



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, June 17, 2025 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the June 10, 2025 meeting.

Acknowledge receipt of the Sheriff's Fee report for the month of May, 2025.

Acknowledge receipt of the Clerk and Recorder's report for the month of May, 2025.

Unfinished Business

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing concrete/steel bridge structure on CR 41, between CR 34 and CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing concrete/steel bridge structure and the installation of a pre-engineered concrete precast box culvert with wing walls installed on both ends. The inside dimensions of the box culvert shall be 10 feet by 5 feet and the length shall be 40 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing culvert bridge structure on CR 43.5, 2,643 feet north of CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 8 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

Consideration of the approval of a contract between Logan County and Concrete Specialties and Utilities to furnish all materials and work necessary for the replacement of the existing corrugated culvert bridge structure on Vansway Drive at Springdale Canal, Logan County, Colorado. The scope of work will consist of removal of the existing corrugated culvert bridge structure and installing a temporary bypass road, and the installation of a pre-engineered concrete precast box culvert with sheet piling and concrete wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 6 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached as Exhibit A.

New Business

The Board will open proposals for a Full Depth Asphalt Reclamation project on County Road 79.

The Board will open proposals for the purchase of a new Motorgrader for the Road and Bridge Department.

The Board will open a public hearing to consider the approval of an application submitted by the Logan County Chamber of Commerce for a Special Events Liquor License for events to be held at the Logan County Courthouse Square on June 27, July 5, July 11, July 18 and July 25, 2025.

Consideration of the approval of an Intergovernmental Agreement between Logan County and Phillips County for Logan County's shared use of the services of the Phillips County's Veteran's Service Officer.

Consideration of the approval of Resolution 2025-10 and an application for Subdivision Exemption on behalf of Merino Platte River Ranch LLC to create a 19.35-acre parcel from a 210.0-acre parcel in an Agricultural (A) zone district in the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 North, Range 54 West of the 6th P.M., Logan County, Colorado.

Consideration of the approval of Resolution 2025-11 and an application for Subdivision Exemption on behalf of Robert W. and Kathy E. Cooksey to create a 5.0-acre parcel from a 419.0-acre parcel in an Agricultural (A) zone district in the Southwest Quarter of Section 9, Township 6 North, Range 51 West, of the 6th P. M., in Logan County, Colorado.

Accept of a proposal and statement of work between Logan County and CivicPlus for Social Media Archiving Account Activation and Setup.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, July 1, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

June 10, 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 - Absent
Commissioner

Also present:

Alan Samber
Rachelle Stebakken
Marilee Johnson
Debbie Unrein
Mike Burri
Rick Cullip
Rob Quint
Diana Korbe
Lauren Bower
Debbie Klindt
Lorraine Thompson
Jeff Rice

Logan County Attorney
Logan County Deputy Clerk
Logan County Public Information Coordinator
Logan County Finance
Logan County Road and Bridge
Logan County Buildings and Grounds
Planning and Zoning
Logan County HR
Fair Administrative Assistant
Sterling Boat Club

Journal Advocate

Chairman Brownell called the meeting to order at 9:35 a.m. and opened the meeting with the Pledge of Allegiance.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of May 20, 2025, meeting.
- Acknowledge receipt of the Landfill Supervisor's report for the month of May, 2025.
- Acknowledge receipt of the Treasurer's report for the month of May, 2025.

Commissioner Santomaso moved to approve the consent agenda. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell continued with Unfinished Business:

Commissioner Santomaso moved to award the proposal for the purchase of a Crack Seal/Melter Applicator for the Logan County Road and Bridge Department to DISSCO (Denver Industrial Sales and Service Company) in the amount of \$78,697.00. Commissioner Brownell seconded, and the motion carried 2-0.

Chairman Brownell continued with New Business:

Chairman Brownell read the Proclamation Declaring June 9-15, 2025 as Men's Health Week. Commissioner Santomaso moved to adopt the Proclamation of Men's Health Week June 9-15, 2025 in Logan County. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve an application for a Fireworks Display Permit on behalf of the Sterling Boat Club submitted by Debbie Klindt for a fireworks display at the North Sterling Reservoir on July 5, 2025. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to approve an agreement between Logan County and Viaero Fiber Networks, LLC and issuance of Right of Way Permit Number 2025-6 for use of the County Right of Way along County Road 74 and County Road 55 for underground conduit. Commissioner Brownell seconded, and the motion carried 2-0.

Commissioner Santomaso moved to table all three contracts between Logan County and Concrete Specialties and Utilities until the next business meeting on June 17, 2025 pending information on when the work can be completed. Commissioner Brownell seconded, and the motion carried 2-0.

Lauren Bower, Fair Administrative Assistant, brought to the board some issues with a couple bills for fair promotions and also the lack of approval from the board for the bills. Chairman Brownell commented to go ahead with approving the bill but in the future, bills must be approved by Commissioners ahead of time.

Commissioner Santomaso moved to approve paying the bill to KSID-FM for fair advertisement in the amount of \$9,000.00. Commissioner Brownell seconded, and the motion carried 2-0.

Lorraine Thompson, who lives on County Road 18, brought to the board's attention her concerns of drones she has been seeing and if there is any purpose for them. Chairman Brownell suggested calling the Sheriff's office or dispatch.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, June 17, 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 10:09 a.m.

Submitted by:


Logan County Deputy Clerk

Approved: June 17, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS						
May-25						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/8/2025	1209	47935	2025-300	\$ 20.00	\$ 15.00	\$ 5.00
5/12/2025	1210	803909	2025-308	\$ 40.00	\$ 15.00	\$ 25.00
5/14/2025	1211	CASH	2025-324	\$ 40.00	\$ 15.00	\$ 25.00
5/27/2025	1212	36634	25-359/360/361	\$ 60.00	\$ 15.00	\$ 45.00
5/29/2025	1214	275077	2025-369	\$ 40.00	\$ 15.00	\$ 25.00
				Total Owed to County		\$ 125.00

CIVIL PAYMENTS CREDIT CARDS					
May-25					
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
5/28/2025	1213	2025-343	\$ 40.00	\$ 15.00	\$ 25.00
5/1/2025		2025-295	\$ 51.00		\$ 51.00
5/5/2025		2025-299	\$ 40.00		\$ 40.00
5/6/2025		2025-302	\$ 25.00		\$ 25.00
5/6/2025		2025-303	\$ 40.00		\$ 40.00
5/7/2025		2025-305	\$ 40.00		\$ 40.00
5/8/2025		2025-309	\$ 45.00		\$ 45.00
5/8/2025		2025-307	\$ 40.00		\$ 40.00
5/8/2025		2025-306	\$ 12.50		\$ 12.50
5/9/2025		2025-312	\$ 40.00		\$ 40.00
5/12/2025		2025-310	\$ 40.00		\$ 40.00
5/13/2025		2025-318/320	\$ 50.00		\$ 50.00
5/13/2025		2025-344	\$ 34.00		\$ 34.00
5/14/2025		2025-315	\$ 40.00		\$ 40.00
5/14/2025		2025-319/321	\$ 20.00		\$ 20.00
5/15/2025		2025-335/336	\$ 70.00		\$ 70.00
5/16/2025		2025-330	\$ 51.00		\$ 51.00
5/16/2025		2025-338	\$ 53.00		\$ 53.00
5/27/2025		2025-364	\$ 40.00		\$ 40.00
5/29/2025		2025-367	\$ 28.00		\$ 28.00
6/2/2025		2025-371	\$ 40.00		\$ 40.00
Total Owed to County					\$ 824.50

NS/NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/REVENUE					
May-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
		RECORDS	\$ 15.00		\$ 15.00
		RECORDS	\$ 90.00		\$ 90.00
		SO	\$ 45.00		\$ 45.00
		VIN	\$ 53.00		\$ 53.00
					\$ -
					\$ -
					\$ -
Total Owed to County					\$ 248.00

<div> <div>CHP CREDIT CARDS</div> <div>May-25</div> </div>			
Date		Amount	Amount Owed to County
		\$ 63.00	\$ 63.00
		\$ 152.50	\$ 152.50
		\$ 152.50	\$ 152.50
		\$ 305.00	\$ 305.00
		\$ 152.50	\$ 152.50
		\$ 152.50	\$ 152.50
		\$ 63.00	\$ 63.00
		\$ 152.50	\$ 152.50
5/27/2025		\$ 152.50	\$ 152.50
		\$ 63.00	\$ 63.00
		\$ 63.00	\$ 63.00
		\$ 152.50	\$ 152.50
		\$ 305.00	\$ 305.00
		\$ 63.00	\$ 63.00
		\$ 152.50	\$ 152.50
		Total Owed to County	\$ 2,145.00

CIVIL CHECKS	\$	125.00	
CIVIL CREDIT CARDS	\$	824.50	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	248.00	
CHP CREDIT CARDS	\$	2,145.00	
TOTAL PAID TO GENERAL FUND	\$	3,342.50	check # 1215
DEPOSIT TAKEN TO BANK OF COLORADO	\$	200.00	

Clerk Fees Collected 2025

May

<u>County Fees Retained</u>	<u>2024</u>	<u>2025</u>	
Recording Fees Retained	60,368.75	11,938.93	
Motor Vehicle Fees Retained	321,796.02	265,722.04	
Total	\$ 382,164.77	\$ 277,660.97	\$104,503.80
<u>Fees & Taxes Distributed</u>			
State of Colorado	280,157.91	285,877.16	
City of Sterling	42,994.25	33,281.22	
Town of Fleming	1,045.58	831.82	
Town of Crook	-	201.87	
Total	\$ 324,197.74	\$ 320,192.07	\$4,005.67
Fees Retained Year to Date		\$1,662,943.42	

**CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR
REPLACEMENT OF BRIDGE STRUCTURE ON COUNTY ROAD 41**

This Contract is entered into this 17th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, 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 and perform all of the work necessary for the replacement of the existing concrete/steel bridge structure on CR 41, between CR 34 and CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing concrete/steel bridge structure and the installation of a pre-engineered concrete precast box culvert with wing walls installed on both ends. The inside dimensions of the box culvert shall be 10 feet by 5 feet and the length shall be 40 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material and road closure necessities.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

2. Time of Completion. If the box culvert has been delivered by the manufacturer and if the ditch company has ended water flow to enable the project to proceed, the work to be performed under this Contract shall be commenced as soon as practicable after delivery of the box culvert and shall be substantially completed within 15 consecutive days after commencement of the work, and no later than September 30, 2025. If either of the above conditions to performing this contract have not occurred, the Owner and Contractor will determine a mutually acceptable time for work to proceed and modify this section 2 accordingly. 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 each consecutive calendar day 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 the sum otherwise payable to Contractor for its performance of this contract; 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 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 Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Forty-Five Thousand Seven Hundred Thirty Seven Dollars (\$145,737.00).

4. 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 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 in full for the balance due.

5. 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.

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

7. 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.

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 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.

8. 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.

9. Modification of Agreement. This Contract may 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.

10. 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, 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, 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.

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

12. 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.

13. 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, 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. Work not conforming to these requirements, including substitutions not properly approved and

authorized, may be considered defective.

14. 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.

15. 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.

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

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Chairman

Commissioner

Commissioner

CONTRACTOR:

CONCRETE SPECIALTIES AND
UTILITIES

(Printed name and title)

BID PROPOSAL

LOGAN COUNTY CONCRETE BOX REPLACEMENT

County Road 41, Between CR34 and CR36

Bid for the replacement of a concrete/ steel bridge on County Road 41 with a pre-engineered concrete precast box along with wing walls complete in place per plans and specifications. The size is to be 10' x 5' inside dimensions, 40 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 10' x 5' inside dimensions, 40 feet in length.

Lump sum Bid (figures) \$ 145,737.00

Lump sum Bid (words) One Hundred Forty-Five Thousand Seven Hundred Thirty Seven

By (Signature) 

Company name: Concrete Specialties and Utilities

Address: 11820 CR 370

City: Sterling State: Colorado Zip: 80751

**CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR
REPLACEMENT OF BRIDGE STRUCTURE ON COUNTY ROAD 43.5**

This Contract is entered into this 17th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, 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 and perform all of the work necessary for the replacement of the existing culvert bridge structure on CR 43.5, 2,643 feet north of CR 36, Logan County, Colorado. The scope of work will consist of removal of existing asphalt and the existing corrugated culvert bridge structure and the installation of a pre-engineered concrete precast box culvert with sheet piling and wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 8 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material and road closure necessities.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

2. Time of Completion. If the box culvert has been delivered by the manufacturer and if the ditch company has ended water flow to enable the project to proceed, the work to be performed under this Contract shall be commenced as soon as practicable after October 1, 2025, and shall be substantially completed within 15 consecutive days after commencement of the work, and no later than October 31, 2025. If either of the above conditions to performing this contract have not occurred, the Owner and Contractor will determine a mutually acceptable time for work to proceed and modify this section 2 accordingly. 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 each consecutive calendar day 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 the sum otherwise payable to Contractor for its performance of this contract; 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 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 Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Seventy One Thousand Nine Hundred Eighty Three Dollars (\$171,983.00).

4. 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 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 in full for the balance due.

5. 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.

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

7. 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.

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 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.

8. 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.

9. Modification of Agreement. This Contract may 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.

10. 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, 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, 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.

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

12. 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.

13. 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, 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. Work not conforming to these requirements, including substitutions not properly approved and

authorized, may be considered defective.

14. 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.

15. 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.

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

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Chairman

Commissioner

Commissioner

CONTRACTOR:

CONCRETE SPECIALTIES AND
UTILITIES

(Printed name and title)

BID PROPOSAL

LOGAN COUNTY CONCRETE BOX REPLACEMENT

County Road 43.5 (2643' North of County Road 36)

Bid for the replacement of a corrugated culvert on County Road 43.5 with a pre-engineered concrete precast box along with wing walls complete in place per plans and specifications. The size is to be 8' x 8' inside dimensions, 42 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 8' x 8' inside dimensions, 42 feet in length.

Lump sum Bid (figures) \$ 171,983⁰⁰

Lump sum Bid (words) One Hundred Seventy One Thousand Nine Hundred Eighty Three⁰⁰

By (Signature) Alan Kim

Company name Concrete Specialties and Utilities

Address 11820 County Rd 370

City Sterling State CO Zip 80751

**CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR
REPLACEMENT OF BRIDGE CULVERT STRUCTURE ON VANSWAY DRIVE**

This Contract is entered into this 17th day of June, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and CONCRETE SPECIALTIES AND UTILITIES, 11820 CR 370, Sterling, CO 80751, 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 and perform all of the work necessary for the replacement of the existing corrugated culvert bridge structure on Vansway Drive at Springdale canal, Logan County, Colorado. The scope of work will consist of removal of existing corrugated culvert bridge structure and installing a temporary bypass road, and the installation of a pre-engineered concrete precast box culvert with sheet piling and concrete wing walls installed on both ends. The inside dimensions of the box culvert shall be 8 feet by 6 feet and the length shall be 42 feet, all as described in the Contractor's Bid Proposal, attached hereto as Exhibit A and fully incorporated herein. The Contractor will provide all materials, supplies, equipment, services and labor necessary for complete performance of the Work, except that Logan County will provide backfill material.

Unless otherwise agreed, all materials will be new and of good quality and the box culvert must meet ASTM C1577 standards. All work shall be performed in a good and workmanlike manner and will be performed exactly in accordance with the Bid Proposal, except as otherwise determined by an approved change order.

2. Time of Completion. If the box culvert has been delivered by the manufacturer and if the ditch company has ended water flow to enable the project to proceed, the work to be performed under this Contract shall be commenced as soon as practicable after November 1, 2025, and shall be substantially completed within 15 consecutive days after commencement of the work.. If either of the above conditions to performing this contract have not occurred, the Owner and Contractor will determine a mutually acceptable time for work to proceed and modify this section 2 accordingly. 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 each consecutive calendar

day 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 the sum otherwise payable to Contractor for its performance of this contract; 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 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 Contract, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of One Hundred Forty-Seven Thousand Eight Hundred Seventy-Three Dollars (\$147,873.00).

4. **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 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 in full for the balance due.

5. **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.

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

7. 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.

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 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.

8. 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.

9. Modification of Agreement. This Contract may 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.

10. 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, 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, 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.

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

12. 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.

13. **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, 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

14. **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.

15. **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.

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

OWNER:

CONTRACTOR:

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

CONCRETE SPECIALTIES AND
UTILITIES

Chairman

Commissioner

Commissioner

(Printed name and title)

BID PROPOSAL
LOGAN COUNTY CONCRETE BOX REPLACEMENT
Vans Way Acre Road

Bid for the replacement of a corrugated culvert on Vans Way Acre Road at Springdale Canal with a pre-engineered concrete precast box along with wing walls complete in place per plans and specification. The size is to be 8' x 6' inside dimensions, 42 feet in length. The bidder agrees to complete the project on a lump sum basis per plans and specifications. The bidder to furnish all labor, equipment and materials to complete the project.

1. Pre-engineered concrete box culvert replacement project bid on a lump sum basis per plans and specifications. Box size 8' x 6' inside dimensions, 42 feet in length.

Lump sum Bid (figures) \$ 147,873⁰⁰

Lump sum Bid (words) One Hundred Forty Seven Thousand Eight Hundred Seventy Three⁰⁰

By (Signature) Alvin Kuri

Company name Concrete Specialists and Utilities

Address 11820 County Rd 320

City Sterling State Co Zip 80751



REQUEST FOR PROPOSALS 2025 FULL DEPTH RECLAMATION

The Board of Logan County Commissioners is requesting proposals from qualified contractors for a 2025 full depth reclamation project. 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 16, 2025. Proposals will be opened at 9:30 a.m. on Tuesday, June 17, 2025 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

cc: Logan County Road and Bridge Department

Logan County
2025 Full Depth Reclamation
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025 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 Foremen.

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 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 "2025 Full Depth Reclamation Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed in 2025 unless conditions or schedules do not allow completion of the project within the fiscal year. Changes in schedule will be agreed upon by the Contractor and Logan County.
- 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).
- 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.

SPECIFICATIONS

PROJECT: FULL DEPTH RECLAMATION

SCOPE OF WORK:

Logan County will do Full Depth Reclamation on County Road 79 from the City limits of Fleming south to CR 26 at 4.3 miles total length, by 24' wide.

Description	Quantity	Unit	Unit Price	Total
8" Thick Full Depth Reclamation	59,136.00	SY		
3" Thick Placement of Asphaltic Concrete Pavement (Grading S PG 64 22)	59,136.00	SY		

Company Name: _____

By: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

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 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: _____



REQUEST FOR PROPOSALS

The Logan County Board of Commissioners is accepting proposals for the purchase of one new 2025 Tandem Drive Motor Grader

Specifications follow.

Proposals must be submitted to the Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope appropriately labeled by 5:00 p.m., June 16, 2025. Said proposals will be opened at 9:30 a.m., June 17, 2025 at the Logan County Courthouse, 315 Main Street.

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

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

Departmental Use Only

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- ☐ Social ☐ Athletic ☐ Philanthropic Institution
☐ Fraternal ☐ Chartered Branch, Lodge or Chapter ☐ Political Candidate
☐ Patriotic ☐ National Organization or Society ☐ Municipality Owned Arts Facilities
☐ Political ☐ Religious Institution ☒ Chamber of Commerce

LIAB Type of Special Event Applicant is Applying for:

- 2110 ☐ Malt, Vinous And Spirituous Liquor \$100.00
2170 ☒ Fermented Malt Beverage \$100.00

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Logan County Chamber

840828645

Mailing Address of Organization or Political Candidate

109 N. Front St.

City

State

ZIP Code

Sterling

CO

80751

Address of Place to Have Special Event

315 Main St

City

State

ZIP Code

Sterling

CO

80751

Authorized Representative of Qualifying Organization or Political Candidate

Caitlin Baseggio

Date of Birth (MM/DD/YY)

Phone Number

970-571-1300

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

Caitlin Baseggio

Date of Birth (MM/DD/YY)

1/1/1991

Phone Number

970-571-1304

Event Manager Home Address

116911 CR 20.5

City

Atwood

State ZIP Code

CO

80722

Email Address of Event Manager

director@logancounty-chamber.com

1. Is the place to have the Special Event located on State-owned property?

☐ Yes ☒ No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

☐ No ☒ Yes, How many days?

2

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

☒ No ☐ Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

☒ Yes ☐ No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

☒ Yes ☐ No

6. For Chambers of Commerce - Please list all members participating in the SEP.

Tami Brown
Andrew Fritzler
Jeri Estrada
Tracy Payne

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date 6.27.25	Date
From: 6:00 pm	From:
To: 9:00 pm	To:
Date 7.5.25	Date
From: 6:00 pm	From:
To: 9:00 pm	To:
Date 7.11.25 7.11.25	Date
From: 6:00 pm	From:
To: 9:00 pm	To:
Date 7.18.25 7.18.25	Date
From: 6:00 pm	From:
To: 9: pm	To:
Date 7.25.25 7.25.25	Date
From: 6:00 pm	From:
To: 9:00 pm	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:
Date	Date
From:	From:
To:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Director

Date (MM/DD/YY)

Signature

Cam Bascagzib

5.12.25

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

☐ City ☐ County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

-750 (999) \$

Total

.00

Search this area



Logan County
Courthouse



Annex

S 3rd St

Wells Fargo Bank



INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("IGA") is made this 17th day of June, 2025, between the Board of County Commissioners of Logan County, Colorado and the Board of County Commissioners of Phillips County, Colorado. Logan County and Phillips County may collectively be referred to as "Parties" or "Counties".

RECITALS

WHEREAS, the parties to this Agreement have the authority, pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, *et seq.*, of the Colorado Revised Statutes ("C.R.S."), to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, C.R.S. §28-5-801 establishes that the board of county commissioners ("BOCC") of each county shall establish a county veterans service office and appoint a county veterans service officer for such county; and

WHEREAS, C.R.S. §28-5-801 establishes that the BOCC of adjacent counties may act jointly in establishing a veterans service office; and

WHEREAS, the Colorado Division of Veterans Affairs is mandating all Colorado veterans service officers must work one thousand (1000) hours per year in order to maintain their accreditation to the the Veterans Affairs Office of General Counsel, access to various programs allowing the submittal of claims for veterans, and state funding; and

WHEREAS, Phillips County employs a qualified and experienced, part-time, Veterans Service Officer who assists veterans and/or their dependents and survivors to obtain benefits from the Federal, State and local agencies administering programs for veterans; and

WHEREAS, Logan County also desires to use the services of said Veterans Services Officer and share in the expenses or costs associated therewith; and

WHEREAS, the parties desire to enter into an intergovernmental agreement to set forth each party's duties and responsibilities as concerns the services of the Veterans Service Officer.

NOW, THEREFORE, for and in consideration for the mutual covenants, stipulations, conditions and agreements herein contained, the parties hereto agree and stipulate as follows:

1. Phillips County is the employer of record; Phillips County shall set the hourly compensation for the Veterans Service Officer and the Veterans Service Officer will be entitled to all applicable benefits set forth in the Phillips County Personnel Policy. The initial hourly compensation will be \$20.00 per hour.

The hourly compensation plus the cost of Phillips County employee benefits equals \$23.68 per hour for straight time hours worked and \$32.30 per hour for any overtime hours worked exceeding 40 hours in any workweek. The hourly pay plus the cost of employee benefits constitutes the cost of employing the Veterans Services Officer, which the counties will share in proportion to the manner in which the population of each county bears to the population of the counties combined. The counties have determined that the current population indicates a cost share ratio of 82% by Logan County and 18% by Phillips County.

2. The Veterans Service Officer will receive monthly compensation solely from Phillips County, based on the total number of hours worked performing services for both Logan County and Phillips County.
3. The Veterans Service Officer will keep records of hours worked on behalf of each county and submit such records to each county and to the Colorado Division of Veterans Affairs on a monthly basis. Compensation for all hours combined will be paid to the Veterans Services Officer through Phillips County payroll, and Phillips County will invoice Logan County on a quarterly basis for 82% of the compensation paid.
4. Each county will provide, at its own cost, office space, operating supplies, computer equipment and telephone/internet service for use by the Veterans Services Officer while working in each of the respective counties. The Veterans Service Officer will not receive mileage reimbursement for travel from home to the offices to be maintained in each county. The Veterans Services Officer will receive mileage reimbursement for necessary business travel in performing veterans services in each county and for travel for business meetings, conferences, education and training. All mileage reimbursement will be paid to the Veterans Service Officer by Phillips County at the statutory rate. Phillips County will invoice Logan County for 82% of the mileage reimbursement paid, on a quarterly basis.
5. Phillips County will pay the costs of the Veterans Services Officer's membership dues and mileage, meals, and hotel costs for attending out-of-town training and education conferences. Phillips County will invoice Logan County for 82% of these costs on a quarterly basis.
6. Logan County will reimburse Phillips County within sixty (60) days of receipt of any invoice.

7. Phillips County will provide workers compensation insurance for the Veterans Service Officer.
8. Phillips County will include the Veterans Service Officer position in Phillips County's annual payroll audit to County Technical Service's Inc.
9. The Veterans Service Officer will perform services as necessary to accommodate all of the needs of each county, working an expected average of 36 to 38 hours, weekly. The Veterans Services Officer will maintain office hours in Phillips County every Wednesday and on additional days as needed to accommodate Phillips County veterans. The Veterans Services Officer will maintain office hours in Logan County on all other business days, as necessary to meet the needs of Logan County veterans.
10. Term of Agreement: This Agreement shall remain in full force and effect until terminated or modified.
11. Modifications: The terms of this Agreement may be modified or changed at any time by further written agreement of the parties. The parties will meet at least once throughout each year's budget process in order to discuss the Veterans Service Office budget, the continued terms of this IGA and any proposed changes, as well as the performance of the Veterans Service Officer.
12. Assignment: Neither party may assign its rights or delegate its duties hereunder.
13. Termination: This Agreement may be terminated at any time, with or without cause, by providing 60-days advance written notice to the other party.
14. Governing Law: This IGA and its application shall be construed in accordance with the Laws of the State of Colorado.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

WITNESS our hands and seal in duplicate the day and year first above written.

LOGAN COUNTY, COLORADO

by _____

Mike Brownell, Chairman

Board of County Commissioners

ATTEST:

Pamela M. Bacon

Clerk to the Board

(SEAL)

PHILLIPS COUNTY, COLORADO

by _____

Tom Timm, Chairman

Board of County Commissioners

ATTEST

Beth Zilla

Clerk to the Board

(SEAL)

**RESOLUTION
NO. 2025-10**

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

**SUBDIVISION EXEMPTION FOR
MERINO PLATTE RIVER RANCH 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, Merino Platte River Ranch, LLC, 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 NEW COMBINED PARCEL

A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 North, Range 54 West of the 6th P.M., Logan County, Colorado, said parcel being more particularly described as follows:

Considering the south line of said Northwest Quarter of Section 34, as bearing South 89° 38' 13" West (assumed bearing), monumented to the east by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS 1791 and monumented to the west by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS 1791, and with all bearings contained herein relative thereto:

Commencing at the West Quarter corner of said Section 34;

Thence North 89° 38' 13" East, along said south line of the Northwest Quarter of Section 34, a distance of 1040.44 feet, to the Point Of Beginning and being the southwest corner of a parcel described in a Quit Claim Deed recorded as Book 955 Page 567 with the Logan County Clerk and Recorder;

Thence North 49° 08' 31" East,, along the west line of said parcel, a distance of 361.73 feet, to a point of the west line of a parcel described in a Quit Claim Deed recorded as Book 978 Page 720 with the Logan County Clerk and Recorder;

Thence North 00° 48' 12" West, along the west line of said parcel, a distance of 24.41 feet, to the northwest corner of said parcel;

Thence North 82° 17' 23" East, along the north line of said parcel, a distance of 205.42 feet, to a point on the southeasterly line of a parcel described in a Quit Claim Deed recorded as Book 646 Page 9 with the Logan County Clerk and Recorder;

Thence North 52° 21' 33" East, along said southeasterly line of said parcel, a distance of 1009.67 feet;

Thence North 89° 38' 18" East, continuing along said southeasterly line of said parcel, a distance of 309.81 feet, to a point on the east line of said Southeast Quarter of the Northwest Quarter of Section 34;

Thence South 00° 40' 42" East, along said east line of the Southeast Quarter of the Northwest Quarter of Section 34, a distance of 897.13 feet, to the Center Quarter corner of said Section 34;

THENCE South 89° 38' 13" West, along said south line of the Northwest Quarter of Section 34, a distance of 1596.78 feet, to the Point Of Beginning.

Containing 19.35 acres (843,816 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

(As represented on official Subdivision Exemption Plat 2025-10); and

WHEREAS, Merino Platte River Ranch, LLC, intends to create a parcel, consisting of 19.35 acres more or less, subdivided from a 210.00 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 June 13, 2025; and

WHEREAS, a public hearing was held by the Board of County Commissioners on June 17, 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 Merino Platte River Ranch, LLC for a Subdivision Exemption for the creation of a 19.35 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Exemption Plat 2025-10, 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 17th day of June, 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 17th day of June, 2025.

County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION
PLAT APPROVAL**

Date: 7/8/2024

Name of Subdivision Exemption (as listed on plat): ~~Sonnenberg~~
Replat: MERINO PLATTE RIVER RANCH

Applicant:

Name: DANIEL GRIFFITH Phone: 970-213-4140

Address: P.O. Box 268, TIMNATH, CO 80547

Email: dan@etcccontracting.com

Local Agent:

Name: / Phone: /

Address: /

Owner of Record:

Name: MERINO Platte River Ranch, LLC Phone: 970-419-7420

Address: 401 W. Mountain Ave, Fort Collins, CO 80521

Prospective Buyer:

Name: / Phone: /

Address: /

Land Surveyor:

Name: EPS Group Phone: 970-221-4158

Address: 301 N Howe St #100, Fort Collins, CO 80521

Attorney:

Name: Jessica J.K. Fosdick Phone: 970-498-2253

Address: 401 W. Mountain Ave, Suite 200 Fort Collins, CO 80521

Description of Property:

Subdivision Exemption Location: On the _____ side of _____

_____ Feet _____ of _____
Direction Street

Legal: 1/4 Section 2 Section 34 Township 6 North Range 54 West

Total Acres 239.58 Number of Lots 3

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: _____

Proposed Water and Sewer Facilities: _____

Proposed Public Access to Each New Parcel: _____

Reason for Request of this Exemption (May use additional pages): _____

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 _____, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

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

Applicant Signature:  Date: 4/15/25

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval:

Date Granted: _____

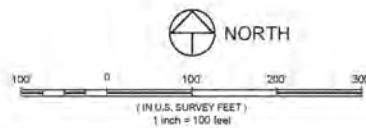
Date Denied: _____

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

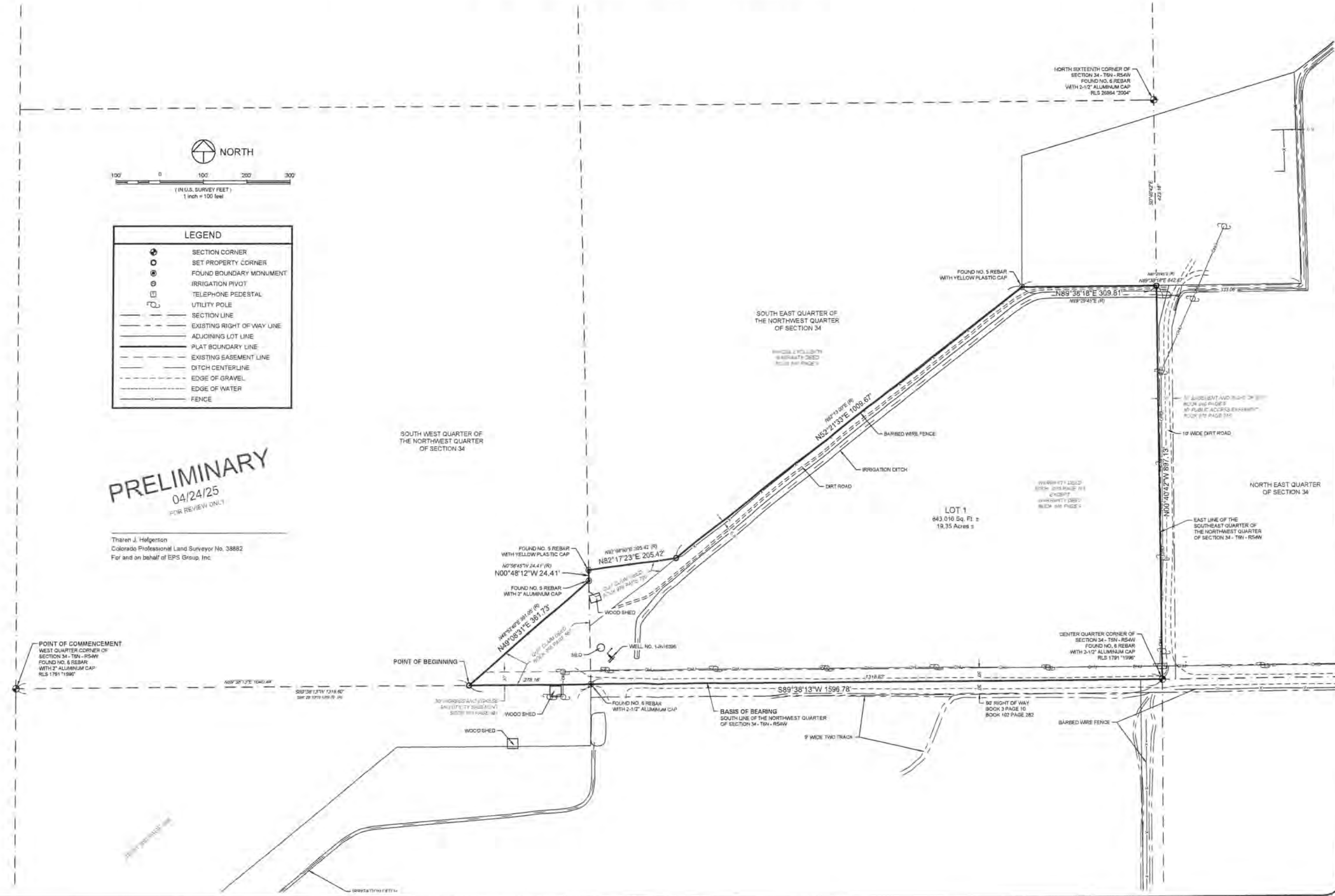
SUBDIVISION EXEMPTION PLAT OF
MERINO PLATTE RIVER RANCH
SITUATE IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 54 WEST OF THE 6TH P.M.
COUNTY OF LOGAN, STATE OF COLORADO



LEGEND	
	SECTION CORNER
	SET PROPERTY CORNER
	FOUND BOUNDARY MONUMENT
	IRRIGATION PIVOT
	TELEPHONE PEDESTAL
	UTILITY POLE
	SECTION LINE
	EXISTING RIGHT OF WAY LINE
	ADJOINING LOT LINE
	PLAT BOUNDARY LINE
	EXISTING EASEMENT LINE
	DITCH CENTERLINE
	EDGE OF GRAVEL
	EDGE OF WATER
	FENCE

PRELIMINARY
04/24/25
FOR REVIEW ONLY

Tharen J. Helgeson
Colorado Professional Land Surveyor No. 38882
For and on behalf of EPS Group, Inc.



NOTICE
According to Colorado law you must commence any legal action based upon any defect in this survey within the years stated below. In no event shall any action be commenced based upon any defect in this survey be commenced more than ten years after the date of the certificate shown hereon.

PROJECT:	DATE:	SECTION:
24-0783	04/24/25	34
CLIENT:	SCALE:	TOWNSHIP:
ETC CONTRACTORS - 100'		6 NORTH
DRAWN BY:	REVIEWED BY:	RANGE:
J. BUNNER	T. HELGESON	54 WEST OF 6TH PM

603.231.4154
helgeson@eps.com
ARIZONA | COLORADO

SUBDIVISION EXEMPTION PLAT OF
MERINO PLATTE RIVER RANCH
MERINO, LOGAN COUNTY, COLORADO

Sheet
2
Of 2 Sheets

\\Survey-Job00407330.dwg (Plat 24-0783) Subdivision Exemption.dwg

SUBDIVISION EXEMPTION PLAT OF
MERINO PLATTE RIVER RANCH
SITUATE IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 6 NORTH, RANGE 54 WEST OF THE 6TH P.M.
COUNTY OF LOGAN, STATE OF COLORADO

LEGAL DESCRIPTION

A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 34, Township 6 North, Range 54 West of the 6th P.M., Logan County, Colorado, said parcel being more particularly described as follows:

Considering the south line of said Northwest Quarter of Section 34, as bearing South 89° 38' 13" West (assumed bearing), monumented to the east by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS 1791 and monumented to the west by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS 1791 and with all bearings contained herein relative thereto:

COMMENCING at the West Quarter corner of said Section 34;

THENCE North 89° 38' 13" East, along said south line of the Northwest Quarter of Section 34, a distance of 1040.44 feet, to the POINT OF BEGINNING and being the southwest corner of a parcel described in a Quit Claim Deed recorded as Book 955 Page 567 with the Logan County Clerk and Recorder;

THENCE North 48° 08' 31" East, along the west line of said parcel, a distance of 361.73 feet, to a point on the west line of a parcel described in a Quit Claim Deed recorded as Book 976 Page 720 with the Logan County Clerk and Recorder;

THENCE North 00° 48' 12" West, along the west line of said parcel, a distance of 24.41 feet, to the northwest corner of said parcel;

THENCE North 82° 17' 23" East, along the north line of said parcel, a distance of 205.42 feet, to a point on the southeasterly line of a parcel described in a Quit Claim Deed recorded as Book 646 Page 9 with the Logan County Clerk and Recorder;

THENCE North 52° 21' 33" East, along said southeasterly line of said parcel, a distance of 1009.67 feet;

THENCE North 89° 38' 18" East, continuing along said southeasterly line of said parcel, a distance of 309.81 feet, to a point on the east line of said Southeast Quarter of the Northwest Quarter of Section 34;

THENCE South 00° 40' 42" East, along said east line of the Southeast Quarter of the Northwest Quarter of Section 34, a distance of 897.13 feet, to the Center Quarter corner of said Section 34;

THENCE South 89° 38' 13" West, along said south line of the Northwest Quarter of Section 34, a distance of 1596.78 feet, to the POINT OF BEGINNING

Containing 19.35 acres (843,616 square feet) more or less.

May be subject to easements, rights-of-way, covenants and restrictions of record.

CERTIFICATE OF DEDICATION:

I (We) _____ being the sole owner(s) in fee of the above described property do hereby divide the same as shown on the attached map:

OWNER:

BY _____

STATE OF COLORADO)

ss. _____

COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____, _____ of _____

Witness my hand and official seal

My commission expires _____

Notary Public

LEINHOLDER:

BY _____

STATE OF COLORADO)

ss. _____

COUNTY OF LOGAN)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by

_____, _____ of _____

Witness my hand and official seal

My commission expires _____

Notary Public

DIRECTOR PLANNING

This plat has been checked for conformance to Article 8 of the Logan County Subdivision Regulations and appears to comply with all the requirements. This _____ day of _____, 20____.

Director Planning

LOGAN COUNTY PLANNING COMMISSION

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.

this _____ day of _____, 20____.

Chairman-Logan County Planning Commission

BOARD OF COUNTY COMMISSIONER'S CERTIFICATE

This plat is accepted and approved for filing this _____ day of _____, 20____.

Chairman-Board of County Commissioners

Attest:

County Clerk and Recorder

By _____

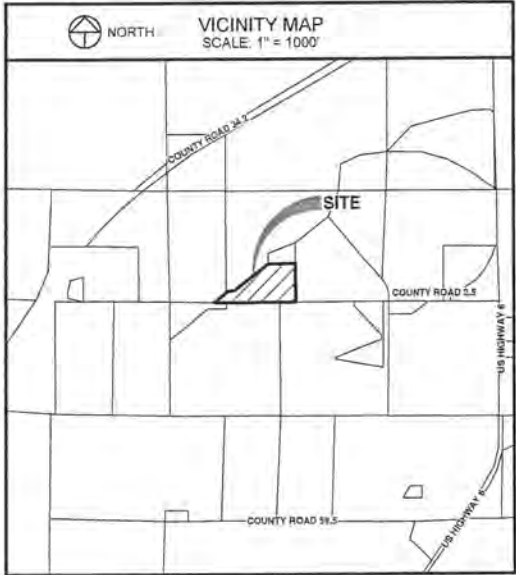
Date _____

ACCEPTANCE

I, _____ Clerk and Recorder at Logan County, hereby certify that the Board of County Commissioners of Logan County, Colorado on the _____ day of _____, 20____ 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



PLAT NOTE:

Logan County has adopted a Right to Farm and Ranch Policy, Resolution No. 99-50 Recorded September 21, 1999. In Book 925 at Page 430 of the Logan County Records. Please read it and be aware of its provisions.

SURVEYOR NOTES:

1. The lineal unit of measurement for this plat is U.S. Survey Feet.
2. Total Area is 19.35 acres (843,616 square feet) more or less.
3. The Basis of Bearings is the south line of said Northwest Quarter of Section 34, as bearing South 89° 38' 13" West (assumed bearing), monumented to the east by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS1791 and monumented to the west by a No. 6 rebar with a 2-1/2" aluminum cap, stamped RLS 1791, and with all bearings contained herein relative thereto.
4. For all information regarding easements, right-of-way or title of record, EPS Group Inc. relied upon Commitment No. D-9301-003591771, dated October 06, 2016, prepared by Stewart Title Guaranty Company.
5. Neither EPS Group Inc. nor the Professional Land Surveyor listed herein has the expertise to address mineral rights, and recommends the owner retain an expert to address these matters. EPS Group Inc. and the Professional Land Surveyor listed herein assumes no responsibility for the mineral rights upon the subject property.
6. A copy of the title commitment and the documents contained therein were provided to the owner, client and attorney listed herein for their use and review.
7. Not all documents listed in the title commitment are plottable or definable by their terms. All easements that are definable by their descriptions are shown herein with sufficient data to establish their position. Owner, Client and others should refer to the title commitment and these documents listed therein for a true understanding of all rights of way, easements, encumbrances, interests and title of record concerning the subject property.
8. For easements created by separate document and shown herein refer to record document for specific terms.
9. Easements and other record documents shown or noted herein were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
10. Adjacent property owner information per the Logan County Land Information Locator.
11. Per C.R.S. 38-51-105 (3)(a), (3)(b), (4)(b), (4)(c), & 5, the Developer/Owner of the subdivision plat has the requirement of providing monumentation of the interior corners created by this platting procedure within one year of the effective date of a sales contract. The Surveyor of record of said subdivision plat has only the required responsibility of providing for the on the ground monumentation of the external boundary of the subdivision plat.
12. The Professional opinion of the Surveyor is not a determination of law, nor a matter of fact.

SURVEYOR'S STATEMENT

I, Thairen J. Helgerson, a Colorado Registered Professional Land Surveyor do hereby certify that this Subdivision Exemption Plat was prepared from an actual survey under my personal supervision, that the monumentation as indicated herein were found or set as shown, and that the foregoing plat is an accurate representation thereof, all this to the best of my knowledge, information and belief.

PRELIMINARY
04/24/25
FOR REVIEW ONLY

Thairen J. Helgerson
Colorado Professional Land Surveyor No. 38862
For and on behalf of EPS Group, Inc.



SUBDIVISION EXEMPTION PLAT OF
MERINO PLATTE RIVER RANCH
MERINO, LOGAN COUNTY, COLORADO

Sheet
1
Of 2 Sheets

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

SECTION 34
TOWNSHIP 6 NORTH
RANGE 54 WEST OF 6TH PM

PROJECT 24-0718
DATE 04/24/25
CLIENT ETC CONTRACT #21 = 100'
SCALE
DRAWN BY J. BUNNER
REVIEWED BY T. HELGERSON

**RESOLUTION
NO. 2025-11**

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

**SUBDIVISION EXEMPTION FOR
ROBERT W. HEIST AND KATHY E. COOKSEY**

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, Robert W. Heist and Kathy E. Cooksey, have 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:

PROPERTY DESCRIPTION PARCEL 1

A parcel of land known as Parcel 1, containing 5 acres, more or less, in the Southwest Quarter of Section 9, Township 6 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing in the Southwest corner of Section 9, Township 6 North, Range 51 West, of the 6th Principal Meridian, in Logan County, Colorado, thence along the West Line of the Southwest Quarter of Section 9, North 02°09'56" West, a distance of 1350.89 feet, to the Point of Beginning;

Thence along the West Line of the Southwest Quarter of Section 9, North 02°09'56" West, a distance of 558.49 feet;

Thence departing said West Line, North 88°47'13" East, a distance of 390.00 feet;

Thence South 02°09'56" East, a distance of 558.49 feet;

Thence South 88°47'13" West, a distance of 390.00 feet, more or less, to the Point of Beginning.

The above described parcel contains 217,781 sq. ft. (5.00acres), more or less.

The West 30.00 feet of the above described parcel is subject to Logan County Road 53 Right of Way.

PROPERTY DESCRIPTION IRRIGATION EASEMENT

A irrigation easement, containing 0.336 acres, more or less, in the Northeast Quarter of the Southwest Quarter of Section 2, Township 9 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the South-West sixteenth corner of Section 2, Township 9 North, Range 53 West, of the 6th Principal Meridian, thence along the West Line of the Northeast Quarter of the Southwest Quarter of Section 2, North 00°48'56" West, a distance of 465.09 Feet, thence North 88°41'41" East, a distance of 702.30 feet, to the Point of Beginning;

Thence North 01°28'58" West, a distance of 52.98 feet;

Thence on the arc of a curve to the right, a radius of 956.00 feet, a central angle of 36°11'41", a distance of 603.92 feet, (a chord bearing North 49°18'09" West, a

distance of 593.93 feet);

Thence North 82°23'01" East, a distance of 27.35 feet;

Thence on the arc of a curve to the left, a radius of 931.00 feet, a central angle of 34°49'53", a distance of 565.98 feet, (a chord bearing South 49°17'40" East, a distance of 557.30 feet);

Thence South 01°28'58" East, a distance of 27.46 feet, more or less, to the Point of Beginning.

The above described parcel contains 14,624 sq. ft. (0.336 acres), more or less.

(As represented on official Subdivision Exemption Plat 2025-11); and

WHEREAS, Robert W. Heist and Kathy Cooksey, intend to create a parcel, consisting of 5.00 acres more or less, subdivided from a 419.00 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 June 13, 2025; and

WHEREAS, a public hearing was held by the Board of County Commissioners on June 17, 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 Robert W. Heist and Kathy E. Heist for a Subdivision Exemption for the creation of a 5.0 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Exemption Plat 2025-11, 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 17th day of June, 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 17th day of June, 2025.

County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION
PLAT APPROVAL**

Date: _____

Name of Subdivision Exemption (as listed on plat): _____

Applicant:

Name: Eric Smith Phone: (970) 768-0941

Address: 4296 CR. 53 Sterling Co. 80751

Email: Eric Smith0010@yahoo.com

Local Agent:

Name: Robert Heist & Kathy Cooksey Phone: (719) 688-3651

Address: _____

Owner of Record:

Name: _____ Phone: _____

Address: _____

Prospective Buyer:

Name: Eric Smith Phone: (970) 768-0941

Address: _____

Land Surveyor:

Name: Wildcat Surveying Phone: (308) 279-2072

Address: 307 Church Street, Harrisburg NE 68345

Attorney:

Name: _____ Phone: _____

Address: _____

Description of Property:

Subdivision Exemption Location: On the _____ side of _____

_____ Feet _____ of _____
Direction Street

Legal: 1/4 Section S.W. Section 9 Township 6N Range 51 W. 6th P.M

Total Acres 5.00 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: _____

Proposed Water and Sewer Facilities: _____

Proposed Public Access to Each New Parcel: _____

Reason for Request of this Exemption (May use additional pages): _____

List all Contiguous Parcels in the same Ownership:

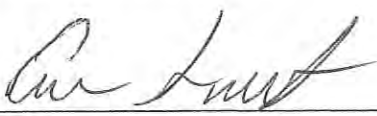
Section/ Township/ Range _____ Lot(s) _____

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 _____, hereby consent to the provisions of Article 8.2 A & B of the Logan County Subdivision Regulations.

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

Applicant Signature:  Date: 4/23/25

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: _____ Receipt #: _____

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: _____

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval:

Date Granted: _____

Date Denied: _____

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

SUBDIVISION EXEMPTION PLAT NUMBER _____

A PARCEL 1, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 6 NORTH, RANGE 51. WEST, OF THE 6TH P.M.
ALSO BEING IN LOGAN COUNTY COLORADO

Sheet Revisions

Date	Description	Initials
01-15-25	FIELD SURVEY	CJG
01-16-25	DRAFTED SURVEY	CJG



SUBDIVISION EXEMPTION PLAT

Plan Sheet

Project Number: 620-01-2025			
Project Location: CR 53 NORTH OF CR 10 (LOGAN COUNTY, COLORADO)			
Project Code	Last Mod. Date	Subset	Sheet No.
620	05-28-2025	2 of 2	2

SURVEY LEGEND

- INDICATES SET 1-5/16" ORANGE PLASTIC CAP & 5/8" REBAR, STAMPED "PLS 38287"
- INDICATES FOUND 1 1/4" YELLOW PLASTIC CAP STAMPED PLS 26964, ON 5/8" REBAR.
- INDICATES SET NAIL & 1" BRASS TAG AND NAIL IN ASPHALT STAMPED "PLS 38287"
- ◆ INDICATES FOUND SECTION CORNER AS DESCRIBED
- ◆ INDICATES FOUND QUARTER & SIXTEENTH CORNER AS DESCRIBED
- (M) INDICATES MEASURED DISTANCE BY WILDCAT SURVEYING
- (R) INDICATES RECORD DISTANCE FROM ORIGINAL RECORDS

C. GILBERT
○
PLS 38287

TYPICAL CAP SET 1-5/16"
ORANGE PLASTIC CAP
& 5/8" REBAR, STAMPED "PLS 38287"



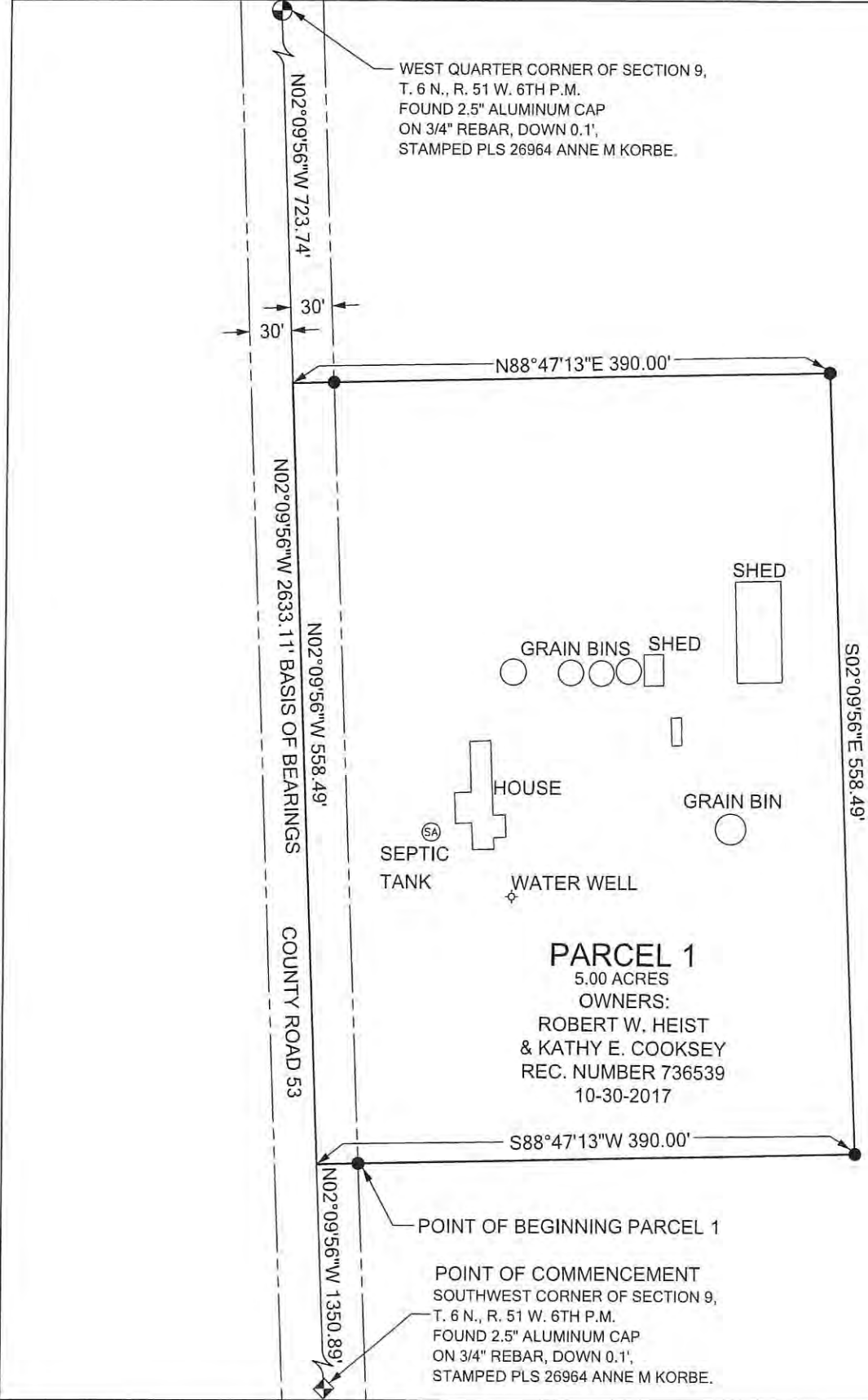
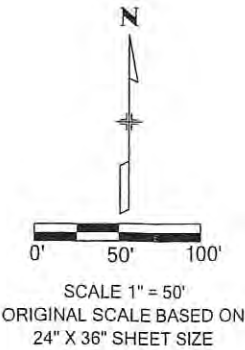
S.W. 1/4
SECTION 9
T. 6 N. R. 51 W.
6TH P.M.

OWNERS:
ROBERT W. HEIST
& KATHY E. COOKSEY
REC. NUMBER 736539
10-30-2017

PARCEL 1
5.00 ACRES
OWNERS:
ROBERT W. HEIST
& KATHY E. COOKSEY
REC. NUMBER 736539
10-30-2017

WEST QUARTER CORNER OF SECTION 9,
T. 6 N., R. 51 W. 6TH P.M.
FOUND 2.5" ALUMINUM CAP
ON 3/4" REBAR, DOWN 0.1',
STAMPED PLS 26964 ANNE M. KORBE.

POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 9,
T. 6 N., R. 51 W. 6TH P.M.
FOUND 2.5" ALUMINUM CAP
ON 3/4" REBAR, DOWN 0.1',
STAMPED PLS 26964 ANNE M. KORBE.



SUBDIVISION EXEMPTION PLAT NUMBER

A PARCEL 1, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 6 NORTH, RANGE 51. WEST, OF THE 6TH P.M.
ALSO BEING IN LOGAN COUNTY COLORADO

Sheet Revisions

Date	Description	Initials
01-15-25	FIELD SURVEY	CJG
01-16-25	DRAFTED SURVEY	CJG



SUBDIVISION EXEMPTION PLAT

Plan Sheet			
Project Number:		620-01-2025	
Project Location: CR 53 NORTH OF CR 10			
(LOGAN COUNTY, COLORADO)			
Project Code	Last Mod. Date	Subset	Sheet No.
620	05-28-2025	1 of 2	1

PROPERTY DESCRIPTION PARCEL 1

A PARCEL OF LAND KNOWN AS PARCEL 1, CONTAINING 5.00 ACRES, MORE OR LESS, IN THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 51 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 51 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN LOGAN COUNTY, COLORADO, THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, NORTH 02°09'56" WEST, A DISTANCE OF 1350.89 FEET, TO THE POINT OF BEGINNING;

THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 9, NORTH 02°09'56" WEST, A DISTANCE OF 558.49 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 88°47'13" EAST, A DISTANCE OF 390.00 FEET;

THENCE SOUTH 02°09'56" EAST, A DISTANCE OF 558.49 FEET;

THENCE SOUTH 88°47'13" WEST, A DISTANCE OF 390.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 217,781 SQ. FT. (5.00 ACRES), MORE OR LESS.

THE WEST 30.00 FEET OF THE ABOVE DESCRIBED PARCEL IS SUBJECT TO LOGAN COUNTY ROAD 53 RIGHT OF WAY.

SURVEY NOTES

- ONLY THE RECORD DOCUMENTS NOTED HEREON WERE PROVIDED TO OR DISCOVERED BY WILDCAT SURVEYING. NO ABSTRACT, CURRENT TITLE COMMITMENT OR OTHER RECORD TITLE DOCUMENTATION WAS PROVIDED TO WILDCAT SURVEYING IN THE CREATION OF THIS SURVEY.
- THIS SURVEY DOES NOT REFLECT A SEARCH OF UNDERGROUND UTILITIES AND IT DOES NOT DEPICT ANY UNDERGROUND UTILITIES OR SUBSURFACE CONFLICTS THAT MAY ARISE.
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS SURVEY, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH ARE VISIBLE AT THE TIME OF MAKING THIS SURVEY; BUILDING SETBACK LINES, RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 51 WEST, OF THE 6TH PRINCIPAL MERIDIAN, BEING A GRID BEARING OF NORTH 02°09'56" WEST, A DISTANCE OF 2633.11 FEET, AS OBTAINED FROM A GLOBAL POSITIONING SYSTEM (GPS) SURVEY BASED ON THE COLORADO HIGH ACCURACY REFERENCE NETWORK (CHARN). SAID GRID BEARING IS NAD 83 (2011) COLORADO STATE PLANE ZONE 501.
- ALL DIMENSIONS SHOWN HEREON ARE U.S. SURVEY FEET.
- 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 THE CERTIFICATION SHOWN HEREON.

RECORDER'S CERTIFICATE

I, _____, CLERK AND RECORDER OF LOGAN COUNTY, COLORADO, HEREBY CERTIFY THAT THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY COLORADO ON THE _____ DAY OF _____, 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

PROPERTY DESCRIPTION IRRIGATION EASEMENT

A IRRIGATION EASEMENT, CONTAINING 0.336 ACRES, MORE OR LESS, IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 53 WEST, OF THE 6TH PRINCIPAL MERIDIAN, IN LOGAN COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH - WEST SIXTEENTH CORNER OF SECTION 2, TOWNSHIP 9 NORTH, RANGE 53 WEST, OF THE 6TH PRINCIPAL MERIDIAN, THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2, NORTH 00°48'56" WEST, A DISTANCE OF 465.09 FEET, THENCE NORTH 88°41'41" EAST, A DISTANCE OF 702.30 FEET, TO THE POINT OF BEGINNING;

THENCE NORTH 01°28'58" WEST, A DISTANCE OF 52.98 FEET;
THENCE ON THE ARC OF A CURVE TO THE RIGHT, A RADIUS OF 956.00 FEET, A CENTRAL ANGLE OF 36°11'41", A DISTANCE OF 603.92 FEET, (A CHORD BEARING NORTH 49°18'09" WEST, A DISTANCE OF 593.93 FEET);
THENCE NORTH 82°23'01" EAST, A DISTANCE OF 27.35 FEET;
THENCE ON THE ARC OF A CURVE TO THE LEFT, A RADIUS OF 931.00 FEET, A CENTRAL ANGLE OF 34°49'53", A DISTANCE OF 565.98 FEET, (A CHORD BEARING SOUTH 49°17'40" EAST, A DISTANCE OF 557.30 FEET);
THENCE SOUTH 01°28'58" EAST, A DISTANCE OF 27.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 14,624 SQ. FT. (0.336 ACRES), MORE OR LESS.

OWNER'S CERTIFICATE

ROBERT W. HEIST AND KATHY E. COOKSEY, BEING THE OWNERS IN FEE OF THE ABOVE DESCRIBED PROPERTY (PARCEL 1), DO HEREBY DIVIDE THE SAME AS SHOWN ON THE ATTACHED MAP.

ROBERT W. HEIST

KATHY E. COOKSEY

STATE OF COLORADO)
)SS
COUNTY OF LOGAN)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,

BY ROBERT W. HEIST AND KATHY E. COOKSEY

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

WITNESS MY HAND & SEAL _____

SURVEYOR'S STATEMENT

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

I ATTEST THE ABOVE ON THIS 28TH DAY OF MAY 2025.

Carl John Gilbert

CARL JOHN GILBERT
COLORADO PROFESSIONAL LAND SURVEYOR NO. 38287
FOR AND ON BEHALF OF WILDCAT SURVEYING
307 CHURCH STREET
HARRISBURG, NE 69345
PHONE : 308-279-2072



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 THE REQUIREMENTS.

LOGAN COUNTY PLANNING COORDINATOR _____ DATED _____

CHAIRMAN - 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.

CHARIMAN -LOGAN COUNTY PLANNING COMMISSION _____ DATED _____

BOARD OF COUNTY COMMISSIONERS CERTIFICATE

THIS PLAT IS ACCEPTED AND APPROVED FOR FILING THIS _____ DAY OF _____, 2025.

CHARIMAN OF THE BOARD OF COMMISSIONERS _____ DATED _____

ATTEST:
COUNTY CLERK AND RECORDER

BY _____

DATE _____

DEDICATION STATEMENT

KNOW ALL MEN BY THESE PRESENTS: ROBERT W. HEIST, AND KATHY E. COOKSEY . BEING THE OWNER IN FEE OF THE LAND INCLUDED WITH IN THIS SUBDIVISION EXEMPTION SHOWN HEREON AS PARCEL 1, AND THAT I AM THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND AND I HEREBY SUBDIVIDE SAID THE DESCRIBED PROPERTY AS, SHOWN ON THE SAID SUBDIVISION EXEMPTION AND INCLUDED IN THE ABOVE DESCRIBED PREMISES:

IN WITNESS WHEREOF THIS DEDICATION IS EXECUTED THIS _____ DAY OF _____, 2025.

ROBERT W. HEIST

KATHY E. COOKSEY

STATE OF COLORADO)
)SS
COUNTY OF LOGAN)

THE FOREGOING CERTIFICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2025,

BY ROBERT W. HEIST AND KATHY E. COOKSEY

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____

WITNESS MY HAND & SEAL _____

PLAT NOTE

LOGAN COUNTY HAS ADOPTED A RIGHT TO FARM AND RANCH POLICY, RESOLUTION #99-50 RECORDED SEPTEMBER 21, 1999, IN BOOK 925, PAGE 430 OF THE LOGAN COUNTY RECORDS. PLEASE READ IT AND BE AWARE OF ITS PROVISIONS.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-102083-1
6/10/2025 4:11 PM
6/30/2025

Client:
Logan County, CO

Bill To:
LOGAN COUNTY, COLORADO

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Shaun Jernigan		shaun.jernigan@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -7,188.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving Provisioning Fee - Standard	Social Media Archiving Account Activation and Setup	USD 1,000.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Standard	Social Media Archiving Subscription - Unlimited Accounts & Up To 3.5k Records Per Month - Includes Risk Management Analytics (RMA) and Web Snapshots	USD 7,188.00

List Price - Initial Term Total	USD 8,188.00
Total Investment - Initial Term	USD 1,000.00
Annual Recurring Services (Subject to Uplift)	USD 7,188.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-102083-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)