

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

**Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 18, 2015 - 9:00 a.m.**

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

Approval of the Minutes of the August 4, 2015 meeting.

Acknowledge receipt of the Landfill Supervisor's report for the month of July, 2015.

Acknowledge receipt of the Treasurer's report for the month of July, 2015.

Acknowledge receipt of the Clerk and Recorder's report for the month of July, 2015.

**Unfinished Business
New Business**

Consideration of the approval of an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

Consideration of the approval of an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and the Highland Park Sanitation District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

Consideration of the approval of a license agreement between Logan County and CoreLogic Spatial Solutions, LLC for the purchase and use of the certain county GIS data.

Consideration of the approval of an agreement between Logan County and Sandra K. Needham for use of the county's right of way across CR 30 for a driveway access.

**Other Business
Miscellaneous Business/Announcements**

The next regular business meeting will be scheduled for Tuesday, August 25, 2015, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

August 4, 2015

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela M. Bacon	Logan County Clerk
Rob Quint	Logan County Planning and Zoning
Marilee Johnson	Logan County Fair Board
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions or corrections for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes for the July 28, 2015 meeting.

Commissioner Meisner moved to approve the Consent Agenda for the August 4, 2015 board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve an agreement between Logan County and Theatrical Media Services for providing a mobile stage, sound and lighting for the 2015 Logan County Fair concert and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve an application and Resolution 2015-23 for a conditional use permit on behalf of Rhodes Automotive, Inc. to operate an automotive and diesel repair shop in the S½, NW¼, Sec. 30, T8N, R52W of the sixth PM, also known as 13526 CR 37, Sterling, Colorado. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve an application and Resolution 2015-24 for a conditional use permit on behalf of Simon Contractors, Inc. to operate a temporary hot asphalt batch plant in the W½ of Section 36, T7N, R53W and the SW¼ of Section 31, T7N, R52W of the 6th PM, Sterling, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, August 11, 2015 at 9 a.m. at the Logan County Courthouse in the hearing chambers.

There being no further business to come before the Board the meeting was adjourned at 9:13 a.m.

Submitted by:



Logan County Clerk & Recorder

Approved: August 11, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

+

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751
(970)522-8657 Fax---(970)522-1995

FOR JULY 2015		TONS	PRICE	CHARGES
City of Sterling (Packers)CHG	SF	580.51	@ \$1.07	\$621.15
City of Sterling (Dump Trucks)CHG	CL	124	@ \$20.00	\$2,480.00
City of Sterling Cleanup CHG	SFCC		@ \$1.07	\$0.00
Commercial (Packers & Roll Offs)	C	1247.16	@ \$21.00	\$26,190.36
Out of County	OC	12.41	@ \$42.00	\$521.22
General Public		219.93	@ \$21.00	\$4,618.53
Area Town Clean-ups	CPC		@ \$1.00	\$0.00
Petroleum Contaminated Soil	PCS		@ \$25.00	\$0.00
				\$0.00
>5 Tons on Free Certificate Days	XTON	28.33	@ \$21.00	\$594.93
Rural Free Certificate Days	NC	130.19	NC	
TOTAL TONS		2342.53		
\$10.00 MINIMUM DIFFERENTIAL				\$942.13
E-Waste Recycling		81 ITEMS		\$397.00
E-Waste Recycling	NC		NC	
GEW (Government E-Waste)			lb \$0.08	\$0.00
Outgoing Recycled Tires/Metal/Wood				
Car Tires (CHG)		104	@ \$5.00	\$520.00
Truck Tires (CHG)		2	@ \$8.00	\$16.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)		4	@ \$12.00	\$48.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R&B Illegally Disposed Tires & Matts (NC)			NC	
Mattresses/Box Spring (CHG)		138	@ \$3.00	\$414.00
Mattresses/Box Spring (NC)			NC	
Appliances (CHG)		7	@ \$5.00	\$35.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@	\$0.00
Unsecured/Unauthorized Loads (CHG)			@ \$10.00	\$0.00
CASH				\$4,092.87
CHARGE				\$33,305.45
TOTAL				\$37,398.32
GALLONS OF OIL RECEIVED				
TOTAL # OF VEHICLES		811		

Pam Jerdig 8/1/2015

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

JULY	TONS	CPC (CLOSURE)
CASH	215.42	394.77
CHARGE	1422.60	1454.64
CITY OF STERLING	704.51	NA
TOTAL	2342.53	\$1,849.41
E-WASTE	0	NA
GEW		NA
RECYCLED METAL		NA
RECYCLED TIRES		NA
RECYCLED WOOD	0	NA
GRAND TOTAL TNS	2342.53	

Pam Jerdig
 8/1/2015

**LOGAN COUNTY TREASURER'S MONTHLY REPORT
REPORT OF COUNTY FUNDS ONLY
JULY 2015**

COUNTY FUNDS	6/30/15 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/15 BALANCE
010 COUNTY GENERAL	\$ 8,070,013.33	\$ 63,672.01	\$ 61,174.00	\$ 170,064.18	\$ -	\$ (852,205.85)	\$ (2,646.99)	\$ 7,510,070.68
020 ROAD & BRIDGE	\$ 3,086,958.40	\$ 4,188.24	\$ 4,842.87	\$ 442,432.99	\$ -	\$ (267,182.12)	\$ (4,329.58)	\$ 3,266,910.80
050 CAPITAL EXPENDITURES	\$ 460,012.01	\$ 1,260.19	\$ 1,210.67	\$ 143,229.66	\$ -	\$ (3,929.00)	\$ (25.20)	\$ 601,758.33
060 JUSTICE CENTER	\$ 2,533,750.23	\$ -	\$ -	\$ 137,833.49	\$ -	\$ (10.00)	\$ (2,747.11)	\$ 2,668,826.61
070 TELEVISION FUND	\$ 46,807.89	\$ -	\$ -	\$ -	\$ -	\$ (2,695.29)	\$ -	\$ 44,112.60
080 PEST CONTROL	\$ 180,021.07	\$ 1,431.79	\$ 1,049.30	\$ 2,002.16	\$ -	\$ (9,557.40)	\$ (28.64)	\$ 174,918.28
100 LODGING TAX	\$ 166,498.99	\$ -	\$ -	\$ 12,352.35	\$ -	\$ (11,459.07)	\$ -	\$ 167,392.27
110 SOLID WASTE	\$ 1,224,556.46	\$ -	\$ -	\$ 169,469.32	\$ -	\$ (457,531.90)	\$ -	\$ 936,493.88
111 SOL WST CLOSURE	\$ 328,489.90	\$ -	\$ -	\$ 2,906.51	\$ -	\$ -	\$ -	\$ 331,396.41
120 CONSERVATION TRUST	\$ 41,882.96	\$ -	\$ -	\$ 2.80	\$ -	\$ (34,112.13)	\$ -	\$ 7,773.63
300 CONTINGENT	\$ 526,027.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 526,027.55
444 CLERK DIGITAL CONV.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
600 AMBULANCE FUND	\$ 315,546.09	\$ -	\$ -	\$ 96,263.09	\$ -	\$ (79,355.52)	\$ -	\$ 332,453.66
% TAX COLLECTED TO DATE								97.26%
TOTALS	\$ 16,980,564.88	\$ 70,552.23	\$ 68,276.84	\$ 1,176,556.55	\$ -	\$ (1,718,038.28)	\$ (9,777.52)	\$ 16,568,134.70

STATE OF COLORADO)
 : ss.
COUNTY OF LOGAN)

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$217,382.69 for the month of JULY 2015 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2015 is \$12,368.08 which includes fees for the County and all taxing authorities.

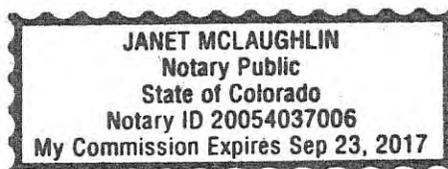
Patricia Bartlett

Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 6th day of AUGUST 2015, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: 09/23/17

Janet McLaughlin
Notary Public



CLERK FEES COLLECTED FOR THE JULY 2015

RECORDING FEES RETAINED

Real Estate Recording	7,850.00
Surcharge	383.00
Documentary Fees	716.46 (58)
Torrens Title Recording (1/2 to General Fund)	0.00 (00)
Marriage/Civil License	140.00 (20)
Copies/Faxes/Notary	720.00
Misc. Recording	1,000.00
Misc. Election	0.00
Short Check Fees	40.00
Total	\$10,849.46

RECORDING FEES TO STATE

Marriage/Civil License CO	400.00
Marriage/Civil License VR	60.00
TOTAL TO STATE	\$460.00

MOTOR VEHICLE FEES RETAINED

State Sales Tax Vendor Fee	1,134.22
City Sales Tax Vendor Fee	1,356.05
Summary Title Apps	2,733.00
Other Fees	6,473.47
No Insurance Ticket Fee	452.50
Total County Registration Fees (General Fund)	11,269.30
County Special Purpose Fund (General Fund)	1,434.50
Police Training Vendor Fee (General Fund)	102.63
Registration Fees (\$1.50/\$2.50)	8,971.00
County MV Late Reg Fees	2,280.00
Ownership Tax Distributed	154,545.14
County Sales Tax	29,978.18
Total	\$220,729.99

MOTOR VEHICLE FEES TO STATE

Sales Tax -- State of Colorado	32,926.21
Registration Remittance Fees	200,783.01
Title Remittance Fees	2,018.90
Sales Tax -- RTA	976.14
TOTAL TO STATE	\$236,704.26

MOTOR VEHICLE FEES TO CITY

Sales Tax -- City of Sterling	\$25,764.80
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Ownership Tax collected by Dept of Rev (Class A)	\$30,471.84
Ownership Tax collected by Dept of Rev (Class F)	\$5,479.97

FEES RETAINED THIS MONTH \$231,579.45

FEES RETAINED YEAR TO DATE \$1,987,019.58

INTERGOVERNMENTAL AGREEMENT
Coordinated Election
November 3, 2015

JUL 31 2015

CLERK & REC

THIS AGREEMENT is made and entered into this 31st day of July, 2015, by and between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (hereinafter referred to as "County Clerk"), and **City of Sterling** (hereinafter referred to as "District"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

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 District have each made a finding that it is in their best interest to conduct the election to be held on **November 3, 2015**, 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. Said election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

 X Ballot Issue (TABOR) X Ballot Questions X Candidates

2. Except as otherwise provided in this Agreement, the County Clerk shall act as the coordinated election official for the conduct of the election for District 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 District and the procedures to be completed by the County Clerk hereunder. The District shall designate an election official who shall act as the primary liaison between the District and the County Clerk, and who will have primary responsibility for the conduct of election procedures to be handled by the District hereunder. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the District from their official responsibilities for the conduct of the election.
3. The District encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the District within Logan County.
4. Actual use of this Agreement for any election held by the District shall be conditioned upon:
 - a. A determination, by **Resolution of the governing body of the District**, that an election is required and that the election should be held as a coordinated election, and execution by District of the Intergovernmental Agreement;

- b. **Notice of Resolution and Intergovernmental Agreement** being delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2015**). [Section 1-7-116(2), C.R.S.]
- c. Acceptance of the notice indicated in (2) above by the County Clerk and determination by the County Clerk that the County Clerk shall undertake its duties under the Agreement, with notice of such determination to be delivered to the District within five (5) days of the County Clerk's receipt of such notice indicated in (2) above.

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

THE COUNTY CLERK SHALL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE DISTRICT:

1. **Costs:**

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

Keep a careful and accurate accounting of time, supplies, and salaries that are chargeable to the District.

District'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 District, and shall be calculated as follows:

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

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

The governing body calling the election shall pay the cost of conducting a nonpartisan election, including the cost of printing and supplies.

If more than one nonpartisan governing body 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.)

Counties are responsible for the costs of the off-year election, including the cost of printing and supplies, if a statewide issue is on the ballot. District will be charged only that portion of the actual cost of the election directly attributable to its election.

County Clerk will submit to District a statement of charges (for costs incurred by the county and not billed directly to the District by an outside vendor) in a timely manner.

2. **Ballot Preparation:**

County Clerk will create the layout of the text 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 reasonably expected to be required based on the number of registered voters in the District to be printed for each jurisdiction within the county.

District must certify the ballot content to the County Clerk **no later than, Friday, September 4, 2015**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots. The District shall be solely responsible for the language, content, and accuracy of the ballot content. The ballot text shall be provided in Microsoft Word format, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

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.

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2015**.

The County Clerk shall fax or transmit electronically the printed ballot to District and District shall return the ballot following review, proofreading and approval within **one (1) working day of receipt**, by fax, electronic transmission or hand-delivery, *unless requested sooner by the printer*.

3. **Election Judges:**

The County Clerk will supervise, administer, and train election judges provided by the district/political parties 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.

The County Clerk will supervise, administer and train election judges provided by the district/political parties for verification of voted ballots prior to counting.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the District 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.

District 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

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 be responsible for creating the voter registration lists and mailing labels for the election. The County Clerk will print or email one computer list of all registered electors in District for use in conjunction with petition verification 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.

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 District) to conduct the aforesaid election, at a rate based on the number of registered electors in the District, where applicable.

7. **Notice of Election:**

The County Clerk shall publish Notice of Election. District's 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 1-7.5-107(2.5)(a)] **Wednesday, October 14, 2015** (at least 20 days before each election if conducting as a mail in ballot election)

8. **Election Day Preparation:**

The designated election official shall conduct a Logic and Accuracy Test.

The designated election official shall create a Testing Board consisting of at least two persons, one from each major political party.

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

District may designate one person, who shall be allowed to witness all public tests and the counting of pretest votes and may witness the resetting of each device that passed the test to a preelection state of readiness and the sealing of each such device in order to secure its state of readiness.

9. **Election Day Activities:**

The County Clerk will provide support on the day of the election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the District's ballots is 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, train and supervise election judges provided by either the district or political party, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will train and supervise judges who will serve as the verification board for the counting of ballots.

The County Clerk will establish backup procedures and backup site 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 District (shared with all other Districts whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and otherwise oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the District, 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 District's election within the time required by law and forthwith provide the District 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 shall store all election records, and any other such materials as required under the code, for period of at least (25) months after the election. Such storage shall be accessible by the District, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR Notice:**

The County Clerk will print information in the TABOR Notice Exactly as such information is submitted by the District. The County Clerk will determine how to order notices for participating districts; however, materials supplied by the district shall be kept together as a group.

13. **Mailing the TABOR Notice:**

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 district if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

14. **Property Owners:**

Special Districts Only: The County Clerk will be mailing TABOR notices to active registered electors who do not reside within the county where the political subdivision is located but are registered electors in the State of Colorado.

The County Clerk will obtain a list of property owners list for the district from the Logan County Assessor to be used to review against the voter registration.

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

1. **Ballot Certification:**

The District must certify ballot content to County Clerk no later than **Friday, September 4, 2015**, 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.]

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 District shall submit the final in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file by e-mail to baconp@logancountyco.gov and submit a printed text 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 District is 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.

2. **Amendment 1 Notice:**

The District shall provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Tuesday, September 22, 2015**. [Section 1-7-904, C.R.S.]

The District shall provide all completed Article X, Section 20 notices in hard copy accompanied by a computer zip drive compatible with Microsoft Word or e-mail with a hard copy. The notice shall be provided in Microsoft Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

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

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

3. **Costs:**

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

4. **Call and Notice:**

District shall be responsible for publication of a call for nominations, if applicable.

5. **Petitions - Preparation and Verification:**

District will be responsible for the approval of petitions and will verify the signatures on the petitions circulated within the District. The District will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list.

District will do all tasks required by law 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, and affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

6. **Property Ownership Verification:**

Special Districts only: Provide personnel to verify property ownership within said District and Colorado voter registration, upon request of County Clerk.

Per Secretary of State Rule 4.1.3 The designated election official of each participating political subdivision must 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.

7. **Election Judges:**

A maximum of three (3) people, to be appointed as election judges, shall be provided by the District 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.

District 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

8. **Testing of Ballots:**

Prior to election, *upon request by District*, County Clerk shall supply District with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. A representative from the District will be required to be present for counting of the test decks prior to the election if test ballots are requested.

The County Clerk will determine testing times and District will be notified in advance. Request for test ballots should be made on or before **Friday, September 4, 2015.**

9. **Election Day Activities:**

District shall provide personnel, upon request of the County Clerk, to serve as election judges to assist with final ballot preparation prior to counting. In the event the County Clerk must appoint judges to represent District, a fee not to exceed \$20.00 per hour per judge will be assessed to District. Appointees of the District will be sworn in and deputized as an election judge.

District shall 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. **Recount:**

District shall 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

11. **Write-In Candidates:**

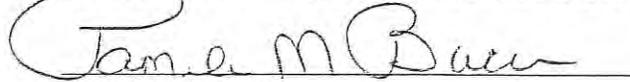
(if applicable) District will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Monday, August 31, 2015**) and forward a copy via fax or email daily to the County Clerk.

12. **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 District, expenses incurred by the County Clerk on behalf of District relating to the election, both before and after the County Clerk's receipt of such notice, shall be paid by the District within thirty (30) days after receiving the County Clerk's invoice and receipt of all documentation of applicable costs. **Tuesday, September 1, 2015** (63 days before the election) is the deadline for cancellation of the election, if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions. **Friday, October 9, 2015** (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.]

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

LOGAN COUNTY CLERK & 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**

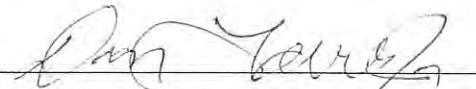
Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

City of Sterling

By: 

Printed Name: Dan Torres, Jr.
Title: Mayor
6/9/15

Designated Election Official for District:
Debra Lyn Forbes, City Clerk
Mailing Address: P. O. Box 4000
Sterling, CO 80751
Phone: (970) 522-9700
Fax: (970) 521-0632
Email: dforbes@sterlingcolo.com

APPROVED AS TO FORM:



City Attorney 060815

* * * * *

On or before **Tuesday, August 25, 2015**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 1, 2015**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days

No later than **Friday, September 4, 2015**: Certify ballot content to County Clerk [1-5-203(3) (a), C.R.S.] 60 days

Friday, September 18, 2015: Last day to file pro/con comments pertaining to local ballot issue with the designated election official in order to be included in the issue mailing (Friday before the 45th day before the election) [1-7-901(4)]

No later than **Tuesday, September 22, 2015**: Provide full text of Article X, Section 20 ballot issue notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 9, 2015**: May withdraw one or more ballot issues or questions. [1-5-208(2), C.R.S.] 25 days

NO ELECTION MAY BE CANCELLED IN PART!

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 3, 2015

LOGAN COUNTY

AUG 13 2015

THIS AGREEMENT is made and entered into this 13 day of Aug, 2015, by and between **LOGAN COUNTY CLERK & REC**
Logan County, Colorado, acting by and through the **LOGAN COUNTY CLERK AND**
RECORDER (hereinafter referred to as "County Clerk"), and **Highland Park Sanitation**
District (hereinafter referred to as "District"), for administration of their respective duties
concerning the conduct of the Coordinated Election to be held November 3, 2015.

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 District have each made a finding that it is in their best interest to conduct the election to be held on **November 3, 2015**, 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. Said 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 Candidates

2. Except as otherwise provided in this Agreement, the County Clerk shall act as the coordinated election official for the conduct of the election for District 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 District and the procedures to be completed by the County Clerk hereunder. The District shall designate an election official who shall act as the primary liaison between the District and the County Clerk, and who will have primary responsibility for the conduct of election procedures to be handled by the District hereunder. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the District from their official responsibilities for the conduct of the election.
3. The District encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the District within Logan County.
4. Actual use of this Agreement for any election held by the District shall be conditioned upon:
 - a. A determination, **by Resolution of the governing body of the District**, that an election is required and that the election should be held as a coordinated election, and execution by District of the Intergovernmental Agreement;

- b. **Notice of Resolution and Intergovernmental Agreement** being delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 25, 2015**). [Section 1-7-116(2), C.R.S.]
- c. Acceptance of the notice indicated in (2) above by the County Clerk and determination by the County Clerk that the County Clerk shall undertake its duties under the Agreement, with notice of such determination to be delivered to the District within five (5) days of the County Clerk's receipt of such notice indicated in (2) above.

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

THE COUNTY CLERK SHALL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE DISTRICT:

1. **Costs:**

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

Keep a careful and accurate accounting of time, supplies, and salaries that are chargeable to the District.

District'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 District, and shall be calculated as follows:

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

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

The governing body calling the election shall pay the cost of conducting a nonpartisan election, including the cost of printing and supplies.

If more than one nonpartisan governing body 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.)

Counties are responsible for the costs of the off-year election, including the cost of printing and supplies, if a statewide issue is on the ballot. District will be charged only that portion of the actual cost of the election directly attributable to its election.

County Clerk will submit to District a statement of charges (for costs incurred by the county and not billed directly to the District by an outside vendor) in a timely manner.

2. **Ballot Preparation:**

County Clerk will create the layout of the text 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 reasonably expected to be required based on the number of registered voters in the District to be printed for each jurisdiction within the county.

District must certify the ballot content to the County Clerk **no later than, Friday, September 4, 2015**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots. The District shall be solely responsible for the language, content, and accuracy of the ballot content. The ballot text shall be provided in Microsoft Word format, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-throughs, or symbols).

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.

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 4, 2015**.

The County Clerk shall fax or transmit electronically the printed ballot to District and District shall return the ballot following review, proofreading and approval within **one (1) working day of receipt**, by fax, electronic transmission or hand-delivery, *unless requested sooner by the printer*.

3. **Election Judges:**

The County Clerk will supervise, administer, and train election judges provided by the district/political parties 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.

The County Clerk will supervise, administer and train election judges provided by the district/political parties for verification of voted ballots prior to counting.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the District 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.

District 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

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 be responsible for creating the voter registration lists and mailing labels for the election. The County Clerk will print or email one computer list of all registered electors in District for use in conjunction with petition verification 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.

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 District) to conduct the aforesaid election, at a rate based on the number of registered electors in the District, where applicable.

7. **Notice of Election:**

The County Clerk shall publish Notice of Election. District's 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 1-7.5-107(2.5)(a)] **Wednesday, October 14, 2015** (at least 20 days before each election if conducting as a mail in ballot election)

8. **Election Day Preparation:**

The designated election official shall conduct a Logic and Accuracy Test.

The designated election official shall create a Testing Board consisting of at least two persons, one from each major political party.

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

District may designate one person, who shall be allowed to witness all public tests and the counting of pretest votes and may witness the resetting of each device that passed the test to a preelection state of readiness and the sealing of each such device in order to secure its state of readiness.

9. **Election Day Activities:**

The County Clerk will provide support on the day of the election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the District's ballots is 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, train and supervise election judges provided by either the district or political party, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will train and supervise judges who will serve as the verification board for the counting of ballots.

The County Clerk will establish backup procedures and backup site 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 District (shared with all other Districts whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and otherwise oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the District, 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 District's election within the time required by law and forthwith provide the District 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 shall store all election records, and any other such materials as required under the code, for period of at least (25) months after the election. Such storage shall be accessible by the District, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR Notice:**

The County Clerk will print information in the TABOR Notice Exactly as such information is submitted by the District. The County Clerk will determine how to order notices for participating districts; however, materials supplied by the district shall be kept together as a group.

13. **Mailing the TABOR Notice:**

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 district if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

14. **Property Owners:**

Special Districts Only: The County Clerk will be mailing TABOR notices to active registered electors who do not reside within the county where the political subdivision is located but are registered electors in the State of Colorado.

The County Clerk will obtain a list of property owners list for the district from the Logan County Assessor to be used to review against the voter registration.

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

1. **Ballot Certification:**

The District must certify ballot content to County Clerk no later than **Friday, September 4, 2015**, 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.]

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 District shall submit the final in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file by e-mail to baconp@logancountyco.gov and submit a printed text 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 District is 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.

2. **Amendment 1 Notice:**

The District shall provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Tuesday, September 22, 2015**. [Section 1-7-904, C.R.S.]

The District shall provide all completed Article X, Section 20 notices in hard copy accompanied by a computer zip drive compatible with Microsoft Word or e-mail with a hard copy. The notice shall be provided in Microsoft Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strike-outs, strike-through, or symbols).

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

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

3. **Costs:**

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

4. **Call and Notice:**

District shall be responsible for publication of a call for nominations, if applicable.

5. **Petitions - Preparation and Verification:**

District will be responsible for the approval of petitions and will verify the signatures on the petitions circulated within the District. The District will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list.

District will do all tasks required by law 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, and affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

6. **Property Ownership Verification:**

Special Districts only: Provide personnel to verify property ownership within said District and Colorado voter registration, upon request of County Clerk.

Per Secretary of State Rule 4.1.3 The designated election official of each participating political subdivision must 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.

7. **Election Judges:**

A maximum of three (3) people, to be appointed as election judges, shall be provided by the District 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.

District 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

8. **Testing of Ballots:**

Prior to election, *upon request by District*, County Clerk shall supply District with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. A representative from the District will be required to be present for counting of the test decks prior to the election if test ballots are requested.

The County Clerk will determine testing times and District will be notified in advance. Request for test ballots should be made on or before **Friday, September 4, 2015.**

9. **Election Day Activities:**

District shall provide personnel, upon request of the County Clerk, to serve as election judges to assist with final ballot preparation prior to counting. In the event the County Clerk must appoint judges to represent District, a fee not to exceed \$20.00 per hour per judge will be assessed to District. Appointees of the District will be sworn in and deputized as an election judge.

District shall 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.

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District shall 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 District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

11. **Write-In Candidates:**

(if applicable) District will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the election (**Monday, August 31, 2015**) and forward a copy via fax or email daily to the County Clerk.

12. **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 District, expenses incurred by the County Clerk on behalf of District relating to the election, both before and after the County Clerk's receipt of such notice, shall be paid by the District within thirty (30) days after receiving the County Clerk's invoice and receipt of all documentation of applicable costs. **Tuesday, September 1, 2015** (63 days before the election) is the deadline for cancellation of the election, if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions. **Friday, October 9, 2015** (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.]

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

LOGAN COUNTY CLERK & 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 & Recorder

(seal)

By: _____
Chairman of the Board

Highland Park Sanitation District

By: Susan F Pratt
Printed Name: Susan F. PRATT
Title: Board of Director

Designated Election Official for District:
Highland Park Sanitation District
Mailing Address: 206 Club Rd
Sterling CO 80751
Phone: (970) 466 - 1195
Fax: (970) 522 - 5562 (home fax - call first
Email: sfpratt@centurylink.net

Highland Park Sanitation District
Special Board Meeting Minutes
May 21, 2015

Meeting was held at First Christian Church and called to order at 6:00 PM. Members present were Andy Pickens, Tim Dollerschell, Kent Wright and Michelle Bennett. Also present were Dave Conley, Bill Wright (Wrico) and the attached list of members of the district.

Board members were introduced to district members present. The Capital Plan was discussed including estimated cost of the project, time line for completion, and financing options including additional assessments, obtaining grants from DOLA (Energy Impact Grant 50%) and CDPHE (Small Community grant 20%). District members were told about loan sources that had been researched by the board and the costs associated with obtaining loans. A public hearing was then opened for discussion. District members that spoke were as follows:

Oren Stratton – Asked about what the additional assessment would be used for. The Board answer: The additional assessment will be used to replenish funds that will be used for the Capital Plan project.

Dave West - Asked what the current assessment is used for. Board answer: The current assessment is used for operating expenses and repairs needed within the district. Mr. West also asked why the district is responsible for street lights. Board answer: Street lights were installed decades ago with the sewer system. The district has always been responsible for their cost.

Todd Weber – Spoke to other members discussing the additional assessment and the need to repair/maintain the system.

Larry Graham – Suggested adding a clause to reevaluate the additional assessment after 4 years to determine if it's still needed.

The public hearing was closed.

The board discussed Mr. Graham's suggestion and the resolution for an additional assessment. A motion was made to approve the resolution by Tim, 2nd by Susan.

Votes Yes – Unanimous Nay – 0

Resolution:

Whereas the Highland Park Sanitation District will proceed with the proposed capital plan project, and

Whereas the district will apply for available grants from DOLA and CDPHE, and

Whereas the district board has concluded that available loan sources create too large of a financial burden on district members and will borrow only if grant requests are not approved, and

Whereas the district board shall solicit area entities for financial and other assistance, it is therefore concluded the district will use available reserves to cover the remaining funds needed for the project. The District Board intends to replace district funds used, over time, by implementing an additional assessment amount as stated below:

Assess each member an additional monthly fee of \$15/month (\$180/yr/member) beginning July 1, 2015. The additional assessment shall be reevaluated within 48 months of implementation to determine if the need to continue is necessary.

Meeting was adjourned at 6:40 PM.

Prepared by Michelle L. Bennett 5/21/2015



July 29, 2015

Logan County, Colorado Assessor
Attn: Val Waller
315 Main St Ste 1
Sterling, CO 80751

To Whom It May Concern:

Enclosed you will find a check in the amount of \$1,300.00 to cover the expense of the most current GIS parcel shapefile (\$500), address points (\$700), Fire Districts (\$50), City Limits (no cost) and School Districts (\$50). Please forward the data to my attention at the address below or contact me to obtain my FTP site information. If you have any questions, please feel free to contact me at 1-800-447-1772x3330 or jessbrown@corelogic.com.

Sincerely,

A handwritten signature in black ink, appearing to be 'Jessica Brown', written over a circular scribble.

Jessica Brown
Data Acquisition Coordinator

Enclosures

11902 Burnet Road Austin, Texas 78758

TEL 800-447-1772 ext. 3330 • 512-977-3330 • FAX 866-263-3779

WWW.CORELOGIC.COM

**LOGAN COUNTY
GEOGRAPHIC INFORMATION SYSTEM DATA PRODUCT
LICENSE AGREEMENT**

THIS LOGAN COUNTY GEOGRAPHIC INFORMATION SYSTEM DATA PRODUCT LICENSE AGREEMENT is made and entered this 22nd day of July, 2015, (the "License Agreement") by and between the Board of County Commissioners of Logan County, Colorado, located at 315 Main Street, Sterling, Colorado (hereinafter the "County") and CoreLogic Spatial Solutions, LLC – including its parents, subsidiaries and affiliates, located at 11902 Burnet Rd. Austin, TX 78758, (hereinafter the "Licensee").

WHEREAS, the County has created a Geographic Information System ("GIS") database comprised of maps and other geographic information of and regarding Logan County, Colorado; and

WHEREAS, the County has made its GIS database available in certain compilations, packages and formats (the "Data") for purchase and use by members of the public and commercial businesses subject to the terms and conditions contained in this License Agreement; and

WHEREAS, Licensee desires to purchase and use certain County GIS Data in accordance with the terms and conditions stated in this License Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are hereby incorporated as terms of the License Agreement, in consideration of the license fee(s) paid by Licensee and in consideration of the mutual covenants, conditions and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. County grants the Licensee a license to use certain of the County's GIS Data for Licensee's internal use only. Licensee warrants that the Data shall be used by the Licensee for the sole purpose(s) of:

the creation of value-added derivative products

Restrictions imposed on the use of the Data are:

none

Any other use of GIS Data shall be deemed a breach of this Agreement. The Licensee agrees to allow County to inspect the Licensee's records to determine any possible misuse of GIS Data or its unauthorized release to third parties.

2. The type of Data being provided is:
GIS parcel shapefile , address point file, Fire District, School District and City Limits boundary layers
3. The period of time for which the Licensee is granted the right to use the Data is:
in perpetuity
4. Delivery of the Data to the Licensee shall be made by County only after the Licensee has fully executed this License Agreement and returned it to County together with any associated license fees, which fees are not in any case refundable.
5. The Data which is the subject of this Agreement, and which is generally referred to as geographic information systems or GIS data, has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, express or implied, of merchantability or fitness of the Data for a particular purpose or use.
6. This License Agreement merely permits Licensee to utilize the subject Data in accordance with the terms and conditions provided herein and does not constitute a sale of any title or interest in the Data. County reserves all rights not expressly granted to the Licensee by this License Agreement.
7. The Data is protected by the copyright laws of the United States and are being furnished with all rights reserved by the County. No part of the digital information contained in or constituting the Data may be copied, reproduced or transmitted in any form or by any means whatsoever, including but not limited to electronic, mechanical, recording, scanning, or by any information or data retrieval system for any purpose not specifically approved hereunder without the expressed written permission of the County. The Licensee shall not license, sub-license, assign, release, publish, transfer, sell or otherwise make available the Data or portions thereof to a third party without the expressed written permission of the County.
8. The Licensee understands and acknowledges that the GIS database and Data is subject to constant change and that its accuracy and completeness cannot be and are not guaranteed by the County. The Licensee understands that the County has no responsibility for updating the Data provided hereunder or information contained

therein. UNDER NO CIRCUMSTANCES SHALL THE DATA, INCLUDING GIS MAPPING, BE USED FOR FINAL DESIGN PURPOSES. County makes no warranties or guarantees, either expressed or implied, as to the completeness, accuracy, or correctness of the Data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein. There are no warranties, either expressed or implied, of merchantability or fitness of such Data for a particular purpose.

9. County is not responsible for any incidental, consequential, or special damages arising out of the use of the Data provided to the Licensee. The Licensee agrees that the Data shall be used and relied upon only at the sole risk of the Licensee. The Licensee agrees to indemnify and hold harmless the County, its officials, officers, employees and servants from any liability, claims, loss, damages, injury, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing, using or communicating the Data or other information contained therein.
10. In the event the Licensee breaches any of the terms, conditions, covenants, or agreements contained in the License Agreement, not only shall the license granted herein immediately cease, but County shall thereupon have the right to any and all legal or equitable remedies, including but not limited to injunctive relief.
11. The Licensee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for survey control information, databases, collateral information, and products established or produced by County or the vendors furnishing said items to the County.
12. This License Agreement embodies the entire agreement between the Licensee and County. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or motive not set forth herein. No additional amendments or modifications of any of the terms or conditions of the License Agreement shall be valid unless reduced in writing and signed by the parties.
13. Neither this License Agreement nor the rights granted by it shall be assigned or transferred by the Licensee under any circumstance whatsoever. This restriction on assignments and transfers shall apply to assignments or transfers by operation of law, as well as by contract, merger, or consolidation. Any attempted assignment or transfer in derogation of this prohibition is void.
14. The Licensee will do or cause to be done all things necessary to preserve its rights and meet its obligations under this License Agreement.

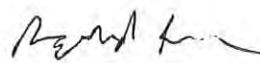
15. This License Agreement contains no financial commitments on the part of County, and any financial commitments on the part of County that become a part of this License Agreement are subject to appropriation by the Board of County Commissioners of Logan County. Licensee agrees at the time the request for Data is made to pay County the rate adopted by the custodian of the data.
16. This License Agreement shall be governed by the laws of the State of Colorado.
17. The exclusive jurisdiction and venue for any lawsuit between the parties arising out of this License Agreement shall be Logan County, Colorado.
18. If any provision of this License Agreement is determined to be invalid or unenforceable, the remaining provisions of the License Agreement shall continue to be valid and enforceable.
19. The undersigned warrants to County that he/she has full power and authority to enter into this License Agreement on behalf of Licensee, and where applicable, to act as the agent of the Licensee and to bind Licensee to perform its obligations under this License Agreement.
20. The County shall in its sole discretion provide or withhold any of the above-described Data, and may waive or adjust fees as determined reasonable in any given circumstance.
21. The license granted by the County hereunder is revocable at any time at the will of the County.
22. Licensee understands that this is a one-time delivery and that County has no responsibility for updating the Data or any information contained therein.
23. Additional Provisions:

none

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of July, 20015.

LICENSEE

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

By: 
Name Rashid Ismail

By: _____
Name

Senior Vice President
Title
CoreLogic Spatial Solutions, LLC -
including its parents, subsidiaries and affiliates
Company

Title

Name: Viaero Wireless
Address:
Row Permit # 2015-31

VIAERO WIRELESS
ROW 2015-31 August 2015
NW4 Section 30-8-52

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

THIS AGREEMENT made this (County fills in) _____ day of _____, _____, by and between the County of Logan, State of Colorado, hereinafter called "County", and Sandra K. Needham 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): pt NW 1/4 Sec. 30, T8N, R52W, Logan County
Colorado; and

WHEREAS, Applicant desires to install and construct a Install & Construct a driveway which will be located (Circle One) ~~along, under, or across~~ construct driveway off of CR 30 to benefit the above described premises; and

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

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

Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.

N/A Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.

Applicant shall have the right to install and construct a new driveway, described above, in the right of way of CR30, 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 Sept. 30th 2015 or later

N/A 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.

VIAERO WIRELESS
ROW 2015-31 August 2015
NW4 Section 30-8-52

Name: Viaero Wireless
Address:
Row Permit # 2015-31

Applicant hereby releases the County from any liability for damages caused by said Construction of the driveway, 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: _____

Owner #1 Sandra K. Needham Printed name Sandra K. Needham

Signature

Owner #2

Printed Name

Signature

Individual Right-of-Way Permit Applicant:

NE Colorado Cellular Inc. ATN Rock Barby

Printed name

[Signature]
Signature

Address: 32 Cooper Ct

Fort Morgan, CO 80701

Application Fee Paid 50.00 # 5803
Date 8-12-2015 Receipt # 176759

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

THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

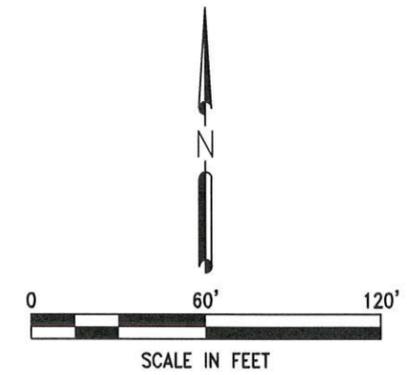
Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

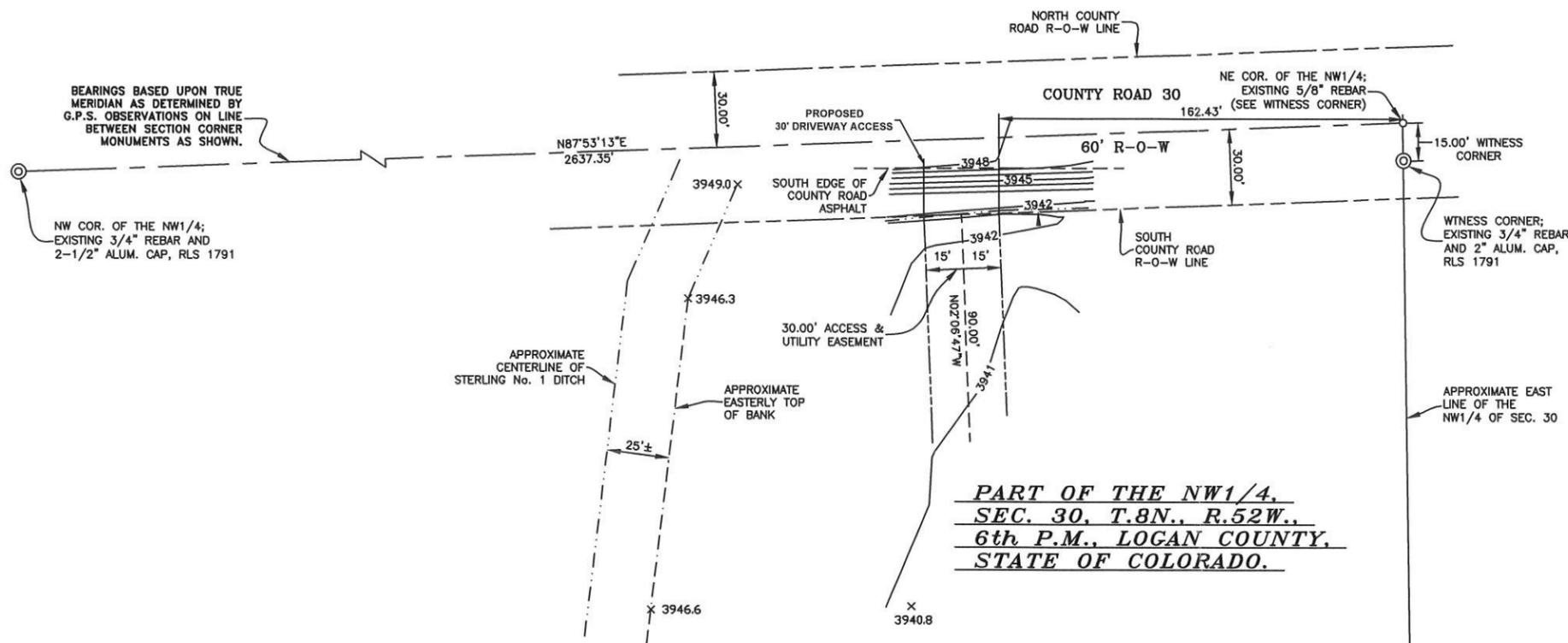
APPLICANT
Rick Bailey
(970) 768-6464

PROPERTY OWNER
Sandra Needham



Revisions

Rev.	Date	Note



VIAERO WIRELESS
ROW 2015-31 August 2015
NW4 Section 30-8-52



Project

DRIVWAY
STERLING, CO

Sheet Title

DRIVWAY SHEET
STERLING, CO

Sheet

D-1
1 of 1