit Number 2024-9 for use of the County Right of Way under County Road 14 for 1.25" conduit with fiber line.

Consideration of the approval of a temporary liquor license on behalf of Atwood Petroleum, Inc., 4513 Highway 63, Atwood, CO who has applied for a Transfer of Ownership License for the current license held by LMR Oil LLC for Sinclair #3.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, September 17, 2024, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

August 20, 2024

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Trae Miller	Logan County Economic Development
Rob Quint	Logan County Planning and Zoning
Lisa Williams	Logan County Planning and Zoning
Kyle Sundman	Pivot Energy
Cait O'Mara	Pivot Energy
Bob Lingreen	
Julie Sullivan	
Mike Sullivan	
Tiffany Storch	
Ken Minch	
Dean Haynes	City of Sterling
Jeff Rice	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 for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 6, 2024, meeting.
- Acknowledge receipt of the Treasurer's Report for the month of July 2024.
- Acknowledge receipt of the Sheriff's Fee Report for the month of July 2024.
- Acknowledge receipt of the Clerk and Recorder's Report for the month of July 2024.

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

Chairman Brownell continued with Unfinished Business:

Consideration of the approval of Resolution 2024-18 and an application granting a Special Use Permit (SUP) #240 for the construction, maintenance and operation of a Solar Energy Facility operated by Pivot Energy 54 LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed 4.0 megawatt (ac), located on a 23-acre parcel, more or less, leased from Robert Lingreen and Sterling Rural

Fire Protection District, in the Northeast Quarter (NE1/4) of Section 31, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Chairman Brownell opened a public hearing.

- Mike and Julie Sullivan addressed the board with concerns and questions in opposition of Resolution 2024-18
- Dean Haynes read a letter from Megan Wolf, City of Sterling Council Member in opposition of Resolution 2024-18.
- Dean Haynes, City of Sterling Council addressed the board with concerns, information and lack of notice in opposition to Resolution 2024-18.
- Mike Sullivan commented about it being a shame people don't get involved and thanked Planning and Zoning for their work to get information out to the public.
- Tiffany Storch addressed the board about people having choices on being able to attend meetings and consider different platforms to get information to the public.
- Trae Miller, Logan County Economic Development addressed the board in support of Resolution 2024-18 and explained his thoughts of what AG/Farm means and the definition in his opinion includes wind, solar and land use.
- Kyle Sunderman, Pivot Energy explained the follow up to concerns brought up at the last meeting:
 - Visual Impacts- hired a landscaping firm to show land as is now and the visual of how the land will look when completed.
 - Glare Study- reorienting the panels to mitigate glare for certain time frames.
 - Decommissioning- 20-40 years – donate panels to recycle panels.
 - Community Outreach – letters, postcards, Commissioner and City of Sterling meetings, Planning and Zoning meeting, continued use and working with City and County community engagements, 2500 homes in the area will get energy from this project.
 - Working with City of Sterling to have them subscribe and over the next 20 years will save the municipal buildings approximately \$263,000.00 from the energy subscription.
- Bob Lingreen addressed the board with his concerns with farming next to an urban area and his challenges with keeping the area under control of trash and weeds and feels this is the only way to get a return.

Commissioner Sonnenberg moved to approve Resolution 2024-18 and an application granting a Special Use Permit (SUP) #240 for the construction, maintenance and operation of a Solar Energy Facility operated by Pivot Energy 54 LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed 4.0 megawatt (ac), located on a 23-acre parcel, more or less, leased from Robert Lingreen and Sterling Rural Fire Protection District, in the Northeast Quarter (NE1/4) of Section 31, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

Commissioner Sonnenberg moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and City of Sterling for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024. Commissioner McBride seconded, and the motion carried 3-0.

Other Business

The next regular meeting will be scheduled for Tuesday, September 3, 2024, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 10:50 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: September 3, 2024

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

Application for a Special Events Permit

Departmental Use Only

State Only Permit/State Property

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

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

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

1. Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)
NJC Young Farmers

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>5612 CR 79 Fleming, CO 80728</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Courthouse 115 215 Main St. Sterling, CO 80751</i>
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4. Authorized Representative of Qualifying Organization or Political Candidate <i>DAVID LIEBER</i>	Date of Birth <i>1-19-62</i>	Phone Number <i>970 522 8346</i>
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Authorized Representative's Mailing Address (if different than address provided in Question 2.)
14803 CR 41 Sterling CO 80751

5. Event Manager <i>DAVID LIEBER</i>	Date of Birth <i>1-19-62</i>	Phone Number <i>970 522 8346</i>
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Event Manager Home Address (Street, City, State, ZIP) <i>14803 CR 41 Sterling CO 80751</i>	Email Address of Event Manager <i>tractordoctor1@hotmail.com</i>
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6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes How many days? <u>1</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
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8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date	Date	Date	Date
Date <i>8-21-24</i> Hours From <i>3:00 p.m.</i> To <i>11:59 p.m.</i>	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.
Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.	Date Hours From .m. To .m.

Oath of Applicant

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

Signature <i>David Lieber</i>	Title <i>Event Manager</i>	Date <i>8-14-24</i>
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Report and Approval of Local Licensing Authority (City or County)

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
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Signature	Title	Date
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO YOUNG FARMERS EDUCATIONAL FOUNDATION

is a

Nonprofit Corporation

formed or registered on 07/29/2003 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20031242647 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/08/2024 that have been posted, and by documents delivered to this office electronically through 08/12/2024 @ 11:41:55 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/12/2024 @ 11:41:55 in accordance with applicable law. This certificate is assigned Confirmation Number 16288438 .



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

NA

GRASS

GAZEBO

N.A.M.A.

Trailer

Beer Garden

5th St

Parking Lot

Proclamation



WHEREAS, September 17, 2024, marks the two hundred thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention, and

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

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

NOW, THEREFORE, WE, Mike Brownell, Joseph A. McBride and Jerry A. Sonnenberg by virtue of the authority vested in us as County Commissioners of the County of Logan in the State of Colorado, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK IN LOGAN COUNTY

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED THE SEAL of the County of Logan to be affixed this 3rd day of September, of the year of Our Lord Two Thousand Twenty-Four.

BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

Mike Brownell

Joseph A. McBride

Jerry A. Sonnenberg



2024 REQUEST FOR PROPOSALS

ASPHALTIC MATERIAL AND PETROLEUM RESIN

The Board of Logan County Commissioners is requesting proposals from qualified suppliers for asphalt materials for the County Road Chip Seal Project. Asphaltic material shall conform to Colorado Department of Transportation, A.S.T.M., and A.S.S.H.T.O. requirements. The estimated amount to be used on this project is 75,000 gallons. Product must be equivalent to CRS-2R. A copy of materials used in product design and the MSDS information must be included in bid. All bids to be F.O.B. Supplier's Yard.

Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., August 30, 2024. Proposals will be opened at 9:30 a.m. on Tuesday, September 3, 2024 at the Logan County Courthouse, 315 Main Street, Sterling, CO. The Board reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Bid Amount \$_____per/gal.

Date product available for delivery: _____

Company Name: _____

By: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

SERVICE AGREEMENT

Monthly Maintenance

THIS CONTRACT is made and entered into effective **August 1, 2024**, by and between **Blazen Illuminations (the "Service Company")**, and **Logan County Colorado (the "Customer")**.

WHEREAS Service Company is a company engaged in the business of servicing and maintaining the exterior architectural lighting and operating system currently installed on a portion of Logan County Courthouse and is willing to provide such services to Customer as per the terms herein.

WHEREAS Customer desires to have the Service Company furnish maintenance on said exterior architectural lighting and operating system on Logan County Courthouse.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Maintenance Services.

- (a) **Systems Checks** Each month, Service Company shall provide both remote and/or on-site labor to maintain and manage basic updates, as well as maintenance and make basic repairs to the lighting and associated networking equipment only installed by Service Company at Logan County Courthouse and will keep said equipment in good working order. In addition, Service Company shall provide unscheduled remedial maintenance ("on-call service") as and when needed. Both scheduled and unscheduled service maintenance shall include what is outlined in **Attachment A** as deemed necessary by Service Company. Both parties agree to document completed maintenance and / or upcoming maintenance on the shared "Monthly Maintenance & Special Events Log" spreadsheet.
- (b) **Programming and Special Event Scheduling** - Service Company will provide the remote labor necessary for additional programming for special events as part of the monthly maintenance plan. Customer acknowledges that careful planning of the special events' schedule is a must to properly manage the allotted maintenance hours. Customer agrees to document upcoming events on the shared "Monthly Maintenance & Special Events Log" spreadsheet allowing Service Company a time period of at least 24 hours to complete the requested programming of said special event.

Any service calls or special event programming requests outside of the allotted hours will be billed at \$175.00 per tech, per hour with a one (1) hour minimum.

2. Excluded Services

- (a) The Service Company shall not be required to make any of the following:
 - (i) Equipment or software not installed or authorized by Blazen Illuminations
 - (ii) Additional equipment or parts required for Maintenance and Service Repairs
 - (iii) Installation of New Equipment
- Extensive Maintenance
 - Extensive Maintenance is defined as any form of maintenance or repairs needed to the lights, electrical or mounting hardware, as well as the computer (system checks and software updates are covered under this Maintenance Contract).

- Show Support
 - Show Support is defined as producing or consulting on events or festivals which require additional lighting, audio/video, creative collaboration or technical support and is not covered under this contract.

If the services described in this provision are authorized by the Customer, and if the Service Company agrees to perform them, an additional quote for said services will be provided to Customer for review and authorization.

3. Trained Employees

Trained personnel directly employed and supervised by the Service Company will perform all services required by the terms of this Contract. The Service Company agrees that each of its employees will be properly qualified and will use reasonable care in the performance of his or her duties.

4. Working Hours

(a) The services required of the Service Company under this Contract, including emergency service, shall be performed during the regular working hours of its regular working days, consisting of 8:00am to 5:00pm, Monday through Friday excluding national holidays, except as provided in (b) immediately below. However, due to the nature of this lighting and equipment installation, Service Company understands that it may need to provide services outside of these hours to effectively complete the services.

(b) If the Customer requests that the Service Company perform any of its services at times beyond regular working hours, or as described in (a) above, then for the services performed outside the regular working hours ("overtime hours"), the overtime hours will count against the allotted hours at the rate of 1.5 hours for each overtime hour services are performed.

5. Contract Price

(a) The Customer shall pay the Service Company at the monthly rate of **\$330.00** which includes a total of **3 contracted hours** per month, with a yearly total of **\$3,960 for 2024 - 2025** of combined onsite and remote services to be performed under this Contract during the working hours described above.

(b) Any additional services required beyond the **36 allotted hours annually** will be at 175.00 per tech per hour with a 1 hour minimum and overtime at \$262.50 per tech per hour. Labor charges will be adjusted and agreed to in writing periodically to compensate for changes in the cost of labor.

(c) The rate specified in (a) above shall be adjusted annually to reflect any changes in the Service Company's cost of labor. The percentage of the contract price shall be increased or decreased on each anniversary of the commencement date of service under this Contract with the percentage of increase or decrease in the straight-time hourly cost (which means the straight-time hourly labor rate, including fringe benefits) for the month within which the anniversary of the commencement of service under this Contract falls as compared with the straight-time hourly cost for the month within which the commencement date of service under this Contract falls.

(d) Any amount of contracted hours specified in (a) above that are not used within the designated month, may be rolled over and accumulated for up to 12 months. Any remaining unused contracted

hours at the end of that 12 month period will be forfeited and no refunds given. A record of used contracted hours will be recorded on a shared, Check Log spreadsheet accessible by both the Service Company and the Customer.

(e) Amounts due to Service Company will be billed to Customer on a monthly basis and will be due and payable on the last day of each month.

6. Term of Contract

The term of this Contract shall commence on **August 1, 2004** and shall continue in full force and effect until **July 31, 2025**.

7. Termination

(a) **Without Cause:** Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The Customer shall be liable to pay the Service Company for maintenance performed as of the effective date of termination, but shall not be liable to the Service Company for monthly charges following the termination date of this Contract.

(b) **For Default:** Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten (10) days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the Customer, the Customer shall be liable to pay the Service Company for maintenance performed as of the effective date of termination, but shall not be liable to the Service Company for monthly charges. The Service Company shall not be relieved of liability to the Customer for any damages sustained by the Customer by virtue of Service Company's default under this Contract, and the Customer may withhold payment to the Service Company for the purposes of setoff until such time as the exact amount of damages is determined.

8. Miscellaneous Provisions

(a) **Parties Bound:** This Contract shall be binding on and inure to the benefit of the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors and assigns as permitted by this Contract.

(b) **Legal Construction:** In the event any one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

(c) **Prior Contracts Superseded:** This Contract constitutes the sole and only Contract of the parties and supersedes any prior understandings or written or oral Contracts between the parties respecting the subject matter of this Contract.

(d) **Amendments.** This Contract may be amended by the parties only by a written Contract.

9. Hold Harmless

Anything in the Contract to the contrary notwithstanding, Customer shall hold Blazen Illuminations fully

harmless against any loss, damages, claims, penalties, or expenses of any kind whatsoever (including costs and reasonable attorneys' fees), sustained or incurred by a third party as a result of the negligent or intentional acts or omissions of Customer, and for which recovery is sought against Blazen Illuminations by that third party.

10. Signatures

This Contract is signed on behalf of Blazen Illuminations and on behalf of Logan County, Colorado, effective August 1, 2024.

CUSTOMER

Name

Title

Company Name

Address

Phone

Email

Signature

Date Signed

SERVICE COMPANY

Heidi Webb
Event Design & Development
Blazen Illuminations
1437 N. Denver Ave., #222
Loveland, CO 80538
Phone: (800) 980-4155 ext. 101
Email: Heidi@blazenilluminations.com



Signature

08/20/2024

Date Signed

Attachment A

Systems Checks

Each month a Blazen Illuminations technician will log into the server and check that all settings are in compliance with the installed approval. These updates or service items will be addressed one by one. In the event that additional materials or parts and labor are needed, the technician will submit a report to the service manager and Blazen Illuminations will issue a quote for the additional work needed. In the event that on-site maintenance is needed, Blazen Illuminations will notify Logan County of this as well as the associated travel and equipment expenses over and above the labor needed.

Programming and Special Event Scheduling

Each month special events arise that you may want to participate in and additional programming may be required. This can also be done in the Monthly Maintenance Plan. Careful planning of the schedule is a must as these programming requests can quickly use up all of your maintenance hours. Please email all requests to Heidi@blazenilluminations.com and Nate@blazenilluminations.com

Blazen Illuminations and Logan County Courthouse will document upcoming events and will provide the special event programming information at least 72 hours in advance to allow Blazen Illuminations time to complete the requested programming.

LOGAN COUNTY

AUG 19 2024

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

General Election

November 5, 2024

THIS AGREEMENT is made and entered into this 19 day of Aug, 2024, 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 General Election to be held November 5, 2024.

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 5, 2024**, 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 shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.

5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.
6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2024**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for 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, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

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 6, 2024, by close of business 5:00 p.m.,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed

list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, 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 nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2024.**

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 6, 2024.**

9. **ELECTION DAY ACTIVITIES:**

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

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 23, 2024**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit 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 6, 2024, 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 110th day before the general election (**Thursday, July 18, 2024**) 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 3, 2024 (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 11, 2024 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of 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.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election

judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

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 6, 2024**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2024.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised

otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

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

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

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

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name 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 16, 2024 (at least 20 days before each election)**. **Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 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:**

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 6, 2024, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER

Pamela M. Bacon

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

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

Attest:

Logan County Clerk and Recorder

By: _____
Chairman of the Board

(seal)

Town of Merino

By: Carol A Nye

Printed Name: Carol A Nye

Title: Mayor

Designated Election Official for the Entity:

Mailing Address: PO Box 211

Merino, CO 80741

Phone: (402) 320-4896

Fax: () -

Email: merinoclerk@gmail.com

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 27, 2024**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 3, 2024**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 6, 2024**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days **by CLOSE OF BUSINESS 5:00 p.m.**

Friday, September 20, 2024: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 23, 2024**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 43 days

No later than **Friday, October 11, 2024**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 5, 2024: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

**EXHIBIT A
CERTIFICATION FORMAT INFORMATION PAGE**

Ballot certification is required in two formats:

- Paper copy; and,
- Electronic Copy. The electronic version must be provided using plain text (.txt file format). No PDF versions will be accepted.

The electronic copy may be emailed to baconp@logancountyco.gov. Both the paper copy and electronic copy must be received at the Clerk and Recorder's Office at 315 Main Street Suite 3, Sterling, CO 80751 no later than 5:00 p.m. on September 6, 2024.

Important: Per Rule 4.5.5(f) (4) – Ballot questions and issues are numbered or lettered in the order in which the measurers are certified to the ballot by the DEO. Submissions are considered certified once one of the two required submissions, either electronic or paper copy, has been submitted to the Clerk and Recorder.

- **ELECTRONIC VERSION:**

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file in readable format word by e-mail to baconp@logancountyco.gov and submit a printed copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format. The ballot text will be provided in Word, in Arial ten (10) point font.

- **SPACING:**

All text must have single line spacing.

- **TEXT:**

For TABOR Ballot Notice, all ballot issue text must be typed in CAPITAL LETTERS.

Pro/Con statements must appear in upper and lower case.

Ballot questions must be typed in upper and lower case.

- **TABLES/COLUMNS:**

Do not use columns or tables setting up files as these are difficult to reformat. Use Tabs to put information in rows and/or columns. and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

- **AUDIO RECORDING:**

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

EXHIBIT B
AUDIO FOR ADA UNIT

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

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

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

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

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

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

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

EXHIBIT C
TEMPLATE FOR CERTIFICATION FOR BALLOT CONTENT

Date:

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

RE: Certification of Ballot Content for _____ District.

Dear Pam:

This letter is submitted by the _____ District within Logan County, and certifies as of the above-written date that the following ballot question or list of candidates is to be submitted to the eligible electors during the coordinated election to be held on November 5, 2024:

DISTRICT NAME HERE
Board of Directors or Mayor or City Councilmember etc.
LENGTH OF TERM HERE
(Vote For One or Two or Three)

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

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

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

YES _____ NO _____

Sincerely,

ENTITY NAME _____

Entity Election Official

EXHIBIT D
TEMPLATE FOR TABOR NOTICE CERTIFICATION

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

Date:

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

Dear Pam:

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

DISTRICT NAME

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

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

Election Date: (insert election date here)

Election Hours: 7:00 A.M. to 7:00 P.M.

(Insert Question name and number here)

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

Fiscal Information: is required with your Ballot Tabor Notice submission.

Fiscal Year Spending Information:

2023 (Current fiscal year estimated)	[\$1,000,000]
2022 (Actual)	[\$1,000,000]
2021 (Actual)	[\$1,000,000]
2020 (Actual)	[\$1,000,000]
2019 (Actual)	[\$1,000,000]

Overall percentage change in fiscal year spending: [Insert % of overall change]

Overall dollar amount change: [Insert \$ amount of change]

Estimated maximum dollar amount of tax increase for [insert year]: [amount of increase]
Estimated [Insert Year] fiscal year spending without tax increase: [amount of spending]

Information of Current Bonded Debt:

Principal amount: [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

Information on Proposed Bonded Debt:

Principal Amount [\$1,000,000]
Maximum annual repayment cost: [\$1,000,000]
Total repayment cost: [\$1,000,000]

The following summaries were prepared from comments filed by persons FOR the issue:

PLEASE LIST THE COMMENTS FILED FOR AN ISSUE HERE

- Statements are in upper and lower case.
- Summary statements or paragraphs for the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

The following summaries were prepared from comments filed by persons AGAINST the issue:

PLEASE LIST THE COMMENTS FILED AGAINST AN ISSUE HERE

- Statements are in upper and lower case.
- Summary statements or paragraphs against the proposal must be filed 45 days before the election. See C.R.S 1-7-901(4)
- Summaries must be 500 words or less and accurately summarize all written comments.
- Summaries may not contain names of persons or private groups that are for or against the issue.
- If written comments are not filed, state “No comments were filed by the constitutional deadline”.

Sincerely,

Designated Election Official

INTERGOVERNMENTAL AGREEMENT

General Election

November 5, 2024

THIS AGREEMENT is made and entered into this 14 day of Aug., 2024, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Fleming** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024.

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 5, 2024**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.
6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2024**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for 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, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

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 6, 2024, by close of business 5:00 p.m.**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed

list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, 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 nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2024.**

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 6, 2024.**

9. **ELECTION DAY ACTIVITIES:**

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

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 23, 2024**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit 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 6, 2024, 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 110th day before the general election (**Thursday, July 18, 2024**) 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 3, 2024 (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 11, 2024 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of 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.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election

judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

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 6, 2024**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2024.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised

otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

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

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

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

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name 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 16, 2024 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 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:**

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 6, 2024, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER

Pamela M Bacon

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

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Fleming

By: Michelle Asfeld

Printed Name: Michelle Asfeld

Title: Fleming Town Clerk

Designated Election Official for the Entity:

Town of Fleming

Mailing Address: P.O. Box 468;
Fleming, CO 80728

Phone: (970) 265 - 2692

Fax: (970) 265 - 2170

Email: fleming@hartuntel.net

LOGAN COUNTY

AUG 21 2024

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

General Election

November 5, 2024

THIS AGREEMENT is made and entered into this 21 day of Aug, 2024, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **Town of Crook** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the General Election to be held November 5, 2024.

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 5, 2024**, 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 shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.

5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.
6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 27, 2024**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for 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, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

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 6, 2024, by close of business 5:00 p.m.**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

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

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

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

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

3. **CONDUCT OF THE ELECTION:**

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

4. **ELECTION JUDGES:**

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

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

5. **CALL FOR NOMINATIONS:**

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

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

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed

list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, 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 nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 27, 2024.**

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 6, 2024.**

9. **ELECTION DAY ACTIVITIES:**

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

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 23, 2024**. [Section 1-7-904, C.R.S.] See Exhibit C.

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

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

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

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

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit 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 6, 2024, 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 110th day before the general election (**Thursday, July 18, 2024**) 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 3, 2024 (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 11, 2024 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. APPROPRIATE FILING OFFICE:

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. WAIVER OF CLAIMS:

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of 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.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. COSTS:

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election

judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

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 6, 2024**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

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

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 6, 2024.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised

otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

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

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

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

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name 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 16, 2024 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 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:**

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 6, 2024, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER

Pamela M Bacon

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

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

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Crook

By: Keo Ramirez
Printed Name: Keo Ramirez
Title: Town Clerk

Designated Election Official for the Entity:
Town of Crook

Mailing Address: PO Box 158
Crook, CO 80726

Phone: (970) 886 - 2222

Fax: () _____

Email: townofcrook@haxtel.net

ELECTION DEADLINES/IMPORTANT DATES

* * * * *

On or before **Tuesday, August 27, 2024**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 3, 2024**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days; **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

No later than **Friday, September 6, 2024**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days **by CLOSE OF BUSINESS 5:00 p.m.**

Friday, September 20, 2024: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the TABOR mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Monday, September 23, 2024**: Provide full text of Article X, Section 20 ballot TABOR notice [1-7-904, C.R.S.] 43 days

No later than **Friday, October 11, 2024**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days; a governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

Tuesday, November 5, 2024: Election Day; Polls open 7:00 a.m. to 7:00 p.m.

NO ELECTION MAY BE CANCELLED IN PART!

**LEASE AGREEMENT WITH OPTION TO BUY GRAVEL AGGREGATE MATERIAL
HAROLD KUES AND MARY LEE KUES**

THIS LEASE AGREEMENT WITH OPTION TO BUY GRAVEL AGGREGATE MATERIAL ("Lease") is made and entered into by and between Harold Kues and Mary Lee Kues, 18587 CR 81, Fleming, CO 80728, ("Owner"), and Logan County, Colorado, a political subdivision of the State of Colorado, 315 Main Street, Sterling, Colorado 80751 (the "County").

1. **Lease.** In consideration of the mutual covenants contained herein, the Owner does hereby lease to the County the real property more particularly described as follows and referred to hereafter as the "Leased Premises":

A Parcel of land in the Northwest Quarter (NW1/4), Section 10, Township 8 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northwest Corner of said Section 10; thence North 90°00'00" East along the North line of said Section 10 a distance of 690.1 feet to the true point of beginning; thence continuing North 90°00'00" East along the North line of said Section 10 a distance of 1952.4 feet; thence South 0°24'30" East a distance of 1448.3 feet; thence North 72°38'15" West a distance of 1970.5 feet; thence North 5°26'55" West a distance of 864.1 feet to the point of beginning and containing 50.47 acres, more or less;

AND

Commencing at the Northwest Corner of said Section 10, thence North 90°00'00" East along the North line of said Section 10 a distance of 30.00 feet to the true point of beginning; thence continuing North 90°00'00" East along the North line of said Section 10 a distance of 660.10 feet, thence South 5°26'55" East a distance of 864.10 feet; thence South 72°38'15" East a distance of 1970.50 feet; thence South 90°00'00" West a distance of 2602.32 feet; thence North 0°48'45" West parallel with but 30.00 feet East of the West line of said NW¼ of Section 10 a distance of 1448.35 feet to the point of beginning and containing 36.22 acres, more or less;

together with the grant to County of the exclusive right and option to mine, extract, process and remove from the Leased Premises all of the sand and gravel aggregate owned in and under said premises, with the right to remove any and all top soil or "overburden" above said sand and gravel, and together with the right to use necessary space for stockpile on said premises, all without any payment in addition to the royalties herein specifically provided for.

2. **Purchase of Materials.** If during the term of this Lease the County desires to purchase and remove any gravel material located on the Leased Premises, the Owner will be paid a royalty at the rate of sixty cents (\$0.60)(the “Purchase Price”) per cubic yard for all gravel aggregate removed by County from the Leased Premises.

At the end of each month of operations, the County will submit to Owner an accounting of the total number of cubic yards of material extracted and removed, showing dates the material was removed, and will simultaneously pay the total due based on the Purchase Price. The County shall not be obligated to remove and purchase any minimum amount of material, nor shall it be limited in the amount it may remove and purchase, but shall in all respects be entitled to remove and purchase its requirements as determined by the County in its sole discretion. In the event no materials are removed during any month, no payment or accounting is required.

3. **Review of the Purchase Price.** During the term of this Lease, the Purchase Price shall be reviewed by County every two years. If the Purchase Price no longer reflects the current market value, County, in its sole discretion, may adjust the Purchase Price by executing and sending to Owner the modified Purchase Price in a format substantially similar to Form 1, attached hereto and incorporated herein. When signed by the Board of County Commissioners, any modification to the Purchase Price shall be deemed to be a part of this Agreement. Any modification of the Purchase Price pursuant to the provisions of this Paragraph 3, shall continue in effect until further modified.
4. **Term.** This Lease shall commence on September 3, 2024 and shall remain in full force and effect for a term of six years. This Lease supercedes and terminates that certain lease between the parties recorded at Book 1005, Page 67, and reception no. 716896, of the records of the Logan County Clerk and Recorder.
5. **Renewal.** This lease may be renewed for an additional term of six years. The renewal shall take place automatically unless either party notifies the other in writing of its intent to terminate the Lease at least 60 days before the end of the original term. The terms and conditions of the Lease during any additional term shall be the same as under the initial Lease, as modified under the provisions of paragraph 3.
6. **Operator.** The County is the “Operator” of the aggregate operation on the Leased Premises for purposes of the Colorado Mined Land Reclamation Act (the “Act”). Owner agrees that during the term of this Lease, Owner will not act and Owner will not allow any other person or entity to act as an “Operator”, as defined in the Act.

7. Additional Rights and Obligations of County.

- A. *Access.* The County shall have the right to ingress and egress to the Leased Premises. The County agrees to close any gates that it opens. In addition, the County may make use of all roadways presently existing on the Leased Premises and may build such additional roads as may be necessary for the production and removal of materials. In building additional roads, the County may use materials from the Leased Premises and no payment shall be required for said materials. All roads created by the County will be reclaimed upon termination of this Lease, unless otherwise mutually agreed by the Owner and County.
- B. *Additional Structures.* The County has the right to erect any temporary structures, such as screening, crushing, and asphalt plants; to stockpile material in an area of sufficient size; and to employ any reasonable methods for the removal of said material. All such structures shall be removed from the Leased Premises at the end of the term of the Lease, or within a reasonable time after expiration of the term of this Lease. The County has the right to drill water wells on the Leased Premises for use in connection with mining operations. On permanent cessation of the use of any well or termination of the Lease, the County shall leave such well and the casing for the Owner, but may remove any pumps or motors. The County shall also be permitted to place its mining equipment on the Leased Premises, which includes but is not limited to front-end loaders, scrapers, bulldozers, dump trucks and a water truck. All improvements and equipment placed on the Leased Premises remain the County's property.
- C. *Limitations on Use.* This Lease and any state, county, or municipal permits obtained by the County for removal of material are for use on County construction and maintenance projects only. The County agrees not to interfere with the Owner's agricultural or grazing pursuits on the rest of the Owner's property, and further agrees that Owner may continue to farm the undisturbed areas within the Leased Premises as mining progresses.
- D. *Limitation of Area.* The County shall confine its operation to the Owner's Mined Land Reclamation Permit area, existing at the time this Lease is executed and as may be modified by the grant of additional expanded permit boundaries, which shall be marked by the Owner by site posts as described below, upon which the County shall be entitled to rely.

- E. *Overburden.* All topsoil or other overburden removed in the mining and extraction operations shall remain on the site for future reclamation use. All gravel extracted and awaiting removal from the premises shall be stored on the site, but shall not cover the topsoil or overburden. The top six inches of soil in any portion of the affected area, not disturbed by previous operations, will be removed and stockpiled prior to any disturbance by the County's operations. Any additional excess overburden will also be removed and stockpiled in piles separate from the top six inches of overburden.

- F. *Slopes, Contours.* All operations and final contours shall be in accord with the specifications described in the applicable Mined Land Reclamation Permit.

- G. *Trash and Debris.* All asphalt, asphalt mix, and trash created by the County (or its contractors) will be removed from the affected area at the termination of the Lease.

- H. *Extension to Remove Stockpiled Material.* Upon termination, this Lease shall be extended beyond the lease term for the limited purpose of allowing the County to remove stockpiled materials that were mined prior to the expiration date of the Lease, all of which shall be removed within 120 days after the expiration of the term of the Lease.

- I. *Reclamation.* Reclamation of the pit surrounding any disturbed area shall be the responsibility and expense of the County and shall be completed pursuant to the Owner's Mined Land Reclamation Permit. The County shall be granted license by the Owner to enter the Leased Premises, after the termination of the Lease and without obligation to pay any additional compensation, to perform the reclamation obligations imposed by the Owner's Mined Land Reclamation Permit until reclamation is satisfactorily completed as determined by the Colorado Mined Land Reclamation Board.

- J. *Storm Water.* The County shall reasonably defend the site from storm water runoff originating from property other than the Owner's by reasonable means, such as berms and dikes and maintenance of the same.

- K. *Records.* The County shall keep an accurate record of all materials removed from the Leased Premises. The Owner shall have the privilege of examining the County's records relating to the Leased Premises during normal business hours.

- L. *Surface Rights.* The County has the right to clear brush and undergrowth from such portions of the Leased Premises as may be reasonably necessary to explore for material or to locate pits, quarries, and stockpile areas.
- M. *Damage to Livestock, Crops, and Improvements.* The County shall repair any damage done to water wells, drinking troughs, storage tanks, and other similar improvements on the Leased Premises. The County shall pay the reasonable value of any livestock or crops that may be injured, killed, destroyed, or damaged by the County or its agents.
- N. *Protection of Premises.* The County shall install, or maintain if already installed, gates or cattle guards at all entrances into the Leased Premises used by the County. Said gates will be locked at night and at all times the area is not used by the County.

8. **Owner's Obligations.**

- A. *Water.* The Owner shall not run water into the existing excavation or future excavations located on the Leased Premises unless the County has previously agreed in writing that the water would not affect its operation. Any necessary water augmentation shall be the sole responsibility of the Owner and at the Owner's sole expense, and shall be completed in a timely fashion.
- B. *Stakes.* The County shall place permanent stakes to mark the boundaries of the area of the Owner's Mined Land Reclamation Permit in such a manner as to not be covered during the operations by stored gravel, topsoil or overburden. Should such stakes be covered or moved by county operations, County agrees to re-stake the permit area.
- C. *Property Taxes.* Owner shall pay all taxes assessed or that may be assessed against the Leased Premises promptly and before they become delinquent, including but not limited to real property taxes and severance taxes.

9. **Applicable Regulations.** Colorado Mined Land Reclamation Rules and Regulations will apply in addition to all other federal, state, and local statutes, rules, and regulations applicable to mining activities. The parties agree to comply with all applicable statutes, rules, and regulations.

10. **Indemnification.** To the extent authorized by law, the County will hold harmless and indemnify the Owner for liability arising from acts or omissions of the County and its employees in the performance of this Lease. The Owner remains responsible for his own acts and for dangerous conditions on the land not attributable to the County or its employees.

11. **Warranty of Title.** The Owner warrants that the Owner has good and legal title to the Leased Premises and the lawful right to grant this Lease to the County, and that the Owner will hold the County harmless from any and all claims from others asserting any interest in the Leased Premises.

12. **Default and Cure.** In the event any default occurs in the performance of any term or condition of this Lease by either party, the non-defaulting party shall have the right to cure. The defaulting party shall have 30 days in which to cure the default, and if the defaulting party fails to cure the default or to commence and diligently pursue such cure within such 30-day period, then the non-defaulting party shall have the right to take action to cure the default, and to charge the expenses thereof to the defaulting party. If the Owner is the defaulting party, such charges may be deducted from any royalties for extraction of materials hereunder due to the Owner. In any event, the charges of cure shall bear interest at the rate of 12 percent per annum from the date incurred until paid.

13. **Sales to Third Parties.**

No persons other than County shall be permitted to mine and remove aggregate from the Leased Premises, except Owner is permitted, to the extent allowed by applicable state or federal rules and regulations, to remove any stockpiled aggregate for Owner's personal use on his own property, as well as up to 100 cubic yards of any stockpiled aggregate, per year, to be used as Owner sees fit on property other than his/her own. No sales of sand, gravel, or rock materials to anyone other than County is permitted during the term of this Lease.

14. **Miscellaneous.**

- A. *Notices.* Any notices required hereunder shall be in writing to the address first set forth above, and shall be deemed delivered upon receipt if delivered by hand or on three days after mailing, if delivered by first class mail, U.S. postage prepaid.

If to the County, the Notice shall be addressed to the Chairman of the Board of County Commissioners with a copy to the County Attorney at the same address.

- B. *Binding Effect.* This Lease shall be binding upon and inure to the benefit of the heirs, administrators, successors, personal representatives or assigns of all of the parties hereto, including any subsequent owner of the Leased Premises who acquires title of the Leased Premises during the term of this Lease.
- C. *Entire Agreement.* This is the entire agreement between the parties and supersedes any of the agreements concerning the subject matter of this transaction, whether oral or written.
- D. *Severability.* If any term or condition of this Lease shall be held to be invalid, illegal, or unenforceable, this Lease shall be construed or enforced without such provision.
- E. *Waiver.* No waiver or assent, express or implied, by the non-breaching party to any breach of any of the covenants of the Lease shall be deemed to be a waiver of any succeeding breach of the same covenant.
- F. *Modification.* Notwithstanding the provisions of Paragraph 3, this Lease shall not be changed or modified except by a writing signed by all parties hereto.
- G. *Recording.* This Lease is given in Colorado concerning Colorado property, and shall be recorded to give public notice thereof.
- H. *Exploration.* The Owner or his lessee has the right to enter onto the property to explore for or to extract oil and gas, provided it does not interfere with the County's gravel and reclamation operations. All surface damage, lease bonus, and royalties connected with the property shall be paid to the Owner and/or other mineral interest owners of record.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement with Option to Buy Gravel Aggregate Material, effective the 3rd day of September, 2024.

OWNER:

COUNTY:

Logan County, Colorado, a political subdivision of the State of Colorado, acting by and through its Board of County Commissioners

Harold Kues
Harold Kues

Mike Brownell, Chairman

Mary Lee Kues
Mary Lee Kues

Joseph A. McBride, Commissioner

Jerry A. Sonnenberg, Commissioner

(SEAL)

ATTEST:

Pamela M. Bacon
Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing Lease Agreement with Option to Buy Gravel Aggregate Material was acknowledged before me on this ____ day of September, 2024, by Mike Brownell, Joseph A. McBride, and Jerry A. Sonnenberg, Board of County Commissioners, and Pamela M. Bacon, Clerk to the Board of County Commissioners of Logan County, Colorado, a political subdivision of the State of Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing Lease Agreement with Option to Buy Gravel Aggregate Material was acknowledged before me on this 20th day of August, 2024, by Harold Kues and Mary Lee Kues.

Witness my hand and official seal.

My commission expires: 5/12/25

JENNIFER MAY CROW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974004673
MY COMMISSION EXPIRES MAY 12, 2025

Jennifer May Crow
Notary Public

FORM 1
PURCHASE PRICE MODIFICATION
HAROLD KUES AND MARY LEE KUES

Pursuant to Paragraph 3 of the Lease Agreement with Option to Buy Gravel Aggregate Material, dated effective September 3, 2024, by and between Harold Kues and Mary Lee Kues, and Logan County, (the "Lease"), Logan County has reviewed the Purchase Price and determined that an adjustment of the Purchase Price is necessary. All defined terms set forth in the Lease are incorporated herein. Effective _____, 20__, the Purchase Price per cubic yard shall be _____.

This Purchase Price Modification is effective as of _____, 20__, and shall continue in effect until modified pursuant to the provisions of Paragraph 3 of the Lease.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Price Modification this ____ day of _____ 20__.

COUNTY:

Logan County, Colorado, a political subdivision of the State of Colorado, acting by and through its Board of County Commissioners

Mike Brownell, Chairman

Joseph A. McBride, Commissioner

Jerry A. Sonnenberg, Commissioner
(SEAL)

ATTEST:

Pamela M. Bacon
Clerk to the Board

STATE OF COLORADO)
) ss.
COUNTY OF LOGAN)

The foregoing Purchase Price Modification was acknowledged before me on this ____ day of _____ 20__, by the Board of County Commissioners for the County of Logan, whose names are set forth above, and Pamela M. Bacon, Clerk to the Board.

Witness my hand and official seal.
My commission expires: _____

Notary Public

NOTICE TO THE LOGAN COUNTY, COLORADO FAIR BOARD REGARDING THE AGREEMENT WITH GILA, LLC DBA MUNICIPAL SERVICES BUREAU DATED MARCH 20, 2018

This notice pertains to the Logan County, Colorado Treasurer/Public Trustee Agreement by and between Gila LLC d/b/a Municipal Services Bureau, a Texas limited liability company (hereinafter, "MSB") with its principal place of business at 8325 Tuscan Way, Bldg. 4, Austin, Texas 78754, and the **Logan County, Colorado Fair Board at 315 Main Street, Sterling, CO 80751.**

WITNESSETH:

WHEREAS, the Parties entered into that certain Goods and Services Agreement, March 20, 2018 (the "Agreement"), pursuant to which the Parties established their respective roles relative to the operation of the Goods and Services Agreement; and

WHEREAS, the Agreement's existing term is expiring August 30, 2024 and MSB wishes to exercise its option to activate an extension for an additional 2 years.

WHEREAS, the LOGAN COUNTY, COLORADO FAIR BOARD and GILA LLC d/b/a Municipal Services Bureau desire to continue said agreement dated March 20th, 2018 in full force and effect per Article 2 of the original agreement until August 30, 2026.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree to continue services outlined in the Agreement dated March 20, 2018.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this notice to be duly effective on March 20, 2018.

ATTEST:

GILA LLC d/b/a Municipal Services Bureau (MSB)

Signature: _____

Printed Name: Elye Sackmary, CPM

Title: President & CEO

Date: 08/20/24

ATTEST:

LOGAN COUNTY, COLORADO FAIR BOARD

Signature: _____

Printed Name: Mike Brownell

Title: County Commissioner Chairmain

Date: 08/20/24

CONTRACT FOR SERVICES

THIS CONTRACT FOR SERVICES (the "Contract") is entered into as of the Effective Date defined below by and between the Logan County, Colorado Fair Board (the "Client") and Gila LLC, a Texas limited liability company, d/b/a Municipal Services Bureau ("MSB"). The Client and MSB are sometimes collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Client is seeking a vendor to provide an online payment acceptance solution, including credit/debit card and E Check; and,

WHEREAS, MSB is in the business of providing payment processing services as an Independent Sales Organization; and,

WHEREAS, MSB desires to serve as the Client's vendor and to provide an online payment acceptance solution, including credit/debit card and E-Check for the Client.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

AGREEMENT

- I. SCOPE OF SERVICES:** Client hereby appoints MSB to perform and MSB shall perform all the services described in Exhibit A ("Services"), which is attached hereto and incorporated herein by reference.

The Client may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of MSB's compensation, which is mutually agreed upon between the Client and MSB, shall be in writing and shall become part of this Contract upon execution by both Parties.

- II. TERM:** It is mutually agreed by the Parties that the initial term of this Contract shall be for two (2) years and shall commence on March 15, 2018 and terminate on March 14, 2020. This Contract, at the option of the Client, may be renewed for one (1) or more successive two-year terms, if notice is given to MSB by the Client no less than thirty (30) days prior to the end of the current term. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the Client's satisfaction with all products and services received during the preceding term.

- III. COMPENSATION:** In consideration of the Services contemplated by this Contract, the Client will pay a fee, as described in Exhibit B, attached hereto and incorporated herein, during the term and in accordance with the provisions of this Contract. MSB will invoice the Client monthly for all fees due and payable to MSB. MSB's compensation

and the fees set forth in Exhibit B are specifically and expressly approved and authorized by the Client. The compensation described in Exhibit B constitutes all of the compensation payable by the Client to MSB in connection with the services set forth in this Contract. In particular, the Client shall have no liability to reimburse or pay MSB any additional amount for any expenses incurred by MSB in connection with the operation of MSB's business or performance of the services set forth in this Contract.

IV. TERMINATION:

- a. By the Client: The Client shall have the right to terminate this Contract, with or without cause, by giving written notice to MSB of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by MSB pursuant to this Contract shall become the Client's property. MSB shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination.
- b. By MSB: MSB shall have the right to terminate this Contract, with or without cause, by giving written notice to the Client of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the MSB pursuant to this Contract shall become the Client's property. MSB shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination.

V. INSPECTION AND AUDIT RIGHTS:

- a. Inspection of Records: MSB agrees that at any time during the term of this Contract, or three (3) years thereafter, upon request of the Client or any authorized representative of the Client, it will make full disclosure to the Client and make available for inspection all of its records associated with work performed under this Contract for the purpose of making an audit, examination excerpts. MSB shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
- b. Right to Audit: Upon reasonable prior written notice to MSB, the Client or any authorized representative of the Client shall have the right to inspect MSB's offices and facilities and to audit MSB's records arising from the services provided to the Client under this Contract for the purpose of monitoring MSB's compliance with the Contract or to fulfill the Client's financial requirements under any local, state or federal law or regulation.
- c. Confidential Business Information: The Client or the Client's authorized representative will make all reasonable efforts to not disclose any MSB documents provided to the Client prior to the execution of this Contract, for

the services contemplated by this Contract or during any audit performed pursuant to this Contract, subject to any applicable law. MSB reserves the right to object to the production of any MSB documents and to pursue any and all remedies MSB has in law and in equity to prevent the release of such documents. MSB agrees to indemnify, defend, save and hold the Client harmless from all costs, damages, and liabilities incurred, including but not limited to court costs, expenses and reasonable attorney's fees, that arise out of non-disclosure of proprietary and/or confidential documents requested under any Open Records Act because of any redaction of such information or protest by MSB according to the terms of this subsection.

VI. INDEMNIFICATION

- a. Indemnification against Infringement: MSB warrants that the copyright in and to the software utilized for this Contract is owned by MSB or is distributed by MSB under a valid current license, that it has the right to license the Services, and that there are no pending liens, claims, or encumbrances against the Services or MSB pertaining to the Services. MSB agrees to notify Client of any actual or anticipated claims made against it or its customers for patent or copyright infringement in the use of the Services. MSB agrees to indemnify, hold harmless, and defend the Client against any and all patent or copyright infringement claims that may be brought against the Client as the result of its use of the Services as authorized by this Contract. The Client shall have the right to participate in the defense of any such claims for patent or copyright infringement at the Client's cost and expense. In the event that it is determined that the Services infringe on any patent or copyright, MSB may (a) procure for the Client the right to continue using the Services; (b) modify the Services so that it becomes non-infringing but continues to provide the same functionality as the original Services; (c) replace the software with non-infringing software that continues to provide the same functionality as the original Services; or (d) if modification or replacement cannot be accomplished in a manner that continues to provide the same functionality, MSB may terminate this Contract and refund to the Client the pro-rated share of any fee for the balance of the year in which the infringement was determined.

VII. GENERAL PROVISIONS:

- A. Independent Contractor: MSB is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the MSB to perform work under this Contract shall be and remain at all times, employees of the MSB for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE CLIENT AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.
- B. Governing Law: The substantive laws of the State of Colorado (and not its

conflicts of law principles) govern all matters arising out of, or relating to, this Contract and all of the transactions it contemplates, including without limitation its validity, interpretation, construction, performance and enforcement.

- C. Notice: All notices, requests, demands, and determinations (individually a "Notice") required under this Contract (other than routine operational communications or as otherwise expressly set forth herein), must be in writing and provided by one or more of the following methods of delivery, each of which for purposes of this Contract is a writing: personal delivery, Registered or Certified Mail (with return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid and proof of delivery provided by courier), facsimile or email.
- i. Each Notice shall be addressed to the appropriate person at the receiving Party ("Addressee") at the address listed below or to such address as a Party may designate by a Notice given in compliance with this section.
 - ii. Notice hereunder is only effective if the requirements of this Section have been strictly fulfilled, and if the Notice was actually received by the Addressee.
 - iii. if a Notice that otherwise fulfills the requirements of this Section is rejected by the Addressee, or if an Addressee refuses to accept such Notice, or if a change in address for which no Notice was given causes the Notice to be undeliverable, then the Notice is effective upon the occurrence of such rejection, refusal or undeliverability.

To the client: Kristine Rodine
Logan County Tourism Center / Fair Coordinator
315 Main St
Sterling, CO 80751
970.522.0888 x 222

To MSB: Gila LLC
8325 Tuscany Way
Austin, Texas 78754
Attention: Barbara Fugler
Barbara.Fugler@gilacorp.com
Phone: 512-371-9995
Fax: 512-371-9994

- D. Counterparts: This Contract may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

- E. Signatory Authority: Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.
- F. No Third Party Beneficiaries: Nothing in this Contract shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Contract shall not confer any right, or remedy upon any person other than the Parties.
- G. Waiver: The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Contract.
- H. Modification: Neither this Contract nor any of its provisions may be amended or otherwise modified, except by a written instrument signed by both Parties and then only to the extent expressly provided therein.
- I. Compliance with All Laws and Regulations: All of the work performed under this Contract by MSB shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. MSB shall also comply with all applicable ordinances, regulations, and resolutions of the Client.
- J. Ambiguities: Each Party and its legal counsel have reviewed this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Contract.
- K. Captions: The captions of this Contract are for convenience only, are not part of the Contract, and do not in any way limit or amplify its terms and provisions.
- L. Severability: To the extent that this Contract may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
- M. Entire Contract: This Contract, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

IN WITNESS HEREOF, the Parties hereto have executed this Contract the day and year last below written.

BOARD OF COUNTY COMMISSIONERS OF
LOGAN COUNTY, COLORADO

By: *B. H. Pelton* 20 MAR 2018
Byron H. Pelton, Chairman (DATE)

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: *B. Fugler* 3/22/2018
Barbara Fugler, VP of Finance/Controller (DATE)



IN WITNESS HEREOF, the Parties hereto have executed this Contract the day and year last below written.

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

By:  20 MAR 2018
Byron H. Pelton, Chairman (DATE)

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By: _____
Barbara Fugler, VP of Finance/Controller (DATE)

Exhibit A

SCOPE OF SERVICES

1. Definitions

1.1. *Client Account*: The account or accounts established or designated by the Client to receive Payments collected or received by MSB on behalf of the Client pursuant to this Contract.

1.2. *Payment or Payments*: The credit card, debit card or e-check payments received or remitted to MSB for the Client's Obligations.

2. Payment Processing Services.

2.1. *Payments*: MSB will process Payments made for goods and services available from the Client via its website and other locations. Amounts for Payments will be entered manually by the individual or entity making the Payment. MSB shall have no control over the amount made or entered for Payment or to reconcile any account balance versus the Payment made.

2.2. *Payment Processing Methods*: MSB will process Payments made for Obligations through the third party technologies defined herein.

2.3. *Payments Reported*: MSB will report Payments received by MSB, if any, and supply reports through MSB's The Nexus gateway on a schedule agreed to by the Parties. MSB's reporting shall be accomplished electronically in a manner and format agreed to by the Parties.

2.4. *Payments Deposited*: Exclusive of MSB's compensation as set forth herein, MSB will electronically deposit Payments, if any, into the Client Account on a schedule agreed to by the Parties.

3. Payment Processing Technology

3.1. Website

3.1.1. MSB will provide a payment website customized as agreed upon by the Parties.

3.1.2. MSB will provide mobile device configured payment website customized as agreed upon by the Parties.

3.2. Customization Fees: MSB will not assess any fees or costs to the Client for customization of website appearance, website verbiage content, web

services or other information transfer protocols, customization of receipt layouts, or integration with the Client's software. If material customization is required after full execution of services herein listed in this Contract, fees for customization, if any, will be mutually agreed by the Parties.

4. Reporting Services: The Client will have access to settlement and other reports related to this Contract via a web portal, referred to herein as The Nexus. Such reports shall include but not be limited to: daily transaction detail, daily batch summary and detail, daily incoming chargeback and retrieval detail, monthly statements, and custom fields to track department specific data. MSB will provide the additional reporting services as agreed upon by the Parties.
5. Access: MSB will provide the Client's authorized representatives with a logon and password to access their module, and perform the administrative functions available through such module. The Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by MSB. Subject to Section 8 below, MSB shall be entitled to rely on any communications it receives under the Client passwords, logon information, and/or account number as having been sent by the Client, without conducting any further checks as to the identity of the user of such information, and MSB shall have no liability related thereto. However, if MSB reasonably believes any such communication or transaction to be suspicious or a fraudulent activity, it shall notify the Client as set forth in Section 8 below. MSB will not be responsible for the operability or functionality of any of the Client's computer equipment, system, browser or internet connectivity, and shall have no liability related thereto.
6. Notice of Unauthorized Activity: Each Party shall immediately notify the other Party in writing and/or by telephone of any potential theft or fraud or discrepancy in account balances, account activity, account status or unauthorized access to or misuse of confidential information.
7. Logos; Trademarks: The Client grants MSB permission and authorization to use and display the Client's logo and trademarks for use in the services contemplated by this Contract, as agreed upon by the Parties.
8. Merchant Account: The Client will not be required to be the holder of a Merchant Account Agreement. MSB will issue designated MID (Merchant ID) and sub-MID numbers for each and every one of the Client's departments that utilizes MSB's services under this Contract.



PRICING AND FEES

Our fee schedules are designed to allow you to obtain the lowest cost on each transaction.

With MSB Payments, we will integrate with Vendini at no cost to the County, and will work directly with Vendini to create a seamless interface for constituents to purchase Fair and event tickets. Based on transaction data provided to MSB with Logan County's initial inquiry, we approximate the average ticket amount to be ~\$18 (which will swing based on the event, this is the baseline only and is derived by dividing annual ticket sales by the number of tickets sold annually).

Table 1: Flat Fee Payment Absorbed Model MSB will pay credit card interchange, dues and assessments out of any fee amount collected during the transaction process. MSB's fee is all inclusive and unless otherwise noted below, is MSB's only compensation. MSB's gateway and ACH (eCheck) systems are both shown below for pricing.

Table 1: Flat Fee Payment Absorbed Model

No.	Transaction Type	Fee	Comments
1.	Credit Card/Debit Card – Visa, MasterCard, Discover (American Express if desired)	\$0.72	
2.	ACH/e-Checks*	\$0.72	
3.	Chargebacks	\$15.00	Per chargeback
4.	Batch fee	\$0.00	
5.	Merchant Account on file	\$0.00	
Additional Services			
1.	Initial setup fee	Waived	
2.	Customization fee	\$125.00	Hourly rate for customization needed beyond any standard modifications of software, services, or features, etc. This only applies after the initial launch of the project

***ACH Electronic Check (e-check)**

An ACH payment or e-check is an easy way for customers to pay for services online, by phone, mail, or fax. Customers simply provide bank information, including routing and account numbers. Payments are electronically debited from the customer's bank account and automatically credited to your bank account. (Online reporting is available to track these transactions.) Payment data is imported and exported to your internal accounting systems, increasing productivity, decreasing expenses, and streamlining business operations. ACH payments can be used for one-time payments or recurring billing plans.

occur including related costs.

**RESOLUTION
NO. 2024-20**

A RESOLUTION AUTHORIZING ASSIGNMENT TO THE COLORADO HOUSING AND FINANCE AUTHORITY OF A PRIVATE ACTIVITY BOND ALLOCATION OF LOGAN COUNTY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.

WHEREAS, Logan County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, Logan County is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, Logan County has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to **September 15, 2024** (the "2024 Allocation"); and

WHEREAS, Logan County has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within Logan County and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, Logan County has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the Board of County Commissioners of Logan County has determined to assign \$1,309,226 of its 2024 Allocation to the Authority, which assignment is to be evidenced by

an Assignment of Allocation between the Board of County Commissioners of Logan County and the Authority (the "Assignment of Allocation").

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County as follows:

- 1. The assignment to the Authority of \$1,309,226 of Logan County's 2024 Allocation be and hereby is approved.
- 2. The form and substance of the Assignment of Allocation be and hereby are approved; provided, however, that the County Attorney be and hereby is authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this Resolution.
- 3. The Chairman of the Board of County Commissioners of Logan County be and hereby is authorized to execute and deliver the Assignment of Allocation on behalf of Logan County and to take such other steps or actions as may be necessary, useful or convenient to effect the aforesaid assignment in accordance with the intent of this Resolution.
- 4. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.
- 5. This Resolution shall be in full force and effect upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 3rd day of September, 2024.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Mike Brownell, Chairman

(Aye)(Nay)
Joseph A. McBride, Commissioner

Aye)(Nay)
Jerry A. Sonnenberg, 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 this 3rd day of September, 2024.

County Clerk and Recorder



assignment of allocation - county

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 3rd day of SEPTEMBER, 2024, is between the County of LOGAN, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2024 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2024, (the "2024 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2024 Allocation; and

WHEREAS, the Assignor has determined that the 2024 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2024 Allocation assigned herein; and

WHEREAS, the Board of County Commissioners of the Assignor has determined to assign to the Assignee all or a portion of its 2024 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 1,309,226 of its 2024 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multifamily rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

County of LOGAN, Colorado

By: _____

Name: MIKE BROWNELL

Title: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

RESOLUTION
NO. 2024-21
(Conditional Use Permit #241)

A resolution granting a Conditional Use Permit (CUP) #241 for the construction, maintenance and operation of a temporary portable concrete batch plant and a portable crusher operated by Castle Rock Construction Company of Colorado, LLC, in portions of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

WHEREAS, Castle Rock Construction Company of Colorado, LLC, has applied for a Conditional Use Permit for the construction, maintenance and operation of a temporary portable concrete batch plant and portable crusher on a parcel located in portions of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado.; and

WHEREAS, the temporary batch plant will be used in support of a CDOT project involving the removal and replacement of damaged concrete panels and building a concrete crossover on Interstate 1-76 between mileposts MP 132.70 and MP 149.3; and

WHEREAS, the property is currently zoned Agriculture with a special use permit being required for the operation of rock crushers and concrete mixing plants; and

WHEREAS, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Conditional Use Permit at its regular meeting on August 20, 2024; and

WHEREAS, all public notices have been provided as required by state statute and the Logan County Zoning Resolution.

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

I. APPROVAL:

The application of Castle Rock Construction Company of Colorado, LLC, for a Conditional Use Permit for the construction, maintenance and operation of a temporary portable concrete batch plant and portable rock crusher by Castle Rock Construction Company of Colorado, LLC, to be located in portions of the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) and the Northeast Quarter of the Southeast Quarter (NE1/4SE1/4) of Section 4, Township 9 North, Range 50 West of the 6th P.M., Logan County, Colorado, is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

The use is compatible with existing land uses in the area, which is zoned Agricultural.

III. CONDITIONS:

1. The permit will commence on the date of the approval of the requested Special Use Permit. The project is scheduled to be completed by October 21, 2025.
2. Equipment shall be a portable concrete batch plant, which will include a control van trailer, generator trailer, powder silo, drum, conveyor belts and material hoppers. Aggregate will be stockpiled on site for use in the batching of concrete. If any changes or alterations from the above equipment or parameters

occur in future phases, the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

BE IT THEREFORE RESOLVED, that the approval of this conditional use permit is subject to the conditions set forth above and is subject to application for renewal for continued permitted use after October 21, 2025. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 3rd day of September, 2024.

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

(Aye)(Nay)
Mike Brownell, Chairman

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

(Aye)(Nay)
Jerry A. Sonnenberg, 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 3rd day of September, 2024.

County Clerk and Recorder

LOGAN COUNTY SPECIAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

Applicant:

Name: Castle Rock Construction Company of Colorado, LLC Phone: (303) 688-6611
Address: 6374 So. Racine Cir Centennial, CO 80111
Email: rtimian@crccllc.com

Landowner:

Name: Dinklage Feed Yard Inc. Phone: (970) 522-8260
Address: PO Box 134 Sydney, NE 69162

Description of Property:

Legal: 1/4 Section NE and SE Section 4 Township 9N Range 50N
Address: 22719 CR 67 Iliff, CO 80736 Access off CR or Hwy: CR 67

New Address Needed: Y or Subdivision Name: NA

Filing NA Lot NA Block NA Tract NA Lot Size NA

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

Proposed Special Use:

We are erecting a portable concrete batch plant and a portable crusher on the proposed site. We will be producing concrete for a CDOT project on Interstate 76. We will be crushing the removed concrete and using it in the new concrete mix. Both operations will run simultaneous.

Terms of Special Use:

This is a proposed short term project specific lease. The lease agreement we have with Dinklage Feed Yard is for 17 Months from the time of any permit approvals required. Attached is a copy of the signed lease agreement.

Building Plans:

NA, All equipment is portable.

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

Dated at Sterling, Colorado, this 11 day of July, 2021

Signature of Applicant: 

Signature of Landowner: _____

Exhibit A - Parcel Location

10 acres located in both the SE Quarter of NE Quarter of Section 4 and NE Quarter of SE Quarter of Section 4 Township 9N Range 50W



LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION

Applicant:

Name: Castle Rock Construction Company of Colorado, LLC Phone: 303-688-6611

Address: 6374 So. Racine Cir Centennial, CO 80111

Email: rtimian@crccllc.com

Landowner:

Name: Dinklage Feed Yard Inc. Phone: 970-522-8260

Address: PO Box 134 Sydney, NE 69162

Description of Property:

Legal: 1/4 Section NE and SE Section 4 Township 9N Range 50N

Address: 22719 CR 67 Iliff, CO 80736 Access off CR or Hwy: CR 67

New Address Needed: Y or Subdivision Name: N/A

Filing N/A Lot N/A Block N/A Tract N/A Lot Size N/A

Current Zoning: Agriculture Current Land Use: Agriculture

Proposed Conditional Use:

We are erecting a portable concrete batch plant and a portable crusher on the proposed site. We will be producing concrete for a CDOT project on Interstate 76. We will be crushing the removed concrete and using it in the new concrete mix. Both operations will run simultaneously.

Terms of Conditional Use:

This is a proposed short term project specific lease. The lease agreement we have with Dinklage Feed Yard is for 17 months from the time of any permit approvals required. Attached is a copy of the signed lease agreement.

Building Plans:

N/A, All equipment is portable.

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

Dated at Sterling, Colorado, this 11th day of July, 2024

Signature of Applicant: _____

Signature of Landowner: _____

COPY

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION

COUNTY USE ONLY

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

Date of Planning Commission Meeting: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Conditional Use Permit:

Chairperson
Logan County Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of the Conditional Use Permit:

Date Granted: _____

Date Denied: _____

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

**RESOLUTION
NO. 2024-22**

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

**SUBDIVISION EXEMPTION FOR
TODD CURLEE REVOCABLE TRUST**

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, Todd and Brittany Curlee, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land known as parcel 1, containing 2.10 acres, more or less, in the Northeast Quarter of Southeast Quarter Section 5, Township 7 North, Range 52 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the West Quarter Corner of Section 5, Township 7 North, Range 52 West, of the 6th Principal Meridian, (as referenced by Annie M. Korbe R.L.S. 26964 in 2016) thence on the North line of the Southwest Quarter of said Section 5, North 87°43'06" East, a distance of 1331.94 feet, to the center west sixteenth corner of said Section 5 thence on the North line of the South half of said Section 5, North 87°43'18" East, a distance of 2713.36 feet, to the center East sixteenth corner of said Section 5 and to the point of beginning.

Thence on the North line of the Southeast Quarter of said Section 5, North 87°54'45" East, a distance of 208.90 feet;

Thence departing said North line on the West line of a property described at Reception Number 718261 of the Logan County Records, South 00°39'39" West, a distance of 437.10 feet;

Thence South 87°40'37" West, a distance of 208.50 feet, to a point on the West line of the Northeast Quarter of the Southeast Quarter of said Section 5;

Thence on said West line of the Northeast Quarter of the Southeast Quarter of said Section 5, North 00°36'12" East, a distance of 437.94 feet, more or less, to the point of beginning.

The above described parcel contains 2.10 acres, more or less, including part of Chambers Drive being the North 30.00 feet of described parcel.

(As represented on official Subdivision Exemption Plat 2024-22); and

WHEREAS, Todd and Brittany Curlee, intend to create a parcel, consisting of 2.10 acres more or less, subdivided from a 29.39 acre parcel in an Agricultural (AG) 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 20, 2024; and

WHEREAS, a public hearing was held by the Board of County Commissioners on

Current Zoning: _____ Current Land Use: Residential _____

Postal Delivery Area: _____ School District: _____

If Deed is recorded in General System: 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: *Type text here* _____

Proposed Water and Sewer Facilities: _____

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

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

Applicant Signature: _____ Date: _____

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**

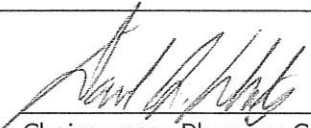
Application Fee: (\$100.00) Date: _____ Receipt #: _____

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)

Joseph A. McBride (Aye) (Nay)

Jerry A. Sonnenberg (Aye) (Nay)

SUBDIVISION EXEMPTION PLAT NUMBER _____

A PARCEL 1, BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 52 WEST, OF THE 6TH P.M. ALSO BEING IN LOGAN COUNTY COLORADO.

Table with 3 columns: Date, Description, Initials. Row 1: 04-25-24, FIELD SURVEY, CJG. Row 2: 04-26-24, DRAFTED SURVEY, CJG.



Table with 4 columns: Project Number, Project Location, Project Code, Last Mod. Date, Subset, Sheet No. Row 1: 533-01-2024, CHAMBERS RD - STERLING CO (LOGAN COUNTY, COLORADO), 553, 04-26-2024, 1 of 2, 1

PROPERTY DESCRIPTION PARCEL 1

A PARCEL OF LAND KNOWN AS PARCEL 1, CONTAINING 2.10 ACRES, MORE OR LESS, IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER SECTION 5, TOWNSHIP 7 NORTH, RANGE 52 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 52 WEST, OF THE 6TH PRINCIPAL MERIDIAN, (AS REFERENCED BY ANNIE M. KORBE R.L.S. 26964 IN 2016) THENCE ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 5, NORTH 87°43'06" EAST, A DISTANCE OF 1331.94 FEET, TO THE CENTER WEST SIXTEENTH CORNER OF SAID SECTION 5, THENCE ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 5, NORTH 87°43'18" EAST, A DISTANCE OF 2713.36 FEET, TO THE CENTER EAST SIXTEENTH CORNER OF SAID SECTION 5 AND TO THE POINT OF BEGINNING;

THENCE ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5, NORTH 87°54'45" EAST, A DISTANCE OF 208.90 FEET;

THENCE DEPARTING SAID NORTH LINE ON THE WEST LINE OF A PROPERTY DESCRIBED AT RECEPTION NUMBER 718261 OF THE LOGAN COUNTY RECORDS, SOUTH 00°39'39" WEST, A DISTANCE OF 437.10 FEET;

THENCE SOUTH 87°40'37" WEST, A DISTANCE OF 208.50 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

THENCE ON SAID WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 5, NORTH 00°36'12" EAST, A DISTANCE OF 437.94 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 2.10 ACRES, MORE OR LESS, INCLUDING PART OF CHAMBERS DRIVE BEING THE NORTH 30.00 FEET OF DESCRIBED PARCEL.

SURVEY NOTES

- 1. ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY WILDCAT SURVEYING. NO ABSTRACT, CURRENT TITLE COMMITMENT OR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO WILDCAT SURVEYING IN THE CREATION OF THIS SURVEY.
2. THIS SURVEY DOES NOT REFLECT A SEARCH OF UNDERGROUND UTILITIES AND IT DOES NOT DEPICT ANY UNDERGROUND UTILITIES OR SUBSURFACE CONFLICTS THAT MAY ARISE.
3. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH ARE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES, RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
4. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE LINE BETWEEN THE CENTER WEST SIXTEENTH CORNER OF SECTION 5 AND THE CENTER EAST SIXTEENTH CORNER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 52 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A GRID BEARING OF NORTH 87°43'18" EAST, A DISTANCE OF 2713.36 FEET AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN). SAID GRID BEARING IS NAD 83 (2011) COLORADO STATE PLANE ZONE 501.
5. ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.
6. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
7. SUBJECT PROPERTY IS LOCATED WITHIN FLOOD ZONE AE AREA. FLOOD ZONE AE BASED ON FEMA FIRM PANEL NUMBER 08075C0877E EFFECTIVE DATE MAY 3, 2021.
8. THIS SURVEY IS A RETRACEMENT OF DEED BOOK 990, PAGE 830, OF THE LOGAN COUNTY RECORDS. THERE IS A CONFLICT AT THE WEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 52 WEST, OF THE 6TH PRINCIPAL MERIDIAN. THE CONFLICTING WEST QUARTER CORNER MONUMENTS SHOWN HEREON HAVE CAUSE CONFUSION ABOUT THE PLACEMENT OF PARCEL 1. THIS SURVEY IS TO ADDRESS THAT ISSUE AND ALSO TO PROVIDE A FORMAL SURVEY OF THE CURRENT PARCEL TO MEET THE COUNTY ZONING REQUIREMENTS.

OWNER'S DEDICATION STATEMENT / CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: TODD M. CURLEE & BRITTANY CURLEE, BEING THE OWNERS OF THE LAND INCLUDED WITH IN THIS SUBDIVISION EXEMPTION SHOWN HEREON AS PARCEL 1, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND WE HEREBY SUBDIVIDE SAID THE DESCRIBED PROPERTY AS, SHOWN ON THE SAID SUBDIVISION EXEMPTION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES:

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS _____ DAY OF _____, 2024.

TODD M. CURLEE

ACKNOWLEDGEMENT NOTARY PUBLIC

STATE OF COLORADO)
)SS
COUNTY OF LOGAN)

THE FOREGOING OWNER'S DEDICATION STATEMENT / CERTIFICATE WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2024

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

WITNESS MY HAND & SEAL

BRITTANY CURLEE

ACKNOWLEDGEMENT NOTARY PUBLIC

STATE OF _____)
)SS
COUNTY OF _____)

THE FOREGOING OWNER'S DEDICATION STATEMENT / CERTIFICATE WAS ACKNOWLEDGED BEFORE ME

THIS _____ DAY OF _____, 2024

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

WITNESS MY HAND & SEAL

SURVEYOR'S STATEMENT

I, CARL JOHN GILBERT, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE BY ME OR UNDER MY SUPERVISION AND THIS PLAT ACCURATELY REPRESENTS SAID SURVEY BASED UPON MY KNOWLEDGE, INFORMATION, AND BELIEF, I ALSO STATE THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS AND IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

I ATTEST THE ABOVE ON THIS 26TH DAY OF APRIL 2024.

Carl John Gilbert

CARL JOHN GILBERT
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38287
FOR AND ON BEHALF OF WILDCAT SURVEYING
307 CHURCH STREET
HARRISBURG, NE 69345
PHONE : 308-279-2072



PLANNING COORDINATOR CERTIFICATE

THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL THE REQUIREMENTS.

LOGAN COUNTY PLANNING COORDINATOR _____ DATED _____

CHAIRMAN - LOGAN COUNTY PLANNING COMMISSION CERTIFICATE

I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHARIMAN - LOGAN COUNTY PLANNING COMMISSION _____ DATED _____

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS _____ DAY OF _____, 2024.

CHARIMAN OF THE BOARD OF COMMISSIONERS _____ DATED _____

ATTEST:
COUNTY CLERK AND RECORDER

BY _____

DATE _____

RECORDER'S CERTIFICATE

I, _____, CLERK AND RECORDER OF LOGAN COUNTY, COLORADO, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY COLORADO ON THE _____ DAY OF _____, 2024, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

_____(SEAL)
CLERK AND RECORDER, LOGAN COUNTY, COLORADO

PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY, RESOLUTION #99-50 RECORDED SEPTEMBER 21, 1999, IN BOOK 925, PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 3rd day of September, 2024, by and between the County of Logan, State of Colorado, hereinafter called "County", and PC telcom the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): (T7N, R54W, SE Sec.31)

(T7N, R54W, NE Sec.6) 60' bore under County Road 14; and

WHEREAS, Applicant desires to install and construct a 1.25" Conduit with Fiber Line, which will be located (**Circle One**) along, bore under or trench across County Road 14, to benefit the above-described premises; and

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

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

- Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct 1.25" Conduit with Fiber Line, described above, in the right of way of County Road 14, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than September 16, 2024.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.
- Applicant hereby releases the County from any liability for damages caused by said

1.25" Conduit with Fiber Line, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above-described improvement.

- No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.
- This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.
- Other Provisions:

Land Owner #1

Printed

Name _____

Signature _____

Land Owner #2

Printed

Name _____

Signature _____

Individual Right-of-Way Permit Applicant:

Pctelcom (Steve Beavers)

Printed name

Steve Beavers

Signature

Address: 2405. InterOcean Ave.

Holyoke, CO 80734

(970) 854-2201

Application Fee Paid \$ 100.00

Date 8/14/2024

Email: steve.beavers@pctelcom.org

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Mike Brownell (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Jerry A. Sonnenberg (Aye) (Nay)

PCTelcom
ROW2024-9 Sept. 2024
County Road 14

Bore under CR 14

Write a description for your map.

Legend

7093 Co Rd 14

7093 Co Rd 14

14

- Bore



100 ft

Google Earth

Image © 2024 Airbus

PCTelcom
ROW2024-9 Sept. 2024
County Road 14

15

If the premises currently has a liquor or beer license, you **must** answer the following questions:

Present Trade Name of Establishment (DBA)

LMR Oil LLC, DBA Sinclair #3

Present Sales License Number

04-01698

Present Class of License

FMB Beer and Wine Retailer

Present Expiration Date

04/06/2025

Section A - Nonrefundable Application Fee

- Application Fee for New License \$1,100.00
- Application Fee for New License - with Concurrent Review \$1,200.00
- Application Fee for Transfer..... \$1,100.00

Section B - Fermented Malt Beverage License Fees

- Retail Fermented Malt Beverage On-Premises (City) \$96.25
- Retail Fermented Malt Beverage On-Premises (County) \$117.50
- Retail Fermented Malt Beverage and Wine (City) \$96.25
- Retail Fermented Malt Beverage and Wine (County) \$117.50
- Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50

Master File Location Fee \$25.00 x Total \$

Master File Background..... \$250.00 x Total \$

Questions? Visit SBG.Colorado.gov/Liquor for more information

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Submit originals to local authority
- Additional information required by the local licensing authority

II. Diagram of the Premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- Separate diagram for each floor (if multiple levels)
- Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- Lease in the name of the applicant **only** (matching question #2)
- Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone : 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (N/A)

V. Sole Proprietor/Husband and Wife Partnership (If Applicable)

- Form DR 4679
- Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- Partnership Agreement (general or limited)
- Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- Copy of Articles of Organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... Yes No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... Yes No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... Yes No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... Yes No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... Yes No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... Yes No

(N/A)

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... Yes No

Ownership Lease Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Atwood Crude LLC	Atwood Petroleum Inc.	09/30/2049

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... Yes No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name		First Name	
N/A			
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	
Last Name		First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest	

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name		First Name	
Randol		Joseph	
Date of Birth (MM/DD/YY)			

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... Yes No

12. Tax Information.

a. 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

b. 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

13. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name			
Reagan Shallal			
Home Address (Number and Street)			
1020 Prospect St			
City		State	ZIP Code
La Jolla		CA	92037
Date of Birth (MM/DD/YY)	Position	Percent Owned	
07/17/1980	Owner	33.3%	

Name			
Rafi Gorges			
Home Address (Number and Street)			
12172 Via Hacienda			
City		State	ZIP Code
El Cajon		CA	92019
Date of Birth (MM/DD/YY)	Position	Percent Owned	
08/14/1980	Owner	33.3%	

Name

Luay Rafou

Home Address (Number and Street)

613 Sandra Ln

City

Ej Cajon

State

CA

ZIP Code

92019

Date of Birth (MM/DD/YY)

02/16/1978

Position

Owner

Percent Owned

33.3%

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.


Printed Name

Reagan Shallal

Title

Owner

Authorized Signature



Date (MM/DD/YY)

08-29-24

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority

8/29/24

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

Each person required to file DR 8404-I has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license. (Check One)

Date of Inspection or Anticipated Date

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S. and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Reagan Shallal

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 its 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

Home Phone Number

Business/Work Phone Number

N/A

970-522-8208

Street Address

4513 Highway 63

City

State

ZIP Code

Atwood

CO

80722

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

Reagan Shallal

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

Date Signed



8-27-24

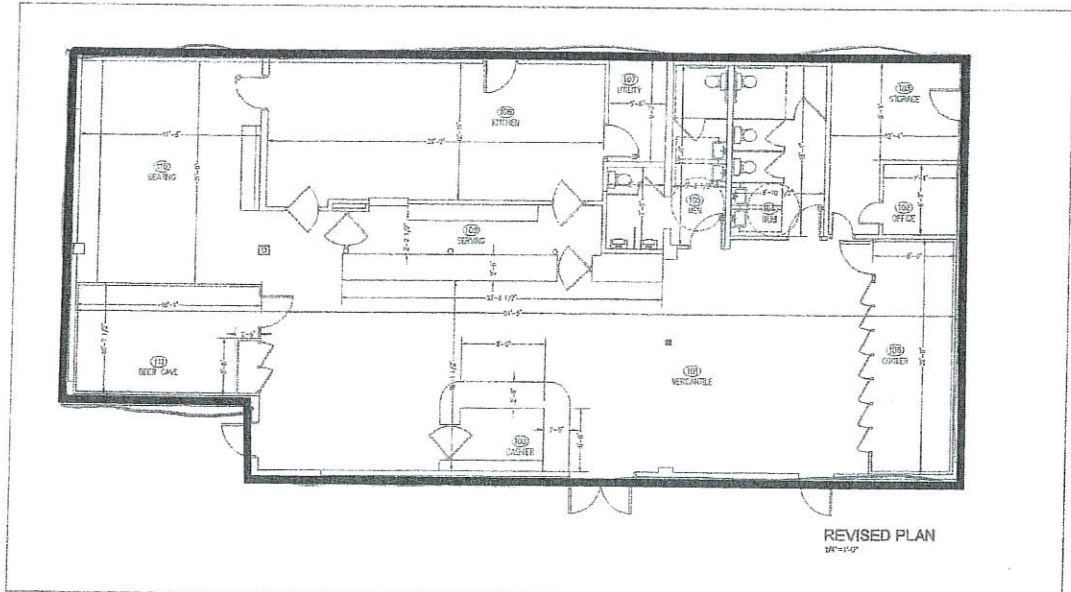
Privacy Act Statement

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).

Question #7: Additional Liquor Licenses

Partners of the applicant Atwood Petroleum Inc. hold a current financial interest in the following additional liquor licenses:

- Black Op Petroleum Inc. – State of California
- RAS Petroleum Inc. – State of California
- Newberry Petroleum – State of California
- Welton Petroleum – State of Arizona
- Vidal Petroleum Inc. – State of California
- Sierraville Fuel Inc. – State of California
- Rafou Crude Inc. – State of California



Entire area to be licensed

C. PELL ARCHITECT, L.L.C.
 6845 ROCKMOUNT WAY, DALLAS, TX 75248



SINCLAIR STATION
 4513 HIGHWAY 83, ATWOOD, CO

SHEET A3
 OF 5

DATE: 2/10/16
 PROJECT: 2016-ATWOOD-01