

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 23, 2016 - 9:00 a.m.**

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

Approval of the Minutes of the August 9, 2016 meeting.

Acknowledge receipt of the Clerk and Recorder's report for the month of July, 2016.

**Unfinished Business
New Business**

Consideration of the approval of a Fourth Amendment to Lease between Logan County and Northeastern Junior College for use of the Logan County Fairgrounds.

Consideration of the approval of Resolution 2016-22 and an application for vacation of a Subdivision Exemption Plat previously approved for Richard E. and Patricia A. Kloberdanz in the SW4SE4 of Section 4, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2016-23 and an application for Subdivision Exemptions on behalf of Richard E. and Patricia A. Kloberdanz to create a 12.20-acre parcel and a 3.97-acre parcel from a 157-acre Agricultural parcel in an "A" Agricultural District located in the Southeast Quarter (SE1/4) of Section 4, Township 8 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2016-24 and an application for renewal of a Special Use Permit and an amendment authorizing expansion from a 2,000-head to a 10,000-head feedlot on behalf of Stieb Brothers, Inc. in the West Half of the Southwest Quarter (W2SW4) of Section 3 and the East Half of the Southwest Quarter (E2SE4) of Section 4 which lie North and West of the Iliff and Platte Valley Irrigation Canal all being in Township 9 North, Range 51 West of Sixth Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2016-25 and an application for a Minor Subdivision on behalf of Russell L. And Jewelie S. Yetter to create a two- (2) lot minor subdivision consisting of Lot 1, containing 23.37 acres, and Lot 2, containing 16.69 acres, located in the Southeast Quarter of the Southeast Quarter (SE4SE4) of Section 26, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

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 8, 2016.

Consideration of the approval of an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and the RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 8, 2016.

Consideration of the approval of a Capacity Commitment agreement between Logan County and Clean Energy Collective, LLC for participation in the community solar garden Solar Rewards Program.

Other Business

Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, August 30, 2016, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed

Adjournment

August 9, 2016

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
Marie T. Granillo	Logan County Deputy Clerk
Rich Kloberdanz	
Pat Kloberdanz	
Callie Jones	Journal Advocate

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 for today's agenda.

Commissioner Donaldson made a motion to amend the agenda by adding a second agenda item under New Business, a motion to approve an Engineering Services Agreement between Logan County and Draht Consulting LLC for engineering of the Red Lion Bridge and Bypass.

Commissioner Meisner seconded and the motion carried 3-0.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the August 2, 2016, meeting.
- Acknowledgement of the receipt of the Landfill Supervisor's report for the month of July, 2016.
- Acknowledgement of the receipt of the Treasurer's Report for the month of July, 2016.
- Approval of an application for renewal of a 3.2 Beer license on behalf of Lu's Buffalo Stop, Inc.

Commissioner Meisner moved to approve the Consent Agenda for Tuesday, August 9, 2016 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to approve Resolution 2016-21 establishing a reduced speed limit on a segment of Logan County Road 35 and a required stop at the intersection of Logan County Roads 29 and 34, and ordering installation of corresponding traffic control

devices. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve an Engineering Services Agreement between Logan County and Draht Consulting LLC for engineering of the Red Lion Bridge and Bypass and authorize the chairman to sign. 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 16, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:07 a.m.

Submitted by:


Deputy Logan County Clerk & Recorder

Approved: August 16, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

COMPARISON CLERK FEES COLLECTED FOR JULY 2016

RECORDING FEES RETAINED

	<u>2015</u>	<u>2016</u>	↑ ↓
Real Estate Recording	7,850.00	7,015.00	
Surcharges	383.00	333.00	
Documentary Fees	716.46 (58)	474.68 (31)	
Torrens Title Recording (1/2 to General Fund)	0.00 (00)	0.00 (00)	
Marriage/Civil License	140.00 (20)	112.00 (16)	
Copies/Faxes	720.00	613.00	
Misc. Recording	1,000.00	1,353.75	
Misc. Election (ADA Grant)	0.00	0.00	
Short Check Fees	0.00	0.00	
Total	\$10,849.46	\$9,901.43	\$948.03

RECORDING FEES TO STATE

Marriage/Civil License CO	400.00	320.00
Marriage/Civil License VR	60.00	48.00
TOTAL TO STATE	\$460.00	\$368.00

MOTOR VEHICLE FEES RETAINED

State Sales Tax Vendor Fee	1,134.22	1,195.04	
City Sales Tax Vendor Fee	1,356.05	1,498.43	
Summary Title Apps	2,733.00	2,727.00	
Other Fees	6,473.47	4,924.11	
No Insurance Ticket Fees	452.50	332.50	
Total County Registration Fees	11,269.30	9,709.20	
County Special Purpose Fund (General Fund)	1,434.50	1,322.00	
Police Training Vendor Fee (General Fund)	102.63	93.65	
Registration Fees (\$1.50/\$2.50)	8,971.00	8,036.00	
County MV Late Reg Fees	2,280.00	2,570.00	
Ownership Tax Collected	154,545.14	141,886.83	
Ownership Tax collected by Dept of Rev (Class A)	30,471.84	26,189.87	
Ownership Tax collected by Dept of Rev (Class F)	5,479.97	5,750.34	
County Sales Tax	29,978.18	28,122.57	
Total	\$256,681.80	\$234,357.54	\$22,324.26

MOTOR VEHICLE FEES TO STATE

Sales Tax -- State of Colorado	32,926.21	34,691.76	
Registration Remittance Fees	200,783.01	182,391.57	
Title Remittance Fees	2,018.90	2,000.10	
Sales Tax -- RTA	976.14	989.61	State
Total	\$236,704.26	\$220,073.04	\$16,631.22

MOTOR VEHICLE FEES TO CITY

Sales Tax -- City of Sterling	\$25,764.80	28,469.98
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FEES RETAINED THIS MONTH \$303,483.07

\$244,258.97 **Month**
\$59,224.10

FEES RETAINED YEAR TO DATE \$2,304,532.02

\$1,871,511.17 **YTD**
\$433,020.85

STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS



**STANDARD
LEASE AMENDMENT [IMPROVED REAL PROPERTY]**

LANDLORD	LOGAN COUNTY
TENANT	NORTHEASTERN JUNIOR COLLEGE
LOCATION	1120 PAWNEE AVENUE, STERLING, CO 80751

INSTRUCTIONS:

- 1) This Amendment to Lease Agreement [Improved Real Property] is designed for use by state agencies to amend an existing lease for space in buildings and other improved real property prepared on an State Controller approved lease form with a revision date of 8/2007 or later, when the parties are specified as the "Landlord" and "Tenant". This Amendment may be used for leases prepared on a form prior to the referenced revision date, except the draft must replace the term "Landlord" with "Lessor" and the word "Tenant" with "Lessee".
- 2) If at any time a user of this form determines that a certain provision should not be included, simply strike through the provision following the paragraph number and title. That way a later reviewer of the lease can immediately determine if and where the lease differs from the standard form, and subsequent paragraphs need not be renumbered to preserve sequential numbering. Each strike through should be initialed by the person signing the agreement of behalf of each party. Additions to the form should be indicated in **bold type**.
- 3) **Don't forget to check the page numbers in the body of the Amendment and any attached Exhibits to accommodate spacing changes. Exhibits should be numbered separately from the Amendment. For example, the first page of Exhibit A to the Amendment, would be numbered "A – 1".**
- 4) **If you have questions or need assistance in using this form, call Real Estate Programs at 303-866-4759.**

Fourth AMENDMENT TO LEASE

The printed portions of this form, except bold additions, have been approved by the State of Colorado Attorney General

THIS **FOURTH** AMENDMENT TO LEASE, made and entered into this **Eleventh** day of **August**, 2016, for the purpose of amending that certain lease and associated prior amendments (the "Lease") dated **April 1, 2009** by and between **Board of Commissioners for the County of Logan**, as "Landlord" and, **THE STATE OF COLORADO**, acting by and through the **Department of Higher Education, the State Board for Community Colleges and Occupation Education**, for the use and benefit of **Northeastern Junior College** as "Tenant", relating to the leasing of a portion of the building located at **1120 Pawnee Avenue, Sterling, CO 80751 (Logan County Fairgrounds)** (the "Building"), comprised of thirty-eight thousand **eight hundred forty feet (38,840)** rentable square feet.

WHEREAS, the Landlord and Tenant wish to extend and modify the terms of the Lease.

WHEREAS, as to Tenant, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment of the rent.

WHEREAS, The Original Lease, the Second and Third Amendment to Lease, and this Fourth Amendment to Lease are hereinafter sometimes collectively referred to as the "Lease", and

NOW, THEREFORE, Landlord and Tenant in consideration of the mutual promises contained herein, hereby agree to amend the Lease as follows:

1. ARTICLE 1 PREMISES, TERM, RENT – The Parties agree to extend the term of the Lease commencing August 15, 2016 and ending May 26, 2017 at and for a monthly rental for the full term as shown below:

<u>TERM DATE(S)</u>	<u>ANNUAL RENT/ RSF</u>	<u>ADDITIONAL RENT/ RSF</u>	<u>ADJUSTED ANNUAL RENT/ RSF</u>	<u>MONTHLY RENT</u>	<u>TOTAL TERM RENT</u>
Commencement Date – May 26, 2017	\$0.4634	\$0.00	\$0.00	\$2,000.00	\$18,000.00

Except as modified by the provisions of this **Fourth** Amendment to Lease, all other terms and conditions in the Lease are hereby ratified and confirmed and remain in full force and effect.

In the event of any conflict, inconsistency, variance or contradiction between the provisions of this **Fourth** Amendment to Lease and any of the provisions of the Lease, the provisions of this **Fourth** Amendment to Lease shall in all respects supersede, govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement on the day and year first above written.

LANDLORD
BOARD OF COMMISSIONERS FOR THE
COUNTY OF LOGAN, COLORADO

TENANT
STATE OF COLORADO
John W. Hickenlooper, Governor
The Department of Higher Education by the State
Board for Community Colleges and Occupational
Education for the use and benefit of Northwestern
Junior College

By: _____
Authorized Signatory

By: _____
Jay A. Lee, President

Name (Print) Title (Print)

Date: _____

REAL ESTATE PROGRAMS
STATE OF COLORADO
John W. Hickenlooper, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

**ALL CONTRACTS MUST BE APPROVED BY THE
STATE CONTROLLER:**

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

By: _____

Date: _____

STATE OF COLORADO
John W. Hickenlooper, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

LEGAL REVIEW
DEPARTMENT OF LAW
Cynthia H. Coffman, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____
Tyler A. Kelsch, Delegate

By: _____

Date: _____

Date: _____

RESOLUTION

NO. 2016-22

RICHARD E. AND PATRICIA A. KLOBERDANZ SUBDIVISION EXEMPTION VACATION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, APPROVING THE VACATION OF A SUBDIVISION EXEMPTION PLAT PREVIOUSLY APPROVED FOR RICHARD KLOBERDANZ ON MAY 14, 1980, AND RECORDED AT BOOK 741, PAGE 853

WHEREAS, the applicants, Richard E. and Patricia A. Kloberdanz request to vacate a subdivision exemption previously approved to create a 7.19 acre parcel, more or less, from a 157 acre tract in the AG Agricultural Zone, which parcel is described as follows:

A tract of land located in the SW4SE4 of Section 4, Township 8 North, Range 52 West of the Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

TRACT: Commencing at the Southeast Corner of said Section 4; Thence South 90°00'00" West along the South line of said Section 4 a distance of 2460.8 feet to the true point of beginning; thence continuing South 90°00'00" West along the South line of said section 4 a distance of 103.3 feet to a point on the Southerly extension of an existing fence line; thence North 1°57'00" East along said existing fence line for the West line of said SW1/4 SE1/4 and the Southerly extension thereof a distance of 765.4 feet; thence South 88°03'00" East a distance of 714.4 feet; thence South 40°03'00" West a distance of 274.5 feet; thence South 40°56'20" West a distance of 702.2 feet to the point of beginning and containing 7.19 acres, more or less, subject to a County Road Right-of-Way along the South line of said SW1/4SE1/4.

ROAD EASEMENT: Commencing at the Southeast corner of said Section 4; thence South 90°00'00" West along the South line of said Section 4 a distance of 2407.8 feet to the true point of beginning; thence North 40°56'20" East a distance of 667.8 feet; thence North 40°03'00" East a distance of 274.7 feet; thence North 40°28'20" East a distance of 466.3 feet; thence North 88°03'00" West a distance of 51.1 feet; thence South 40°28'20" West a distance of 434.6 feet; thence South 40°03'00" West a distance of 274.5 feet; thence South 40°56'20" West a distance of 702.2 feet to a point on the South line of Said Section 4; thence North 90°00'00" East along the South line of said Section 4 a distance of 53.0 feet to the point of beginning; and

WHEREAS, the Resolution and Subdivision Exemption for such parcel was recorded at Book 741, Page 853 of the records of the Logan County Clerk and Recorder; and

WHEREAS, the vacation of the approved subdivision exemption is sought to enable the applicant to create a new parcel by separate subdivision exemption, smaller in size, involving a portion of the above-described parcel; and

WHEREAS, the Logan County Planning Commission approved the application for vacation of the above-described subdivision exemption on August 16, 2016.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application is GRANTED. The subdivision exemption represented by the Resolution and Subdivision Exemption, recorded at Book 741, Page 853 of the records of the Logan County Clerk and Recorder, is hereby vacated.

Adopted and Signed this 23rd day of August 2016.

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

(Aye)(Nay)
Rocky L. Samber, Chairman

(Aye)(Nay)
Gene A. Meisner

(Aye)(Nay)
David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 23rd day of August, 2016.

County Clerk and Recorder

PETITION FOR VACATION

TO: THE BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Applicant: RICHARDE & PATROIAH ^{KLOBER DANZ} Phone: 970-580-6593

Address: PO BOX 10011 STERLING CO 80751

Applicant's Signature: [Signature] Date: 6-24-2016

Landowner: SAME Phone: SAME.

Address: _____

Landowner's Signature: [Signature] Date: 6-24-2016

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____ Date: _____

Landowner: _____ Phone: _____

Address: _____

Landowner's Signature: _____

KLOBERDANZ, RICHARD
SUBDIV EXEMPT VACATION
7.19 Acres July 2016
SW4SF4 Section 4-8-

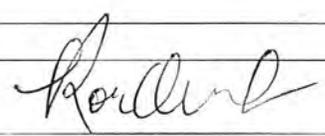
FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00) pd 6/24/16 J# 9532 Rct.#154

Date of Planning Commission: August 16, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Subdivision Exemption: _____



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption: _____

Date Granted: _____

Date Denied: _____

David G Donaldson (Aye) (Nay)

Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

KLOBERDANZ, RICHARD
SUBDIV EXEMPT VACATION
7.19 Acres July 2016
SW4SE4 Section 4-8-52

Logan Co. Colo. Doc. # 537228 Recorded 5-11-80
 2:00 o'clock P.M. *By: [Signature]* Recorder
 Deputy

RESOLUTION

(Subdivision Exemption)

WHEREAS, Richard E. and Patricia A. Kloberdanz, have petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following described property:

A tract of land located in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado, said tract and road easement being more particularly described as follows:

Tract: Commencing at the Southeast corner of said Section 4; Thence South $90^{\circ}00'00''$ West along the South line of said Section 4 a distance of 2460.8 feet to the true point of beginning; Thence continuing South $90^{\circ}00'00''$ West along the South line of Section 4 a distance of 103.3 feet to a point on the Southerly extension of an existing fence line; Thence North $1^{\circ}57'00''$ East along said existing fence line for the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the Southerly extension thereof a distance of 765.4 feet; Thence South $88^{\circ}03'00''$ East a distance of 714.4 feet; Thence South $40^{\circ}03'00''$ West a distance of 274.5 feet; Thence South $40^{\circ}56'20''$ West a distance of 702.2 feet to the point of beginning and containing 7.19 acres, more or less, subject to a county road right-of-way along the south line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$.

Road Easement: Commencing at the Southeast corner of said Section 4; Thence South $90^{\circ}00'00''$ West along the South line of said Section 4 a distance of 2407.8 feet to the true point of beginning; Thence North $40^{\circ}56'20''$ East a distance of 667.8 feet; Thence North $40^{\circ}03'00''$ East a distance of 274.7 feet; Thence North $40^{\circ}28'20''$ East a distance of 466.3 feet; Thence North $88^{\circ}03'00''$ West a distance of 51.1 feet; Thence South $40^{\circ}28'20''$ West a distance of 434.6 feet; Thence South $40^{\circ}03'00''$ West a distance of 274.5 feet; Thence South $40^{\circ}56'20''$ West a distance of 702.2 feet to a point on the South line of said Section 4; Thence North $90^{\circ}00'00''$ East along the South line of said Section 4 a distance of 53.0 feet to the point of beginning.

from the definition of "Subdivision" or "Subdivided Land" and that the above premises are not within the purposes of C.R.S., 1963, as amended, 106-2-33, and Senate Bill 35, adopted by the Colorado General Assembly in 1972.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the authority set forth in C.R.S., 1963, as amended, 106-2-33 (3), the above described premises are hereby found and declared to be exempt from the definitions and purposes set forth in C.R.S., 1963, as amended 106-2-33 (3); provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

(Page 1 of 2)

KLOBERDANZ, RICHARD
 SUBDIV EXEMPT VACATION
 7.19 Acres July 2016
 SW4SE4 Section 4-8-52

Resolution
(Subdivision Exemption)
Richard E. & Patricia A. Kloberdanz

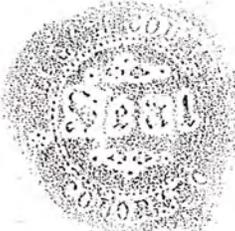
Done this 14th day of May, 1980.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

By: Tyson W. Phillips
Tyson W. Phillips

By: C. R. "Bill" Williams
C. R. "Bill" Williams

By: Elda M. Lousberg
Elda M. Lousberg



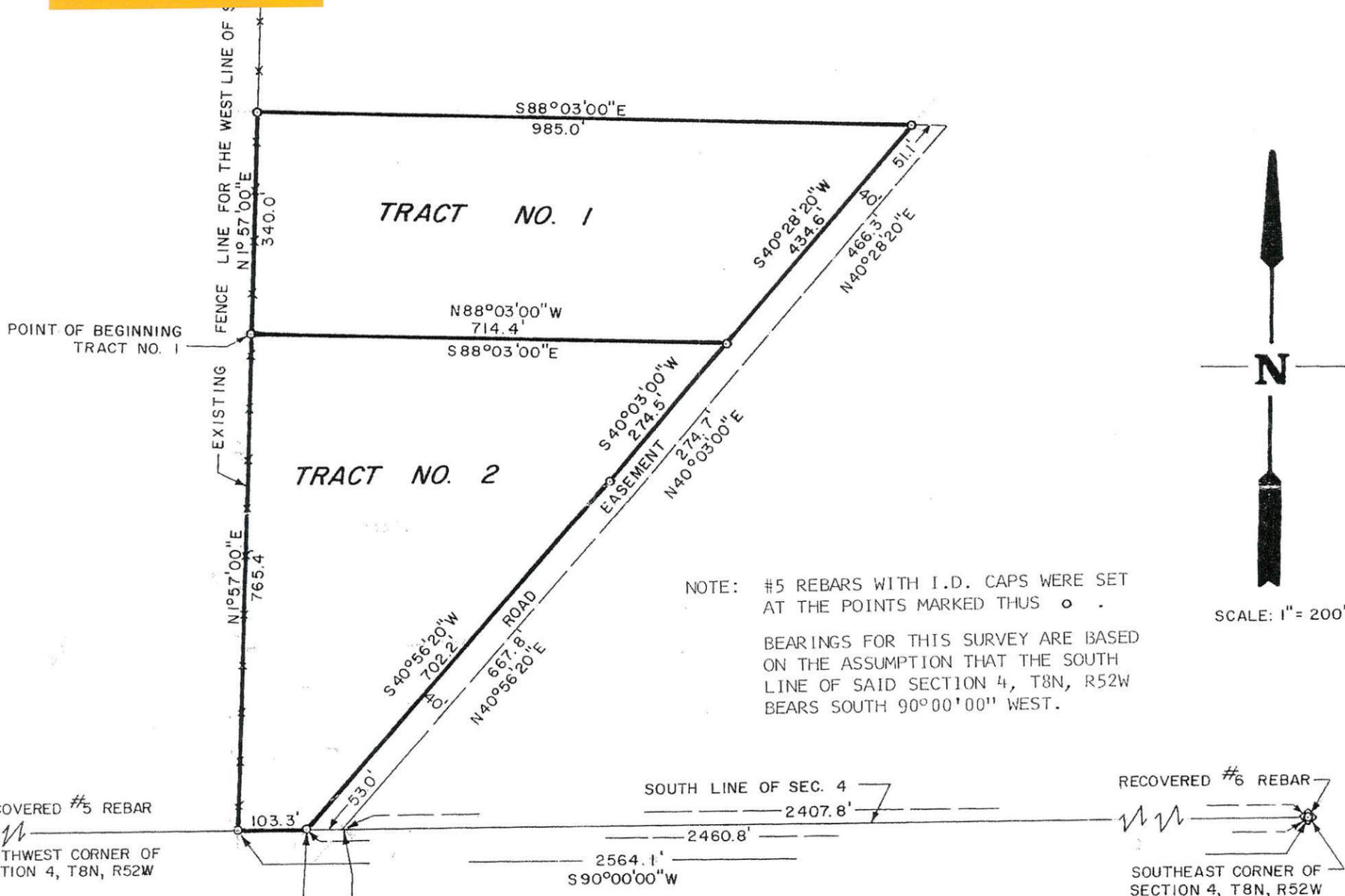
I, Phyllis Dollerschell, County Clerk and Recorder, in and for the County of Logan and State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session, on the 14th day of May, 1980.

Phyllis Dollerschell
County Clerk and Recorder

KLOBERDANZ, RICHARD
SUBDIV EXEMPT VACATION
7.19 Acres July 2016
SW4SE4 Section 4-8-52

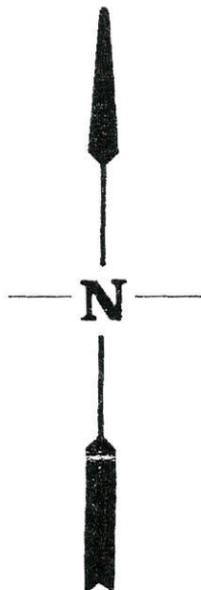
1980
Plat
never
recorded

SURVEY PLAT FOR RICHARD KLOBERDANZ



NOTE: #5 REBARS WITH I.D. CAPS WERE SET AT THE POINTS MARKED THUS ○

BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF SAID SECTION 4, T8N, R52W BEARS SOUTH 90°00'00" WEST.



SCALE: 1" = 200'

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT OF A SURVEY COMPLETED BY ME THIS 15TH DAY OF APRIL, 1980, OF TWO TRACTS OF LAND AND A ROAD EASEMENT IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4 SE1/4) OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID TRACTS AND ROAD EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT NO. 1

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 2564.1 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF AN EXISTING FENCE LINE; THENCE NORTH 1°57'00" EAST AND ALONG SAID EXISTING FENCE LINE FOR THE WEST LINE OF SAID SW1/4 SE1/4 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 765.4 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 1°57'00" EAST ALONG SAID EXISTING FENCE LINE FOR THE WEST LINE OF SAID SW1/4 SE1/4 A DISTANCE OF 340.0 FEET; THENCE SOUTH 88°03'00" EAST A DISTANCE OF 985.0 FEET; THENCE SOUTH 40°28'20" WEST A DISTANCE OF 434.6 FEET; THENCE NORTH 88°03'00" WEST A DISTANCE OF 714.4 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.63 ACRES, MORE OR LESS.

TRACT NO. 2

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 2460.8 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 103.3 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF AN EXISTING FENCE LINE; THENCE NORTH 1°57'00" EAST ALONG SAID EXISTING FENCE LINE FOR THE WEST LINE OF SAID SW1/4 SE1/4 AND THE SOUTHERLY EXTENSION THEREOF A DISTANCE OF 765.4 FEET; THENCE SOUTH 88°03'00" EAST A DISTANCE OF 714.4 FEET; THENCE SOUTH 40°03'00" WEST A DISTANCE OF 274.5 FEET; THENCE SOUTH 40°56'20" WEST A DISTANCE OF 702.2 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.19 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID SW1/4 SE1/4.

ROAD EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 90°00'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 2407.8 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 40°56'20" EAST A DISTANCE OF 667.8 FEET; THENCE NORTH 40°03'00" EAST A DISTANCE OF 274.7 FEET; THENCE NORTH 40°28'20" EAST A DISTANCE OF 466.3 FEET; THENCE NORTH 88°03'00" WEST A DISTANCE OF 51.1 FEET; THENCE SOUTH 40°28'20" WEST A DISTANCE OF 434.6 FEET; THENCE SOUTH 40°03'00" WEST A DISTANCE OF 274.5 FEET; THENCE SOUTH 40°56'20" WEST A DISTANCE OF 702.2 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4; THENCE NORTH 90°00'00" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 53.0 FEET TO THE POINT OF BEGINNING.

BY: *Burr D. Leibert*



**RESOLUTION
NO. 2016 - 23**

Richard E. and Patricia A. Kloberdanz Subdivision Exemptions

WHEREAS, Richard E. and Patricia A. Kloberdanz have petitioned the Board of County Commissioners, Logan County, Colorado, to exempt the following legally described properties:

PARCEL I DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 4; THENCE NORTH 0°29'30" EAST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 534.39 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0°29'30" EAST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 671.00 FEET; THENCE SOUTH 89°28'50" EAST A DISTANCE OF 1192.81 FEET; THENCE SOUTH 64°46'00" WEST A DISTANCE OF 230.16 FEET; THENCE SOUTH 41°37'00" WEST A DISTANCE OF 418.44 FEET; THENCE SOUTH 34°57'10" WEST A DISTANCE OF 291.80 FEET; THENCE SOUTH 88°56'30" WEST A DISTANCE OF 545.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 12.20 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF THE STERLING NO. 1 DITCH.

PARCEL 2 DESCRIPTION

A PARCEL OF LAND IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 4; THENCE NORTH 0°29'30" EAST ALONG THE WEST LINE OF SAID SE1/4 A DISTANCE OF 534.39 FEET; THENCE " NORTH 88°56'30" EAST A DISTANCE OF 545.33 FEET; THENCE SOUTH 39°30'05" WEST A DISTANCE OF 702.26 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 4; THENCE SOUTH 88°34'10" WEST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 103.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.97 ACRES, MORE OR LESS, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID SECTION 4 AND SUBJECT TO THE RIGHT-OF-WAY OF THE STERLING NO. 1 DITCH.

EASEMENT DESCRIPTION

A 40 FOOT PUBLIC ROAD AND UTILITY EASEMENT IN THE SOUTHEAST QUARTER (SE1/4) OF SECTION 4, TOWNSHIP 8 NORTH, RANGE 52 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SE1/4 OF SECTION 4; THENCE NORTH 88°34'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 103.15 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°34'10" EAST ALONG THE SOUTH LINE OF SAID SECTION 4 A DISTANCE OF 52.95 FEET; THENCE NORTH 39°30'05" EAST A DISTANCE OF 669.16 FEET; THENCE NORTH 34°57'10" EAST A DISTANCE OF 291.06 FEET; THENCE NORTH 41°37'00' EAST A DISTANCE OF 407.91 FEET; THENCE NORTH 64°46'00' EAST A DISTANCE OF 304.89 FEET; THENCE NORTH 89°28'50" WEST A DISTANCE OF 92.06 FEET; THENCE SOUTH 64°46'00" WEST A DISTANCE OF 230.16 FEET; THENCE SOUTH 41°37'00' WEST A DISTANCE OF 418.44 FEET; THENCE SOUTH 34°57'10" WEST A DISTANCE OF 291.80 FEET; THENCE SOUTH 39°30'05" WEST A DISTANCE OF 702.26 FEET TO THE POINT OF BEGINNING, SUBJECT TO A COUNTY ROAD RIGHT-OF-WAY ALONG THE SOUTH LINE OF SAID SECTION 4 AND TO THE RIGHT-OF-WAY OF THE STERLING NO. 1 DITCH.

(As represented on official Subdivision Exemption Plat # 2016 -23)

from the definitions of "Subdivision" or "Subdivision Land" and for a determination that the above premises are not within the purposes of C.R.S. § 30-28-101, and Senate Bill 35, adopted by the Colorado General Assembly in 1972; and

WHEREAS, these two parcels of 12.20 acres and 3.97 acres, are subdivided from a 157 acre Agricultural parcel, in an "A" Agricultural District; and,

WHEREAS, the Logan County Planning Commission recommended approval of these applications after reviewing the application, studying the staff review, and reviewing the plat on August 16, 2016; and

WHEREAS, The Board of County Commissioners approved the recommendation on August 23, 2016.

NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-101(10)(d), the above described property is exempt from the definition of "Subdivision" or "Subdivided Land" as set forth in C.R.S. § 30-28-101, provided that no further subdividing on the above described premises shall be made without the approval of the Board of County Commissioners.

DONE on Tuesday, this 23rd day of August, 2016.

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

Rocky L. Samber (Aye)(Nay)

Gene A. Meisner (Aye)(Nay)

David G. Donaldson (Aye)(Nay)

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 this 23rd day of August, 2016.

County Clerk and Recorder

Applicant: Richard E. Kloberdanz
Legal: SE4 4-8-52

Date Received in the Office of the Director of Planning or his/her designee to the Planning Commission:
6/24/16
Application (is) (is not) complete as submitted.
Named individual reviewing the submitted application: CPwonka

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL
(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date 6/24/2016

1. Name of Subdivision Exemption Richard E. & Patricia Kloberdanz
2. Name of Applicant Richard E. Kloberdanz Phone 970-580-6593
Address PO Box 1047 Sterling CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)
3. Name of Local Agent _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
4. Owner of Record Richard E. & Patricia A. Phone 970-580-6593
Address Same
(Street No. and Name) (Post Office) (State) (Zip Code)
5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
6. Land Surveyor Leibert-McAfee Phone 522-1960
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)
8. Subdivision Exemption Location: on the N side of CR 36
____ Feet of _____
(Direction) (Street)
9. Postal Delivery Area 80751 School District RE1
10. Total Acreage 3.97 Zone Ag Number of Lots 2
11. Tax Map Designation: Section/Township/Range _____ Lot(s) _____

KLOBERDANZ, RICHARD E.
SUBDIV. EXEMP. July 2016
3.97 and 12.20 Acre Parcels
SE4 Section 4-8-52

Applicant: Richard E Kloberdanz
Legal: SE4 Sect. 4-8-52

MY COMMISSION EXPIRES:

FOR COUNTY USE

pd 6-24-2016 ✓ #9532
pd 6/24/2016 ✓ #9544
Ret # 152

Application Fee: One Hundred Dollars (\$100.00) and Eleven Dollars (\$11.00) in a separate check for recording fee.

Date of Planning Commission: August 16, 2016

Recommendation of Planning Commission. Approval Denial

Recommended Conditions of Subdivision Exemption:



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

David G Donaldson (Aye) (Nay)

Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

KLOBERDANZ, RICHARD E.
SUBDIV. EXEMP. July 2016
3.97 and 12.20 Acre Parcels
SE4 Section 4-8-52

Applicant: Richard E Kloberdanz
Legal: SE 4 Sect. 4-8-52

Date Received in the Office of the Director of Planning or his/her designee to the Planning Commission:

Application (is) (is not) complete as submitted. Named individual reviewing the submitted application: CPwonka

FORM 7. APPLICATION FOR SUBDIVISION EXEMPTION PLAT APPROVAL

(To be filed in duplicate)

(Incomplete Applications will not be accepted)

Date 6-24 2016

1. Name of Subdivision Exemption RICHARD E & PATRICIA KLOBERDANZ
2. Name of Applicant RICHARD E KLOBERDANZ Phone 970-580-6593

Address PO BOX 10417 STERLING CO 80751
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record RICHARD E & PATRICIA KLOBERDANZ Phone _____
Address SAME
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Prospective Buyer _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor LEIBERT-MCATEE Phone 970-522-1960
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney _____ Phone _____
Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Exemption Location: on the N side of CR 36
_____ Feet _____ of _____
(Direction) (Street)

9. Postal Delivery Area 80751 School District AE1

10. Total Acreage 12.20 Zone AG Number of Lots 2

11. Tax Map Designation: Section/Township/Range _____ Lot(s) _____

KLOBERDANZ, RICHARD E.
SUBDIV. EXEMP. July 2016
3.97 and 12.20 Acre Parcels
SE4 Section 4-8-52

Applicant: Richard E. Kloberdanz
Legal: SE4 Sect. 4-8-52

12. Has the Board of Zoning Appeals granted variance, exception, or conditional permit concerning this property?

If so, list Case No. and Name NO

13. If Deed is recorded in Torrens System: Number _____

14. If Deed is recorded in General System: Book _____ Page _____

15. Current Land Use: AG

16. Proposed Use of Each Parcel: RESIDENCE & BUSINESS

17. Proposed Water and Sewer Facilities: EXISTING

18. Proposed Public Access to each new parcel: EASEMENT

19. Reason for request of this exemption (may use additional pages): FINANCING

List all contiguous holdings in the same ownership: Section/Township/Range _____ Lot(s) _____

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the legal owner of the property; the contract owner of the property, and the date the Contract of Sale was executed. IN THE EVENT OF CORPORATE OWNERSHIP: A list of all directors, officers, and stockholders of each corporation owning more than five percent (5%) of any class of stock must be attached [this need only be provided if Developer is requesting special assessment financing, the formation of improvement district(s) or benefit district(s)].

The applicant hereby consents to the provisions of Article 8.2 A&B of the Logan County Subdivision Regulations.

STATE OF COLORADO

) SS:

COUNTY OF LOGAN

_____ hereby depose and say that all of the above statements and the statements contained in the papers submitted herewith are true.

Richard E. Kloberdanz
(Applicant Signature)

Mailing Address PO BOX 1097
(Street)
LOGAN CO 80751
(County) (State) (Zip Code)

Subscribed and sworn to before me this day of _____

KLOBERDANZ, RICHARD E.
SUBDIV. EXEMP. July 2016
3.97 and 12.20 Acre Parcels
SE4 Section 4-8-52

Applicant: Richard E. Kloberdanz
Legal: SE4 Sect. 4-8-52

MY COMMISSION EXPIRES:

FOR COUNTY USE

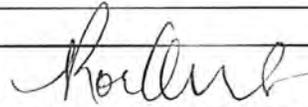
\$100 pd 6/24/16 ✓ #9532 } Rct
\$11 pd 6/24/16 ✓ #9544 } #153

Application Fee: One Hundred (\$100.00) and Eleven (\$11.00) separate check for

recording fee. Date of Planning Commission: Aug. 16, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Subdivision Exemption:


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

David G Donaldson (Aye) (Nay)

Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

KLOBERDANZ, RICHARD E.
SUBDIV. EXEMP. July 2016
3.97 and 12.20 Acre Parcels
SE4 Section 4-8-52

RESOLUTION

NO. 2016-24

SPECIAL USE PERMIT AMENDMENT AND RENEWAL

A RESOLUTION GRANTING THE RENEWAL AND AMENDMENT OF SPECIAL USE PERMIT #200 ISSUED TO STIEB BROTHERS, INC. FOR THE OPERATION OF A 10,000 HEAD CATTLE FEEDLOT, IN LOGAN COUNTY, COLORADO.

WHEREAS, Stieb Brothers, Inc, has applied to amend and renew a Special Use Permit #200 to authorize expansion from 2,000 head to 10,000 head for continued operation of a cattle feedlot operation on a tract of land lying in all or portions of the West Half of the Southwest Quarter (W2SW4) of Section 3 and the East Half of the Southeast Quarter (E2SE4) of Section 4 which lies North and West of the Iliff and Platte Valley Irrigation Canal all being in Township 9 North, Range 51 West of the Sixth Principal Meridian, Logan County, Colorado, and

WHEREAS, The Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested amendment and renewal of Special Use Permit #200 at it's August 16, 2016 meeting with the following conditions:

1. The permit term shall be for five (5) years on the identified and approved Special Use Permit #200, with reviews for compliance with any applicable County, State and Federal regulations every five (5) years. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. Continued compliance with all State of Colorado, Northeast Colorado Health Department, County and Local regulations; and

WHEREAS, the Stieb Brothers, Inc, is a registered CAFO with the State of Colorado, and

WHEREAS, on August 23, 2016, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended and renewed Special Use Permit #200 for Stieb Brothers, Inc, to operate an 10,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

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

I. APPROVAL:

The application of Stieb Brothers, Inc, for an amended Special Use Permit #200 to operate a 10,000 head maximum capacity cattle feedlot operation, with related equipment and structures, as defined by CDPHE regulations, to be located in all or portions of the West Half (W2) of the Southwest Quarter (SW4) of Section 3 and the East Half (E2) of the Southeast Quarter (SE4) of Section 4 which lie North and West of the Iliff and Platte Valley Irrigation Canal all being in Township 9 North, Range 51 West of the 6th Principal Meridian, Logan County, Colorado is GRANTED, subject to the conditions set forth as follows:

1. The permit term shall be for five (5) years on the identified and approved Special Use Permit. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.

2. Continued compliance with all State of Colorado, Northeast Colorado Health Department, County and Local regulations.
3. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.
4. During the term of this permit, reviews for compliance with applicable County, State and Federal regulations will occur every five (5) years.
5. Approval is subject to Steib Brothers, Inc, acquiring the tract of land lying in the West Half of the South West Quarter (W2SW4) of Section 3, Township 9 North, Range 51 West of the 6th Principal Meridian, Logan County, Colorado, and is currently owned by the State of Colorado Board of Land Commissioners.

II. FINDINGS OF FACT:

1. The continued use on the described site is compatible with the Logan County Master Plan and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for a grow lot operation.
2. This facility is State CDPHE permitted, with a capacity limit of 10,000 head.

BE IT THEREFORE RESOLVED, that the Special Use Permit #200 is granted for the operation of a 10,000 head cattle feedlot for Stieb Brothers, Inc, with related equipment and structures, subject to the conditions set forth above and subject to application for renewal for continued permitted use by August 23, 2021. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 23rd day of August, 2016.

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

(Aye)(Nay)
Rocky L. Samber

(Aye)(Nay)
Gene A. Meisner

(Aye)(Nay)
David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 23rd day of August, 2016.

County of Logan Clerk and Recorder

Amendment #
LOGAN COUNTY SPECIAL USE PERMIT RENEWAL APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

Applicant

Name: Stieb Bros Inc Phone: 970 522-3661

Address: 23401 Rd 55 Cliff W

Landowner

Name: Same Phone: 970-522-3661

Address: Same

Description of Property:

Legal: ¼ Section SW Section 3 Township 9 Range 51

Address: 23401 City Rd 55 Access off CR or Hwy: 55

New Address Needed: Y or Subdivision Name: —

Filing — Lot — Block — Tract — Lot Size —

Current Zoning: — Current Land Use: Feedlot

Current Special Use: 2000 Hd Feedlot

Proposed Changes of Special Use: 10,000 Hd, Feedlot
Proposed 8,000 Hd Expansion

Building Plans: —

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

Dated at Sterling, Colorado, this — day of —

Signature of Applicant: Donald Stieb

Signature of Landowner: Donald Stieb Stieb Bros Inc

STIEB BROS. INC Aug. 2016
Amend SUP 200
Expand to 10,000 head feedlot
SF4 Sect 4 T9N.R51W

RESOLUTION

NO. 2016 - 25

YETTER MINOR SUBDIVISION

A Resolution approving the Final Plat for the Yetter Minor Subdivision located in the Southeast Quarter of the Southeast Quarter (SE4SE4) of Section 26, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado.

WHEREAS, Russell L. Yetter and Jewelie S. Yetter, have petitioned the Board of County Commissioners, Logan County, Colorado, to create a two (2) lot minor subdivision consisting of Lot 1, containing 23.37 acres, and Lot 2, containing 16.69 acres, all located within the following legally described property:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE4SE4) OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LOGAN COUNTY, COLORADO.

Also known as 16757 County Road 16, Atwood, Logan County, Colorado; and

WHEREAS, Russell L. Yetter and Jewelie S. Yetter have, as shown on the Final Subdivision Plat attached hereto and fully incorporated herein by reference, laid out, platted and subdivided the same into lots under the name and style of Yetter Minor Subdivision in the Southeast Quarter of the Southeast Quarter (SE4SE4) of Section 26, Township 7 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado; and

WHEREAS, the above-described parcel consists of a 40.06 acre tract located within the "EP", Environmental Protection District, and all notices and posting requirements for hearing on the Preliminary and Final Minor Subdivision Applications were properly given, and the statements of interested persons were received, and

WHEREAS, the Logan County Planning Commission recommended approval of the Preliminary and Final Plat application submitted by Russell L. Yetter and Jewelie S. Yetter, after reviewing the application, studying the staff review, and taking testimony at its regular meeting on August 16, 2016. The Chairman of the Logan County Planning Commission approved and signed the Final Plat on August 17, 2016.

NOW THEREFORE, BE IT RESOLVED pursuant to the authority set forth in C.R.S. § 30-28-133 and the Logan County Subdivision Regulations, the application for minor subdivision submitted by Russell L. Yetter and Jewelie S. Yetter to divide a 40.09-acre parcel into two (2) lots on the above described property, as platted and shown on the Final Plat attached hereto, is hereby approved.

DONE on Tuesday, the 23rd day of August, 2016.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber, Chairperson

Gene A. Meisner

David G. Donaldson

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 23rd day of August, 2016.

County Clerk and Recorder

FOR COUNTY USE

Application Fee: One hundred dollars (\$100.00) pd 7-7-2016 ✓ # 6039 Ret. # 167

Date of Planning Commission: August 16, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Special Use Permit: _____

_____ approval is subject to Steib Brothers, Inc, acquiring # tract of land lying in the _____
_____ West Half of the Southwest Quarter (W2SW4) of Section 3, Township 9 North, _____
_____ Range 51 West of the 6th Principal Meridian, Logan County, Colorado, and is _____
_____ currently owned by the State of Colorado Board of Land Commissioners. _____



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Special Use Permit: _____

Date Granted: _____

Date Denied: _____

Rocky L. Samber

Gene A. Meisner

David G. Donaldson

STIEB BROS INC Aug. 2016
Amend SUP 200
Expand to 10,000 head feedlot
SE4 Sect 4 T9N R51W

Russell & Jewell Yetter
SE4SE4 26-7-53

Date Received in the Office of the Director of Planning: 7-6-2016
Application (is) (is not) complete as submitted.
Named individual reviewing the submitted application: Carol Pivonka

FORM 3. APPLICATION FOR
PRELIMINARY PLAT APPROVAL
(To be filed in duplicate)
(Incomplete Applications will not be accepted)

Date 7-6-16
Major _____
Minor X

1. Name of Subdivision YETTER minor subdivision Cell-308-760-1964

2. Name of Applicant Jewell YETTER Phone 970-522-0867

Address 16757 CR 16 Atwood CO 80722
(Street No. and Name) (Post Office) (State) (Zip Code)

3. Name of Local Agent _____ Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

4. Owner of Record Jewell YETTER Phone SAME

Address SAME
(Street No. and Name) (Post Office) (State) (Zip Code)

5. Engineer bx Phone ~~522-1960~~

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

6. Land Surveyor LEIBERT-McAtee Phone 522-1960

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

7. Attorney _____ Phone _____

Address _____
(Street No. and Name) (Post Office) (State) (Zip Code)

8. Subdivision Location: on the North side of CR 16

_____ feet _____ of _____
(Direction) (Street)

9. Postal Delivery Area 80722 School District RE1

10. Total Acreage 40.06 Zone EP Number of Lots 2

11. Tax Map Designation: Article _____ Lot(s) _____

12. Has the Board of Adjustment granted a variance, exception, or conditional permit concerning this property?

YETTER MINOR SUBDIVISION
SE4SE4 Sect 26-07-53
Russell & Jewell Yetter 2016
16757 CR 16 Atwood

Russell & Jewelie Yetter
SE4SE4 26-7-53

If so, list Case No. and Name _____

13. Date of sketch plat approval _____

14. Have any changes been made since this plat was last before the Board? NO

If so, describe _____

15. List all land proposed to be subdivided _____

16. Park reservation approval has been granted by the Logan County Board of County Commissioners prior to Preliminary Plat hearing if subdivision is determined to be a major subdivision.

17. Owners of land 100 feet adjacent or opposite (apply to County Planning for listing).

18. Attach ten (10) copies of proposed preliminary plat.

19. Attach three (3) copies of construction plans.

20. List all contiguous holdings in the same ownership:

Section/Township/Range _____ Lot(s) _____

The applicant hereby consents to the provisions of §30-28-133, 30-28-133.1 or 30-28-137. Any applicable time periods may be extended by the county to receive a recommendation from any agency to which a plat has been referred or providing that the decision of the Planning Commission shall be made within sixty (60) days after the first meeting of the Planning Commission where the plan or plat was referred pursuant to § 30-28-136, but such extension shall not exceed thirty (30) days unless the agency has notified the county that it will require additional time to complete its recommendation.

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded with the Register of Deeds. This affidavit shall indicate the legal ownership of the property; the contract owner of the property, and the date the contract of sale was executed.

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

Jewelie Yetter 7-6-16

YETTER MINOR SUBDIVISION
SE4SE4 Sect 26-07-53
Russell & Jewelie Yetter 2016
16757 CR 16, Atwood

Applicant: Russell & Jewelie Yetter
Legal: SE4SE4 26-7-53

MY COMMISSION EXPIRES:

FOR COUNTY USE

7/6/16 pd
\$150 ✓ # 1435 Rd. # 164
\$11 ✓ # 1042 Rd. # 165

Application Fee: \$100.00 and Eleven (\$11.00) separate check for recording fee.

Date of Planning Commission: August 16, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Subdivision Exemption:

Russell

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption:

Date Granted: _____

Date Denied: _____

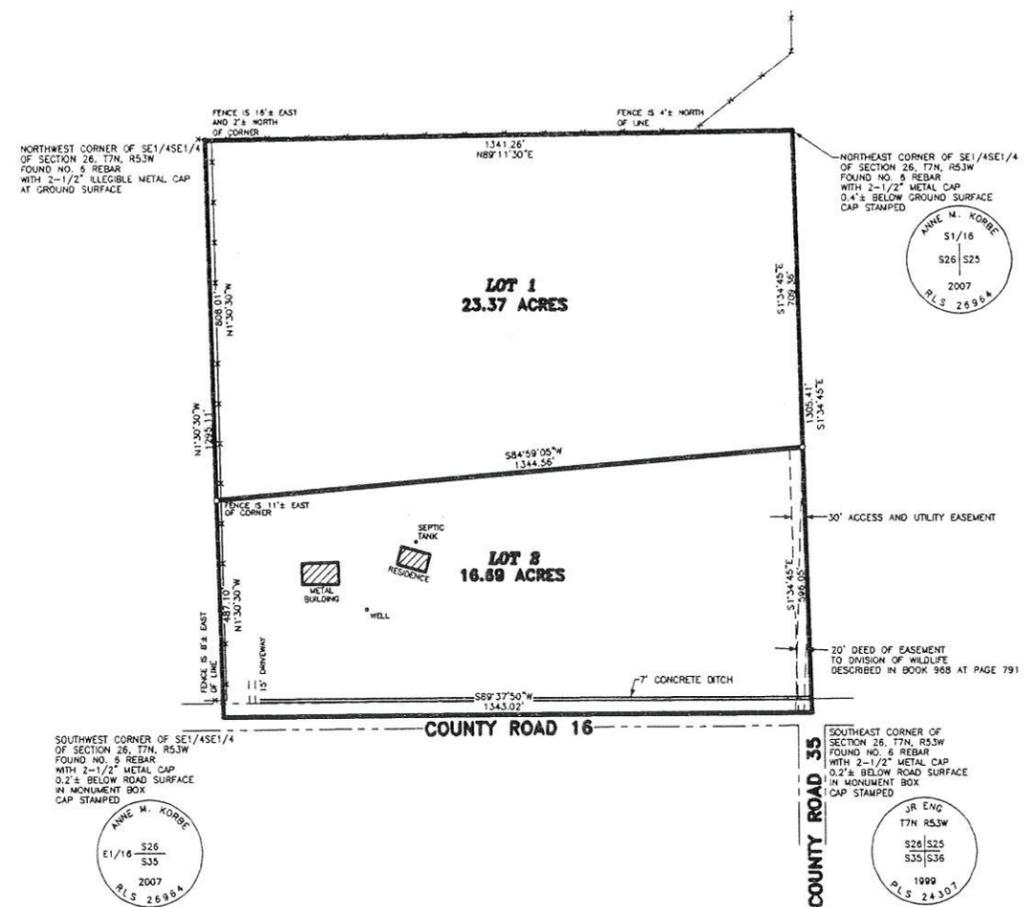
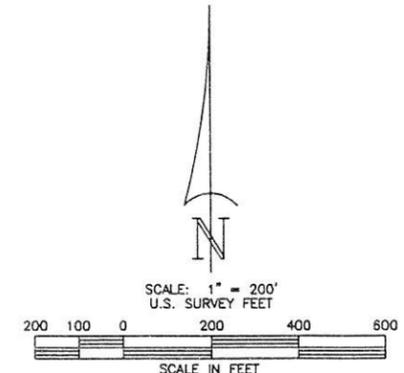
David G Donaldson (Aye) (Nay)

Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

YETTER MINOR SUBDIVISION
SE4SE4 Sect 26-07-53
Russell & Jewelie Yetter 2016
16757 CR 16, Atwood

**YETTER MINOR SUBDIVISION
OF THE SE1/4SE1/4 OF SECTION 26,
T7N, R53W OF THE 6TH P.M.,
LOGAN COUNTY, COLORADO**



SURVEYOR'S STATEMENT

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

BY: ANNE M. KORBE
FOR AND ON BEHALF OF
LEIBERT-McATEE & ASSOCIATES, INC.
R.L.S. NO. 28964

PRELIMINARY

CERTIFICATE OF DEDICATION, OWNERSHIP, AND MAINTENANCE

KNOW ALL MEN BY THESE PRESENTS THAT RUSSELL L. YETTER AND JEWELIE S. YETTER BEING THE OWNERS OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SE1/4 SE1/4) OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 53 WEST OF THE 6TH P.M., LOGAN COUNTY, COLORADO.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS, UNDER THE NAME AND STYLE OF YETTER MINOR SUBDIVISION OF THE SE1/4SE1/4 OF SECTION 26, T7N, R53W OF THE 6TH P.M., LOGAN COUNTY, COLORADO, AND DO HEREBY DEDICATE TO THE PUBLIC ALL WAYS AND OTHER PUBLIC RIGHTS-OF-WAY AND EASEMENTS FOR PURPOSES SHOWN HEREON. IT IS UNDERSTOOD AND AGREED TO BY THE OWNERS THAT THE DEDICATED ROADWAYS SHOWN ON THIS PLAT WILL NOT BE MAINTAINED BY THE COUNTY UNTIL AND UNLESS THE OWNER OR HIS ASSIGNS CONSTRUCTS THE STREETS IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS IN EFFECT AT THE DATE OF THE RECORDING OF THIS PLAT.

EXECUTED THIS _____ DAY OF _____ 20__

RUSSELL L. YETTER JEWELIE S. YETTER

STATE OF COLORADO)
COUNTY OF LOGAN) SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 20__

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE LOGAN COUNTY PLANNING COMMISSION
THIS _____ DAY OF _____ A.D. 20__

CERTIFICATE OF APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, STATE OF COLORADO.

CHAIRPERSON _____
WITNESS MY HAND AND THE CORPORATION SEAL OF LOGAN COUNTY
THIS _____ DAY OF _____ A.D. 20__

ATTEST:
COUNTY CLERK AND RECORDER _____

RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF LOGAN COUNTY AT _____ O'CLOCK _____ M. ON THE _____ DAY OF _____ A.D. 20__ IN BOOK _____ PAGE NO. _____ MAP _____ RECEPTION NO. _____

COUNTY CLERK AND RECORDER _____
BY: DEPUTY _____

PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY. RESOLUTION #99-53 RECORDED SEPTEMBER 21, 1999, IN BOOK 925 AT PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

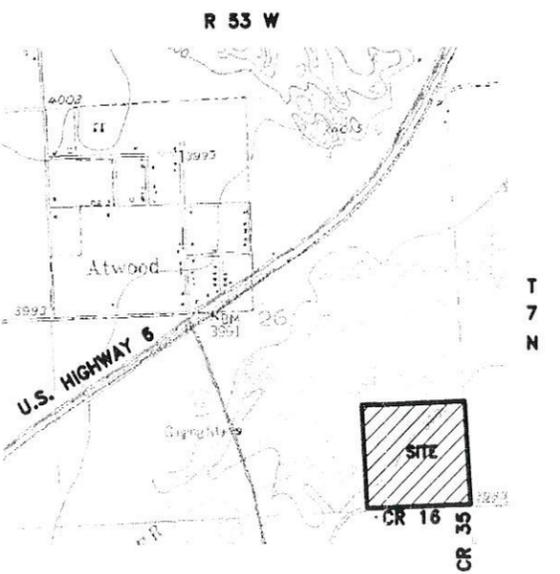
NOTES

EASEMENT INFORMATION AS PER _____
BEARINGS FOR THIS SURVEY ARE BASED ON THE ASSUMPTION THAT THE SOUTH LINE OF THE SE1/4SE1/4 OF SECTION 26, T7N, R53W BEARS SOUTH 85°37'53" WEST. THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID SE1/4SE1/4 ARE MONUMENTED AS SHOWN.
FOUND POINTS SHOWN THIS •
SET NO. 5 REBAR 24" LONG WITH YELLOW PLASTIC I.D. CAPS AT GROUND SURFACE STAMPED "ANNE M. KORBE RLS 28964" AT THE POINTS SHOWN THIS ○, UNLESS OTHERWISE NOTED.
— — — — — INDICATES AN EXISTING FENCE LINE.

SIGNIFICANT VARIANCES IN THE LOCATION OF THE SUBDIVISIONAL LINES WITH CURRENT FENCE LINES ARE SHOWN ON THE ABOVE PLAT. SINCE THIS SURVEY HAS NO JURISDICTION OVER ADJOINING LAND OWNERS, ANY PERSON MOVING, REMOVING, OR REPLACING ANY OF THESE CURRENT FENCE LINES WILL BE DOING SO AT HIS OWN RISK.

NOTICE

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



VICINITY MAP
NOT TO SCALE

REVISIONS	LEIBERT-McATEE & ASSOCIATES, INC. P.O. BOX 442 615 SOUTH TENTH AVENUE STERLING, CO 80751 970-522-1980		
TITLE	YETTER MINOR SUBDIVISION OF THE SE1/4SE1/4 OF SECTION 26, T7N, R53W OF THE 6TH P.M., LOGAN COUNTY, COLORADO		
SCALE: 1" = 200'	DR. BY: SLR	DRAWING NO.	
DATE: 6-22-16	PROJ. NO.: 900-16	SHEET 1 OF 1	

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 8, 2016

THIS AGREEMENT is made and entered into this 12 day of July, 2016, 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 "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 8, 2016.

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 have each made a finding that it is in their best interest to conduct the election to be held on **November 8, 2016**, 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:

xx 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 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 Entity and the procedures to be completed by the County Clerk hereunder. The Entity shall designate an election official who shall act as the primary liaison between the Entity and the County Clerk, and who will have primary responsibility for the conduct of election procedures to be handled by the Entity hereunder. 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.
3. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entities District within Logan County.
4. Actual use of this Agreement for any election held by the Entity shall be conditioned upon:
 - a. A determination, **by Resolution 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 Intergovernmental Agreement** being delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 30, 2016**). [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 Entity 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 ENTITY:

1. **Costs:**

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

Keep a careful and accurate accounting of all election cost including, but not limited to, time, supplies, printing cost, legal notices, temporary labor and salaries to the Clerk's administration of the election for the entity and are chargeable to the Entity.

The Entities 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 Entities District eligible to vote in Entities 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 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 Entity'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. Entities will be charged only that portion of the actual cost of the election directly attributable to its election.

County Clerk will submit to Entity a statement of charges (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. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration to be based, in part, upon the number of persons registered to vote within each Entities District.

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 Entities 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, 2016,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity 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 9, 2016.**

The County Clerk shall fax or transmit electronically the printed ballot to Entity and Entity 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 entity/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.

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 will be determined by the County Clerk.

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, a fee of current election judge wage for that position will be assessed to the Entity. Appointees of Entity 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 Entity 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 Entity) to conduct the aforesaid election, at a rate based on the number of registered electors in the Entity, where applicable.

7. **Notice of Election:**

The County Clerk shall publish Notice of 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 1-7.5-107(2.5)(a)] **Wednesday, October 19, 2016** (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.

Entities 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.

Coordinate the proper number of location(s) of VSPC's and Drop Off locations. All VSPC's will meet ADA requirements.

Provide for the security and processing of all mail-in and in-person ballots. Provide for the verification of signatures on the self-affirmation on the return envelope.

Facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

Provide provisional ballots to electors who qualify under C.R.S. 1-8.5-101. Provide a telephone number that provisional voters can call to inquire if their provisional ballot counted.

Provide Sample Ballots to the entity or to electors printed in the form of official ballots but on different color paper from the official ballots.

Provide properly trained personnel for the preparation and conduct of the election. 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 and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities 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 entity 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 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 otherwise 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 Entities election within the time required by law and forthwith 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 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 Entity, 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 Entity. The County Clerk will determine how to order notices for participating Entities; however, materials supplied by the district shall be kept together as a group. This will be done so 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.

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

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 Entity 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 Entity from the Logan County Assessor to be used to review against the voter registration.

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

1. **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, 2016**, 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 Entity 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 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.

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.

3. Amendment 1 Notice:

The Entity shall provide the full text of any required ballot issue (LABOR) notices to County Clerk by the end of the business day on Tuesday, September 27, 2016. [Section 1-7-904, C.R.S.]

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

4. Costs:

Entity shall remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.49/mile), specific to the Entities share of these identified election costs to the County Clerk upon receipt of the statement.

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 Entities election.

County Clerk will submit to Entity a statement of charges (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 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. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration to be based, in part, upon the number of persons registered to vote within each Entity.

In the event that the Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Entity shall within thirty days promptly pay the Clerk the full cost of the activities of the Clerk relating to the notice, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Entity is a special district in the office of the Division of Local Government.

5. **Call and Notice:**

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

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

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

Entity 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.

7. **Property Ownership Verification:**

Special Districts only: Provide personnel to verify property ownership within said District boundaries 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/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 **July 29, 2016**.

8. **Election Judges:**

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 will be determined by the County Clerk.

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, a fee of current election judge wage for that position will be assessed to the Entity. Appointees of Entity shall be sworn in and deputized as an election judge.

9. **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. A representative from the Entity 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 Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 9, 2016**.

10. **Election Day Activities:**

Entity 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 Entity, a fee not to exceed \$20.00 per hour per judge will be assessed to Entity. Appointees of the Entity will be sworn in and deputized as an election judge.

Entity 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.

11. **Recount:**

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

12. **Write-In Candidates:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110th day before the election (**Thursday, July 21, 2016**) and forward a copy via fax or email daily to the County Clerk.

13. **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, shall be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice and receipt of all documentation of applicable costs. Tuesday, September 6, 2016 (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, 2016 (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.]

EXHIBIT B
AUDIO FOR ADA UNIT

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

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

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

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

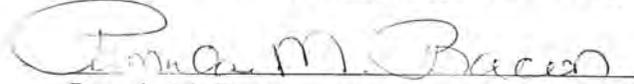
To be in compliance with the above statute and rules, the Logan County Clerk and Recorder's office will accept recorded pronunciations of their names in any format which may be able to be used by our office. Please inform candidates within your jurisdiction of the necessity of recording the correct pronunciation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

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

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

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**

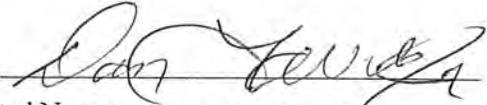
By: _____
Chairman of the Board

Attest:

Logan County Clerk & Recorder

(seal)

CITY OF STERLING, COLORADO

By: 

Printed Name: Dan Torres, Jr.
Title: Mayor

Designated Election Official for the Entity:
Debra Lyn Forbes

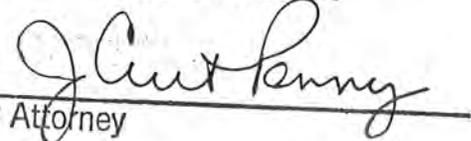
Mailing Address: P.O. Box 4000
Sterling, CO 80751

Phone: (970) 522-9700

Fax: (970) 521-0632

Email: dforbes@sterlingcolo.com

APPROVED AS TO FORM:



City Attorney

* * * * *

On or before **Tuesday, August 30, 2016**: Resolution and Intergovernmental Agreement to County Clerk [1-7-116(2), C.R.S.] 70 days

No later than **Tuesday, September 6, 2016**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days

No later than **Friday, September 9, 2016**: Certify ballot content to County Clerk [1-5-203(3)(a), C.R.S.] 60 days

Friday, September 23, 2016: 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 27, 2016**: Provide full text of Article X, Section 20 ballot issue notice [1-7-904, C.R.S.] 42 days

No later than **Friday, October 14, 2016**: 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 8, 2016

THIS AGREEMENT is made and entered into this 18 day of Aug, 2016, by and between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (hereinafter referred to as "County Clerk"), and **RE-1 Valley School District** (hereinafter referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 8, 2016.

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 have each made a finding that it is in their best interest to conduct the election to be held on **November 8, 2016**, 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:

xx 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 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 Entity and the procedures to be completed by the County Clerk hereunder. The Entity shall designate an election official who shall act as the primary liaison between the Entity and the County Clerk, and who will have primary responsibility for the conduct of election procedures to be handled by the Entity hereunder. 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.
3. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entities District within Logan County.
4. Actual use of this Agreement for any election held by the Entity shall be conditioned upon:
 - a. RECEIVED 07/21/2016-A determination, by **Resolution 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 Intergovernmental Agreement** being delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 30, 2016**). [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 Entity 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 ENTITY:

1. **Costs:**

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

Keep a careful and accurate accounting of all election cost including, but not limited to, time, supplies, printing cost, legal notices, temporary labor and salaries to the Clerk's administration of the election for the entity and are chargeable to the Entity.

The Entities 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 Entities District eligible to vote in Entities 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 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 Entity'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. Entities will be charged only that portion of the actual cost of the election directly attributable to its election.

County Clerk will submit to Entity a statement of charges (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. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration to be based, in part, upon the number of persons registered to vote within each Entities District.

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 Entities 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, 2016**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity 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 9, 2016.**

The County Clerk shall fax or transmit electronically the printed ballot to Entity and Entity 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 entity/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.

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 will be determined by the County Clerk.

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, a fee of current election judge wage for that position will be assessed to the Entity. Appointees of Entity 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 Entity 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 Entity) to conduct the aforesaid election, at a rate based on the number of registered electors in the Entity, where applicable.

7. **Notice of Election:**

The County Clerk shall publish Notice of 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 1-7.5-107(2.5)(a)] **Wednesday, October 19, 2016** (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.

Entities 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.

Coordinate the proper number of location(s) of VSPC's and Drop Off locations. All VSPC's will meet ADA requirements.

Provide for the security and processing of all mail-in and in-person ballots. Provide for the verification of signatures on the self-affirmation on the return envelope.

Facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

Provide provisional ballots to electors who qualify under C.R.S. 1-8.5-101. Provide a telephone number that provisional voters can call to inquire if their provisional ballot counted.

Provide Sample Ballots to the entity or to electors printed in the form of official ballots but on different color paper from the official ballots.

Provide properly trained personnel for the preparation and conduct of the election. 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 and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities 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 entity 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 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 otherwise 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 Entities election within the time required by law and forthwith 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 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 Entity, 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 Entity. The County Clerk will determine how to order notices for participating Entities; however, materials supplied by the district shall be kept together as a group. This will be done so 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.

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

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 Entity 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 Entity from the Logan County Assessor to be used to review against the voter registration.

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

1. **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, 2016**, 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 Entity 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 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.

2. **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.

3. **Amendment 1 Notice:**

The Entity 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 27, 2016**. [Section 1-7-904, C.R.S.]

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

4. **Costs:**

Entity shall remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.49/mile), specific to the Entities share of these identified election costs to the County Clerk upon receipt of the statement.

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 Entities election.

County Clerk will submit to Entity a statement of charges (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. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration to be based, in part, upon the number of persons registered to vote within each Entity.

In the event that the Entity resolves not to participate in the Election, notice of such resolution shall be provided to the Clerk immediately. The Entity shall within thirty days promptly pay the Clerk the full cost of the activities of the Clerk relating to the notice, including without limitation production and mailing costs, incurred both before and after the Clerk's receipt of such notice. The Entity shall provide notice by publication of the cancellation of the Election and a copy of the notice shall be posted in the office of the Clerk, in the office of the Designated Election Official (as defined in the Code) and, if the Entity is a special district in the office of the Division of Local Government.

5. **Call and Notice:**

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

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

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

Entity 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.

7. **Property Ownership Verification:**

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

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 **July 29, 2016**.

8. **Election Judges:**

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 will be determined by the County Clerk.

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, a fee of current election judge wage for that position will be assessed to the Entity. Appointees of Entity shall be sworn in and deputized as an election judge.

9. **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. A representative from the Entity 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 Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 9, 2016**.

10. **Election Day Activities:**

Entity 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 Entity, a fee not to exceed \$20.00 per hour per judge will be assessed to Entity. Appointees of the Entity will be sworn in and deputized as an election judge.

Entity 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.

11. **Recount:**

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

12. **Write-In Candidates:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 110th day before the election (**Thursday, July 21, 2016**) and forward a copy via fax or email daily to the County Clerk.

13. **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, shall be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice and receipt of all documentation of applicable costs. **Tuesday, September 6, 2016** (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, 2016** (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.]

EXHIBIT B
AUDIO FOR ADA UNIT

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

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

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

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

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

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

* * * * *

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No later than **Tuesday, September 6, 2016**: Deadline for cancellation of election (Nonpartisan candidate only election) [1-5-208(1.5), C.R.S.] 63 days

No later than **Friday, September 9, 2016**: Certify ballot content to County Clerk [1-5-203(3)(a), C.R.S.] 60 days

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No later than **Tuesday, September 27, 2016**: Provide full text of Article X, Section 20 ballot issue notice [1-7-904, C.R.S.] 42 days

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NO ELECTION MAY BE CANCELLED IN PART!

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**

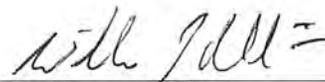
Attest:

Logan County Clerk & Recorder

(seal)

By: _____
Chairman of the Board

RE-1 Valley School district

By: 
Printed Name: William J. Ball II
Title: President / District 2

Designated Election Official for the Entity:
Kelly Jo Harlow
Mailing Address: 301 Hagen St
Sterling, CO 80751
Phone: (970) 522 - 0792
Fax: (970) 522 - 0525
Email: harlowk@Re1valleyschools.org

CAPACITY COMMITMENT AGREEMENT

This Capacity Commitment Agreement (the "Agreement") is effective as of _____, 2016 (the "Effective Date"), by and between Clean Energy Collective, LLC, a Colorado limited liability company (the "Company") and Logan County, Colorado, a Colorado statutory county ("Customer"). Company and Customer are collectively referred to herein as the "Parties" and individually as a "Party".

WHEREAS, the Company is a Solar Service Provider in the business of developing Solar Energy Facilities which generate solar electricity which is sold to utilities in return for utility bill credits;

WHEREAS, Xcel Energy (the "Utility") has awarded to Company the right to develop certain Solar Energy Facilities in connection with the Utility's Solar Rewards Community Service program, whereby customers may sell generated solar electricity in return for utility bill credits issued by the Utility ("Solar Bill Credits");

WHEREAS, Customer desires to commit to purchase from Company total nameplate production capacity of 1.4 MW in one or more of Company's Solar Energy Facilities (the "Customer Commitment"), as such capacity becomes available and allocated to Customer in accordance with this Agreement;

WHEREAS, each such allocation shall be purchased pursuant to the terms of the agreement attached as Exhibit A (the "Solar Production Agreement"), and incorporated herein by reference;

WHEREAS, Company desires to sell such Production Capacity to Customer as capacity becomes available pursuant to the terms and conditions of such Solar Production Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. If not defined in this Agreement, capitalized terms shall have the meanings set forth in the Net Metering Agreement, unless a different meaning is clearly indicated by the context.
2. Term. Company shall have three (3) years from the Effective Date of this Agreement (the "Fulfillment Period") to allocate up to 1.4 MW of nameplate Production Capacity in Company's Solar Energy Facilities to Customer, after which time, Company shall not be obligated to allocate and Customer shall not be obligated to enter into any further Net Metering Agreements with respect to the Customer's Commitment, provided however that the rights and obligations of each Solar Production Agreement executed by the parties thereto shall be unaffected by the expiration of the Fulfillment Period
3. The Allocation of Capacity. During the Fulfillment Period, Company shall allocate to Customer from time to time up to 1.4 MW in aggregate nameplate Production Capacity in various Solar Energy Facilities, by providing to Customer one or more an agreements regarding such allocation substantially in the form of the Solar Production Agreement attached hereto. The Seller under each such Agreement may be Company or a Company affiliate, as determined by

Company. Customer shall execute such agreement(s) within ten (10) days of receipt thereof. Customer accounts that are eligible to receive Net Metering Credits are listed in Exhibit B. Customer agrees to take no actions that will cause Customer to be ineligible to be allocated any portion of the Customer Commitment pursuant this Agreement, due to exceeding any limitation applicable to Customer's receipt of billing credits under the terms and conditions of the Utility's Solar Rewards Community Service program.

4. Assignment. Customer shall not assign or transfer this Agreement without the prior written consent of Company, which shall not be unreasonably withheld. Company shall not assign or transfer this Agreement without the prior written consent of Customer which shall not be unreasonably withheld. Notwithstanding the foregoing, Company is expressly permitted to assign its rights and responsibilities under this Agreement, without obtaining Customer's consent and in its sole discretion, to any entity owned or controlled by Company or under common ownership or control with Company.
5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of Colorado, and any legal proceedings shall be brought in state courts of the State of Colorado.
6. Notices. In the event that any notice or other communication is required or permitted to be given hereunder, such notice or communications will be in writing and may be delivered in person or sent by certified mail, overnight courier or transmitted by facsimile to the address of the addressee as specified below. Except as otherwise provided, all such notices or other communications will be deemed to have been duly given and received upon receipt.

To Company: Clean Energy Collective, LLC
361 Centennial Parkway, Suite 300
Louisville, Colorado 80027
Attn: Paul Spencer
With a copy by email to: paul.spencer@easycleanenergy.com

To Customer: Chair, Board of County Commissioners of Logan County
315 Main Street, Suite #2
Sterling, Colorado, 80751

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any other agreement or understanding, written or oral.
8. Modification and Waiver. This Agreement may be modified, or any provision waived, only by a written instrument signed by both Parties.
9. Authority. The Parties represent and warrant that they have full authority to execute and deliver this Agreement and to perform their obligations under this Agreement, and that the person whose signature appears on the Agreement is duly authorized to enter into this Agreement on behalf of the respective Party.

10. Severability. Should any terms of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of the Agreement will remain in full force and effect.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed by its authorized representative as of the date of last signature provided below.

CLEAN ENERGY COLLECTIVE, LLC

By: _____

Name: Paul Spencer

Title: Chief Executive Officer

Date: _____

CUSTOMER

Logan County, Colorado, a Colorado statutory county

By: _____

Printed Name: Rocky L. Samber

Title:

Chair, Board of County Commissioners of Logan County

Date: _____

EXHIBIT A

(Solar Production Agreement Inserted Here)

EXHIBIT B

Customer Account Information

Customer accounts that are authorized to receive allocations of Production Capacity from Company's Solar Energy Facilities are listed below:

Location	Premise #	Meter	Class	Energy Usage (kWh/Yr)	120% Usage	System Size
1120 Pawnee Ave RVPKG	300974720	W31965 T	SG	3,920	4,704	2.34
1120 Pawnee Ave Fair	301473444	6830375 2	SG	8,960	10,752	5.34
1120 Pawnee Ave Stand	300692510	W24259 T	SG	53,520	64,224	31.90
1115 N Division Ave	300676032	W37295 T	SG	21,400	25,680	12.76
1120 Pawnee Ave Exhi	300690473	6055878 1	SG	91,520	109,824	54.56
821 N Division Ave	300692426	W53507	SG	85,400	102,480	50.91
508 S 10th Ave 1	300679941	5387846 1	SG	210,720	252,864	125.62
110 Riverview Rd	301288416	W45360 T	SG	1,558,800	1,870,560	929.24
315 Main St	304036246	W37736 T	SG	302,480	362,976	180.32
315 Main St	301154193	4500422 0	SG	17,200	20,640	10.25

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