Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

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
SMALL CONFERENCE ROOM
Tuesday, June 23, 2015 - 9:00 a.m.

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

Approval of the Minutes of the June 9 and June 16, 2015 meetings.

Approval of an application for renewal of a 3.2 Beer License on behalf of Lu's Buffalo Stop.

Unfinished Business

Consideration of the award of the proposal for a mailing machine.

New Business

The Board will open proposals for the 2015 Overlay Program.

Consideration of the approval of an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015.

Consideration of the approval of a Fourth Amendment to Medical Supply Restocking Agreement between Logan County Ambulance and Banner Health d/b/a Sterling Regional MedCenter.

Consideration of the approval of a Memorandum of Understanding for Mutual Aid between the Logan County Office of Emergency Management and the Colorado Department of Corrections for the purpose of facilitating emergency response cooperation between their respective agencies.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, June 30, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

June 9, 2015

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Marie Granillo	Deputy Clerk
Rob Quint	Logan County Planning & Zoning
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 of the May 26, 2015 meeting.
- Acknowledgement of the receipt of the Landfill Supervisor's report for the month of May, 2015.
- Acknowledgement of the receipt of the Treasurer's Report for the month of May, 2015.

Commissioner Meisner moved to approve the Consent Agenda for June 9, 2015 Board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Donaldson made a motion to approve an agreement between Logan County and Pauley Construction for use of the county Right of Way along County Road 44 for a 3 pair phone line that originates at 21401 County Road 44 and terminates at 21527 County Road 44, Sterling, Colorado, Logan County. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, June 16, 2015 at 9 a.m. here in the hearing room at the Logan County Courthouse.

There being no further business to come before the Board the meeting was adjourned at 9:06 a.m.

Submitted by:

Marie T. Granillo
Logan County Clerk & Recorder

Approved: June 16, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

June 16, 2015

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner
Alan Samber	Logan County Attorney
Pamela M Bacon	Logan County Clerk & Recorder
Marie Granillo	Deputy Clerk
Rob Quint	Logan County Planning & Zoning
Dave Conley	Lodging Tax Board
Marilee Johnson	TIC/LCF
Matt Chrisp	Logan County Landfill
Dru Canchola	Class
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:

- Minutes of the June 9, 2015 business meeting will not be available until the June 23 business meeting.

Chairman Samber continued with New Business:
The Board opened proposals for the purchase of a new mailing machine.

- Complete Mailing Solutions $8,827.00
- Pittney Bowes $10,790.84

Commissioner Donaldson made a motion to refer the two proposals to Jennifer Crow in the Commissioner Administrative Office and others to meet with the users of the mailing machine and for them to make a recommendation back to the Board. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve an Intergovernmental Agreement between Logan County, Colorado, acting by and through the Logan County Clerk and Recorder and Frenchman

School District RE-3 for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 3, 2015 and authorize the chairman to sign. Commissioner Donaldson seconded and motion carried 3-0.

Commissioner Donaldson made a motion to approve Resolution 2015-17 for a Subdivision Exemption on behalf of R. Wayne Wertz Estate to create a 15.91-acre tract from a 405-acre parcel in an "A" Agricultural District located in the Northeast Quarter (NE1/4) of Section 13, Township 8 North, Range 50 West of the 6th PM, Logan County, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

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

- 2015 Logan County Fair and Rodeo - $4,000.00
- Sterling Arts Council 2015 July Jamz - $1,700.00
- Gift Basket/Email Marketing - $1,536.00
- NADS In-Room Guest Directory $150

Commissioner Meisner moved to approve Lodging Tax Board Project 2015 Logan County Fair and Rodeo in the amount of $4,000.00. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve Sterling Arts Council 2015 July Jamz request for $1,700.00 for the Lodging Tax Board Project. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Lodging Tax Board Project Gift Basket/Email Marketing up to the amount of $1,536.00. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to approve NADS In-Room Guest Directory for Ramada Inn, Comfort Inn and Sterling Motor Lodge in the amount of $150.00. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve the agreement between Logan County and Romeo Entertainment Group for the appearance of Brett Eldredge with special guest Dan+Shay at the Logan County Fair on Saturday, August 8, 2015 and authorize the chairman to sign. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson made a motion to award the Grandstand and Exhibit Center Clean-up for the 2015 Logan County Fair to the Fleming Athletics in the amount of $3,800.00. Commissioner Meisner seconded and the motion carried 3-0.

The Board moved on under Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, June 23, 2015 at 9 a.m. and will be held in the small Conference Room.

There being no further business to come before the Board the meeting was adjourned at 9:24 a.m.

Submitted by: Marie T. Granillo
Logan County Clerk & Recorder

Approved: June 23, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

DR 8400 (Revised 09/01/12)
COLORADO DEPARTMENT OF REVENUE
LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

Fees Due	
Renewal Fee	$117.50
Storage Permit $100 x ____	
Optional Premise $100 x ____	
Related Resort $75 x ____	
Amount Due/Paid	

Make check payable to: **Colorado Department of Revenue**. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

LU'S BUFFALO STOP INC
32351 COUNTY RD #52
ILIFF CO 80736

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW — **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name		DBA		
LU'S BUFFALO STOP INC		LU'S BUFFALO STOP INC		
Liquor License #	**License Type**	**Sales Tax License #**	**Expiration Date**	**Due Date**
15297090000	3.2% Beer On/Off Premises (county)	15297090000	9/3/2015	7/20/2015
Street Address				**Phone Number**
32351 COUNTY RD #52 ILIFF CO 80736				~~(970) 522-9044~~
Mailing Address				970 522-0226
32351 COUNTY RD #52 ILIFF CO 80736				
Operating Manager	**Date of Birth**	**Home Address**		**Phone Number**
Luann Fundus	11-16-54	36379 CR 60 Crook, CO 80726		886-3071

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
   Is the premises owned or rented? ☒ Owned ☐ Rented* *If rented, expiration date of lease_____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO

   NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☒ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☐ YES ☒ NO
6. **SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

AFFIRMATION & CONSENT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
Luann K Fundus	Owner
Signature	**Date**
Luann K Fundus	6/8/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For		Date
Signature	**Title**	**Attest**

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

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E-mail:commissioners@logancountyco.gov

OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

REQUEST FOR PROPOSALS
2015 ASPHALT OVERLAY

The Board of Logan County Commissioners is requesting proposals from qualified contractors for asphalt overlay projects. Specifications are enclosed.

Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, June 22, 2015. Proposals will be opened at 9:00 a.m. on Tuesday, June 23, 2015 at the Logan County Courthouse, 315 Main Street, second floor meeting room, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Account # : 213035

Phone (Primary) : (970) 522-0888

Start Date : 6/6/2015

Stop Date : 6/6/2015

Rate : PUBLIC - STERLING LEGAL LINER $.473

Publication : ST - Sterling Journal Advocate

Run Status : A

Supervisor Status : A

Street 1 (Primary) : 315 MAIN ST

City (Primary) : STERLING

ZIP (Primary) : 80751-

Class Code : 2500 - PUBLIC NOTICE

Caller : JENNIFER

Ad Sales Rep. : CL14 - Ward, Rita

Company (Primary) : LOGAN CO COMMISSIONERS

Total : $13.24

Inserts : 1

Ad # : 5647899

REQUEST FOR PROPOSALS
2015 ASPHALT OVERLAY

The Board of Logan County Commissioners is requesting proposals from qualified contractors for asphalt overlay projects. Specifications are available at the address below. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, June 22, 2015. Proposals will be opened at 9:00 a.m. on Tuesday, June 23, 2015 at the Logan County Courthouse, 315 Main Street, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

Published: Sterling Journal-Advocate June 6, 2015 - 5647899

Logan County 2015 Overlay Program
Specifications

The Logan County Board of Commissioners is accepting sealed proposals for the 2015 Overlay Program. All proposers shall submit proposals in accordance with the following specifications:

1. It shall be the responsibility of the proposer to furnish all the necessary equipment, materials, and personnel to complete the project in an efficient, thorough and workman-like manner.

2. Overlay Requirements:

   a. The new asphalt mat shall be laid in two lifts. The first lift shall be a leveling course with a compacted thickness of not less than 1 ¼ inches. The finish lift shall have a compacted thickness of one inch.

   b. The asphalt aggregates shall meet the Colorado Department of Highways Standard Specifications for Road and Bridge Construction, Grade F, with mineral filler or lime slurry.

   c. 3/4 inch screened aggregate shall be utilized by successful proposer.

   d. The new asphalt mat shall have a width of the existing road.

   e. The tack coat shall be CSS.1-H and must be applied not more than 1 hour before asphalt paving is to be laid.

   f. The amount to be overlaid will depend on the price of the final contract. Actual roads to be overlaid will need final approval of road and bridge foreman if price exceeds budgeted dollars for all roads proposed for overlay for 2015.

   g. All asphalt products should meet specifications of Grade F.

3. All Proposers shall include a bid bond with their proposal. The bid bond shall be in the amount of 5% of the proposal submitted.

4. The successful proposer shall furnish a performance bond and a payment bond prior to the commencement of any work on the project. Said bonds shall be for 100% of the total proposal.

5. Logan County shall be responsible for furnishing all equipment, materials and personnel to complete any base course preparations in an efficient, thorough and workman-like manner.

6. Prior to the commencement of any work on the project, the successful proposer shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability of not less than:

   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. Workers Compensation Insurance in accordance with Colorado law.

7. The project shall be fully completed by September 30, 2015.

8. All contractors are required to submit proposals on a **cost per ton basis**.

9. The hot bituminous pavement will be paid for at the unit price proposed per ton. 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).

10. 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.

11. Any work above and beyond the scope of these specifications shall be approved in writing, by the Board of County Commissioners and the successful proposer prior to the commencement of any additional work.

12. **All proposals shall be submitted in a sealed envelope marked "Overlay Proposal" by 5:00 p.m., Monday, June 22, 2015 to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751.**

13. Proposals will be **opened at 9:00 a.m. on Tuesday, June 23, 2015** at the Logan County Courthouse, 315 Main Street, Sterling.

14. The Logan County Board of Commissioners reserves the right to reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County.

15. The 2015 Overlay Project will be awarded by contract which is attached to these specifications. All terms and instructions included in these specifications shall become part of said contract. NEW: In the interest of time, please complete and sign the contract and include with your proposal.

16. In preparing proposals, contractors are to refer to these specifications and contract, and attachments (if any) to these specifications.

17. For further information regarding this project, please contact the Chad Wright at the Logan County Road and Bridge Department at 522-3426 or 520-6370.

18. The Contractor is responsible for all signage in accordance with the Manual on Uniform Traffic Control Devices. Flag persons as necessary will also be the responsibility of the contractor.

19. The County may periodically have a specimen tested to ensure compliance with the specifications. A minimum density of 93% will be required. The County will be responsible for such testing to ensure that the Grade F and minimum density requirements are met.

20. To be considered, all proposers must file a current copy of the Colorado Department of Highways qualified bidder letter.

21. If anticipated funds become available, additional miles may be added to the contract.

22. Temporary striping will be provided by the Contractor. Cost for the striping shall be included in the proposal of the contractor. The temporary striping will be in place prior to the end of the first working day after the asphalt mat has been completed.

Proposal Price Using Grading F Unit Price Per Ton: _____

Company Name:_____

By:_____

Title:_____

Address:_____

City/State/Zip:_____

Phone:_____

Fax:_____

E-mail:_____

Attest:_____

LOGAN COUNTY ROAD & BRIDGE DEPARTMENT
12603 CR 33
STERLING, COLORADO 80751
970-522-3426 FAX 970-521-0968

2015 OVERLAY PROJECTS

CR. 18	BETWEEN CR 23 & CR 19	2 MILES
CR 71	BETWEEN CR 58 TO & 66	4 MILES
CR 46	BETWEEN HWY 113 & ILIFF	2.25 MILES
CR 310	HWY 63 WEST	2.5 MILES
CR 57	HWY 138 NORTH	2.35 MILES

Logan County 2015 Overlay Program
AGREEMENT

THIS AGREEMENT, made this _____ day of June, 2015 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and _____, 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 $_____

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: _____

Attest: _____

LOGAN COUNTY
JUN 17 2015
CLERK & REC

INTERGOVERNMENTAL AGREEMENT
Coordinated Election
November 3, 2015

THIS AGREEMENT is made and entered into this 15 day of April, 2015, by and between **Logan County, Colorado,** acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (hereinafter referred to as "County Clerk"), and **HAXTUN SCHOOL DISTRICT RE-2J** (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 (70^{th}) day before the election.

7. **Election Judges:**

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

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

8. **Testing of Ballots:**

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

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

9. **Election Day Activities:**

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

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

10. **Recount:**

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

11. **Write-In Candidates:**

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

12. **Cancellation of Election:**

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

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

LOGAN COUNTY CLERK & RECORDER

Pamela M. Bacon

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:

By: _____
Chairman of the Board

_____
Logan County Clerk & Recorder

(seal)

HAXTUN SCHOOL DISTRICT RE-2J

By: Darcy Garretson

Printed Name: Darcy Garretson
Title: Superintendent

Designated Election Official for District:
Maureen (Mimi) Weaver
Mailing Address: 201 W Powell St
Haxtun, CO 80731
Phone: (970) 774 - 6111
Fax: (970) 774 - 7568
Email: mimiweaver@haxtunk12.org

Banner Health
Sterling Regional
MedCenter

615 Fairhurst St.
Sterling, CO 80751
970-522-0122
BannerHealth.com

June 10, 2015

Logan County Ambulance
Attn: Dave Donaldson
315 Main Street
Sterling, CO 80751

LMS# 0310-03-30237 Logan County Ambulance & Banner Health: Sterling Regional MedCenter

Dear Mr. Donaldson,

Enclosed please find the original executed Fourth Amendment for Logan County Ambulance and Banner Health Sterling Regional MedCenter, LMS# 0310-03-30237, signed by our Interim CEO, Sharon Lind. Please sign both copies of this amendment extending the length of the contract and return one of the amendments in the envelope provided. Should you need anything further please don't hesitate to contact me. Thank you.

Yours truly,

Heather Cloward, BBA-OL/HR, CP
Human Resource Coordinator
Interim Legal Contract Coordinator

Sterling Regional MedCenter
(970) 521-3121
615 Fairhurst Street
Sterling, Colorado 80751
Heather.cloward@bannerhealth.com

FOURTH AMENDMENT TO MEDICAL SUPPLY RESTOCKING AGREEMENT
(Banner Health Contract Number 0310-03-30237 A4)

THIS FOURTH AMENDMENT TO MEDICAL SUPPLY RESTOCKING AGREEMENT (the "Amendment") is entered into by and between **Logan County Ambulance, a Colorado governmental entity** ("Logan County") and **Banner Health, an Arizona nonprofit corporation d/b/a Sterling Regional MedCenter** ("Banner").

WHEREAS, Logan County and Banner are parties to that certain Medical Supply Restocking Agreement dated effective on or about October 7, 2011, as subsequently amended (the "Agreement"); and

The parties have agreed to extend the term of the Agreement; and

The parties desire to evidence this modification by execution of this Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. Amendment of Agreement.

   a. In Section 4 (Term of Agreement) of the Agreement, is hereby amended to extend the term of the Agreement for a period of one (1) year, commencing on the Effective Date, and continuing until October 6, 2016, subject to earlier termination as provided in the Agreement.

2. Agreement Effective. Except as otherwise expressly provided herein, the Agreement shall remain unmodified and in full force and effect.

3. Precedence of Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall govern and control.

4. Capitalized Terms. All capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

5. Incorporation. This Amendment shall be attached to, and made a part of, the Agreement.

This Amendment shall not be effective until signed by both parties.

APPROVED:

BANNER HEALTH,
Banner Health, an Arizona nonprofit corporation d/b/a Sterling Regional MedCenter

By: Sharon Lind

Name: Sharon Lind

Its: Interim CEO, Sterling Regional MedCenter

Signature Date: 6/2/15

LOGAN COUNTY AMBULANCE,
A Colorado governmental entity

By: _____

Name: _____

Its: _____

Signature Date: _____

Memorandum of Understanding
for
Mutual Aid

The Logan County Office of Emergency Management and the Colorado Department of Corrections (DOC), also individually referred to as "Agency," and collectively referred to as "Agencies," enter into this Memorandum of Understanding (MOU) for the purpose of facilitating emergency response cooperation between their respective Agencies.

It is, and will continue to be, to the mutual benefit of each of the Agencies to assist the other in providing emergency equipment and personnel for the purpose of responding to a major incident in the other Agency's area of responsibility, and in turn to receive such assistance.

The DOC has authority to enter into this agreement under the Colorado Constitution, Article XIV, Section 18, §17-1-105(1)(h), C.R.S., and §29-1-203, C.R.S.

This MOU is not intended to, nor should it be understood to, affect or extend the legal responsibilities of any of the Agencies, create or change pre-existing legal obligations, nor to create or extend any legal rights to any person or entity not a party to this MOU.

A. DEFINITIONS:

1. **Director**: Person with ultimate authority in the respective Agency, entity, or jurisdiction; includes the Director's authorized representative by delegation.

2. **Requesting Agency**: The Agency requesting mutual aid.

3. **Answering Agency**: The Agency responding to a request of a Requesting Agency.

B. PROVISIONS:

1. Contact Information:
   a. Logan County Office of Emergency Management

	Primary Representative	Alternative Contact
	Cody Adams	
	Emergency Manager	
Telephone:		
Daytime:	(970)- 520-0991	
Nights:	(970)- 520-0991	
Weekends:	(970)- 520-0991	
Mailing Address:	508 S. 10th Ave.	
	Sterling, CO 80751	
Email Address:	LoganOEM@logancountyco.gov	

b. Sterling Correctional Facility:

	Primary Representative	Alternative Contact
	Captain Micheal Tidwell	Major Raymond Higgins
	Emergency Management Coordinator	Administrative Manager
Telephone:		
Daytime:	(970) 521-8817	(970) 521-8215
Nights:	(970) 520-5019	(970) 571-2939
Weekends:	(970) 520-5019	(970) 571-2939
Mailing Address:	Sterling Correctional Facility Attention: Micheal Tidwell	Sterling Correctional Facility Attention: Raymond Higgins
	12101 Hwy 61 P.O. Box 6000	12101 Hwy 61 P.O. Box 6000
	Sterling, CO 80751	Sterling, CO 80751
Email Address:	micheal.tidwell@state.co.us	raymond.higgins@state.co.us

c. Contact information may be changed at any time by either Agency by notifying the other Agency in writing of the new contact name, telephone number, etc.

2. It shall be entirely within the discretion of the Director of the Answering Agency as to:
   a. which personnel and equipment shall answer such call, if any,
   b. the duration of assistance,
   c. whether or not such call may be answered consistent with the safety and protection of the people and property of said Answering Agency, and
   d. the delegation of authority to a representative to perform as the Director of the Agency, for purposes of this agreement, in which case the Director shall communicate the delegation to the Director of the other Agency.

3. The equipment and personnel of the Answering Agency shall at all times be under the supervision and control of the Director of said Agency.

4. Each of the Agencies will answer calls of the other Agency without monetary compensation to the Answering Agency, unless otherwise mutually agreed on a case by case basis. DOC will execute a commitment voucher prior to the creation of any financial obligation incurred by the DOC.

5. The Requesting Agency should provide information regarding the amount and type of equipment and personnel requested, and specify the location to which the equipment and personnel are to be dispatched. However, the equipment and personnel to be furnished shall be determined by the Director of the Answering Agency.

6. The Answering Agency shall communicate with the Director of the Requesting Agency and shall coordinate all activities with that official. Similarly, the Requesting Agency shall direct and coordinate its requests through the Answering Agency's Director.

7. The Agencies hereby affirm that the personnel and equipment of their respective Agencies shall each continue to be covered only by their respective worker's compensation, and other insurance during any joint operation carried out under this MOU. By entering into this MOU, neither Agency intends to insure the other.

8. Each Agency and their respective personnel, while engaged in performing any mutual aid service, activity or undertaking under the provisions of this MOU, shall retain all applicable rights, privileges and governmental immunity, and be deemed to be engaged in the service and employment of itself, notwithstanding that such mutual aid service is being performed for the benefit of the other Agency.

9. Term and Termination: This MOU shall become effective upon the approval and signature by the authorized representatives of the Agencies hereto, and shall continue until such time as either Agency gives thirty (30) days of advance written notice of termination to the other Agency.

Accordingly, the duly authorized representative(s) of the respective Agencies to this MOU hereby sign on the dates indicated below.

Logan County Office of Emergency Management:

By: _____ Date: 5/21/2015
Cody Adams, Emergency Manager

By: _____ Date: _____
Rocky Samber, Chairman of the Logan County Board of County Commissioners

By: _____ Date: _____
Dave Donaldson, Logan County Commissioner

By: _____ Date: _____
Gene Meisner, Logan County Commissioner

Colorado Department of Corrections:

By: _____ Date: _____
Kellie Wasko Deputy Executive Director, DOC

By: _____ Date: _____
Steven T. Hager, Director of Prison Operations, DOC

By: _____ Date: _____
John Chapdelaine, Interim Warden, Sterling Correctional Facility

DOC Review By: _____ Date: _____
Version: July 2014