



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 6, 2022 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 30, 2022 meeting.

Acknowledge the receipt of the Veteran's Service Officer's monthly report and Certification of pay report for the month of August, 2022.

Unfinished Business
New Business

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

Consideration of the approval of extending a March 20, 2018 Contract for Services between Logan County, Colorado Fair Board and Gila LLC, a Texas limited liability company d/b/a Municipal Services Bureau for online payment acceptance solution, including credit/debit card and E Check for an additional 2 (two) years.

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 8, 2022.

Consideration of the approval of Resolution 2022-27 temporarily waiving certain building permit fees for construction activity in Logan County.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, September 20, 2022, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

August 30, 2022

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder - Absent
Rachelle Stebakken	Logan County Deputy Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jerry Casebolt	Logan County Emergency Manager
Trae Miller	Logan County Economic Development
Jerry Sonnenberg	
Tom Kiel	
Tricia Hale	Niyol
Jessica Rodriguez	Niyol
Brandon Smith	Niyol
Terrin Scheopner	Niyol
Chris Carmona	Niyol
Jeff Rice	Journal Advocate

Chairman Pelton called the meeting to order at 9:31 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 16, 2022 meeting.
- Acknowledge the receipt of the Sheriff's Fee report for the month of July 2022.
- Consideration of the approval of an application for renewal of a Fermented Malt Beverage License on behalf of Lu's Buffalo Stop, Inc. 32351 County Road 52, Iliff, Colorado.

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

Chairman Pelton continued with Unfinished Business:

Commissioner McBride moved to award the bid for the purchase of Asphaltic Material and Petroleum Resin product for the 2022 County Road Chip Seal Projects to COBITCO for 80,000 gallons of materials at \$3.83 per gallon. Commissioner Bauder seconded, and the motion carried 3-0.

Chairman Pelton continued with New Business:

Commissioner Bauder moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Buffalo School District RE-4J for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022 and allow the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Frenchman Groundwater Management District for administration of their respective duties concerning the conduct of the General Election to be held November 8, 2022 and allow the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

Commissioner Bauder moved to approve 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 8, 2022 and allow the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a Fourth Amendment to Lease between Logan County and the State of Colorado acting by and through the Department of Higher Education for the use and benefit of Northeastern Junior College relating to the leasing of the Logan County Fairgrounds for the NJC Equine Program and related activities and allow the Chairman to sign. Commissioner Bauder seconded, and the motion carried 3-0.

The Board received a Niyol Wind Energy Center update on the investigation on a tower that collapsed earlier this year in Logan County.

- Tricia Hale, Director of Development for NextEra Energy Resources, gave her report and answered questions the Board had.
- Christopher Carmona, Regional General Manager of wind operations for NextEra Energy, answered questions the Board had.

Other Business

County Offices will be closed Monday, September 5, 2022 in observance of Labor Day.

The next meeting will be scheduled for Tuesday, September 6, 2022, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:51 a.m.

Submitted by:

Rachelle Steffen
Logan County Deputy Clerk

Approved: September 6, 2022

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Byron Pelton, Chairman

Attest:

Logan County Clerk & Recorder



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

County of Logan Month of Aug. 2022

Telephone Calls	from vets \Rightarrow 89 to vets \Rightarrow 89 about vets \uparrow 49	Total calls: 227
Appointments	office \Rightarrow 39 home \Rightarrow 02	Total visits: 41
Outreach	02	Total outreach: 02
Total Served	—	Total served: 268

Surveys Submitted	— 04 —
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Certification by County Veterans Service Officer

I hereby certify that the above monthly report is true and accurate to the best of my knowledge and belief. I have been employed as a county veteran service officer at a rate of:

☐ 34 hours per week or fewer

☒ 35 hours per week or more

For the month of August, 2022 from Logan county.

[Signature]
Signature of County Veterans Service Officer

08/31/2022
Date

Certifications by County Commissioner or Designee

☒ In accordance with CRS 28-5-802, I hereby certify the appointment of our county veterans service officer.

☒ In accordance with CRS 28-5-707, I hereby certify the accuracy of the Report CVA-26 revised September 2021.

County Commissioner or Designee of

County

Date

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

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

Colorado Division of Veterans Affairs
cdvainfo@dmva.state.co.us

Proclamation



WHEREAS, September 17, 2022, marks the two hundred thirty-fifth 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, Byron H. Pelton, Joseph A. McBride and Jane E. Bauder 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 6th day of September, of the year of Our Lord Two Thousand Twenty-Two.

BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

Byron H. Pelton

Joseph A. McBride

Jane E. Bauder

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

This notice pertains to the **LOGAN COUNTY, COLORADO FAIR BOARD** 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 Tuscany 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, 20th, 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 March 14th, 2020 and MSB wishes to exercise its option to activate an extension for an additional 2 (two) 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 30th, 2024.

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 20th, 2018.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this notice to be duly effective on August 30th, 2022.

ATTEST:

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

Signature: _____

Printed Name: _____

Elye Sackmary, CPM

Title: _____

President & CEO

Date: _____

08/30/22

ATTEST:

Logan County Colorado Fair Board

Signature: _____

Printed Name: _____

Byron H. Pelton

Title: _____

County Commissioner Chairman

Date: _____

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.

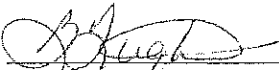
- E. Signatory Authority: Each person signing this Contract in a representative capacity expressly represents that the signatory has the subject Party's authority to so sign and that the subject Party will be bound by the signatory's execution of this Contract.
- F. No Third Party Beneficiaries: Nothing 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.

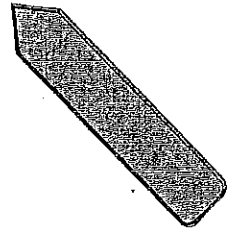
IN WITNESS HEREOF, the Parties hereto have executed this Contract the day and year last below written.

BOARD OF COUNTY COMMISSIONERS OF
LOGAN COUNTY, COLORADO

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

GILA LLC d/b/a MUNICIPAL SERVICES BUREAU

By:  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

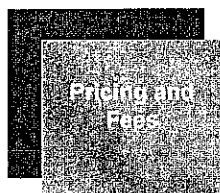
3.1. Website

- 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.

LOGAN COUNTY

AUG 30 2022

CLERK & REC

INTERGOVERNMENTAL AGREEMENT

**General Election
November 8, 2022**

THIS AGREEMENT is made and entered into this 30 day of August, 2022, 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 8, 2022.

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 8, 2022**, as a "**General Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

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

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 30, 2022**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

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

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

1. **COSTS:**

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

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

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices, temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

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

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

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

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

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

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

2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 9, 2022**, 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, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

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

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

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 30, 2022.**

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 9, 2022.**

9. **ELECTION DAY ACTIVITIES:**

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

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

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 26, 2022.** [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 taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

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

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110 day before the general election (**Thursday, July 21, 2022**) 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 6, 2022 (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 14, 2022 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

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

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

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

17. **CAMPAIGN FINANCE:**

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

18. **APPROPRIATE FILING OFFICE:**

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

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of

the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.

20. LIMITATIONS OF DAMAGES:

If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

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

1. COSTS:

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

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

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

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

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

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

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

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

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

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 9, 2022**, 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 9, 2022**.

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

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

3. **ELECTION JUDGES:**

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

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

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

4. **SIGNATURE VERIFICATION:**

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

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 19, 2022 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

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

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

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

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

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

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

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

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

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

9. **ELECTION DAY ACTIVITIES:**

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

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

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

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

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

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

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

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

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

11. **STORAGE AND RECORDS:**

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

12. **TABOR NOTICE:**

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

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

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

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

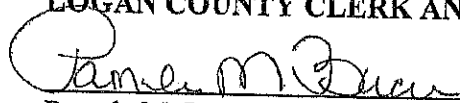
Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must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

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

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 9, 2022, and must include the voter's full name, mailing address, and Colorado Voter ID number.

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

LOGAN COUNTY CLERK AND RECORDER



Pamela M. Bacon

315 Main Street, Ste. 3, Sterling, CO 80751

Phone: (970) 522-1544

Fax: (970) 522-2063

Email: baconp@logancountyco.gov

APPROVED:

BOARD OF COUNTY COMMISSIONERS

LOGAN COUNTY, COLORADO

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board

Town of Crook

By: 

Printed Name: Teresa Kettle

Title: Town Clerk

Designated Election Official for the Entity:

Teresa Kettle

Mailing Address: P.O. Box 158

Crook Co. 80726

Phone: (970) 886-2222

Fax: () _____

Email: townofcrook@hartuntd.net

RESOLUTION

NO. 2022 - 27

A Resolution of the Board of County Commissioners of Logan County, Colorado, temporarily waiving certain building permit fees for construction activity in Logan County.

WHEREAS, the Board of County Commissioners of Logan County, Colorado, has adopted uniform building permit fees in the form of Resolution No. 2017-11, which are collected at the time building permits are issued by the Logan County Planning and Zoning Department; and

WHEREAS, the inflationary state of the current economy is making it unaffordable for the citizens of Logan County to undertake new construction activity, which hinders economic development, particularly in agricultural enterprises, new commercial businesses and residential housing; and

WHEREAS, to the extent that building permits are required before new construction activities are undertaken, a waiver of certain building permit fees is a means to encourage ongoing construction development in the face of rising inflation.

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

The collection of building permit fees for construction of new structures or expansion of existing structures shall be waived as follows:

1. Residential Building Permits - the building permit fee shall be waived to the extent of the first \$250,000 in total construction cost.
2. Commercial Building Permit (Non-Agricultural) - the building permit fee shall be waived to the extent of the first \$250,000 in total construction cost, except that there shall be no fee waiver for construction related to wind powered generating facilities or community solar garden facilities .
3. Commercial Building Permit (Agricultural) - the building permit fee shall be waived in its entirety for the following categories:
 - a. Construction of agricultural structures (but not residential structures) on land classified as Agricultural Land (Farm or Ranch) for purposes of property taxation; or
 - b. Construction on land that is classified for purposes of property taxation as "All Other Agricultural," or on land that will be so classified after construction is completed, as determined by the County Assessor; or
 - c. Construction in connection to the following agricultural zoning land use categories:
 - i. Dairies;
 - ii. Feedlots;
 - iii. Processing (commercial) of agricultural products;
 - iv. Agricultural equipment sales and service; or
 - v. Nurseries and greenhouses.

The Board of County Commissioners of Logan County, Colorado, deems the relief granted by this Resolution necessary due to the hardship caused by current economic conditions and that same is necessary to protect the health, safety and welfare of the citizens of Logan County.

The relief afforded by this Resolution shall become effective retroactive to January 1, 2022 for building permits issued on and after that date and shall sunset on September 6, 2024 unless sooner terminated by further action of the Board of County Commissioners.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 6th day of September, 2022.

THE BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

_____(Aye) (Nay)
Byron H. Pelton, Chairman

_____(Aye) (Nay)
Joseph A. McBride

_____(Aye) (Nay)
Jane E. Bauder

ATTEST:

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 6th day of September, 2022.

County Clerk and Recorder