



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, August 19, 2025 - 9:30 a.m.**

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

Approval of the Minutes of the August 5, 2025 meeting.

Acknowledge receipt of Clerk's Report for the month of July, 2025.

Acknowledge receipt of the Treasurer's Report for the month of July, 2025.

Acknowledge the receipt of the Sheriff's Fee Report for the month of July, 2025.

Acknowledge the receipt of the Landfill Supervisor's Report for the month of July, 2025.

**Unfinished Business**  
**New Business**

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

- Visitor Guide Distribution in the amount of \$1,280.43.
- Logan County Visitor Guide Booklets in the amount of \$5,341.00.
- 7<sup>th</sup> Annual Sterling Lions Club Shootout in the amount of \$1,200.00.
- Sugar Beet Days in the amount of \$3,000.00.

Consideration of the approval of a contract between Logan County and Martin Marietta Materials in order to furnish all materials, equipment and labor necessary and perform all of the work necessary for complete performance of the 2025 Full Depth Reclamation Project in accordance with the specifications attached as Exhibit A.

Consideration of the approval of Resolution 2025-14 and an application for Subdivision Exemption on behalf of RAS Farm, LLC to create to create a 8.34-acre parcel from a 249.00-acre parcel in an Agriculture (A) Zone District in a tract of land located in Section 9, Township 8 North, Range 52 West of the 6th Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Hooper Corp on behalf of Xcel Energy and issuance of Right of Way Permit Number 2025-8 for use of the County Right of Way under County Road 34 & 41 for R & R Poles, UG Primary, OH.

Consideration of the approval of authorization for Washington County Ambulance Service to provide ground ambulance service as necessary in connection with a motorcross event to be held in Logan County on August 30 and 31, 2025.

**Other Business**  
**Miscellaneous Business/Announcements**

County Offices will be closed on Monday, September 1, 2025 in observance of Labor Day.

The next regular meeting will be scheduled for Tuesday, September 2, 2025, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**  
**Adjournment**



August 5, 2025

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

Mike Brownell  
James T. Yahn  
Jim Santomaso

Chairman  
Commissioner  
Commissioner

Also present:

Alan Samber  
Rachelle Stebakken  
Marilee Johnson  
Debbie Unrein  
Mike Burri  
Rob Quint  
Rick Cullip  
Josilyn Lutze  
Cindy Horner

Logan County Attorney  
Logan County Deputy Clerk  
Logan County Public Information Coordinator  
Logan County Finance  
Logan County Road and Bridge  
Planning and Zoning  
Logan County Buildings & Grounds  
Logan County Emergency Manager  
Resolution 2025-13

Chairman Brownell called the meeting to order at 9:37 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Brownell asked if there were any revisions to the agenda. Hearing no revisions, Chairman Brownell continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of July 29, 2025, meeting.

Commissioner Santomaso moved to approve the consent agenda. Commissioner Yahn seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

Commissioner Santomaso moved to approve Resolution 2025-13 for Subdivision Exemption on behalf of Cinthia Johnson Horner to create a 33.85-acre parcel from a 79.00-acre in an Agriculture (A) Zone District in a tract of land located in the Southwest Quarter of Section 6, Township 8 North, Range 49 West of the 6th Principal Meridian, Logan County, Colorado. Commissioner Yahn seconded, and the motion carried 3-0.

## **Other Business**

### **Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, August 19, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:43 a.m.

Submitted by:

Rachelle Stebarken  
Logan County Deputy Clerk

Approved: August 19, 2025

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

By: \_\_\_\_\_  
Mike Brownell, Chairman

Attest:

\_\_\_\_\_  
Logan County Clerk & Recorder

Clerk Fees Collected 2025  
July

<u>County Fees Retained</u>	<u>2024</u>	<u>2025</u>	
Recording Fees Retained	10,084.07	27,827.24	
Motor Vehicle Fees Retained	346,661.79	276,384.65	
Total	\$ 356,745.86	\$ 304,211.89	\$52,533.97

<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	294,247.14	292,698.84	
City of Sterling	44,218.01	37,277.69	
Town of Fleming	3,240.40	1,422.96	
Town of Crook	-	3,795.72	
Total	\$ 341,705.55	\$ 335,195.21	\$6,510.34

Fees Retained Year to Date	\$2,444,421.96
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**LOGAN COUNTY TREASURER'S MONTHLY REPORT**  
**REPORT OF COUNTY FUNDS ONLY**  
**JULY 2025**

COUNTY FUNDS	6/30/25 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	7/31/25 BALANCE
COUNTY GENERAL	\$ 11,522,597.08	\$ 78,609.23	\$ 71,323.82	\$ 206,452.09	\$ -	\$ (1,001,952.71)	\$ (3,799.04)	\$ 10,873,230.47
ROAD & BRIDGE	\$ 5,418,989.87	\$ 5,745.40	\$ 6,039.78	\$ 469,362.90	\$ -	\$ (815,668.40)	\$ (5,755.45)	\$ 5,078,714.10
CONTINGENT	\$ 857,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,999.55
CAPITAL EXPENDITURES	\$ 1,117,279.95	\$ 4,160.50	\$ 3,774.68	\$ 190,012.18	\$ -	\$ (119,734.75)	\$ (83.21)	\$ 1,195,409.35
TELEVISION FUND	\$ 106,108.58	\$ 665.68	\$ 603.91	\$ -	\$ -	\$ (3,455.33)	\$ (13.31)	\$ 103,909.53
PEST CONTROL	\$ 323,014.11	\$ 2,143.02	\$ 1,189.96	\$ 4,137.25	\$ -	\$ (13,848.19)	\$ (42.87)	\$ 316,593.28
LODGING TAX	\$ 221,595.25	\$ -	\$ -	\$ 13,997.33	\$ -	\$ (13,732.44)	\$ -	\$ 221,860.14
SOLID WASTE	\$ 3,499,694.08	\$ 1,664.27	\$ 1,552.27	\$ 71,563.18	\$ -	\$ (73,702.64)	\$ (33.28)	\$ 3,500,737.88
SOLID WASTE CLOSURE	\$ 898,095.12	\$ -	\$ -	\$ 6,111.48	\$ -	\$ -	\$ -	\$ 904,206.60
CONSERVATION TRUST	\$ 351,084.77	\$ -	\$ -	\$ 136.82	\$ -	\$ -	\$ -	\$ 351,221.59
FAIR FUND	\$ 536,289.73	\$ -	\$ -	\$ 209,618.52	\$ -	\$ (140,659.69)	\$ -	\$ 605,248.56
CAPITAL IMPROVEMENT	\$ 4,493,607.22	\$ -	\$ -	\$ 220,370.90	\$ -	\$ (41,592.19)	\$ (4,370.72)	\$ 4,668,015.21
AMBULANCE FUND	\$ 177,869.77	\$ -	\$ -	\$ 85,421.22	\$ -	\$ (154,147.43)	\$ -	\$ 109,143.56
% TAX COLLECTED TO DATE								100.28%
TOTALS	\$ 29,524,225.08	\$ 92,988.10	\$ 84,484.42	\$ 1,477,183.87	\$ -	\$ (2,378,493.77)	\$ (14,097.88)	\$ 28,786,289.82

STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

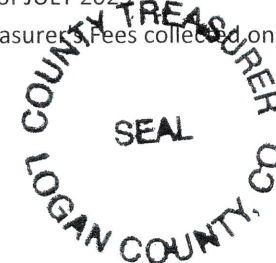
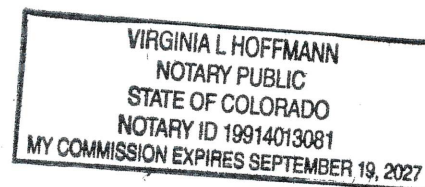
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 289,484.25 for the month of JULY 2025 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of JULY 2025 is \$ 15,343.18 which includes fees for the County and all taxing authorities.

  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 7th day of AUGUST 2025, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

My Commission expires: September 19, 2027

  
Notary Public





CIVIL PAYMENTS						
Jul-25						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
	1225	19-709266229	25-451/452	\$ 59.00	\$ 9.00	\$ 50.00
	1226	4775	25-482	\$ 50.00	\$ 25.00	\$ 25.00
	1227	1402290	25-470	\$ 40.00	\$ 15.00	\$ 25.00
	1228	1401754	25-457	\$ 40.00	\$ 15.00	\$ 25.00
	1229	1404247	25-492	\$ 50.00	\$ 10.00	\$ 40.00
	1231	86420	25-501	\$ 35.00	\$ 10.00	\$ 25.00
				Total Owed to County		\$ 190.00

CIVIL PAYMENTS CREDIT CARDS					
Jul-25					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
		25-438/439	\$ 80.00		\$ 80.00
		25-448	\$ 40.00		\$ 40.00
		25-449	\$ 40.00		\$ 40.00
		25-447	\$ 85.00		\$ 85.00
		25-463	\$ 40.00		\$ 40.00
		25-455	\$ 40.00		\$ 40.00
		25-486	\$ 40.00		\$ 40.00
		25-485	\$ 40.00		\$ 40.00
		25-483/484	\$ 50.00		\$ 50.00
		25-462	\$ 40.00		\$ 40.00
		25-508	\$ 40.00		\$ 40.00
		25-507	\$ 40.00		\$ 40.00
		25-509	\$ 40.00		\$ 40.00
		25-460	\$ 5.00		\$ 5.00
					\$ -
					\$ -
			Total Owed to County		\$ 620.00

NS/NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/REVEN					
Jul-25					
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
		RECORDS	\$ 15.00		\$ 15.00
		RECORDS	\$ 15.00		\$ 15.00
		RECORDS	\$ 15.00		\$ 15.00
		SO	\$ 90.00		\$ 90.00
		VIN	\$ 53.00		\$ 53.00
		VIN	\$ 53.00		\$ 53.00
		VIN	\$ 53.00		\$ 53.00
		VIN	\$ 53.00		\$ 53.00
			Total Owed to County		\$ 347.00

## CHP CREDIT CARDS

Jul-25

Date		Amount	Amount Owed to County
		\$ 152.50	\$ 152.50
		\$ 152.50	\$ 152.50
		\$ 152.50	\$ 152.50
		\$ 305.00	\$ 305.00
		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 915.00

CIVIL CHECKS	\$	190.00	
CIVIL CREDIT CARDS	\$	620.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	347.00	
CHP CREDIT CARDS	\$	915.00	
TOTAL PAID TO GENERAL FUND	\$	2,072.00	check # 1235 \$2,052.00 over paid May 2025
DEPOSIT TAKEN TO BANK OF COLORADO	\$	274.00	

Commissioners

LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

(970)522-8657 Fax---(970)522-1995

FOR JULY 2025		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.30	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.30	\$0.00
City of Sterling Packers	SF	577.07	@ \$26.30	\$15,176.94
City of Sterling Dump Trucks	CL	145.77	@ \$26.30	\$3,833.75
General Public	A,CDBD,G,Y	45.00	@ \$26.30	\$1,183.50
Commercial (Packers & Roll Offs)	C	920.53	@ \$26.30	\$24,209.94
>5 Tons on Free Certificates	XTON		@ \$26.30	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON	0.97	@ \$39.30	\$38.12
Industrial Waste	All other ID	700.47	@ \$39.30	\$27,528.47
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	57.47	@ \$49.47	\$2,843.04
Industrial Waste Out of County	IDOC	16.34	@ \$75.47	\$1,233.18
Rural Free Certificates	NC	88.18	NC	
All County Vehicles	NCC	16.65	NC	
No Charge Tire Weight	NCTW	6.12	NC	
TOTAL TONS		2574.57		
\$15.00 MINIMUM DIFFERENTIAL				\$1,249.03
\$30.00 MINIMUM DIFFERENTIAL				\$42.14
E-Waste Recycling		12 UNITS		\$96.00
E-Waste Recycling	NCEW		NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM	17.96	NC	
R & B Illegally Disposed Tires & Matts	RBT	4	NC	
Car Tires (CHG)		182	@ \$5.00	\$910.00
Truck Tires (CHG)		9	@ \$8.00	\$72.00
Tractor Tires (CHG)		14	@ \$12.00	\$168.00
Earth Moving Tires (CHG)		9	@ \$20.00	\$180.00
Appliances (CHG)		5	@ \$5.00	\$25.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH		@ \$15.00	\$0.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles				
TOTAL OC & IDOC				\$4,118.36
TOTAL IN COUNTY				\$74,670.75
GRAND TOTAL				\$78,789.11

SIGNED BY:

DATE:

Kelly Berry  
8/1/2025



## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

<b>Jul-25</b>	<b>TONS</b>	<b>CPC (CLOSURE)</b>	<b>GRAND TOTAL</b>
CASH	309.43	1011.14	\$10,647.81
CHARGE	1542.30	3102.04	\$49,100.58
CITY OF STERLING	722.84	1446.44	\$19,040.72
<b>TOTALS</b>	<b>2574.57</b>	<b>\$5,559.62</b>	<b>\$78,789.11</b>

<b>TONS THAT ARE SHIPPED OFF:</b>	
RECYCLED METAL (SWAN)	6.80
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	11.16
SHIPPED OFF TOTALS	17.96

<b>EWASTE TONS SHIPPED OFF:</b>	
GEW	
RECYCLED EWASTE (LF)	
SHIPPED OFF EW TOTAL	0.00

SIGNED BY:

DATE:

*Kelly Psering*  
8/1/2025



# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

***\*\* Please print and review all 3 pages and bring to the meeting \*\****

**Date:** 7/28/25

**Event / Project:** Visitor Guide Distribution

**Responsible Party: (Signature)** Marilee Johnson

**Funds Payable to: (Organization)** Certified Folder Display Service

**Mailing Address:** 1130 Joshua Way, Vista CA 92801

**Date(s) of Activity:** March – August 2026

**Amount requested:** \$1,280.43

**Complete attached application form.**

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website [www.exploresterling.com](http://www.exploresterling.com) must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

# Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.


THANK YOU!!

\*\*\*\*\*

## 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 \$ 1280.43 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 8-4-25

LCLTB Treasurer's Endorsement  Date: 8/4/25

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_



**DISTRIBUTION SERVICE AGREEMENT****RENEWAL**

SALESPERSON: 091200 - Jeffrey Yeley II

FEDERAL TAX ID: 84-6000782

REF: 21-0121431

ADVERTISER ID: 129370

PO NUMBER:

**SHIP TO:****BILL TO:**

ADVERTISER: Logan County Tourism

ADVERTISER: Logan County Tourism

CONTACT: Marilee Johnson, Tourist Center Director

CONTACT: Marilee Johnson

EMAIL: johnsonm@logancountyco.gov

WEB SITE: www.exploresterling.com

ADDRESS1: 315 Main Street

NEW ADDRESS:

ADDRESS1: 315 Main Street

NEW ADDRESS:

ADDRESS2:

ADDRESS2:

CITY: Sterling

CITY:

STATE: CO ZIP: 80751

STATE: CO ZIP: 80751

PHONE: (970) 522-0888 Ext 253

FAX:

PHONE: (970) 522-0888 Ext 253

FAX:

DATE: 08/01/2025

CONTRACT: 25-0137123

REV: 00001

START DATE: 04/01/2026

END DATE: 03/31/2027

**NAME OF BROCHURE / PUBLICATION:**

Logan County Visitor Guide

INVENTORY ID NUMBER: 016752

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#NMTH	GROSS FEE	RACKLOC	NONPROF	SPEC	NET FEE
1-VM-1-R/WNB	Nebraska/I-80 West	82	04/01/26	09/30/26	350.00	6	2,100.00	-105.00	-99.75	-947.63	0.00
1-VM-1-R/ST	Sterling/I-76	26	04/01/26	09/30/26	122.92	6	737.52	-36.88	-35.03	-332.81	0.00

**COMMENTS/SPECIAL INSTRUCTIONS:**

SUB TOTAL: 1,280.43  
APPLICABLE SALES TAX: 0.00  
TOTAL NET FEE: 1,280.43

**APPROVED BY ADVERTISER**

AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

Your Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED BY (Certified Folder Display corporate office)**

Signature: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Date: August 01, 2025 at 2:43 PM

**MONTHLY BILLING SCHEDULE (Including applicable sales tax)**

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Mar	Apr	May	Jun	Jul	Aug
213.41	213.41	213.41	213.41	213.41	213.38
Sept	Oct	Nov	Dec	Jan	Feb
0.00	0.00	0.00	0.00	0.00	0.00

**TERMS.** The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

**PREPAYMENT OPTION**

PREPAYMENT DISCOUNT (Please check one)

☐ Yes ☐ No

(0.00% on all applicable programs): 0.00

SUBTOTAL: 1,280.43

APPLICABLE SALES TAX: 0.00

**TOTAL PREPAID FEE**

1,280.43

All fees billed 30 days in advance of service

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## Logan County Lodging Tax Board Funding Request Form

***\*\* Please print and review all 3 pages and bring to the meeting \*\****

**Date:** 7/28/25

**Event / Project:** Logan County Visitor Guide booklets

**Responsible Party: (Signature)** Marilee Johnson

**Funds Payable to: (Organization)** Shipping and Stuff

**Mailing Address:** 631 W Main Street, Sterling CO 80751

**Date(s) of Activity:** Print ASAP

**Amount requested:** \$5,341 to print 15,000 booklets

**Complete attached application form.**

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
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Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

**THANK YOU!!**

\*\*\*\*\*

### 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 \$ 5341.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 8-4-25

LCLTB Treasurer's Endorsement  Date: 8/4/25

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

## Marilee Johnson

---

**From:** Shipping and Stuff <info@shippingandstuffllc.com>  
**Sent:** Wednesday, July 30, 2025 9:47 AM  
**To:** Marilee Johnson  
**Subject:** Re: brochure quote

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hi Marilee,

Thank you for reaching out! Here are the quotes for the brochure printing:

\* \*\*10,000 booklets:\*\* \$3,945  
\* \*\*15,000 booklets:\*\* \$5,341  
\* \*\*20,000 booklets:\*\* \$6,778

These prices include shipping costs. I've assumed you are tax-exempt, so tax has not been included in these figures. The booklets will be 16 pages, 4"x9" in size, and printed on glossy (coated) 80 lb paper.

Please let me know if you have any questions.

Thanks so much,  
Zaley

On Tue, Jul 29, 2025 at 11:37 AM Marilee Johnson <[JohnsonM@logancountyco.gov](mailto:JohnsonM@logancountyco.gov)> wrote:

Hello,

I would like to get a quote for printing the attached brochure. It will be a booklet style, 16 pages, in a final size of 4x9, coated paper. (I'm sure I'm forgetting something.)

Can you give me pricing for:

10,000

15,000

20,000

# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

**\*\* Please print and review all 3 pages and bring to the meeting \*\***

Date: 6/2/2025 Event / Project: 7<sup>th</sup> Annual Sterling Lions Club Shootout  
Responsible Party: (Signature) Robert P. Blach  
Funds Payable to: (Organization) Sterling Lions Club  
Mailing Address: P.O. Box 567, Sterling Co 80751  
Date(s) of Activity: August 22-23, 2025  
Amount requested: \$1,200

### Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website [www.exploresterling.com](http://www.exploresterling.com) must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**



## Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.


**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

**THANK YOU!!**

\*\*\*\*\*

### 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 \$ 1200.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 7-4-25

LCLTB Treasurer's Endorsement  Date: 7/4/25

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_



# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: 7th Annual Sterling Lions Club Shootout
2. DATE(S) OF EVENT: August 22 - 23, 2025
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:  
This annual event offers various trap shooting competitions and games, rim fire rifle competitions, center fire rifle competitions, .22 pistol competitions, and a 1,000 yd rifle challenge
4. WHERE WILL EVENT BE HELD? Logan County Shooting Sports Complex
5. IS THIS EVENT ONE-TIME OR ANNUAL? Annual
6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  
We advertise through Media Logic Radio, Prairie Mountain Media, KPMY The Ranch (live spot), and the Fencepost. We use both print and digital options and targeted social media from these providers. We access social media locally and websites of multiple shooting sports facilities and gun shops across the front range. We post about 500 posters all over NE Colorado.
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 100 participants
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 12 rooms x 1 night
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  
This event showcases one of the finest shooting sports facilities in the whole region. Shooting sports enthusiasts will drive great distances to enjoy the use of this facility and our friendly community, to avoid the crowds at other facilities.
10. EVENT BUDGET (PLEASE ATTACH)

Robert P. Black

Signature

6/2/2025

Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?

## **7<sup>th</sup> Annual Sterling Lions Club Shootout**

### **Event Budget - Scheduled for August 22-23, 2025**

#### **Estimated Income**

Grill	\$600
Donations	\$1,500
Participant Fees	\$2,500
Lodging Tax Board	\$1,000
<b>Estimated Gross Income</b>	<b>\$5,600</b>

#### **Estimated Expenses**

Grill Supplies	\$250
Printing Expense	\$425
Advertising	\$1,500
Clay Targets & Related Exp.	\$750
Turkeys	\$500
<b>Estimated Expenses</b>	<b>\$3,425</b>

<b>Net Estimated Income</b>	<b>\$2,175</b>
-----------------------------	----------------

The Funding Request from the Logan County Lodging Tax Board makes a huge difference in how we can advertise and draw more participants from the front range of Colorado.

**THIS FORM HAS CHANGED - PLEASE READ CAREFULLY**

**Logan County Lodging Tax Board  
Funding Request Form**

**\*\* Please print and review all 3 pages and bring to the meeting \*\***

Date: July 7, 2025 Event / Project: Sugar Beet Days  
Responsible Party: (Signature) Mailek Johnson  
Funds Payable to: (Organization) Sugar Beet Days  
Mailing Address: 403 N Division Ave Sterling, CO 80751  
Date(s) of Activity: Sept 19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup> 2025  
Amount requested: \$3000<sup>00</sup>

Complete attached application form.

Focus shall be to attract visitors/attendees from outside Logan County or to enhance the experience of visitors. Priority will be given to events or marketing projects that encourage overnight lodging stays in Logan County.

1. Applications for funding shall be in writing with estimates or bids attached, and shall include a brief description of project and its impact on Logan County. Please provide 12 copies of the completed application, one for each Board member.
2. A presentation must be made in person at a Board meeting by the requesting person, business or organization and will be considered for approval at the following month's meeting.
3. Allocations will be made on a case by case basis and are not automatic. Funds for event advertising are scaled according to number of days of event, and final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.
4. Funds allocated are NOT paid up-front. Reimbursement will be made for actual expenses via receipts or invoices submitted to Logan County Finance Office and approved by LTB Treasurer. Proof of expenses must be presented for payment within 90 days of the completion of the event.
5. **At least 50% of the granted advertising funds must be spent to reach an audience outside of Logan County.**
6. Funded events and marketing must recognize the contribution of the LCLTB and Logan County Tourism by prominently using the official tourism logo on all materials produced. Radio ads must include "FUNDS PROVIDED BY LOGAN COUNTY LODGING TAX BOARD." A link to the Logan County Tourism website [www.exploresterling.com](http://www.exploresterling.com) must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**



## Guidelines for Requesting Funds From the Logan County Lodging Tax Board

The Logan County Lodging Tax Board's funding and the use of its funds were established by Colorado House Bill 1476, and concern the promotion of tourism and its funding. This house bill was enacted by the General Assembly of the State of Colorado and later approved by the voters of Logan County. In general, "revenues collected from Logan County Lodging Tax (1.9% bed tax), shall be used only to advertise, market or promote tourism for Logan County"

Funding for advertising, marketing or promoting an event intended to bring tourism to Logan County may be requested by completing the request form and application, and submitting the request before the Lodging Tax Board at their next monthly meeting. The Board meets the first Monday of each month at noon. For location call the Logan County Commissioners Office at 970-522-0888. Please provide **12** copies of the completed proposal (one for each Board member). Please keep presentation to a maximum of ten minutes. The Board will consider the approval of your request at the monthly meeting following your presentation.

Funding will be scaled according to the number of consecutive days of event. Final approval is at the discretion of the Lodging Tax Board and the Board of County Commissioners.

Requests approved by the Lodging Tax Board will then go to the County Commissioners for their approval at a regular open meeting. **If possible please plan to attend the County Commissioners' meeting to answer questions.** Check with their office for time and date of the next Commissioners meeting. This is also announced at the Lodging Tax Board meeting.

**Funds are not allocated up-front.** They are allocated as reimbursement of actual expenses by submitting proof of the expenses (invoice) to the finance department at the Logan County Courthouse. Proof of expenses must be presented for payment within 90 days of completion of the event.

**THANK YOU!!**

\*\*\*\*\*

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 \$ 3000.00 for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement:  Date: 8-4-25

LCLTB Treasurer's Endorsement  Date: 8/4/25

Logan County Commissioners approve the amount of \$ \_\_\_\_\_

Commissioners Endorsement \_\_\_\_\_ Date: \_\_\_\_\_

# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Sugar Beet Days
2. DATE(S) OF EVENT: Sept 19<sup>th</sup>, 20<sup>th</sup> & 21<sup>st</sup> 2025
3. BRIEFLY DESCRIBE YOUR EVENT / PROJECT:  
45<sup>th</sup> Annual Sugar Beet Days, Fall Festival of vendors, entertainment and social gathering to bring activity, interest in downtown Sterling
4. WHERE WILL EVENT BE HELD? Logan County Courthouse Square + surrounding area
5. IS THIS EVENT ONE-TIME OR ANNUAL? annual
6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETING TO AUDIENCES OUTSIDE OF LOGAN COUNTY?  
word of mouth, newspaper Advertising, Radio Advertising reaching 3 to 4  
side radius, social media on facebook reaching infinity
7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 25,000
8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 30+
9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?  
Activity encourages sales, reputation for being social gathering,  
vendors requested, bring more vendors, more opportunity to  
invite additional people to this area
10. EVENT BUDGET (PLEASE ATTACH)

Mark Foxhance

Signature

July 2025

Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

☐

Previous funding?

☐

Follow-up report?



CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR  
FULL DEPTH ASPHALT RECLAMATION ON LOGAN COUNTY ROAD 79

This Contract is entered into effective the 29<sup>th</sup> day of July, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and MARTIN MARIETTA MATERIALS, INC., 1800 North Taft Hill Road, Ft. Collins, CO 80521, hereinafter called the "Contractor."

Witnesseth, that the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

**1. Scope of Work.**

The Contractor shall furnish all the materials, equipment and labor necessary, and perform all of the work necessary for complete performance of the 2025 Full Depth Reclamation Project, all in accordance with the specifications attached hereto as Exhibit A and fully incorporated herein, consisting of one (1) page. The work will consist of full depth asphalt reclamation on Logan County Road 79 a distance of 4.3 miles from the municipal limits of the Town of Fleming south to Logan County Road 26.

Unless otherwise agreed, all materials will be new and of good quality. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the specifications set forth in Exhibit A, except as otherwise determined by an approved change order.

10/31/2025

**2. Time of Completion.** The work to be performed under this Contract shall be commenced as soon as practicable after execution of this Contract, and shall be substantially completed on or before (INSERT DATE). Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for fifteen (15) consecutive calendar days, and Four Hundred Dollars (\$400.00) per day for each additional consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from time to time from the sums otherwise due and payable to the Contractor; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another

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Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, severe weather, or to any delays of subcontractors or suppliers occasioned by any of these causes.

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Work, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Million Four Hundred Thirty Seven Thousand Four Dollars and Eighty Cents (\$1,437,004.80).

4. **Progress Payments.** The Owner shall make payments on account of the contract based upon applications for payment submitted to the Owner as provided below. The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Provided that an application for payment is received by the Owner not later than the First day of a month, the Owner shall make payment to the Contractor not later than the Fifth day of the same month. If an application for payment is received by the Owner after the date fixed above, payment shall be made by the Owner not later than Five (5) days after the Owner receives the application for payment.

The Owner shall make partial progress payments on the basis of a duly certified approved estimate of the work performed during the preceding calendar month by the Contractor, but the Owner will retain ten percent (10%) of the amount of each such estimate until final completion and acceptance of all work covered by the contract.

5. **Final Payment.** The Contractor shall give written notice to the Owner that the work is completed and shall submit evidence satisfactory to Owner, in the form of receipted bills for all materials furnished, waiver of liens from subcontractors, and in such other form as may be required by the Owner that any payrolls, material bills and other indebtedness connected with the work have been paid. The Owner shall have the right and opportunity to make a final inspection of said work and materials within ten (10) days after receipt of notice of completion of the work, and evidence of payment of all potential lienholders, and upon acceptance thereof by the Owner, payment shall be made of the remaining balance due the Contractor. Such acceptance shall not be unreasonably withheld and in the event the Owner refuses to accept, the Owner shall within said ten day period notify the Contractor in writing of such refusal and shall specify the reasons therefor. The Contractor shall within the next ten days take appropriate steps to remedy any deficiencies set forth as reasons for refusal and upon completion thereof shall be entitled to prompt payment of any remaining balance due.

6. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws,



ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4) otherwise commits a substantial breach of a provision of this contract. If any of the foregoing cause for termination exist, the Owner may, without prejudice to any other remedy the Owner may have and after giving the Contractor three (3) days' notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever means the Owner determines to be expedient. If the Owner terminates the Contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is completed. If the unpaid balance of the Contract Sum exceeds costs of finishing the work and any other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**7. Failure to Pay Contractor.** The Contractor may stop work and terminate this Contract if the Owner fails to pay the Contractor any sum within three (3) days of the date fixed for payment. The Owner must then pay for all work which has been completed, together with Contractor's reasonable profits and damages.

**8. Ownership of Materials.** The Contractor will continue to own all materials delivered and work performed until paid for by the Owner

**9. Contractor's Liability Insurance.** The Contractor shall furnish and maintain at all times during performance of this Contract the following insurance:

A. Commercial general liability insurance coverage with limits of \$1,000,000.00 aggregate and \$1,000,000.00 each occurrence. Commercial auto liability insurance with liability limits of \$1,000,000.00. Contractor shall be required to procure and maintain standard form commercial general liability and commercial auto liability insurance, at its own cost and expense, during the duration of this agreement, in an amount acceptable to the Owner. Such policies shall name the Owner as loss payee and/or additional insured and shall include a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interests of the Owner without 30 days prior notice by certified mail to the Owner. A certificate of insurance in a form acceptable to the Owner shall be provided to the Owner prior to the Contractor's first application for payment. The insurance described above will provide coverage for all claims for bodily injury, including death, property damage and contractual liability.

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~~B. All risk of loss builder's risk completed value insurance with a liability limit no lower than the Contract Sum and a deductible clause in an amount not to exceed \$2,500.00, with the deductible paid by the Contractor. Such policy shall contain a waiver of subrogation by the issuer of the policy with respect to the Owner, and its respective officers, agents and employees while acting within the scope of their employment. A certified copy of such insurance policy, or a certificate with respect thereto with appropriate endorsements attached, shall be provided to the~~

CJE



~~Owner. In the event of any change order resulting in the performance of additional work, the amount of such insurance shall be increased to include the cost of such additional work, as well as related materials and fixtures. Such builder's risk completed value insurance policy shall name the Owner as loss payee or additional insured.~~

C. Worker's Compensation Insurance with the statutory limits of liability. Each party entering into a contract relating to the Project shall be required to procure and maintain, at its own expense and cost, worker's compensation insurance during the term of its contract, covering its employees and any subcontractor employees working thereunder. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be cancelled without ten days' prior notice to the Owner. A certificate issued by the Colorado Compensation Insurance Authority or a private carrier evidencing such coverage shall be provided to the Owner with respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

10. **Compliance with Laws.** The Contractor shall comply with all applicable Federal, State and local laws regarding work, materials and the safety of persons or property.

11. **Modification of Agreement.** This Contract can only be modified by an agreement in writing, signed by the Owner and Contractor. No variations, alterations, deviations, deletions or extra work can be made unless both the Owner and the Contractor specifically agree in writing.

12. **Contractor's Continuing Liability.** The Contractor will be liable for defective, faulty or improper materials or workmanship, and shall promptly correct work rejected by the Owner or failing to conform to the requirements of the Bid Proposal and Specifications, whether discovered before or after substantial completion, and whether or not fabricated, installed or completed. Upon written demand, the Contractor will immediately remedy all defects, faults or omissions and complete all unfinished work. Costs of correcting rejected work, including additional testing and inspections and the expenses made necessary thereby, shall be at the Contractor's expense. The Contractor's obligations will not be affected by the issuance of a certificate for payment. In addition to the Contractor's obligations in paragraph 16, below, if, within one year after the date of substantial completion of the work, any of the work is found to be not in accordance with the Bid Proposal and Specifications, the Contractor shall correct it promptly after receiving written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give the notice promptly after discovering the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make corrections, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

13. **No Assignment.** This Contract may not be assigned by the Contractor without the express written consent of the Owner.

14. **Settlement of Disputes.** In the event of any dispute arising hereunder as to whether the work conforms with the plans and specifications or whether payment is properly due and the same is not settled within ten days, then either party may request that the dispute be submitted for mediation by a mutually agreeable mediator. A request for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitations. Mediation shall occur in advance of any action at law or equity brought by either the Owner or Contractor in a court of competent jurisdiction, and the costs of any mediation shall be shared equally by the Owner and Contractor.

15. **Warranty.** The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Bid Proposal and Specifications, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Bid Proposal and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

16. **Indemnification.** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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17. **Performance and Payment Bond.** Before beginning the performance of any work specified in this Contract, the Contractor shall provide to the Owner a good and sufficient bond or other acceptable surety approved by the Owner in a penal sum not less than one-half of the total amount payable under the terms of this Contract, conditioned upon the faithful performance of this Contract and the payment of any labor and materials suppliers used in the prosecution of the work.

[Rest of Page Intentionally Left Blank]

This Agreement is entered into as of the day and year first written above.

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS MARTIN MARIETTA MATERIALS, INC.  
OF LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Chairman

Kenneth Carter

8/4/2025

\_\_\_\_\_  
Commissioner

Kenneth Carter - Chief Estimator

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
Commissioner



## Certificate Of Completion

Envelope Id: AFDCC8DA-3F2C-454F-8B15-3699B81B801A

Status: Completed

Subject: Complete with Docusign: Logan County HMA CO-25 Logan Cty Full Depth-M-7.31.25.pdf

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

CANDACE EDWARDS

AutoNav: Enabled

Candace.Edwards@martinmarietta.com

Envelopeld Stamping: Disabled

IP Address: 136.226.86.165

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: CANDACE EDWARDS

Location: DocuSign

8/4/2025 5:22:28 PM

Candace.Edwards@martinmarietta.com

## Signer Events

### Signature

### Timestamp

Kenneth Carter

ken.carter@martinmarietta.com

Chief Estimator

Security Level: Email, Account Authentication  
(None)

Sent: 8/4/2025 5:23:14 PM

Viewed: 8/4/2025 5:39:27 PM

Signed: 8/4/2025 5:40:28 PM

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.10.152

## Electronic Record and Signature Disclosure:

Accepted: 3/4/2025 6:46:43 PM

ID: 401fe4f8-56be-488f-a1e9-2162103d33a2

## In Person Signer Events

### Signature

### Timestamp

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

## Intermediary Delivery Events

### Status

### Timestamp

## Certified Delivery Events

### Status

### Timestamp

## Carbon Copy Events

### Status

### Timestamp

## Witness Events

### Signature

### Timestamp

## Notary Events

### Signature

### Timestamp

## Envelope Summary Events

### Status

### Timestamps

Envelope Sent

Hashed/Encrypted

8/4/2025 5:23:14 PM

Certified Delivered

Security Checked

8/4/2025 5:39:27 PM

Signing Complete

Security Checked

8/4/2025 5:40:28 PM

Completed

Security Checked

8/4/2025 5:40:28 PM

## Payment Events

### Status

### Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Martin Marietta, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Martin Marietta, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [scott.tinker@martinmarietta.com](mailto:scott.tinker@martinmarietta.com)

#### **To advise Martin Marietta, Inc. of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [scott.tinker@martinmarietta.com](mailto:scott.tinker@martinmarietta.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Martin Marietta, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [scott.tinker@martinmarietta.com](mailto:scott.tinker@martinmarietta.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Martin Marietta, Inc.**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [scott.tinker@martinmarietta.com](mailto:scott.tinker@martinmarietta.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Martin Marietta, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Martin Marietta, Inc. during the course of your relationship with Martin Marietta, Inc..

**RESOLUTION**

**NO. 2025-14**

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

**SUBDIVISION EXEMPTION FOR  
RAS FARM, LLC**

**WHEREAS**, Section 30-28-101 (10)(d), C.R.S., as amended, authorizes the Board of County Commissioners pursuant to resolution to exempt from the detailed requirements of the Logan County Subdivision Regulations any division of land if the Board of County Commissioners determines that such division is not within the purposes of the statutory provisions governing land division; and

**WHEREAS**, Virginia L. Anderson (Member-Manager), has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

LEGAL DESCRIPTION FOR TRACT 1:

A tract of land located in Section 9, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; being more particularly described as follows:

Commencing at the Northwest corner of Section 9, Township 8 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado; thence South 01°37'10" East on the West line of the Northwest Quarter of said Section 9, 679.00 feet; thence South 76°37'58" East 1301.48 feet; thence North 68°24'02" East 226.11 feet to the Point of Beginning; thence North 68°24'02" East 626.01 feet; thence South 14°12'25" East 435.92; thence South 41°18'28" West 41.80 feet; thence South 30°02'23" West 100.38 feet; thence South 32°46'44" West 90.50 feet; thence South 45°40'57" West 214.94 feet; thence South 49°28'38" West 79.67 feet; thence South 42°44'55" West 49.21 feet; thence South 45°06'54" West 103.17 feet; thence North 19°05'21" West 737.98 feet to the Point of Beginning, containing 8.34 acres more or less.

(As represented on official Subdivision Exemption Plat 2025-14); and

**WHEREAS**, RAS Farm, LLC, intends to create a parcel, consisting of 8.34 acres more or less, subdivided from a 249.00 acre parcel in an Agriculture (A) zone district, for use as a residence; and

**WHEREAS**, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on August 12, 2025; and

**WHEREAS**, a public hearing was held by the Board of County Commissioners on August 19, 2025, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

**WHEREAS**, based on the application, supporting information, comments of staff and testimony of any interested persons, the Board finds as follows:

1. That the exemption is consistent with, and conforms to the Logan County Zoning Resolution and Subdivision Regulations.



2. That the exemption relates to a division of land that is determined not to be within the purpose of C.R.S. 30-28-101, et. seq.

3. That legal and physical access is provided to the parcel by enforceable public rights-of-way or recorded easements, and the size, location and availability of essential services to the proposed parcel are reasonable, appropriate and customary for the intended use.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, that the application by RAS Farm, LLC for a Subdivision Exemption for the creation of a 8.34 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Exemption Plat 2025-14, is hereby approved, provided that no further subdividing of the above described parcel shall occur without the prior approval of the Board of County Commissioners.

**DONE** on Tuesday, this 19th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
(Aye)(Nay)  
Mike Brownell, Chairman

\_\_\_\_\_  
(Aye)(Nay)  
James T. Yahn, Commissioner

\_\_\_\_\_  
(Aye)(Nay)  
Jim C. Santomaso, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 19th day of August, 2025.

\_\_\_\_\_  
County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION  
PLAT APPROVAL**

Date: 6-26-26

Name of Subdivision Exemption (as listed on plat): \_\_\_\_\_

Replat \_\_\_\_\_

**Applicant:**

Name: RAS Farm LLC Phone: 970-520-4937

Address: 20481 Cty Rd 36, Sterling, CO 80751

Email: bma farms@live.com

**Local Agent:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Owner of Record:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Prospective Buyer:**

Name: N/A Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Land Surveyor:**

Name: Dickenson Land Surveyors Phone: 308-284-8440

Address: 302 Diamond Springs Trail, Ogallala, NE 69153

**Attorney:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Description of Property:**

Subdivision Exemption Location: On the \_\_\_\_\_ side of \_\_\_\_\_

\_\_\_\_\_ Feet \_\_\_\_\_ of \_\_\_\_\_  
Direction Street

Legal: 1/4 Section \_\_\_\_\_ Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Total Acres \_\_\_\_\_ Number of Lots \_\_\_\_\_

Current Zoning: \_\_\_\_\_ Current Land Use: \_\_\_\_\_

Postal Delivery Area: \_\_\_\_\_ School District: \_\_\_\_\_

If Deed is recorded in General System: Book \_\_\_\_\_ Page \_\_\_\_\_

Has the Board of Zoning Appeals granted Variance, Exception, or a Conditional Use Permit Concerning this property? Y or N

If yes, list Case No., and Name \_\_\_\_\_

Proposed use of each Parcel: Dwelling

Proposed Water and Sewer Facilities: 2 wells & septic

Proposed Public Access to Each New Parcel: \_\_\_\_\_

Reason for Request of this Exemption (May use additional pages): Subdividing from RAS Farm

List all Contiguous Parcels in the same Ownership:

Section/ Township/ Range \_\_\_\_\_ Lot(s) \_\_\_\_\_

Attach an affidavit of ownership indicating the dates the respective parcels of land were acquired, together with the book and page of each conveyance to the present owner as recorded with the Logan County Clerk and Recorder. This affidavit shall indicate the current legal owner of the property; the contract owner of the property, and the date the deed was executed and delivered.

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

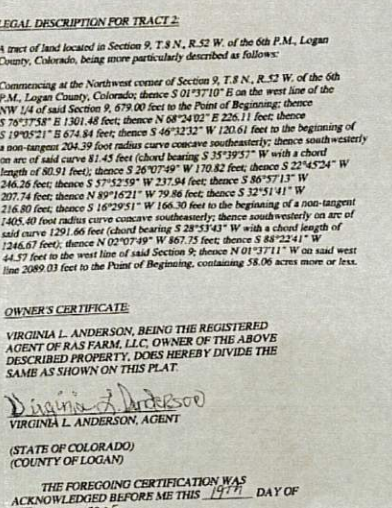
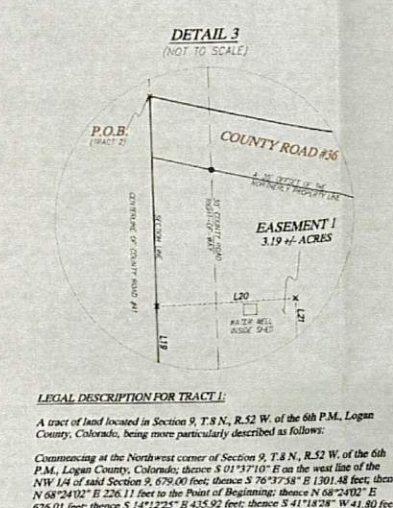
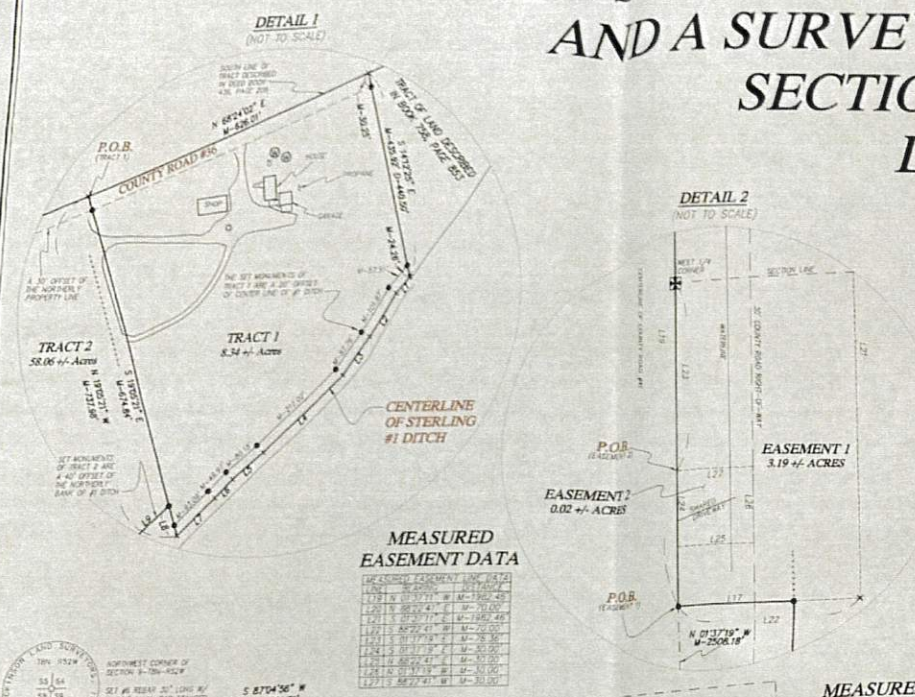
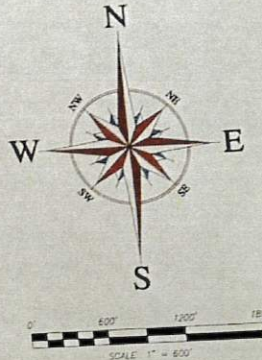
I Virginia L. Anderson, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

I Virginia L. Anderson, hereby depose that all statements contained in this application submitted herewith are true.

Applicant Signature: Virginia L. Anderson Date: 6-26-25



# A SUBDIVISION EXEMPTION PLAT OF A TRACT OF LAND AND A SURVEY PLAT OF A TRACT OF LAND, LOCATED IN SECTION 9, T.8 N., R.52 W. OF THE 6th P.M., LOGAN COUNTY, COLORADO



### MEASURED EASEMENT DATA

MEASURED EASEMENT DATA
1. EASEMENT 1: 3.19 +/- ACRES
2. EASEMENT 2: 0.02 +/- ACRES

### MEASURED LINE DATA

MEASURED LINE DATA
1. 171.25' ± 0.12'
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99. 171.25' ± 0.12'
100. 171.25' ± 0.12'

**LEGAL DESCRIPTION FOR TRACT 1:**  
A tract of land located in Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado, being more particularly described as follows:  
Commencing at the Northwest corner of Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado; thence S 01°37'10" E on the west line of the NW 1/4 of said Section 9, 679.00 feet to the Point of Beginning; thence S 76°37'38" E 1301.48 feet; thence S 68°24'02" E 626.01 feet; thence S 14°12'25" E 435.92 feet; thence S 41°18'38" W 41.80 feet; thence S 30°12'23" W 100.38 feet; thence S 34°46'44" W 90.50 feet; thence S 45°40'57" W 214.94 feet; thence S 49°28'38" W 79.67 feet; thence S 42°44'55" W 49.21 feet; thence S 45°00'54" W 103.17 feet; thence N 19°05'21" W 737.98 feet to the Point of Beginning, containing 8.34 acres more or less.

**OWNER'S CERTIFICATE**  
VIRGINIA L. ANDERSON, BEING THE REGISTERED AGENT OF RAS FARM, LLC, OWNER OF THE ABOVE DESCRIBED PROPERTY, DOES HEREBY DIVIDE THE SAME AS SHOWN ON THIS PLAT.

**THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF June 2025**  
IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL  
Kath Tracy Kallison Jr.  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184037687  
MY COMMISSION EXPIRES 02-05-28

**DEDICATION**  
KNOW ALL PERSONS BY THESE PRESENTS: THAT VIRGINIA L. ANDERSON IS THE REGISTERED AGENT OF RAS FARM, LLC, OWNER OF LAND INCLUDED WITHIN THE PLAT SHOWN HEREON, THAT SHE IS THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND DOES HEREBY DEDICATE TO THE PUBLIC FOR USE AS SUCH, THE PUBLIC ROADWAYS, AND PUBLIC UTILITY EASEMENTS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

**IN WITNESS THIS DEDICATION IS EXECUTED THIS 19th DAY OF June 2025**  
Kath Tracy Kallison Jr.  
VIRGINIA L. ANDERSON, AGENT

**(STATE OF COLORADO)**  
**(COUNTY OF LOGAN)**

**THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF June 2025**

**IN WITNESS WHEREOF, I HERETO SET MY HAND AND SEAL**  
Kath Tracy Kallison Jr.  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184037687  
MY COMMISSION EXPIRES 02-05-28

**SURVEYOR'S NOTES:**  
This survey was set forth by Virginia Anderson of RAS Farm LLC to survey two tracts of land located in Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado.

In the initial research I found an ALTA Commitment for Title Insurance No. 2608123 with a commitment date of April 30, 2025 issued by Stewart Title Guaranty Company; a survey and tie sheets by Ryan E. Dickinson, PLS 36571, dated September 2022; a survey by Anne M. Korbe, RLS 26964, dated August 2016; a tie sheet by James E. Andrews, LS 19585, dated July 1996; a survey by Lyle D. Stafford, PLS 18371 dated March 1995; a deed recorded on September 11, 1981 in Deed Book 738, Page 853-853 of the Logan County Records; and a deed recorded on December 10, 1953 in Deed Book 436, Page 208 of the Logan County Records.

In commencement of the fieldwork I began by finding the corners of said Section 9 as shown on this plat. I then set the property corners as shown hereon and per the client's request to conclude the survey.

Set #4 rebar 24" long with yellow plastic L.D. caps stamped "Dickinson PLS 36571" at the points shown thus, unless otherwise noted.

The basis of bearing for this plat was arrived by GPS solutions.

Only the record documents noted hereon were provided to or discovered by the Surveyor.

Underground utilities may or may not exist within the limits of this tract. The location of these facilities was not within the scope of work to be accomplished by the Surveyor.

A title search was not requested nor conducted by Surveyor for this parcel. Therefore, all recorded Right-of-Ways or Easements may not be shown.

**NOTICE**  
According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

**LEGAL DESCRIPTION FOR EASEMENT 1:**  
A waterline easement located in Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado, being more particularly described as follows:  
Commencing at the Southwest corner of Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado; thence N 01°37'19" W on the west line of the SW 1/4 of said Section 9, 2508.18 feet to the Point of Beginning; thence N 01°37'11" W 1982.46 feet; thence S 88°22'41" E 76.00 feet; thence S 01°37'11" E 1982.46 feet; thence S 88°22'41" W 70.00 feet to the Point of Beginning, containing 3.19 acres more or less.

**LEGAL DESCRIPTION FOR EASEMENT 2:**  
A shared driveway easement located in Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado, being more particularly described as follows:  
Commencing at the West 1/4 corner of Section 9, T.8 N., R.52 W. of the 6th P.M., Logan County, Colorado; thence S 01°37'19" E on the west line of the SW 1/4 of said Section 9, 76.36 feet to the Point of Beginning; thence S 01°37'19" E 30.00 feet; thence N 88°22'41" E 30.00 feet; thence N 01°37'19" W 30.00 feet; thence S 88°22'41" W 30.00 feet to the Point of Beginning, containing 0.02 acres more or less.

**LOGAN COUNTY PLANNING COORDINATOR CERTIFICATE:**  
THIS PLAT HAS BEEN CHECKED FOR CONFORMANCE TO ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND APPEARS TO COMPLY WITH ALL REQUIREMENTS.

PLANNING COORDINATOR OF LOGAN COUNTY DATE

**LOGAN COUNTY PLANNING COMMISSION CERTIFICATE:**  
I HAVE REVIEWED THIS PLAT AND CONCUR WITH STAFF THAT THIS PLAT APPEARS TO BE IN CONFORMANCE WITH ALL THE REQUIREMENTS OF ARTICLE 8 OF THE LOGAN COUNTY SUBDIVISION REGULATIONS AND SUBMIT THIS TO THE BOARD OF COUNTY COMMISSIONERS FOR FINAL APPROVAL.

CHAIRMAN OF LOGAN COUNTY PLANNING COMMISSION DATE

**BOARD OF LOGAN COUNTY COMMISSIONER'S CERTIFICATE:**  
THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS DAY OF June 2025

CHAIRMAN OF THE BOARD OF LOGAN COUNTY COMMISSIONERS DATE

ATTEST:  
COUNTY CLERK AND RECORDER

DATE

**RECORDER'S CERTIFICATE:**  
I, Ryan E. Dickinson, a Registered Professional Land Surveyor in the State of Colorado, do hereby state that this plat was made by me or under my supervision, the monuments shown thereon actually exist and this plat accurately represents said survey based on my knowledge, information and belief. I further state that the survey and this plat comply with all applicable rules, regulations, and laws of the State of Colorado, State Board of Registration for Professional Engineers and Professional Land Surveyors. This is not a warranty or warranty, either expressed or implied.

RECORDER OF LOGAN COUNTY, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO ON the 20th DAY OF June 2025, ACCEPTED ON BEHALF OF THE PUBLIC THE FOREGOING DESCRIBED PARCEL OF REAL PROPERTY OFFERED FOR DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

(SEAL)  
CLERK AND RECORDER, LOGAN COUNTY, COLORADO

**VICINITY MAP**  
(NOT TO SCALE)



### SURVEYOR'S STATEMENT

I, Ryan E. Dickinson, a Registered Professional Land Surveyor in the State of Colorado, do hereby state that this plat was made by me or under my supervision, the monuments shown thereon actually exist and this plat accurately represents said survey based on my knowledge, information and belief. I further state that the survey and this plat comply with all applicable rules, regulations, and laws of the State of Colorado, State Board of Registration for Professional Engineers and Professional Land Surveyors. This is not a warranty or warranty, either expressed or implied.

by: Ryan E. Dickinson  
Colorado Professional Surveyor  
Professional Land Surveyor No. 36571



**Dickinson Land Surveyors, Inc.**  
Nebraska and Colorado Certified  
302 Diamond Springs Trail, Ogallala, Nebraska 69153  
Office: 308-284-8440 www.dickinsonlandsurveyors.com

CLIENT: RAS FARM LLC  
DATE OF SURVEY: 7 MAY 2025  
PAGE 1 OF 1 PROJECT #: H25-021





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

THIS AGREEMENT made this (County fills in) 19<sup>th</sup> day of August, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and HOOPER CORP ON BEHALF OF XCEL ENERGY 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):  
XCEL ENERGY - 15985 CO RD 41

\_\_\_\_\_ ; and

WHEREAS, Applicant desires to install and construct a R&R POLES, UG PRIMARY, OH, RECLOSURE, which will be located (**Circle One**) along bore under, or trench across CR34 & CR41, 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 consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- ☒ 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 R&R POLES, UG PRIMARY, OH, described above, in the right of way of CR34 & CR41, 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 09/15/2025.
- ☒ 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.

- ☒ Applicant hereby releases the County from any liability for damages caused by said R&R POLES, UG PRIMARY, OH, 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:

**Land Owner #1**

\_\_\_\_\_  
Name \_\_\_\_\_ Printed

Signature \_\_\_\_\_

**Land Owner #2**

\_\_\_\_\_  
Name \_\_\_\_\_ Printed

Signature \_\_\_\_\_

**Individual Right-of-Way Permit Applicant:**

DEANNA CORDOVA

Printed name

DEANNA CORDOVA

Signature

Address: 4475 E 74TH AVE  
COMMERCE CITY, CO 80022

Application Fee Paid \_\_\_\_\_

Date 08/01/2025

Email: dcordova@hoopercorp.com

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

**THE BOARD OF COUNTY COMMISSIONERS**

**LOGAN COUNTY, COLORADO**

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)



BORE PITS CROSSING CR 41 & CR 34, BORE WILL BE +/- 400' FOR  
ELECTRIC  
PLEASE SEE SITE MAPS ATTACHED

---

WO#1111864657

Bore Route

Legend  
15985 Co Rd 41  
Bore

Bore Pits, Crossing CR41 and  
Crossing CR 34, Bore Will Be  
Around 400'

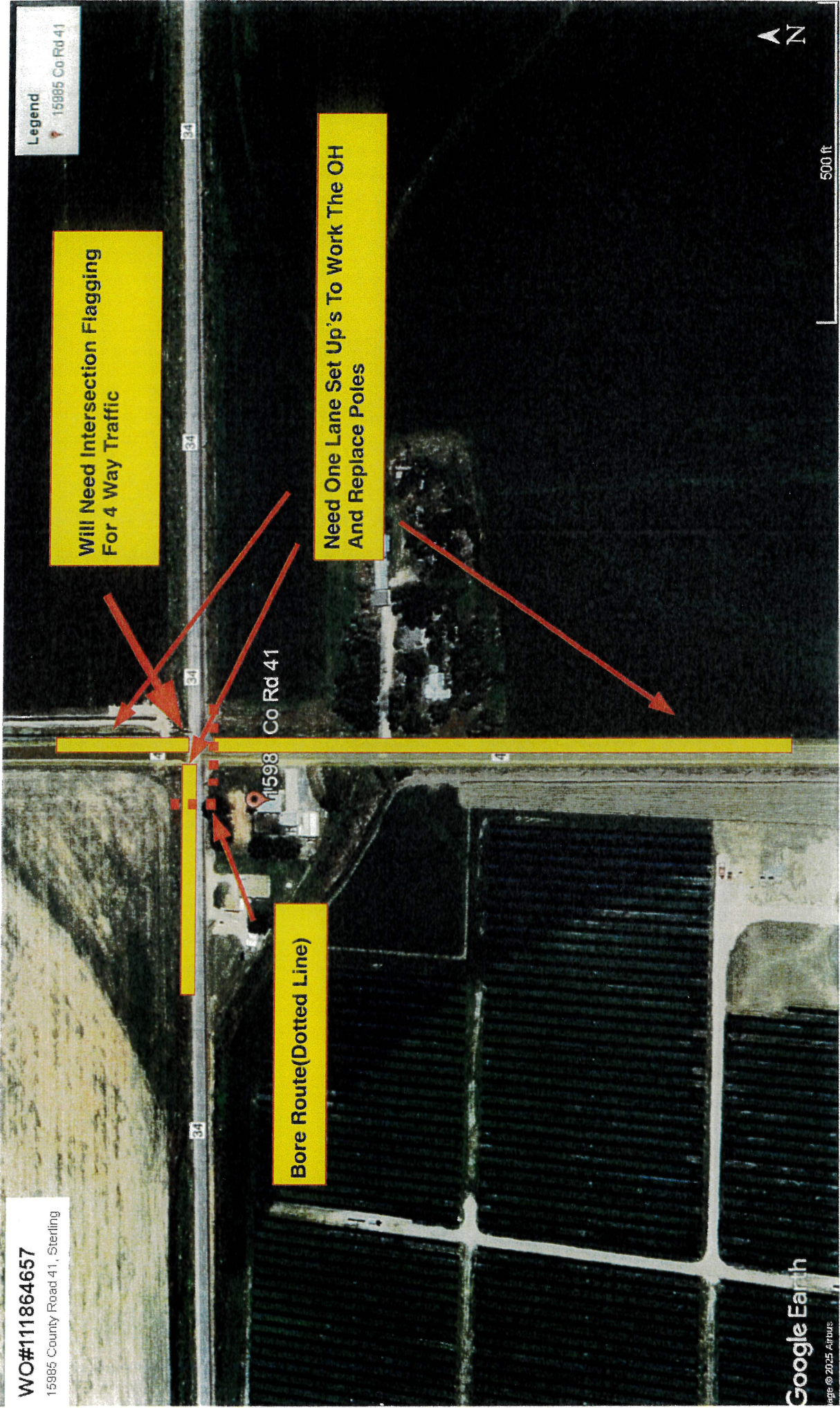
Google Earth

Image © 2025 Airbus

Hooper Corporation  
Right of Way  
ROW2025-8 August 2025  
15985 County Road 41, Sterling



WO#111864657  
15985 County Road 41, Sterling





Hooper Corporation  
Right of Way  
ROW2025-8 August 2025  
15985 County Road 41, Sterling





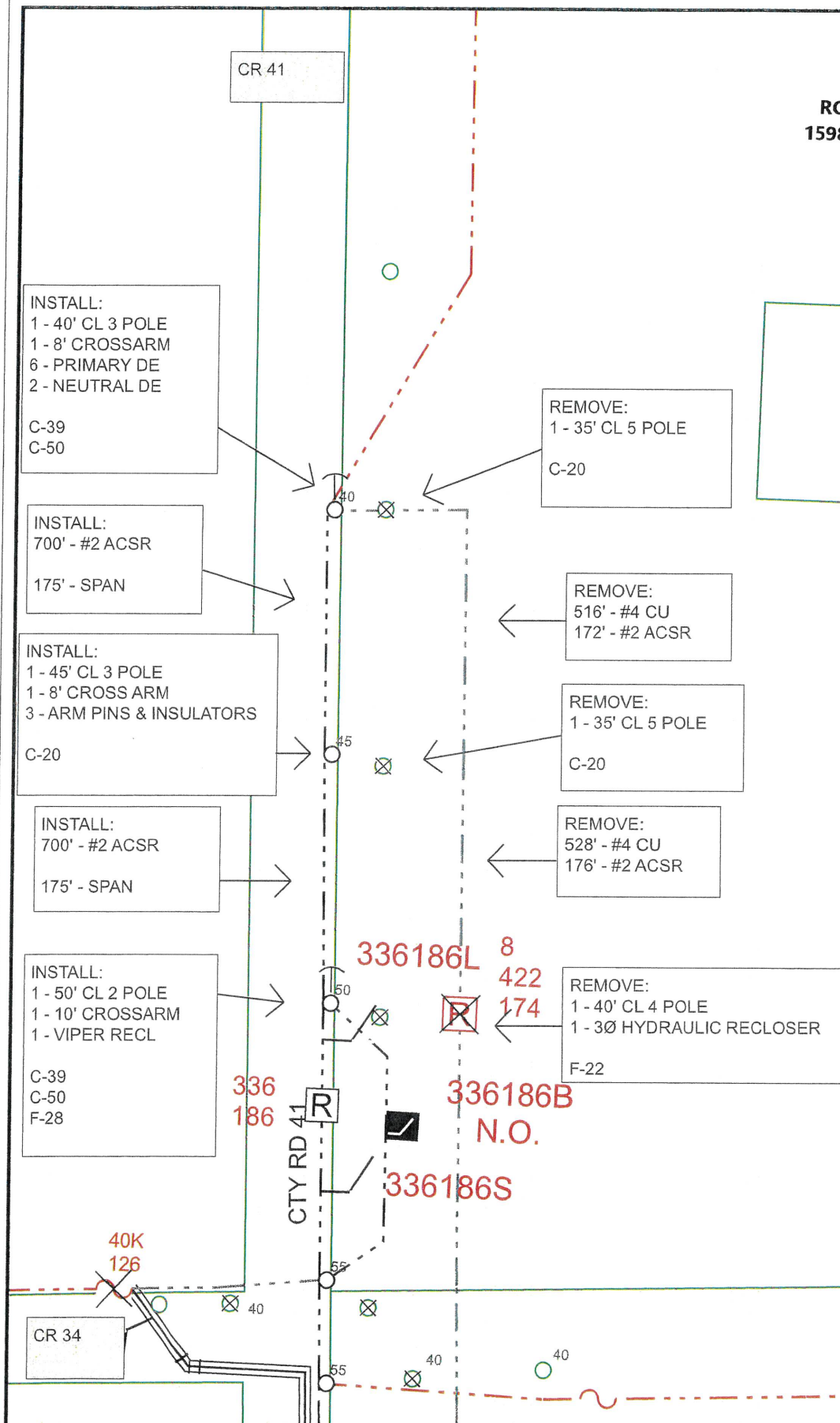
**Hooper Corporation**  
**Right of Way**  
**ROW2025-8 August 2025**  
**15985 County Road 41, Sterling**

Viewport not mapped

Work Order Information	
Service Request #	: 000014330817
Design Number	: 000001170122
Designer/Planner ID	: LMBT05
Designer/Planner Name	: TYSON LAMBERT
Designer/Planner Ph #	: 970-521-1835
Manager Approval:	
Joint Utility	
E:	G:
T:	C:
Design Location	
Division :	HIGH PLAINS REGION
County :	Logan
City :	STERLING
Address :	CR 41 & CR 34
T: 8N R: 52W S: 9	
Map #	2637494 03 Permit: COUNTY
Electric	
Feeder:	STER1329 Voltage: 13.2 KV
Phase:	BkupDevID:
Gas	
System :	Pressure:
Size :	Material :
Dead End:	
Work Order #:	
Date:	05/08/2024
Sketch:	2 OF 2
Scale:	1" equals 100'
 	

CONSTRUCTION USE ONLY  
☐ NO CHANGES (BUILT AS DESIGNED)  
☐ CHANGES MADE AS INDICATED  
 (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

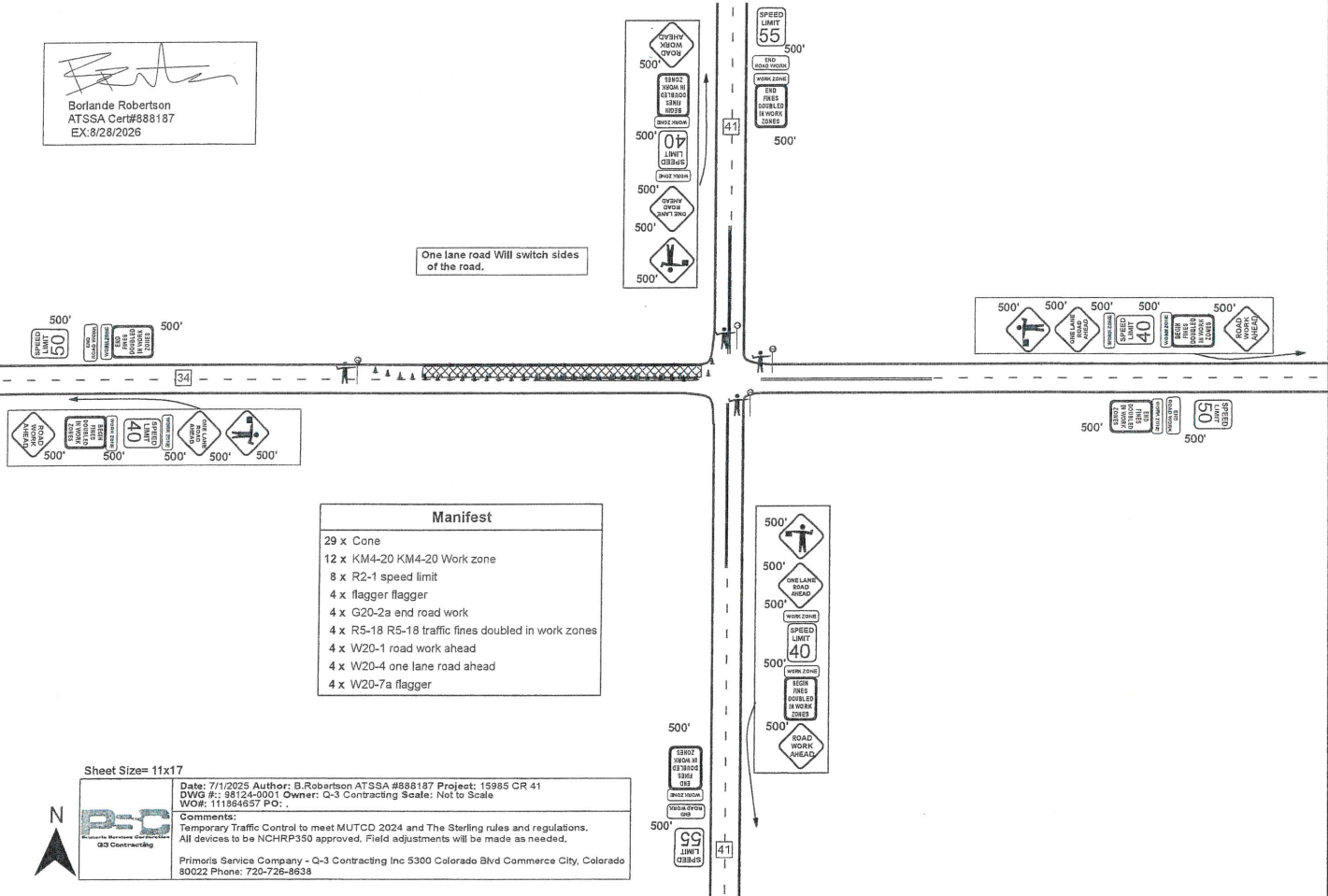
RFO  
 FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 TEAM LEADER \_\_\_\_\_



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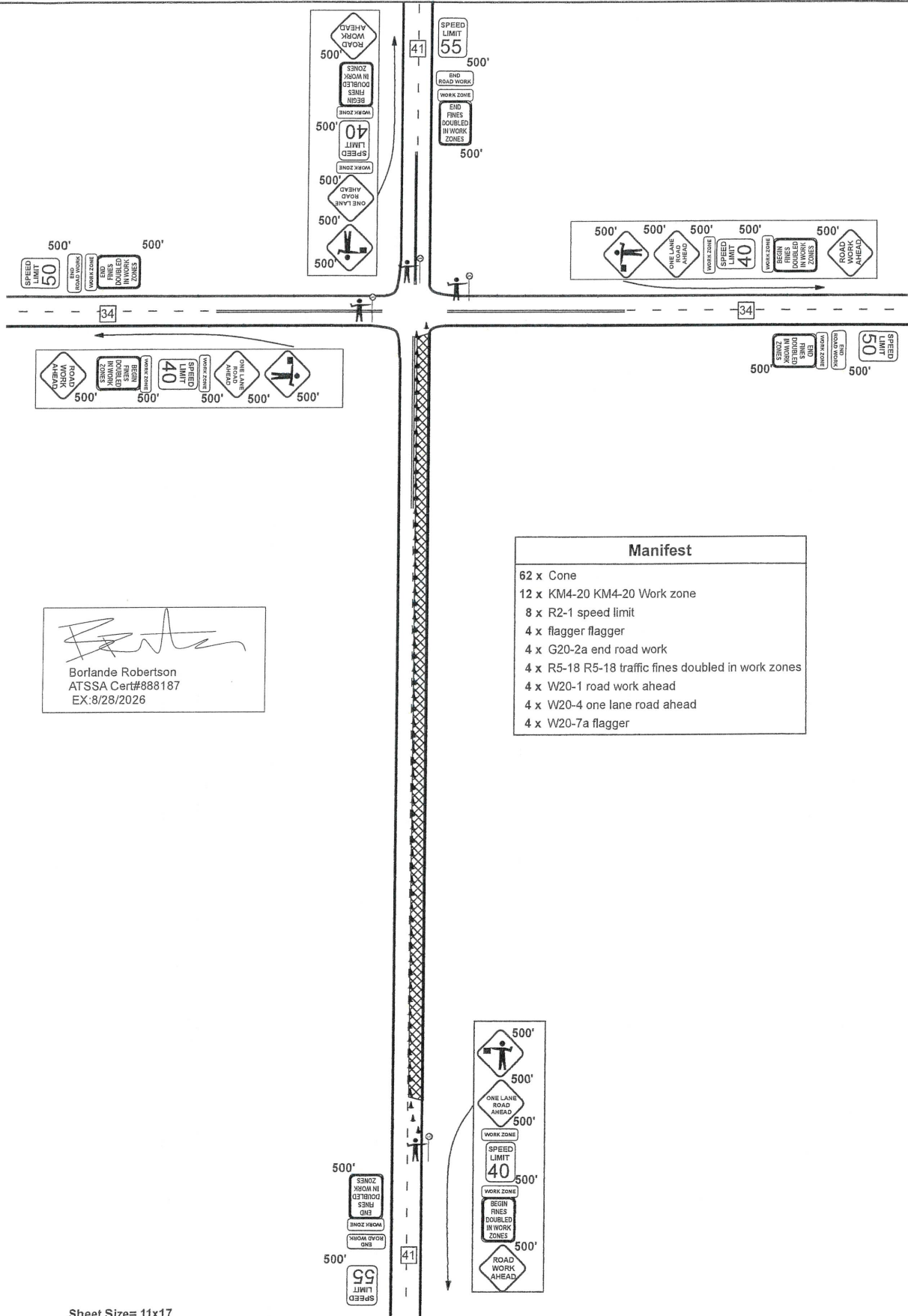
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One lane road Will switch sides of the road.









Borlande Robertson  
ATSSA Cert#888187  
EX:8/28/2026

Sheet Size= 11x17



Date: 7/1/2025 Author: B.Robertson ATSSA #888187 Project: 15985 CR 41  
DWG #: 98124-0003 Owner: Q-3 Contracting Scale: Not to Scale  
WO#: 111864657 PO: .

Comments:  
Temporary Traffic Control to meet MUTCD 2024 and The Sterling rules and regulations.  
All devices to be NCHRP350 approved. Field adjustments will be made as needed.

Primoris Service Company - Q-3 Contracting Inc 5300 Colorado Blvd Commerce City, Colorado  
80022 Phone: 720-726-8638

**Hooper Corporation**  
**Right of Way**  
**ROW2025-8 August 2025**  
**15985 County Road 41, Sterling**



## AUTHORIZATION TO OPERATE TEMPORARY AMBULANCE SERVICE IN LOGAN COUNTY

The Board of County Commissioners of Logan County, Colorado, pursuant to C.R.S. section 25-3.5-314(5)(a)(II), hereby authorizes the below entity to provide ground ambulance service as necessary in connection with a motorcross race event to be held in Logan County on August 30 and 31, 2025.

Washington County Ambulance Service  
125 East 2nd Street  
Akron, Colorado 80720

Colorado State License #321 – Ground Ambulance

APPROVED this 19th day of August, 2025.

BOARD OF COUNTY COMMISSIONERS OF  
LOGAN COUNTY, COLORADO

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Mike Brownell, Chairman

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James T. Yahn, Commissioner

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Jim Santomaso, Commissioner