

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, July 21, 2015 - 9:00 a.m.**

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

Approval of the Minutes of the July 14, 2015 meeting.

**Unfinished Business
New Business**

Consideration of the approval of an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

Consideration of the approval of the following Logan County Lodging Tax Board projects:

- Volunteer Incentive-Cowboy Breakfast and RAP Luncheon up to - \$360.
- Sugar Beet Days - \$5,000.
- Explore Sterling Display Cases - \$1,000.
- Explore Sterling Gift Bags - \$2,500.

Consideration of the approval of an agreement between Logan County and McAtee Construction Company for materials, equipment and labor necessary to complete the 2015 Overlay Program.

Consideration of the approval of an agreement between Logan County and Peetz Telephone Company for use of the county Right of Way along CR 57 for a fiber optic cable.

Consideration of the approval of an agreement between Logan County and Peetz Telephone Company for use of the county Right of Way along CR 61 for a fiber optic cable.

**Other Business
Miscellaneous Business/Announcements**

The next regular business meeting will be scheduled for Tuesday, July 28, 2015, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

July 14, 2015

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

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

Also present:

Alan Samber	Logan County Attorney
Pamela M Bacon	Logan County Clerk and Recorder
Marie Granillo	Deputy Clerk
Don Mason	Knight of Columbus
Thomas Lederhos	
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

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

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes for the July 7, 2015 meeting.
- Acknowledgement of the receipt of Landfill Supervisor's report for the month of June, 2015.
- Acknowledged the receipt of the Semi-Annual Financial Statement from the Logan County Treasurer for the period January 1, 2015 through June 30, 2015.
- Acknowledged the receipt of the Treasurer's Report for the month of June, 2015.
- Acknowledged the receipt of Public Trustee's Quarterly report for the second quarter of 2015.
- Acknowledged the receipt of Clerk and Recorder's Report for the month of June, 2015.

Commissioner Meisner moved to approve the Consent Agenda for the July 14, 2015 board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Chairman Samber opened a Public Hearing for consideration of the approval of an application for Special Events 6% Beer License on behalf of the Knights of Columbus to operate a beer

garden at the Logan County Fair on August 1, and August 4 - 9, 2015.

- Tom Lederhos addressed the Board regarding his opposition of having the Beer Garden at the Logan County Fair.
- Don Mason of the Knights of Columbus addressed the Board.

Chairman Samber closed the Public Hearing on the consideration approval of the Special Beer License for the Knights of Columbus to operate the Beer Garden at the Logan County Fair.

Commissioner Donaldson made a motion to approve an application for Special Events 6% Beer License on behalf the Knights of Columbus to operate a beer garden at the Logan County Fair on August 1, and August 4 - 9, 2015 and authorize the chairman to sign. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2015-21 concerning an increase in the Emergency Reserve for the Logan County Pest District in Fiscal Year 2015 in compliance with Amendment One (Tabor). Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve an agreement between Logan County Fair and Rodeo d/b/a the Board of County Commissioners of Logan County and Kevin Rich d/b/a Wild West Cattle Company for production of a professional bull riding event at 2015 Logan County Fair. 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, July 21, 2015 at 9 a.m. at the Logan County Courthouse in the hearing chambers.

There being no further business to come before the Board the meeting was adjourned at 9:19 a.m.

Submitted by:


Logan County Clerk & Recorder

Approved: July 21, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 3, 2015

LOGAN COUNTY

JUL 15 2015

CLERK & REC

THIS AGREEMENT is made and entered into this 16 day of June, 2015, 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 "District"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and District have each made a finding that it is in their best interest to conduct the election to be held on **November 3, 2015**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

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

 Ballot Issue (TABOR) Ballot Questions X Candidates

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

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

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

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

1. **Costs:**

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

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

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

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

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

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

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

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

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

2. **Ballot Preparation:**

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

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

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

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

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

3. **Election Judges:**

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

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

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

District shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

4. **Signature Verification:**

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

5. **Preparation of Voter Lists:**

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

6. **Election Supplies:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by District) to conduct the aforesaid election, at a rate based on the number of registered electors in the District, where applicable.

7. **Notice of Election:**

The County Clerk shall publish Notice of Election. District's candidates and/or ballot question will be included in the Notice. Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-7.5-107(2.5)(a)] **Wednesday, October 14, 2015** (at least 20 days before each election if conducting as a mail in ballot election)

8. **Election Day Preparation:**

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

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

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

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

9. **Election Day Activities:**

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

10. **Counting of Ballots and Recounts:**

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

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

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

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

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

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

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

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

11. **Storage and Records:**

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

12. **TABOR Notice:**

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

13. **Mailing the TABOR Notice:**

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

14. **Property Owners:**

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

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

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

1. **Ballot Certification:**

The District must certify ballot content to County Clerk no later than **Friday, September 4, 2015**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.]

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

The District shall submit the final in English and Spanish Text (when applicable). The County Clerk will notify you if applicable. Send the file by e-mail to baconp@logancountyco.gov and submit a printed text copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable word format.

The District is responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise.

2. **Amendment 1 Notice:**

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

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

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

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

3. **Costs:**

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

4. **Call and Notice:**

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

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

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

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

6. **Property Ownership Verification:**

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

Per Secretary of State Rule 4.1.3 The designated election official of each participating political subdivision must certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election.

7. **Election Judges:**

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

District shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the District, a fee of \$20.00 per hour per judge will be assessed to District. Appointees of District shall be sworn in and deputized as an election judge.

8. **Testing of Ballots:**

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

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

9. **Election Day Activities:**

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

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

10. **Recount:**

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

11. **Write-In Candidates:**

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

12. **Cancellation of Election:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the District, expenses incurred by the County Clerk on behalf of District relating to the election, both before and after the County Clerk's receipt of such notice, shall be paid by the District within thirty (30) days after receiving the County Clerk's invoice and receipt of all documentation of applicable costs. **Tuesday, September 1, 2015** (63 days before the election) is the deadline for cancellation of the election, if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions. **Friday, October 9, 2015** (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.]

* * * * *

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

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

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

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

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

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

NO ELECTION MAY BE CANCELLED IN PART!

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

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

RE1 VALLEY SCHOOL DISTRICT

By: *JL*

Printed Name: Jennifer Logan

Title: Executive Assistant to the Superintendent & Board of Education

Designated Election Official for District:

Jennifer Logan

Mailing Address: 301 Hagen St.
Sterling, CO 80751

Phone: (970) 522 - 0792 x1245

Fax: (970) 522 - 0525

Email: Logan.je@re1valleyschools.org

LOGAN COUNTY LODGING TAX BOARD

FUNDING REQUEST FORM

Date: 7/10/15 Project Title: Volunteer Incentive-Cowboy Breakfast and RAP Luncheon

Responsible Party: (Signature) Marilee Johnson, TIC Coordinator

Funds Payable to: (Organization) Sterling Lions Club

Mailing Address: _____

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted must be cleared with the board before any bills will be paid. Failure to do this will also affect funding for future projects. Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: Aug. 5 and 17 (approx.), 2015

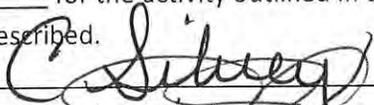
Total cost of project: up to \$360

Amount requested: up to \$360

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back. For volunteers to attend to attend the Cowboy Breakfast on Aug. 5 and the RAP Salad Luncheon on (approx.) Aug. 17. Up to 30 volunteers at \$6 each for both events.

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ up to 360 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 7/13/2015

LCLTB Treasurer's Endorsement  Date: 7/13/15

Logan County Commissioners approve the amount of \$ _____
Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return completed forms and receipts within 90 days of completion of the event
See Reverse Side REVISED SEPT 2013

LOGAN COUNTY LODGING TAX BOARD FUNDING REQUEST FORM

Date: July 13, 2015 Project Title: _____
 Responsible Party: (Signature) Chip Steger
 Funds Payable to: (Organization) SUGAR BEET DAYS
 Mailing Address: 804 W. MAIN STERLING, 80751

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: Sept 18-20, 2015
 Total cost of project: _____
 Amount requested: \$5000⁰⁰

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.
PROMOTE, ADVERTISE & MARKET SUGAR BEET DAYS

 THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 5000⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 7/12/15

LCLTB Treasurer's Endorsement [Signature] Date: 7/13/15

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

See Reverse Side

**LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM**

Date: 7/10/15 Project Title: Explore Sterling Display Cases
Responsible Party: (Signature) Lacey New
Funds Payable to: (Organization) Logan County Chamber
Mailing Address: P.O. Box 1683

By completing this form, the responsible party agrees to **include the words "Funds provided by www.ExploreSterling.com"** in all media announcements and/or printed material about the project. **Changes in details** for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2015
Total cost of project: \$1,000
Amount requested: \$1,000

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

see attached

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$ 1000 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 7/13/15

LCLTB Treasurer's Endorsement [Signature] Date: 7/13/15

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

See Reverse Side

The glass display cases will be placed at various locations (Old Town Bistro, North Sterling Reservoir, Chamber, etc.) around the Sterling area. They will allow for the dynamic display of information regarding Sterling events and attractions. The goal is to promote the additional activities available in the area, which will encourage out-of-town guests to either extend their current stay or make plans to visit Sterling again in the near future. Possible displays could include information about area attractions like the Overland Trail Museum and Pawnee National Grasslands, various art installations in the area, current and upcoming events, shopping destinations, and local cuisine.



*Microscopio per l'osservazione
di cellule vegetali
1918*



**LOGAN COUNTY LODGING TAX BOARD
FUNDING REQUEST FORM**

Date: 7/10/15 Project Title: Explore Sterling Gift Bags
Responsible Party: (Signature) Lacey New
Funds Payable to: (Organization) Logan County Chamber
Mailing Address: P.O. Box 11883

By completing this form, the responsible party agrees to include the words "Funds provided by www.ExploreSterling.com" in all media announcements and/or printed material about the project. Changes in details for an event, such as location, length of event, etc. that were presented to the LTB at the time the request was submitted and accepted **must be cleared with the board before** any bills will be paid. Failure to do this will also affect funding for future projects.

Fifty percent or more of the advertising funds used to promote the event should be spent to reach outside of Logan County.

Date(s) of Activity: 2015
Total cost of project: \$15,000
Amount requested: \$2,500

Describe briefly how funds will be used then attach detailed information to this form as requested in the guidelines on the back.

See attached

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board Requests approval from the County Commissioners in the amount of \$2500 - for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: [Signature] Date: 7/13/2015

LCLTB Treasurer's Endorsement [Signature] Date: 7/13/15

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

Reimbursement forms must be obtained from the finance department at the Logan County Courthouse. For reimbursement, return **completed forms and receipts** within 90 days of completion of the event

See Reverse Side

Small Plastic Bags: The small plastic gift bags will be used primarily for conferences with large numbers of attendees. These new bags with the "Explore Sterling" logo will replace the generic bags that are currently being used. The improved design is much more aesthetically pleasing and will reinforce the "Explore Sterling" brand. The bags are stuffed with information about Sterling's amenities and activities, encouraging further exploration of our town and everything it has to offer.

Large Canvas Totes: The larger canvas totes will be used primarily for events that draw large numbers of out-of-town guests to the Sterling area, such as Sugar Beet Days, Pedal the Plains, Tri On the Plains, Flat Lander's Car Show, etc. Like the smaller bags, these totes will also have the "Explore Sterling" logo and will be filled with information about events, amenities and attractions found in Sterling. These attractive bags offer a great "take-home" form of advertising, the overall goal being to draw people to multiple events throughout the year and thereby increase the number of times they choose to stay in Sterling hotels.

Visitors to the Tourist Information Center will also have the opportunity to receive a complimentary tote when they visit any of a number of local businesses and present their out-of-town ID.

Logan County 2015 Overlay Program
AGREEMENT

THIS AGREEMENT, made this _____ day of July, 2015 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and McAtee Construction Company, hereinafter called Contractor.

It is understood that the representative of the County shall be the Logan County Road and Bridge Foreman.

WITNESSETH, that the Contractor and the County for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2015 Overlay Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed by September 30, 2015.
- B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

- A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of road and bridge foreman.
- B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

Hot Bituminous Paving Grading F - Unit Price Per Ton \$83.00

ARTICLE IV - Extra Work

If the County orders, in writing, the performance of any work not covered or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a negotiated unit price.

ARTICLE V - Correction of Work

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance by the County.

ARTICLE VI - Insurance

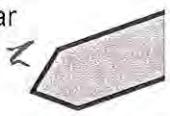
Prior to the commencement of any work on the project, Contractor shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability:

- A) General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
- B) Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
- C) Worker's Compensation Insurance in accordance with Colorado law.

ARTICLE VII - Work Locations

Areas where work is to be completed by Contractor under scope of this contract will be determined by the County.

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



BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

By: _____
Chairman

Attest: _____
County Clerk and Recorder

CONTRACTOR:

By: *[Signature]*

Attest: *[Signature]*

Name:

Address:

Row Permit # 2015-28

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

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

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description): See Attached Maps and narrative; and

WHEREAS, Applicant desires to install and construct a Fiber Optic Cable, which will be located (Circle One) along, under, or across See Attached Maps, to benefit the above described premises; and

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

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

- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct a buried Fiber Optic Cable, described above, in the right of way of See Attached Maps, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than December 30th 2015.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

PEETZ TELEPHONE CO
ROW # 2015-28
June 2015
E2 10-11-51 to W2 14-11-51

Name:
Address:
Row Permit # _____

Applicant hereby releases the County from any liability for damages caused by said Fiber Optic Construction, whether caused by employees or equipment of the County, or others, at any time. Further, Applicant agrees to protect, save and hold harmless, and indemnify the County from and against all liability, loss, damages, personal injuries or expenses suffered by or imposed against the County by reason of the construction, installation or maintenance of the above described improvement.

No perpetual easement or right of way is granted by this instrument and should Applicant's use of said right-of-way interfere with the County's use, or intended use of said right-of-way, Applicant will remove or relocate the same upon demand of the County. Applicant shall pay all costs of such removal or relocation.

This Agreement shall be a covenant running with the above-described real property and shall be binding upon the parties hereto, their heirs, successors, personal representatives, and assigns.

Other Provisions: _____

Owner #1 _____ Printed name _____
Signature _____

Owner #2 _____ Printed Name _____
Signature _____

Individual Right-of-Way Permit Applicant:
The Peetz Cooperative Telephone Company
Printed name
Burt Wari General Manager
Signature
Address: 601 Main Street
Peetz CO 80747

\$300 Receipt 176730
Application Fee Paid 7-2-2015 ✓ #11154
Date _____

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

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

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

David G. Donaldson (Aye) (Nay)

Rev. 5/2014

PEETZ TELEPHONE CO
ROW # 2015-28
June 2015
E2 10-11-51 to W2 14-11-51

Carol Pivonka

From: Brent Davis <brent@peetzplace.com>
Sent: Wednesday, June 24, 2015 10:05 AM
To: Carol Pivonka
Subject: ROW Permit Application
Attachments: CCF06242015_00001.pdf

Hi Carol,

Here is the permit application that I spoke to you about on the phone this morning. The construction starts at County Road 57 and County Road 72 and continues south along County Road 57 for 2 miles. There is one crossing on road 57 that will be trenched or plowed across. The last page of the maps shows another piece of construction that starts at County Road 61 and County Road 72 and continues south to the customers house. There are no crossings on this portion.

I have highlighted all of the construction along with the road numbers.

Please let me know if you have any questions.

Thanks

Brent Davis
The Peetz Cooperative Telephone Company
601 Main Street
Peetz, CO 80747
(970) 334-2278

Narrative for ROW project.

PEETZ TELEPHONE CO
ROW # 2015-28
June 2015
E2 10-11-51 to W2 14-11-51

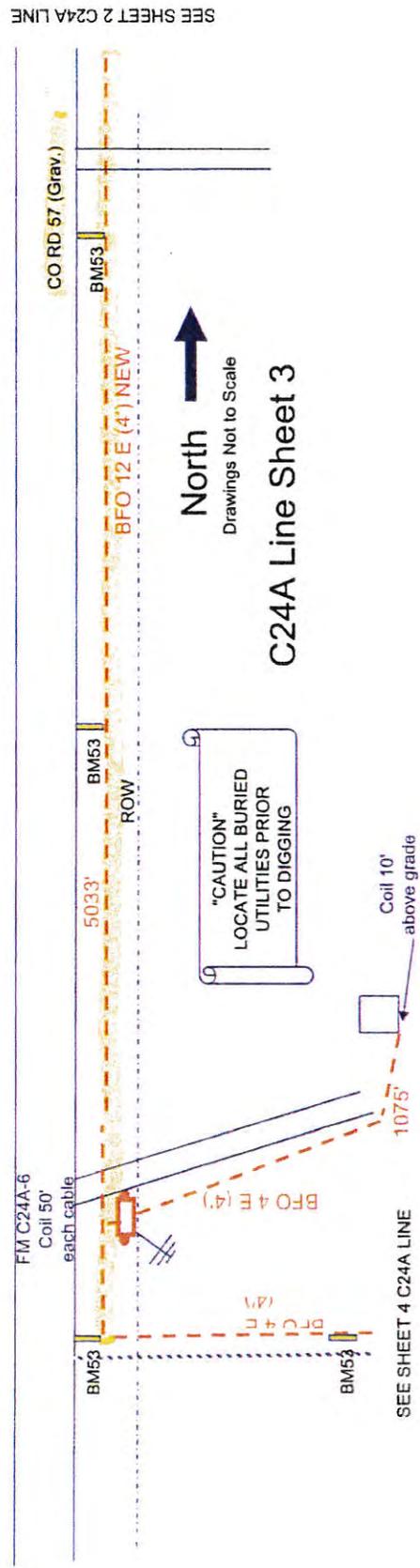
Burried Plant
 Staking Sheet and Plant Record
 Peetz Cooperative Telephone Company

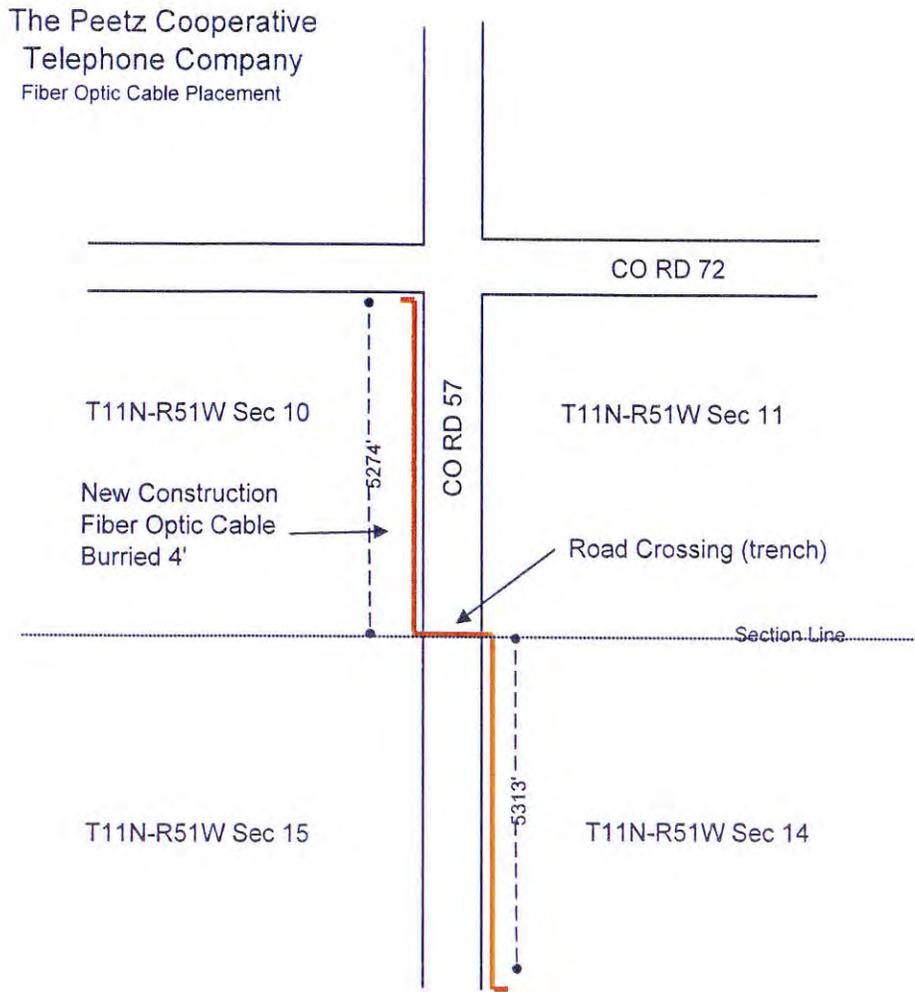


SECTION 13 & 14 Date 5/4/2015
 TOWNSHIP 11 Revision 1
 RANGE 50 "As Built Date"

PED No	POLE	BHF	BHF-G	BFO 12	BFO 4	BM53	DROPS	0	0	0	0	0	0	0	0	0	0
FM C24A-6	BA3	2	1	5033	4	1075											

ROW





Nearest Intersection: CR 72 and CR 57
 Distance From Intersection: Starting at the intersection. Construction continues 10587' along ROW.
 Section/Township/Range: 10-T11N-R51W, 11-T11N-R51W, 15-T11N-R51W, and 14-T11N-R51W

PEETZ TELEPHONE CO
 ROW # 2015-28
 June 2015
 E2 10-11-51 to W2 14-11-51

Name:

Address:

Row Permit # 2015-29

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

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PEETZ TELEPHONE CO
ROW # 2015-29
June 2015
W2 07-11-50

Name:
Address:
Row Permit # _____

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Other Provisions: _____

Owner #1

Signature Printed name _____

Owner #2

Signature Printed Name _____

Individual Right-of-Way Permit Applicant:
The Peetz Cooperative Telephone Company
Printed name
Burt Wain General Manager
Signature
Address: 601 Main Street
Peetz CO 80747

\$50 Application Fee Paid 7-2-2015 Receipt # 176730 # 11154
Date _____

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

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

Rocky L. Samber (Aye) (Nay)

Gene A. Meisner (Aye) (Nay)

David G. Donaldson (Aye) (Nay)

Carol Pivonka

From: Brent Davis <brent@peetzplace.com>
Sent: Wednesday, June 24, 2015 10:05 AM
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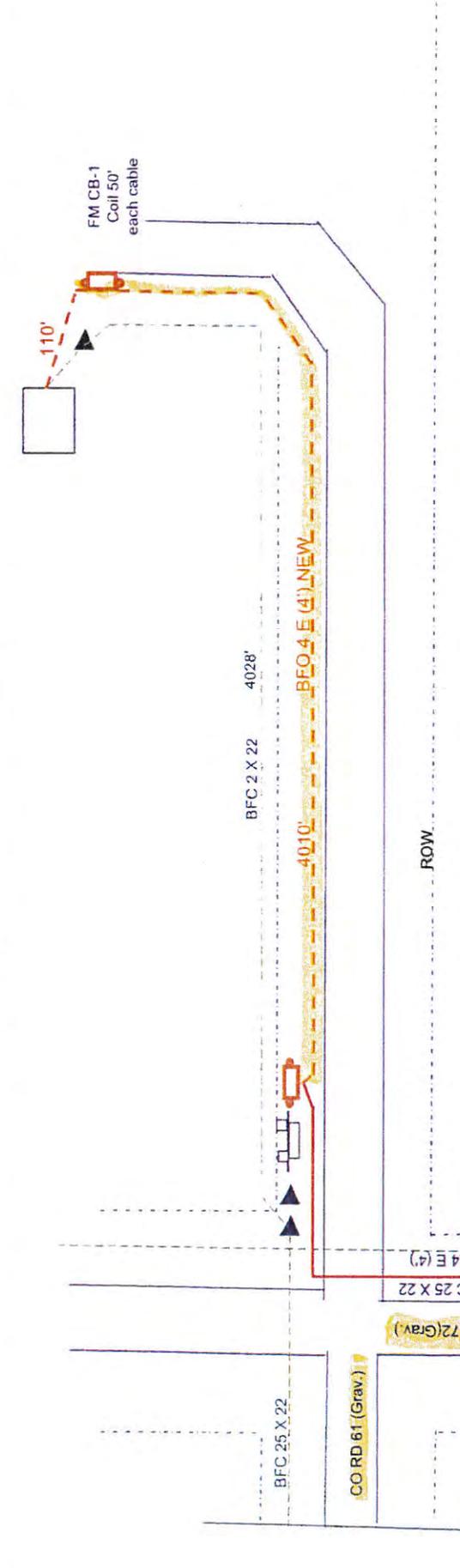
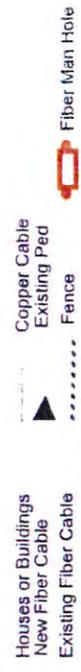
Narrative for ROW project.

PEETZ TELEPHONE CO
ROW # 2015-29
June 2015
W2 07-11-50

Burried Plant
Staking Sheet and Plant Record
Peeetz Cooperative Telephone Company

SECTION 7 Date 5/4/2015
 TOWNSHIP 11 Revision 1
 RANGE 50 "As Built Date"

PED No	POLE	BHF	BHF-G	BFO 12	BFO 4	BM53	DROPS	0	110	0	0	0	0	0	0	0	0	0
FM CB-1	BA3				BFO 4		BFO 4											
	2		1		4010		110											

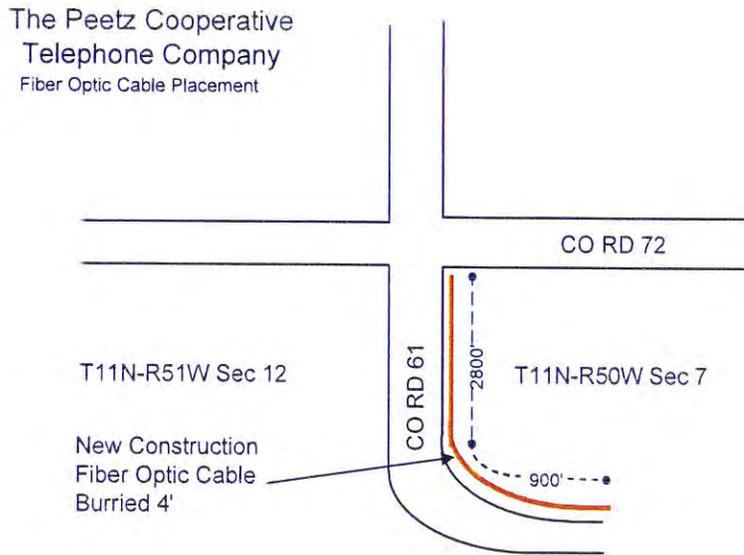


North

Drawings Not to Scale

C Line Sheet 9B

"CAUTION"
 LOCATE ALL BURIED
 UTILITIES PRIOR
 TO DIGGING



Nearest Intersection: CR 72 and CR 61

Distance From Intersection: Starting aprox. 50' South of intersection. Construction continues 3100' along ROW to customer's property.

Section/Township/Range: 7-T11N-R50W

PEETZ TELEPHONE CO
ROW # 2015-29
June 2015
W2 07-11-50

