



**AGENDA**  
**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, March 18, 2025 - 9:30 a.m.**

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

Approval of the Minutes of the March 4, 2025 meeting.

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

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

Acknowledge receipt of the Clerk and Recorder's Report for the month of February, 2025.

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

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

Consideration of the approval of an agreement between Logan County and Dave's Mowing and Maintenance for lawn mowing and maintenance at the Logan County Courthouse Square, Logan County Justice Center, Logan County Heritage Center and Sunset Memorial Gardens for the 2025 growing season with a two-year renewal option.

Consideration of the approval of an agreement between Logan County and TSM Farms and issuance of Right of Way Permit Number 2025-3 for use of the County Right of Way across County Road 50 for a 21" water pipeline.

Consideration of the approval of a Logan County Lodging Tax Board Project for the Colorado Flatlanders Annual Rod Run in the Park in the amount of \$3,500.

Consideration of the approval of a Contract for Service by and between the Clerk & Recorder of the County of Logan, State of Colorado and KP, LLC dba KP Elections Services for preparation and printing of election materials including ballots, envelopes, insertion and mailing for the 2025 elections to be held in Logan County.

Consideration of the approval of Resolution 2025-7 cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments.

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

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

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

March 4, 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	Chairman
James T. Yahn	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Alan Samber	Logan County Attorney
Pamela Bacon	Logan County Clerk & Recorder
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Coordinator
Rob Quint	Planning and Zoning
Rick Cullip	Logan County Buildings and Grounds
Mike Burri	Logan County Road and Bridge
Lonnie Brungardt	Buffalo Public School Foundation
Charlotte Zwegardt	Sub Exemption
Paul Schrade	Sub Exemption
Dave Hutt	
Jeff Rice	Journal Advocate

Chairman Brownell called the meeting to order at 9:30 a.m. and opened the meeting with the Pledge of Allegiance.

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

The Board continued with the Consent Agenda items:

- Approval of the Minutes of February 18, 2025.

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

Chairman Brownell continued with Unfinished Business:

Commissioner Yahn moved to award the proposal regarding the Lawn Mowing/Maintenance Service to Dave's Mowing Service. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

The board opened a public hearing to consider the approval of an application submitted by the Buffalo Public Schools Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on March 29, 2025. Commissioner Brownell, hearing no public comment closed the public comment portion of the meeting.

- Lonnie Brungardt addressed the board regarding the Buffalo Public School Foundation event. Commissioner Sonnenberg moved to approve the application submitted by Buffalo Public Schools Foundation for a Special Events Liquor License for an event to be held at the Logan County Fairgrounds on March 29, 2025. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for production of a Professional Bull Riding event on Tuesday, July 29, at the 2025 Logan County Fair. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve a contract between Logan County and Tallgrass Energy and issuance of Right of Way Permit Number 2025-2 for use of the County Right of Way under County Road 45 for an electric line. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve a five-year extension rider to the Lease Agreement between Logan County and the State of Colorado Board of Land Commissioners for lease of state land in Sec. 11, T7N, R51W of the 6<sup>th</sup> PM for the purpose of operating the county-operated non-profit television translator tower and facilities. Commissioner Sonnenberg seconded, and the motion carried 3-0.

Commissioner Sonnenberg moved to approve a third amendment to the voting system and managed services agreement by and between Logan County and Dominion Voting Systems, Inc. to add a ballot on demand printer for the Logan County Clerk's Office. Commissioner Yahn seconded, and the motion carried 3-0.

**Other Business**

**Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, March 18, 2025, at 9:30 a.m. at the Logan County Courthouse.

Charlotte Swaggart addressed the board regarding a letter she received in the mail regarding a subdivision exemption that was supposed to be discussed at the meeting, and she had questions.

Chairman Brownell recessed the meeting to consult with Planning and Zoning.

There being no further business to come before the Board, the meeting adjourned, at 9:50 a.m.

Submitted by:

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

Approved: March 18, 2025

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

(seal)

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

Attest:

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

CIVIL PAYMENTS						
Feb-25						
Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
2/7/2025	1174	5560	2025-074	\$ 40.00	\$ 15.00	\$ 25.00
2/11/2025	1176	47709	2025-079	\$ 35.00	\$ 15.00	\$ 20.00
2/11/2025	1177	112965	2025-070/071	\$ 80.00	\$ 15.00	\$ 65.00
2/12/2025	1178	2457	2025-069	\$ 45.00	\$ 15.00	\$ 30.00
2/12/2025	1179	18149	2025-077	\$ 35.00	\$ 10.00	\$ 25.00
2/18/2025	1181	793836	2025-098	\$ 40.00	\$ 15.00	\$ 25.00
2/18/2025	1181	793324	2025-099	\$ 40.00	\$ 15.00	\$ 25.00
2/20/2025	1182	38309	2025-101	\$ 40.00	\$ 15.00	\$ 25.00
2/25/2025	1183	709437	2025-118	\$ 40.00	\$ 15.00	\$ 25.00
2/26/2025	1184	709438	2025-127	\$ 40.00	\$ 15.00	\$ 25.00
2/26/2025	1185	42336	2025-126	\$ 50.00	\$ 25.00	\$ 25.00
2/28/2025	1187	18339	2025-081	\$ 43.00	\$ 15.00	\$ 28.00
Total Owed to County						\$ 343.00

CIVIL PAYMENTS CREDIT CARDS						
Feb-25						
Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County	
2/10/2025	1175	2025-066	\$ 40.00	\$ 15.00	\$ 25.00	
2/14/2025	1180	2025-094	\$ 48.00	\$ 20.00	\$ 28.00	
2/3/2025		2025-065	\$ 40.00		\$ 40.00	
2/3/2025		2025-059	\$ 54.00		\$ 54.00	
2/5/2025		2025-068	\$ 40.00		\$ 40.00	
2/11/2025		2025-085	\$ 65.00		\$ 65.00	
2/13/2025		2025-086	\$ 40.00		\$ 40.00	
2/13/2025		2025-091	\$ 40.00		\$ 40.00	
2/13/2025		2025-089/090	\$ 50.00		\$ 50.00	
2/14/2025		2025-087	\$ 40.00		\$ 40.00	
2/18/2025		2025-096/097	\$ 50.00		\$ 50.00	
2/18/2025		2025-095	\$ 40.00		\$ 40.00	
2/18/2025		2025-023	\$ 40.00		\$ 40.00	
2/19/2025		2025-103	\$ 45.00		\$ 45.00	
2/19/2025		2025-105/108	\$ 20.00		\$ 20.00	
2/24/2025		2025-111	\$ 40.00		\$ 40.00	
2/25/2025		2025-113	\$ 40.00		\$ 40.00	
2/25/2025		2025-110	\$ 51.00		\$ 51.00	
2/25/2024		2025-123	\$ 40.00		\$ 40.00	
2/25/2024		2025-122	\$ 40.00		\$ 40.00	
2/25/2025		2025-093	\$ 40.00		\$ 40.00	
2/26/2025		2025-125	\$ 40.00		\$ 40.00	
2/28/2025		2025-136	\$ 40.00		\$ 40.00	
2/28/2025		2025-135	\$ 40.00		\$ 40.00	
2/28/2025		2025-137	\$ 85.00		\$ 85.00	
2/28/2025		2025-138	\$ 85.00		\$ 85.00	
2/28/2025		2025-139	\$ 48.00		\$ 48.00	
2/28/2025	1186	2025-128/129	\$ 40.00	\$ 5.00	\$ 35.00	
Total Owed to County						\$1,241.00

NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/RE						
Feb-25						
Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County	
2/6/2025			\$ 10.00		\$ 10.00	
2/12/2025			\$ 135.00		\$ 135.00	
2/10/2025			\$ 15.00		\$ 15.00	
2/12/2025			\$ 15.00		\$ 15.00	
2/13/2025			\$ 15.00		\$ 15.00	
2/20/2025			\$ 15.00		\$ 15.00	
2/13/2025			\$ 53.00		\$ 53.00	
2/6/2025			\$ 53.00		\$ 53.00	
Total Owed to County						\$ 311.00

CHP CREDIT CARDS			
Feb-25			
Date		Amount	Amount Owed to County
2/11/2025		\$ 152.50	\$ 152.50
2/12/2025		\$ 63.00	\$ 63.00
2/14/2025		\$ 63.00	\$ 63.00
2/18/2025		\$ 152.50	\$ 152.50
2/21/2025		\$ 126.00	\$ 126.00
2/21/2025		\$ 63.00	\$ 63.00
2/24/2025		\$ 63.00	\$ 63.00
2/24/2025		\$ 63.00	\$ 63.00
Total Owed to County			\$ 746.00

CIVIL CHECKS \$ 343.00  
 CIVIL CREDIT CARDS \$ 1,241.00  
 RECORDS/VIN/FINGERPRINTS CREDIT CARDS \$ 311.00  
 CHP CREDIT CARDS \$ 746.00  
**TOTAL PAID TO GENERAL FUND \$ 2,641.00** check # 1189  
 DEPOSIT TAKEN TO BANK OF COLORADO \$ 528.00

Correct Copy

LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR FEBRUARY 2025		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.30	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.30	\$0.00
City of Sterling Packers	SF	309.32	@ \$26.30	\$8,135.12
City of Sterling Dump Trucks	CL	52.17	@ \$26.30	\$1,372.07
General Public	A,CDBD,G,Y	8.48	@ \$26.30	\$223.02
Commerial (Packers & Roll Offs)	C	605.87	@ \$26.30	\$15,934.38
>5 Tons on Free Certificates	XTON		@ \$26.30	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$39.30	\$0.00
Industrial Waste	All other ID	294.41	@ \$39.30	\$11,570.31
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	29.76	@ \$49.47	\$1,472.23
Industrial Waste Out of County	IDOC	15.22	@ \$75.47	\$1,148.65
Rural Free Certificates	NC	56.98	NC	
All County Vehicles	NCC	0.60	NC	
No Charge Tire Weight	NCTW	1.46	NC	
<b>TOTAL TONS</b>		<b>1374.27</b>		
<b>\$15.00 MINIMUM DIFFERENTIAL</b>				<b>\$586.79</b>
<b>\$30.00 MINIMUM DIFFERENTIAL</b>				<b>\$19.24</b>
E-Waste Recycling		594 items		\$29.00
E-Waste Recycling	NCEW	5 items	NC	
Recycled E-Waste (Landfill)	REW		NC	
Outgoing Recycled Tires/Metal	RT/RM	4.63	NC	
R & B Illegally Disposed Tires & Matts	RBT		NC	
Car Tires (CHG)		111	@ \$5.00	\$555.00
Truck Tires (CHG)		11	@ \$8.00	\$88.00
Tractor Tires (CHG)		1	@ \$12.00	\$12.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		1	@ \$5.00	\$5.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH		@ \$15.00	\$0.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles		516		
<b>TOTAL OC &amp; IDOC</b>				<b>\$2,640.12</b>
<b>TOTAL IN COUNTY</b>				<b>\$38,510.70</b>
<b>GRAND TOTAL</b>				<b>\$41,150.82</b>

SIGNED BY: Kelley Bennett (PF 3-7-2025)  
DATE: 3/1/2025

## LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Feb-25	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	147.62	448.50	\$4,503.19
CHARGE	865.16	1762.26	\$27,100.42
CITY OF STERLING	361.49	722.98	\$9,547.21
<b>TOTALS</b>	<b>1374.27</b>	<b>\$2,933.74</b>	<b>\$41,150.82</b>

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	4.63
<b>SHIPPED OFF TOTALS</b>	<b>4.63</b>

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

SIGNED BY: *Kerry Berry*  
 DATE: 03/01/2025

SIGNED BY: *Kerry Berry*  
 DATE: 03/01/2025

## Clerk Fees Collected 2025

February

<u>County Fees Retained</u>	<u>2024</u>	<u>2025</u>	
Recording Fees Retained	8,966.60	8,605.06	
Motor Vehicle Fees Retained	314,723.00	323,043.49	
Total \$	323,689.60	\$ 331,648.55	\$7,958.95
<u>Fees &amp; Taxes Distributed</u>			
State of Colorado	259,965.50	292,935.74	
City of Sterling	31,742.41	39,912.97	
Town of Fleming	386.76	1,215.72	
Town of Crook	-	1,248.32	
Total \$	292,094.67	\$ 335,312.75	\$43,218.08
Fees Retained Year to Date		\$656,747.40	

**LOGAN COUNTY TREASURER'S MONTHLY REPORT  
REPORT OF COUNTY FUNDS ONLY  
FEBRUARY 2025**

COUNTY FUNDS	1/31/25 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	2/28/25 BALANCE
COUNTY GENERAL	\$ 7,074,436.99	\$ 1,397,774.64	\$ 71,303.45	\$ 216,573.32	\$ -	\$ (966,501.50)	\$ (30,215.21)	\$ 7,763,371.69
ROAD & BRIDGE	\$ 4,282,800.22	\$ 101,937.27	\$ 6,038.06	\$ 454,520.47	\$ -	\$ (358,026.98)	\$ (7,467.55)	\$ 4,479,801.49
CONTINGENT	\$ 857,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,999.55
CAPITAL EXPENDITURES	\$ 433,363.46	\$ 73,978.64	\$ 3,773.67	\$ 225,181.01	\$ -	\$ (22,259.00)	\$ (1,479.57)	\$ 712,558.21
								\$ -
TELEVISION FUND	\$ 63,185.52	\$ 11,836.51	\$ 603.81	\$ -	\$ -	\$ (2,987.10)	\$ (236.73)	\$ 72,402.01
PEST CONTROL	\$ 308,757.43	\$ 34,244.50	\$ 1,189.59	\$ 4,238.42	\$ -	\$ (49,371.76)	\$ (684.89)	\$ 298,373.29
LODGING TAX	\$ 226,809.94	\$ -	\$ -	\$ 18,072.27	\$ -	\$ (1,677.03)	\$ -	\$ 243,205.18
SOLID WASTE	\$ 3,240,824.42	\$ 29,591.49	\$ 1,551.75	\$ 40,698.56	\$ -	\$ (54,722.46)	\$ (591.82)	\$ 3,257,351.94
SOLID WASTE CLOSURE	\$ 874,330.61	\$ -	\$ -	\$ 3,338.34	\$ -	\$ -	\$ -	\$ 877,668.95
CONSERVATION TRUST	\$ 312,964.32	\$ -	\$ -	\$ 131.29	\$ -	\$ -	\$ -	\$ 313,095.61
FAIR FUND	\$ 304,739.59	\$ -	\$ -	\$ 71,630.00	\$ -	\$ (6,287.73)	\$ -	\$ 370,081.86
CAPITAL IMPROVEMENT	\$ 3,836,723.89	\$ -	\$ -	\$ 220,009.16	\$ -	\$ (50,915.85)	\$ (4,368.93)	\$ 4,001,448.27
AMBULANCE FUND	\$ 195,215.66	\$ -	\$ -	\$ 66,124.06	\$ -	\$ (57,647.27)	\$ -	\$ 203,692.45
% TAX COLLECTED TO DATE								21.83%
<b>TOTALS</b>	<b>\$ 22,012,151.60</b>	<b>\$ 1,649,363.05</b>	<b>\$ 84,460.33</b>	<b>\$ 1,320,516.90</b>	<b>\$ -</b>	<b>\$ (1,570,396.68)</b>	<b>\$ (45,044.70)</b>	<b>\$ 23,451,050.50</b>

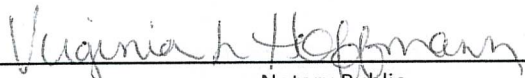
STATE OF COLORADO )  
 : ss.  
COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 4,605,629.50 for the month of FEBRUARY 2025 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of FEBRUARY 2025 is \$68,186.50 which includes fees for the County and all taxing authorities.

  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 5th day of MARCH 2025, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

My Commission expires: September 19, 2027

  
Notary Public

VIRGINIA L HOFFMANN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19914013081  
MY COMMISSION EXPIRES SEPTEMBER, 19, 2027







LOGAN COUNTY, COLORADO  
REQUEST FOR PROPOSALS LAWN MOWING AND MAINTENANCE

**LAWN MOWING/MAINTENANCE SERVICE  
REQUEST FOR PROPOSALS**

Logan County, Colorado, is seeking proposals for lawn mowing and lawn maintenance at the following sites: Courthouse Square, 315 Main Street; Justice Center, 110 Riverview Road; Heritage Center, 831 N. Division Avenue and the Sunset Memorial Gardens Cemetery, 16339 County Road 41, Sterling, Colorado. Interested persons who have demonstrated an ability to provide similar services at comparable facilities are invited to submit proposals for any or all of the above facilities.

Specifications are available in the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751 or by calling 970-522-0888, Ext. 221.

Sealed proposals marked "Lawn Maintenance Proposal" will be accepted at the office of the Logan County Commissioners, until 5:00 p.m., February 14, 2025. Proposals received after this time will not be considered. Proposals should list all equipment and materials to be used at each site.

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**



**LOGAN COUNTY, COLORADO  
REQUEST FOR PROPOSALS LAWN MOWING AND MAINTENANCE**

Logan County, Colorado, is seeking proposals for lawn mowing and lawn maintenance at the following sites: Courthouse Square, 315 Main Street; Justice Center, 110 Riverview Road; and Logan County Heritage Center, 831 N. Division Avenue. A separate proposal may be submitted for mowing of the Sunset Memorial Gardens Cemetery. Interested firms or persons who have demonstrated an ability to provide similar services at comparable facilities are invited to submit proposals for any or all of the above facilities.

**Scope of Services**

Services for each of the above sites shall be in accordance with the following Scope of Services:

1. Mowing - All lawn areas must be mowed every seven (7) days during the growing season (April - October). Grass shall be cut to a length as recommended by Colorado State University Cooperative Extension Service, but no shorter than 1 1/2 inches nor longer than three (3) inches. Mower blades shall be kept sharp to prevent shredded grass tips that turn brown. There are to be no visible clippings after mowing and all grass must be removed by the contractor. Sidewalks and hard surfaces shall be swept or blown clean after each mowing, and all mowing debris and dead growth shall be removed from the site.

2. Trimming/Edging - Trimming shall be done along all walkways and hard surfaces, around trees, and any other areas every seven (7) days where necessary to maintain neat and trim appearance. Edging shall be performed 2 times during the growing season, as needed. Thatch over 1/2 inch in depth shall be removed from all turf areas once each fall.

The contractor shall provide at the contractor's sole cost all labor, equipment, and supplies required, including but not limited to mowers, trimmers, gasoline, waste disposal and transportation.

The contractor shall be flexible to work around community events that may be scheduled for the Courthouse lawn.

The contractor shall notify the County concerning problems with sprinklers or other issues with the grounds which need repair.

**Sunset Memorial Gardens Cemetery**

16339 County Road 41, Sterling, Colorado. Mowing of Sunset Memorial Gardens Cemetery, Entrance and Occupied (Buffalo Grass) areas of cemetery as needed due to moisture, April - September, estimated ten (10) times during the growing season, with special attention paid to timely mowing before Memorial Day weather permitting. Mowing unoccupied area (property perimeter) as needed due to moisture received, an estimated 7-10 times during the growing season.

**County Option to Reject All Proposals**

Logan County reserves the right to accept or reject any and all proposals and select the proposal which, in the judgment of the Board of County Commissioners, offers the best quality and best

satisfies the County's requirements. Logan County may elect where applicable, to award proposals on an individual site basis or on a combined site basis, whichever is most beneficial to Logan County.

### **Term of Contract**

The term of the contract shall be for the duration of the annual growing season, which may consist of a period of approximately 7 months (commencing April 1, 2025, or as soon thereafter as lawn growth begins, through the end of the growing season, which in any case will occur no later than October 31, 2025) and shall contain a two-year renewal option for the 2026 and 2027 growing seasons which may be exercised by the parties upon mutual agreement prior to expiration of the initial contract term. Any contract may be canceled or terminated at any time by the County without cause, upon providing at least 30 days written notice to the contractor. The contract may otherwise be terminated for cause, including, without limitation, the failure of the Board of County Commissioners to appropriate funding for the contract for any subsequent fiscal year.

### **Payment Date and Right of Set-off**

Payment for services performed shall be made in equal installments on or before the 10<sup>th</sup> day of the month for services performed in the prior month. Logan County reserves the right to set-off and deduct from the monthly payment otherwise due the following sums for any instances of the contractor's failure to timely perform the services described in the Scope of Services:

For any week where grass is not mowed or edges trimmed at any site, the sum of \$100 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

For any week where sidewalks, concrete or other hard surface areas are not swept and cleaned after mowing/trimming at any site, the sum of \$50 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

### **Insurance Requirements**

Contractor shall procure and maintain during the duration of the contract, at contractor's sole cost, insurance policies with minimum limits not less than: (1) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability of \$500,000 combined single limit per accident for bodily injury and property damage; and (3) Workers Compensation coverage as required by the laws of the State of Colorado. Logan County **must be listed as an additional insured** on such policies and **contractor shall provide to County an acceptable Certificate of Insurance prior to the commencement of any services.**

The Contractor shall agree to hold harmless and indemnify Logan County against any and all claims, suits, damages, costs or legal expense as a result of bodily injury or property damage resulting from the negligence of the contractor. All policies of insurance carried by the contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which may be otherwise carried by Logan County.

**Submission of Proposals**

Sealed proposals marked "Lawn Maintenance Proposal" will be accepted at the office of the Logan County Commissioners, 315 Main Street, Sterling, Colorado 80751, until 5:00 p.m., February 14, 2025. **Proposals received after this time will not be considered.** Proposals should list all equipment and materials to be used at each site.

Payment Date and Right of Set-off

Payment for services performed shall be made to the contractor on or before the 10<sup>th</sup> day of the month following the month in which the services were performed. Payment shall be made to the contractor on or before the 10<sup>th</sup> day of the month following the month in which the services were performed. Payment shall be made to the contractor on or before the 10<sup>th</sup> day of the month following the month in which the services were performed. Payment shall be made to the contractor on or before the 10<sup>th</sup> day of the month following the month in which the services were performed.

For any week where grass is not mowed or edges trimmed at any site, the sum of \$100 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

For any week where sidewalks, concrete or other hard surface areas are not swept and cleaned after mowing/trimming at any site, the sum of \$50 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

Insurance Requirements

Contractor shall procure and maintain during the duration of the contract, at contractor's sole cost, liability insurance policies with minimum limits not less than: (1) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability of \$500,000 combined single limit per accident for bodily injury and property damage; and (3) Workers Compensation coverage as required by the laws of the State of Colorado. Logan County must be listed as an additional insured on such policies and contractor shall provide to County an acceptable Certificate of Insurance prior to the commencement of any services.

The Contractor shall agree to hold harmless and indemnify Logan County against any and all claims, damages, costs or legal expenses as a result of bodily injury or property damage resulting from the negligence of the contractor. All policies of insurance carried by the contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which may be otherwise carried by Logan County.

## Daves Mowing & Maintenance

David K. Hutt  
13701 Sunny Knolls Ln.  
Sterling , Co.

Logan County Lawn Mowing & Maintenance Proposal  
Logan County Courthouse  
Logan County Justice Center  
Heritage Center

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Services included ;

Lawn Mowing on a weekly or by-weekly basis spanning from April thru October. We have cleaned up leaves as late as Thanksgiving on a weekly or by-weekly schedule or as requested by the customer. The mowing height is as recommended by Colorado State University Cooperative Extension Dept. In the spring during cooler temperatures we mow at 2" to 2 ½" tall and during the heat of the summer we mow as high as 3". We train our lawns up in height at a slow rate so it doesn't lay down and it gains rigidity. Trimming as needed as to not stress the lawn. Trimming along the sidewalks is not recommended due to the stress it will cause to the lawn and it will promote weed growth. The height of the lawn along the edges is needed due to the heat off the sidewalks. Grass Clippings are picked up and removed. We may mulch clippings if the finish appearance is acceptable. All lawn debris are blown off sidewalks as needed.

In the event that the properties can't be done on the scheduled day due to inclement weather we move them to the following day.

We have been edging sidewalks in the spring. Edging can be done for special events such as the parade , sugar beet days and any events if requested. We edge in the fall during the last mowing for a better winter time appearance if requested.

Cost Per Weekly Mowing: Logan County Courthouse \$ 300.00  
 Logan County Justice Center \$ 75.00  
 Logan County Heritage Center \$ 75.00  
 Total Weekly Fee \$ 450.00

**This is for the 2025 , 2026 , 2027 Mowing Season.**

**Payment for services performed shall be made as per invoice on or before the 10<sup>th</sup> day of each month for services performed the prior month.**

**Additionally the Courthouse Sidewalks will be edged 3 times a season at \$200.00 per edging**

**The curbing around the Courthouse block will be edged once a season at \$150.00 per edging**

I would request that any mowing that needs to be done for a special event that I am notified 10 days in advance.

Spring cleanup start at or around Mar. 15<sup>th</sup> if weather will allow it. Lawns cleanup and cut better in the early spring when its dry. Shortmow which is similar to power raking but is healthier for the lawn. This process leaves approximately a 1/2" of thatch for root protection. After short mowing some lawns don't need mowing again till the last week of April depending on watering , fertilizing , or spring rains. This is good for the lawns and is cost effective. Shortmowing is an option to the county as for all of the lawns or selected ones.

**Shortmowing is an option each spring**

**Cost for Shortmowing: County Courthouse \$400.00**  
**Justice Center \$ 90.00**  
**Heritage Center \$ 95.00**  
**Total \$ 565.00**

**Edging Sidewalks per cut**

**Courthouse \$200.00**

**Justice Center \$50.00**

**Heritage Center \$60.00**

Equipment to each job sight 2- Walker mowers

2- Stihl string trimmers

1 ton dump truck 1 enclosed equipment trailer

We have been performing lawn maintenance in Sterling for 30 years.

We mow properties as large as Sterling Housing Authority and as small as Chamber of Commerce.

We are family owned and operated and treat all properties as if they are our own. Our present Customers know that we are on call at almost any time of the day or night.

Proof of insurance and fed. I D # can be presented at request.

Thank you very much for the opportunity to provide your lawn services

Dated-2-4-2025

A copy of this Proposal was issued to the Logan County Commissioners for consideration on 2-4-2025

County Commissioner

 David K. Hutt

**Dave's Mowing & Maintenance**

**13701 Sunny Knolls Ln.**

**Sterling, Co. 80751**

Home/Office / Cell 520-0682

E-Mail-davesmowing1995@yahoo.com

**David K. Hutt**

Page 3 of 3

**DAVE'S MOWING & MAINTENANCE**  
13701 SUNNY KNOLLS LANE  
STERLING , CO.  
80751

OFFICE & CELL 970-520-0682  
[Davesmowing1995@yahoo.com](mailto:Davesmowing1995@yahoo.com)

February 4 2025

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## Sunset Memorial Gardens

### Lawn Mowing Estimate

Sterling , Co.

#### Mowing Proposal

This proposal is for the cost of mowing operations at Sunset Memorial Gardens if the mowing is performed by Dave's Mowing & Maintenance ONLY

This is on an as needed mowing proposal.

Mowing of the entry and OCCUPIED ( Buffalo Grass ) areas of the cemetery

Mowing as needed due to moisture.

This is from April thru September

This is estimating mowing 10 times minimum and NO MAXIMUM TIMES ( estimate ) per season

In the present condition of Sunset Memorial Gardens

At a cost of Approximately \$ 5500.00 per mowing season

\$1000.00 a month May, June, July , August , September and \$500.00 for October

Mowing of the unoccupied areas ( Property Perimeter )

This is more subject to how much rain fall

This is estimating mowing 7 to 10 times

At a cost of \$1000.00 per mowing season

Mowing of the Sunset Memorial Gardens complete property \$6500.00 per season / 5 months + October

\$1200.00 Per month May thru Sept + \$500.00 Oct

This proposal is with conjunction of the Logan County lawn Mowing Proposal

References upon request

We have been Mowing lawns and lots in Sterling since 1995

Liability Insurance & Fed I. D . will be presented on approval of proposal

Thank you for your consideration

Sincerely ,

Dave's Mowing & Maintenance

David K. Hutt



## **AGREEMENT FOR LAWN MOWING AND LAWN MAINTENANCE**

THIS AGREEMENT is made this 18th day of March, 2025, by and between the Logan County Board of County Commissioners, whose address is Logan County Courthouse, 315 Main, Sterling, Colorado 80751, hereinafter the “County,” and Dave’s Mowing and Maintenance, whose address is 13701 Sunny Knolls Lane, Sterling, Colorado 80751, hereinafter the “Contractor.”

WHEREAS, the County has prepared a Request For Proposals for lawn mowing and lawn maintenance for the Courthouse Square, located at 315 Main St.; the Logan County Justice Center, located at 110 Riverview Road; the Logan County Heritage Center, located at 821 N. Division Avenue; and Sunset Memorial Gardens, located at 16399 County Road 41, all in Sterling, Colorado; and

WHEREAS, the Contractor has bid the sum of \$450.00 per week to perform the services described in the Request For Proposals, more particularly: Justice Center - \$75.00 per week; Courthouse Square - \$300.00 per week; and Logan County Heritage Center - \$75.00 per week; and

WHEREAS, the Contractor has bid the sum of \$5,500.00 per season to perform services described in the Request For Proposals for Sunset Memorial Gardens, more particularly: (1) (entry area and occupied areas) - \$1000.00 per month for May, June, July, August, and September and \$500.00 for the month for October; including a minimum of at least ten (10) mows, as needed and depending on rainfall and (2) (unoccupied property perimeter) - \$1,000 per mowing season, estimated mowing to occur 7 to 10 times per season but will consist of additional mowing as needed, depending on rainfall; and

WHEREAS, the Contractor has appropriate equipment, supplies and staff to perform the services described in the Request For Proposals; and

WHEREAS, the County desires to acquire the Contractor’s services for the term of this Agreement, and the Contractor offers to provide such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations set forth herein, the parties hereto mutually agree as follows:

1. **Form of Agreement.** The agreement, terms and conditions constituting the contract between the parties consists of this Agreement for Lawn Mowing and Lawn Maintenance, which is intended to become the complete agreement between the parties. No prior or other agreements or understandings shall be valid or enforceable, nor shall the written agreements be modified or altered, unless in a writing signed by both parties.

2. **Engagement and Duties.** During the term of this Agreement the County engages the Contractor to perform the services and specifications described below and the Contractor hereby

agrees to serve the County in the performance of the services as an independent contractor. It is expressly understood that the Contractor and its officers, agents and employees are not employees of Logan County but are independent contractor(s) and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or associate of the County. Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required benefits. Contractor shall be solely responsible and save the County harmless from all matters relating to the payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor shall provide all personnel, supplies and equipment required to perform complete mowing and maintenance of lawns located at:

I. The Courthouse Square, the Logan County Justice Center, and the Logan County Heritage Center, described as follows:

a. **Mowing** - All lawn areas must be mowed every seven (7) days during the growing season (April-October). In the event that the mowing cannot be done on the scheduled day due to inclement weather, mowing will move to the following day. If mowing to coincide with special events is desired, the County shall provide the Contractor at least ten (10) days advance notice of the date of the special event and the Contractor shall be flexible to work around community events that may be scheduled for the Courthouse lawn. Grass shall be cut to a length as recommended by Colorado State University Cooperative Extension Service, but no shorter than 2 inches nor longer than 3 inches. Mower blades shall be kept sharp to prevent shredded grass tips that turn brown. There are to be no visible clippings after mowing and all grass must be bagged and removed by the contractor. Sidewalks and hard surfaces shall be swept or blown clean as needed after each mowing, and all mowing debris and dead growth shall be removed from the site.

b. **Trimming** – Trimming will occur as needed to preserve the health of the lawn areas.

c. **Edging** – Edging is not included in the monthly services. At its option, the County may separately purchase edging. If requested, the Courthouse sidewalks will be edged three (3) times each season at a price of \$200.00 per edging. If requested, the curbing around the Courthouse block will be edged one (1) time each season at a price of \$150.00 per edging.

II. The Sunset Memorial Gardens cemetery, described as follows:

**Mowing** – Mowing of the entry and occupied (Buffalo grass) areas of the cemetery, to be performed as needed and depending on rainfall from April through September but in any event to consist of at least ten (10) separate mowings with additional mowings provided as needed, depending on rainfall.

– Mowing of the unoccupied areas (Property Perimeter) as needed, estimated to be required 7 to 10 times.

3. **Inspection.** All services must be performed to the personal satisfaction of the Logan County Board of County Commissioners, or its designee. Periodic inspections by the county commissioners or designee will occur to identify problem areas, if any, and determine remedial actions. The Contractor shall notify the County if problems with sprinklers or repair issues with the grounds are observed.

4. **Equipment and Supplies.** The Contractor shall provide all labor, equipment, and supplies required, including but not limited to mowers, trimmers, gasoline, waste disposal and transportation, at no cost to the County.

5. **Term.** The term of this Agreement shall be for the duration of the annual growing season, which may consist of a period of approximately seven (7) months (commencing April 1, 2025, or as soon thereafter as lawn growth begins, through the end of the growing season, which in any case will occur no later than October 31, 2025) and shall contain a two-year renewal option for the 2026 and 2027 growing seasons, which may be exercised by the parties upon mutual agreement prior to March 1, annually. This Agreement may be canceled or terminated at any time by the County without cause, upon providing at least 30 days written notice to the Contractor. This Agreement may otherwise be terminated by the County for cause and without advance notice, including, without limitation, the failure of the Board of County Commissioners to appropriate funding for the contract for any subsequent fiscal year.

6. **Consideration.**

For the Courthouse Square, the Logan County Justice Center, and the Logan County Heritage Center, the County shall pay the Contractor the sum of \$450.00 per week for performance of all services required hereunder, allocated as follows:

Courthouse -	\$300.00 per weekly mowing
Justice Center -	75.00 per weekly mowing
Heritage Center -	75.00 per weekly mowing

For the Sunset Memorial Gardens, the County shall pay the Contractor the sum of \$6,500.00 per mowing season for performance of all services required hereunder, at a rate of \$1200.00 per month for May, June, July, August, and September; and \$500.00 per month for October. This will include a minimum of ten (10) mows for the Entry and Occupied Areas and minimum of seven (7) mows for the Property Perimeter, as needed and when required, with additional mows provided without additional charges if needed due to rainfall levels.

7. **Payment Date and Right of Set-off.** Payment for services performed shall be made on or before the 10<sup>th</sup> day of the month for services performed in the prior month. Logan County reserves the right to set-off and deduct from the monthly payment otherwise due the following sums for any instances of the contractor's failure to timely perform the services described in this

Agreement for services at the Courthouse Square, the Logan County Justice Center, and the Logan County Heritage Center:

- I. For any week where grass is not mowed or edges trimmed at any site, the sum of \$100 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.
- II. For any week where sidewalks, concrete or other hard surface areas are not swept and cleaned of lawn debris after mowing/trimming at any site, the sum of \$50 per site shall be deducted from the monthly payment otherwise due unless failure to perform was caused by inclement weather.

8. **Insurance Requirements.** Contractor shall procure and maintain during the duration of the Agreement, at contractor's sole cost, insurance policies with minimum limits not less than: (1) Comprehensive General Liability of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; (2) Automobile Liability of \$500,000 combined single limit per accident for bodily injury and property damage; and (3) Workers Compensation coverage as required by the laws of the State of Colorado. Logan County must be listed as an additional insured on such policies and contractor shall provide an acceptable Certificate of Insurance prior to the commencement of any services.

The Contractor shall agree to hold harmless and indemnify Logan County against any and all claims, suits, damages, costs or legal expense as a result of bodily injury or property damage resulting from the negligence of the contractor. All policies of insurance carried by the contractor shall be written as primary policies, not contributing with and not in excess of insurance coverage which may be otherwise carried by Logan County.

9. **Non-Waiver.** The failure of the County to insist in any one or more instances upon strict performance of any portion of the contract, or to exercise any right or privilege contained in the contract or otherwise provided by law, shall not be construed as a waiver or relinquishment of the performance of such provision or right(s), or of the right to subsequently demand strict performance.

10. **Default.** In case of default by the Contractor in providing any of the services required by the contract, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor, or by any other legal means available to the County.

11. **Performance Bond.** The parties agree that Contractor shall not be required to furnish a performance bond.

12. **Subcontracting.** No portion of the work covered by this Agreement shall be assigned or subcontracted without the prior written approval of the County.

13. **Short mowing.** At its option, the County may separately purchase short mowing services for the Courthouse Square, the Logan County Justice Center, and the Logan County

Heritage Center to occur once annually in approximately March of each year, by providing reasonable advance written notice to the Contractor. Short mowing consists of a sod treatment similar to power raking, leaving approximately ½ inch thatch for root protection. If requested and provided, the County shall pay the Contractor the following sums for these annual services:

Courthouse - \$400.00  
Justice Center - 90.00  
Heritage Center - 95.00

**14. Sidewalk Edging:** At its option, the County may separately purchase edging for the Courthouse Square, the Logan County Justice Center, and the Logan County Heritage Center to occur in the Spring as part of the Short Mowing option. If requested and provided, the County shall pay the Contractor, per edging, the follow sums for these annual services:

Courthouse - \$200.00  
Justice Center - 50.00  
Heritage Center - 60.00

Signed and Agreed to effective March 18, 2025.

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

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

\_\_\_\_\_  
Mike Brownell, Chairman

\_\_\_\_\_  
Jerry A. Sonnenberg, Commissioner

\_\_\_\_\_  
James T. Yahn, Commissioner

ATTEST:

\_\_\_\_\_  
Clerk to the Board

DAVE'S MOWING AND MAINTENANCE

By: \_\_\_\_\_  
David Hutt, President (Date)

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

THIS AGREEMENT made this (County fills in) 18 day of March, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and TSM Farms the undersigned easement holder or landowner, hereinafter called "Applicant".

WHEREAS, Applicant owns the following described premises, or has an easement on, over or through said premises, to-wit (legal description):  
Install 21" pipeline under CR 50 crossing the road from North to South  
; and

WHEREAS, Applicant desires to install and construct a Water Pipeline, which will be located (**Circle One**) along, bore under, or trench across CR50, to benefit the above described premises; and

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

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

- Applicant agrees to consult with any irrigation ditch company whose ditch will be crossed by the installation and confer about best practices in performing the installation in a manner that will not damage or weaken any ditch structures.
- Applicant agrees to furnish the County in writing in advance of installation the exact location and dimensions of said installation and construction.
- Buried installations must be at no less than 48 inches below the lowest level of any borrow ditch paralleling the County Road and an "Individual permit" must be submitted for each instance.
- Applicant shall have the right to install and construct \_\_\_\_\_, described above, in the right of way of \_\_\_\_\_, but such installation and construction shall be done only in the following manner. All work within the county ROW shall be performed only during regular business hours of the Logan County Road & Bridge Department to enable supervision and inspection of the work.
- All work authorized by this Agreement shall be completed no later than \_\_\_\_\_.
- It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

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

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

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

Other \_\_\_\_\_ Provisions:

Land Owner #1 \_\_\_\_\_ Printed

Name Terry Miller  
Signature \_\_\_\_\_

Land Owner #2 \_\_\_\_\_ Printed

Name \_\_\_\_\_  
Signature \_\_\_\_\_

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

TSM Farms  
Printed name

Signature \_\_\_\_\_

Address: 25490 CR 58  
Greeley, CO 80631

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

Date 3/4/2025

Email: terry@mmexcavation.com

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

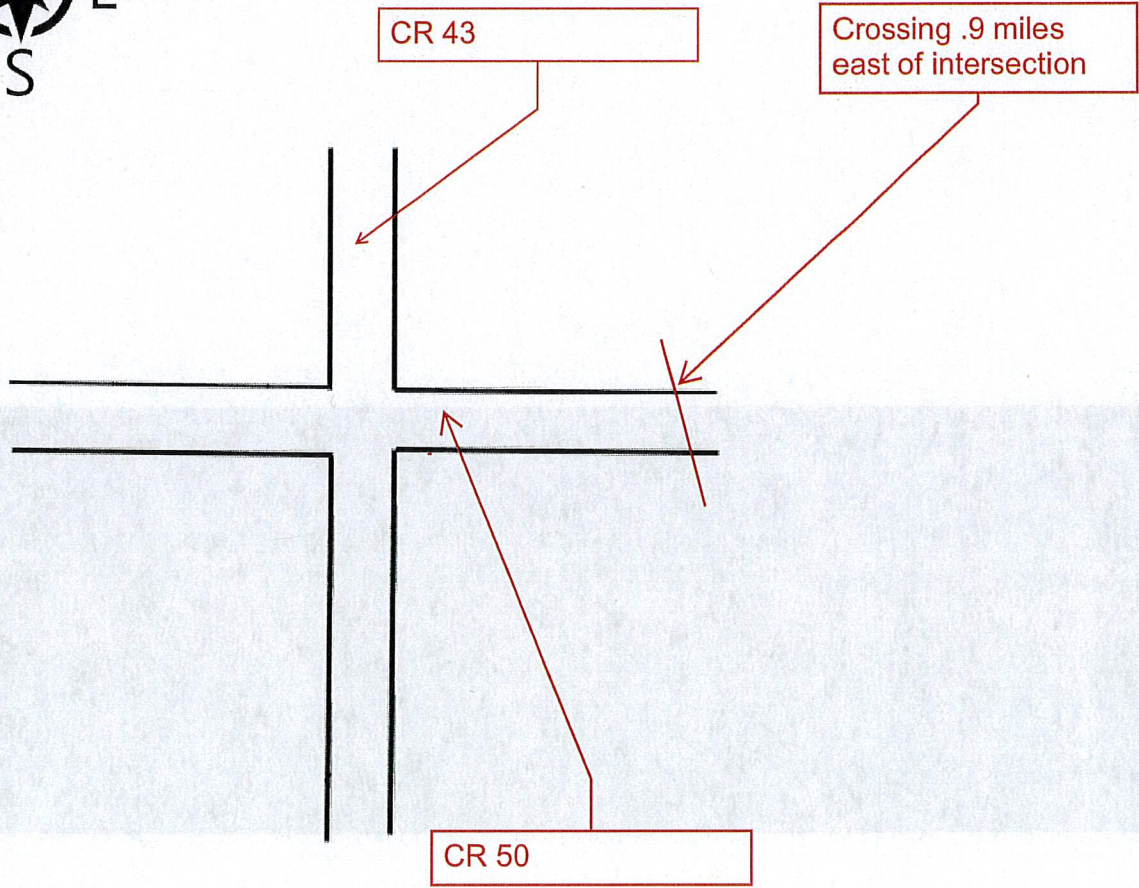
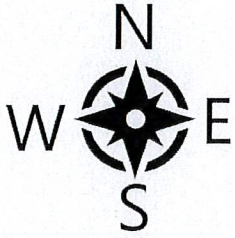
**THE BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO**

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

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

\_\_\_\_\_  
Jerry A. Sonnenberg (Aye) (Nay)

(Please create in Black and White)



Work will begin at a point (X) .9 miles south of the intersection of CR 43 and CR 50. At this point the 21" schedule 80 Pipe will be installed across CR 50. Crossing from the north to the south.



(Please create in Black and White)



Crossing at intersection  
east of intersection

CR 43



Work will begin at a point (X) 9 miles south of the intersection of CR 43 and CR 50. At this point the 21" schedule 80 pipe will be installed cross CR 50. Crossing from the north to the south.

**TSM Farms  
Right of Way  
ROW2025-3 March 2025  
3-9N-51W**

# THIS FORM HAS CHANGED – PLEASE READ CAREFULLY

## Logan County Lodging Tax Board Funding Request Form

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

Date: 01/15/2025 Event / Project: Colorado Flatlanders Annual Rod Run in the Park

Responsible Party: (Signature) Cherie Brungardt

Funds Payable to: (Organization) Colorado Flatlanders

Mailing Address: PO Box 248, Sterling, CO 80751

Date(s) of Activity: July 11th, 12th & 13th, 2025

Amount requested: \$3,500.00

### Complete attached application form.

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

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

# LOGAN COUNTY LODGING TAX BOARD

## FUNDING APPLICATION

1. EVENT / PROJECT: Colorado Flatlanders Annual Rod Run in the Park

2. DATE(S) OF EVENT: July 11th, 12th & 13th, 2025

BRIEFLY DESCRIBE YOUR EVENT / PROJECT:

33rd Annual Rod Run & Car Show in Pioneer Park in Sterling, CO

Friday Night Meet & Greet @ Korf, Saturday Show & Shine with games, food and entertainment at Pioneer Park

Sunday poker run and awards presentation

4. WHERE WILL EVENT BE HELD? Pioneer Park in Sterling, CO

5. IS THIS EVENT ONE-TIME OR ANNUAL? \_\_\_\_\_

6. BRIEFLY DESCRIBE YOUR MARKETING PLAN AND HOW YOUR EVENT WILL BE MARKETED TO AUDIENCES OUTSIDE OF LOGAN COUNTY?

Multi-state advertising in The Scoop starting in March and goes through June 2025

Website, Facebook and Instagram advertising

Ads in many Colorado newspapers outside of county during May and June 2025

7. WHAT IS YOUR PROJECTED ATTENDANCE OF EVENT? 200-250 cars with 500 participants. Another 800 viewers come to park to view cars from Sterling & surrounding area

8. PROJECTED ESTIMATE OF OVERNIGHT HOTEL STAYS THIS EVENT WILL GENERATE? 60-80 rooms for 2 nights

9. HOW WILL YOUR EVENT / PROJECT POSITIVELY IMPACT LOGAN COUNTY (economically, culturally, etc.)?

A large percentage attend the three day event from out of the region. They love to come to the area and enjoy Sterling's shopping, restaurants, and activities. This Rod Run helps the Sterling area economically with all the shopping and restaurants boosted income and taxes along with the 60-80 rooms rented in the local hotels.

10. EVENT BUDGET (PLEASE ATTACH)

Cherie Brungardt

01/15/2025

Signature

Date

\*\*\*\*\*

THIS PART OF FORM TO BE COMPLETD BY LODGING TAX BOARD

Previous funding?

Follow-up report?

# COLORADO FLATLANDERS

July 11-13 2025

## CAR CLUB

33rd Annual Rod Run in the Park

Pioneer Park in Sterling, CO

WWW.COLORADOFATLANDERS.COM

### 2024 CLUB CHOICE AWARDS



**STERLING, CO**  
**FRIDAY-JULY 11TH**  
 EAT, MEET & GREET  
 5PM-7PM  
**BBQ & FIXIN'S DINNER**  
 BROUGHT TO YOU BY  
 KORF CONTINENTAL  
 520 E CHESTNUT ST.  
**SATURDAY-JULY 12TH**  
 PIONEER PARK - REGISTRATION  
 8AM-11:30AM  
 Breakfast Burritos \$3  
 Free Coffee & Donuts while supplies last  
 Lunch Available in the Park—  
 Sterling Lions Club 11am—2pm  
**SHOW & SHINE 8AM-4PM**  
 If you want to park together on the grass,  
 please come together.  
 Dinner on your own 4PM—7PM  
**LIVE BAND 7PM—10PM**  
**JUKE JOINT CRUISERS**  
 12711 CR 31.7, Sterling, CO  
**SUNDAY-JULY 13TH**  
 BREAKFAST SERVED 8AM  
 POKER RUN 8:30AM  
 AWARDS CEREMONY 11AM

All Rod Run Participants are eligible to win a BluePrint Engines 383 Long Block to be given away Saturday at 3pm  
**Must be present to win.**



All Rod Run Participants are eligible to win a Chevy Transmission Sunday at 11am.  
 Pre-Registered Participants are eligible for a Brungardt built 350 Chevy Engine drawing on Sunday at 11am, pre-entry must be post-marked on or before 7/3/2025 —  
**Must be present to win.**

### 2025 Major Sponsors

- 21st Century
- American Family Insurance
- American Machine
- Atlas Performance Machine-Loveland
- Bank of Colorado
- Bedford Upholstery
- Best Choice Properties — Elena Kerschner
- Best Western Sundowner
- Big Daddy Big Block Schweitzer
- BluePrint Engines — Kearney, NE
- Bomgaars
- C&B Electric Company
- Colorado Popcorn Company
- Country Stitches
- Creative Eyeworks
- Discount Liquors
- Eagle Travel Stops & Conv. Stores
- EB Autos
- Family Food Market
- Great Western Tire
- Harbor Freight Tools — Managers
- Head Wound Garage
- Holiday Inn Express & Suites
- Hootenannies
- Journal Advocate
- JRVS — Jordan RV Storage
- JT's Upholstery — Custom Interiors
- Korf Continental
- Martindale's Jewelry
- McDonald & Keil Physical Therapy
- Murphy Insurance
- Napa - University Auto Parts
- Nation Septic Service
- Novus Glass-Sterling
- Parts & Labor Brewing Company
- Pioneer Distributing
- Platte River Tires, Inc.
- Robert's Custom Upholstery
- Ron Nestor Trucking, LLC
- S&S Auto Repair, LLC
- Sky Ranch Golf & Grill

- Snap-On Tools - Steve Vierow
- South Platte Sentinel
- South Platte Auto Center, LLC
- Sterling Ethanol
- Sterling Health Foods
- Sterling Rod & Custom
- Terry's Computer Asylum
- The Garage Door Guys
- The Home Depot
- The Hot Spot Smokehouse
- This & That Hardwood Service
- Tony's Tuff Trucks
- Town Square Realty
- Transwest - Sterling
- Wonderful House



- ### AWARDS Classes
- STREET RODS
  - STREET MACHINES
  - TRUCKS
  - ORIGINAL INTENT
  - LATE MODELS
  - CLUB CHOICE
  - CLUB MEMORIAL PICKS
  - TONY'S TRUCK PICK
  - SHERIFF'S PICK

**CLUB CHOICE of 2025**  
 Used for 2026 Artwork—  
 Advertising  
**TOP 10 OVERALL**  
 Jacket Winners

Proceeds from Annual Rod Run supports the Colorado Flatlanders scholarship fund to attend Northeastern Junior College's Automotive & Diesel Technician program and other local charities.

**HOTELS—BOOK NOW**  
 Best Western: 970-522-6265  
 Holiday Inn Express: 970-425-7414  
**CALL HOTELS FOR RESERVATIONS—MENTION Flatlanders and receive a discounted show weekend rate**

Cherie Brungardt 970-522-7763  
 INFO coloradoflatlanders@msn.com  
 John Weisgerber 970-466-1076

Name \_\_\_\_\_ Phone # \_\_\_\_\_ Age (if under 18) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Class (Please Circle  $\Rightarrow$  One) 1)Street Rod (Pre-49) 2)Street Machine (1949-79) 3)Truck 4)Original Intent 5)Late Model  
 Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_  
 Miles Traveled One Way \_\_\_\_\_ Club \_\_\_\_\_

E-mail address: \_\_\_\_\_  
 I understand that responsible efforts will be made to protect my property, myself & family, but not every circumstance can be anticipated or prevented, therefore I agree none of the Colorado Flatlanders Members or Sponsors will be held liable for damage to my property or injury to myself or any member of my family. ENTRY FEE NON-TRANSFERABLE

Vehicle must be licensed & insured to enter  
 SIGNATURE: \_\_\_\_\_

**MAIL \$35 ENTRY FEE TO:**

Colorado Flatlanders  
 P.O. Box 248  
 Sterling, CO 80751

# COLORADO FLATLANDERS 2025 ROD RUN BUDGET

## 2025 Projected Income

Sponsorships		\$	3,000.00	
Lodging Tax Board		\$	3,500.00	
Registration	245 x 35 each.	\$	8,575.00	
Food	Weekend	\$	300.00	
T-shirts		\$	2,500.00	
Banners		\$	200.00	
Pop and games		\$	100.00	
Gate	\$3 head	\$	2,400.00	
<b>TOTAL INCOME PROJECTED 2025</b>				<b>\$ 20,575.00</b>

## 2025 Projected Expenses

Nation Septic	Four port-a-potties	\$	360.00	
				<b>\$ 360.00</b>
Advertising	Goodie Bags with Ad	\$	1,200.00	
	Goodie Bag Ad Pens	\$	250.00	
	Artwork	\$	550.00	
	Scoop Ads Mar/Apr, May	\$	640.00	
	500 Flyers Print & Mail	\$	472.00	
	Plaque ads	\$	1,175.00	
	Newspaper Ads (paid only)	\$	800.00	
	Radio Ads (paid only)	\$	800.00	
	Live Remote Ads	\$	350.00	
	Ads by Traveling DJ	\$	600.00	
	Banner for Street Ad Fix Dates	\$	150.00	
	Banners for Sponsors/Donors	\$	1,200.00	
				<b>\$ 8,187.00</b>
T-shirt	260 Shirts	\$	2,766.50	
				<b>\$ 2,766.50</b>
Door prizes		\$	-	
	Door prizes	\$	4,000.00	
				<b>\$ 4,000.00</b>
City of Sterling	Permits & Reservations City	\$	105.00	
	Park Damage Deposit	\$	250.00	
	Chamber member insurance	\$	100.00	
	Hang Banner	\$	50.00	
				<b>\$ 505.00</b>
Food	Weekend drinks	\$	250.00	
	Burritos (Saturday morning)	\$	425.00	
	Donuts (Sunday morning)	\$	60.00	
	Burritos (Sunday morning)	\$	300.00	
	Family Food Market	\$	500.00	
				<b>\$ 1,535.00</b>
Misc	Pictures	\$	75.00	
	Supplies for Registration	\$	100.00	
				<b>\$ 175.00</b>
Awards	Dash Plaques	\$	325.00	
	Jackets	\$	1,200.00	
				<b>\$ 1,525.00</b>
Gate watchers	Boy Scouts Troop 19	\$	800.00	
				<b>\$ 800.00</b>
<b>TOTAL EXPENSES PROJECTED 2025</b>				<b>\$ 19,853.50</b>
<b>TOTAL INCOME PROJECTED 2025</b>				<b>\$ 721.50</b>

**PUBLIC CONTRACT FOR SERVICES  
KP, LLC. dba KP Elections Services**

**BALLOT PRINTING & MAILING 2025**

**THIS PUBLIC CONTRACT FOR SERVICE** (the "Contract") is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2025 by and between the **CLERK & RECORDER OF THE COUNTY OF LOGAN , STATE OF COLORADO**, an elected official and the Designated Election Official for Logan County, with a principal address of 315 Main Street, Suite 3, Sterling, CO 80751 (the "County") and **KP, LLC dba KP Elections Services**, a corporation authorized to do business in the State of Colorado with a principal address of 3700 Seaport Blvd., Suite 10, West Sacramento, CA 95691 (the "Consultant").

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for preparation and printing of election materials including ballots, envelopes, insertion and mailing for the 2025 Elections to be held in Logan County; and

**WHEREAS**, the County desires to engage the Consultant to render certain professional services and assistance in connection with such election, with the potential for providing services for future elections as well; an

**WHEREAS**, the Consultant has the ability to assist the County through its professional expertise, knowledge, and experience, and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other goods and valuable consideration, the Parties agree as follows:

**1. LINE OF AUTHORITY:** The County Elections Supervisor ("Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this contract. The Authorized Representatives for the Consultant are Laura Zylak and Darren Loken.

**2. SCOPE OF SERVICES:**

A. Parties agree that Consultant shall print election materials at the rate indicated in the attached Exhibit A. Consultant agrees to print ballots and other election materials for the 2025 Election to be held in Logan County, Colorado as follows:

- Duplex Ballots, size to be determined
- Outer/Carrier Ballot Envelopes (Domestic and UOCAVA), to include return address

- Return/Reply Envelopes with open signature
- Optional Ballot Voter Instructions
- Optional "I Voted" stickers as designated by the County

Parties understand and agree that the actual amount and size of ballots may change, and may not be finalized until closer to the Election.

- B. Consultant agrees to mail ballot packets to Logan voters as designated by the County.
  - C. The Parties agree to work jointly in good faith to establish time frames for performance by each party, including but not limited to: a deadline for the County to provide ballot faces and a deadline for Consultant to mail the ballots to the County's registered voters. All deadlines shall adhere to statutory requirements.
  - D. The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution. No change in the scope of services that will result in an increase in the amount of compensation may be effective unless the County confirms in writing the availability of funds for such increase.
  - E. The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license, or other agreement in effect during the term hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.
3. **COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay the Consultant, and the Consultant agrees to accept payment as provided herein.
  4. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract, notwithstanding and pursuant to Section §29-1-110, C.R.S., the amount of funds appropriated for this Contract is \$24,000 for printing Ballots, Outer and Return envelopes, Instruction Sheets, etc. (not including postage) for the 2025 Coordinated Election. In no event shall the County be liable for payment under this Contract for any amount in excess thereof without express and written approval confirming such and confirmation of the availability of funds in excess of this stated amount. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.
  5. **TERM:** It is mutually agreed by the parties that the term of this Contract shall commence upon its effective date, specified above, and terminate at 11:59 PM on 12/31/2025. This Agreement, at the option of the County, may be renewed with appropriate adjustments to election material

numbers, if written notice is given to the Consultant by the County on or before the termination of the current and successive terms, confirmed by an Addendum to this Contract. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.
7. **CONFLICT OF INTEREST:** The Consultant agrees that no official, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Consultant further agrees not to hire, pay, or contract for service any official, officer, or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of the County.
8. **INDEMNIFICATION:** The County cannot, and by this Contract does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Consultant or any other person or entity whatsoever for any purpose whatsoever. The Consultant shall defend, indemnify and hold harmless the County, its commissioner's, officials, director's, agents, and employees for any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including workers' compensation claims, in any way resulting from or arising from this Contract; provided, however, that the Consultant need not indemnify or hold harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioner's officials, officers, agents, or employees.
9. **INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this contract, all personnel assigned by the Consultant to perform work under this Contract shall be, and remain at all times, employees of Consultant for all purposes. The independent contractor is not entitled to workers' compensation or unemployment benefits through the County and is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship.
10. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S., or otherwise available to the County.



- 11. ASSIGNMENT:** The Consultant agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Authorized Representative. Any attempt by the Consultant to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Consultant hereunder.
- 12. COUNTY REVIEW OF RECORDS:** The Consultant agrees that, upon request of the Authorized Representative, at any time during the term of this Contract or for twenty five (25) months thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Consultant shall maintain such records until the expiration of three (3) years following the end of the term of this Contract.
- 13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines, and any other documents prepared by the Consultant in connection with this Contract shall be the property of the County.
- 14. ASSIGNMENT OF COPYRIGHTS:** The Consultant assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1.) reproduce the work; 2.) prepare derivative works; 3.) perform the works publicly; and, 4.) to display the work publicly. The Consultant waives its right to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.
- 15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Consultant pursuant to this Contract shall become the County's property. The Consultant shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the term of this Contract prior to the date of notice of termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by the Consultant.
- 16. PERFORMANCE:** Due to the sensitive nature of this scope of work, and the need for error-free performance, Consultant agrees to use best efforts to perform the Scope of Work with no errors, and to remedy any defect in performance, defect in printed election material, bar codes, or other required data. Consultant will indemnify the County against all costs and damages, including indirect costs of County to remedy defective election material or other errors or mistakes resulting from Consultant's performance of the scope of work.
- 17. NOTICES:** Notices concerning termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

By the Consultant to: Logan County Elections  
Pamela M. Bacon, Clerk & Recorder  
315 Main Street, Suite 3  
Sterling, CO 80751  
Direct: (970) 522-1544, x 244  
[baconp@logancountyco.gov](mailto:baconp@logancountyco.gov)

By the County to: KP Election Services  
Attn: Darren Loken  
3700 Seaport Blvd., Suite 10  
West Sacramento, CA 95691  
Direct: (509) 899-7717  
[dloken@kpcorp.com](mailto:dloken@kpcorp.com)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. Mail, email, via facsimile, or any other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitution shall not be effective until actual receipt of written notification.

**18. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**19. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Logan, State of Colorado. The Consultant expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**20. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**21. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Contract it shall not be a waiver of subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

- 22. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Consultant, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.
- 23. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Logan County Media Relations Officer. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager and the Board of County Commissioners.
- 24. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachments, or other referenced document are inconsistent, the following order of priority shall control:
- 1<sup>st</sup> This Contract
  - 2<sup>nd</sup> Pricing Summary attached hereto as Exhibit A
- 25. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.
- 26. ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent, or employee of the respective parties, unless included herein, are null and void and of no effect. NO alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Contract.
- 27. INSURANCE:** The Consultant shall be required to maintain appropriate insurance as required by law. The Consultant shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Consultant's insurance coverage during the term of this Contract.
- 28. COUNTY EXECUTION OF AGREEMENT:** This Contract is expressly subject to, and shall not be or become effective or binding on the County, until execution by all authorized signatories of the County.
- 29. FORCE MAJEURE:** NO party shall be liable for failure to perform hereunder if such failure to perform is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performances of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

**IN WITNESS WHEREOF**, the County and the Consultant have executed this Contract effective as of the date first written.

**CONSULTANT:**

Signed: \_\_\_\_\_

Print Name: Brett Birky

Title: Chief Operating & Chief Sales & Marketing Officer

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

**CLERK & RECORDER  
LOGAN COUNTY, COLORADO**

Signed: \_\_\_\_\_

Print Name: PAMELA M. BACON

Title: County Clerk & Recorder

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

## Exhibit A - Pricing

### KP Election Services Pricing Logan County 2025 Coordinated Election

Ballot Printing	Quantity	Unit Price	Price	
8-1/2" x 11" Mail Ballots	12,700	\$0.25	\$	3,175
8-1/2" x 14" Mail Ballots	-	\$0.26	\$	-
8-1/2" x 17" Mail Ballots:		\$0.31	\$	-
8-1/2" x 11" Counter Ballots/Office copies	4,200	\$0.25	\$	1,050
8-1/2" x 14" Counter Ballots	-	\$0.26	\$	-
8-1/2" x 17" Counter Ballots:		\$0.31	\$	-
Blank Ballot Stock	5,000	\$0.08	\$	400
Test Deck (Pre-Marked)	1,150	\$0.43	\$	495
8-1/2" x 11" UOCAVA Ballots		\$0.26		
8-1/2" x 14" UOCAVA Ballots	-	\$0.26	\$	-
8-1/2" x 18" UOCAVA Ballots:	-	\$0.28	\$	-
Insertion (up to 3 pieces)	12,700	\$0.29	\$	3,683
Insertion (beyond 3 pieces)		\$0.01	\$	- each additional
Election Set-up	1	\$2,000	\$	2,000
Mailing Services		Included		
USPS Mailing Coordination & Statements		Included		
<b>Envelopes, Inserts &amp; Other Costs</b>				
Outgoing 6 1/8 x 9 7/8" White Envelope 2 color	14,000	\$0.15	\$	2,100 Non-UOCAVA envelopes
Reply 5 7/8" x 9" White Envelope 2 color	14,000	\$0.12	\$	1,680 Non-UOCAVA envelopes
UOCAVA Outer Envelope - 6-1/8" x 9-5/8"	200	\$0.67	\$	134
UOCAVA Return Envelope - 6" x 9"	200	\$0.54	\$	108
Voter Instruction Insert 8.5" x 11" folded to 5 1/2" x 8 1/2" 2 color (also secrecy sleeve)	14,000	\$0.11	\$	1,540 includes UOCAVA
Additional Inserts 5.5" x 8.5" color		\$0.07	\$	-
Secrecy Sleeve 5-5/8" x 8-3/4" white	-	\$0.09	\$	-
USPS Mail Piece Consult and Design		Included		
Initial Envelope Composition		Included		
TABOR Notice (12,700 mail from SEA; 300 ctn pk)	13,000	0.456	\$	5,928 postage additional @ NP rate
"I Voted" sticker applied to Voter Instruction Insert (optional)	14,000	\$0.09	\$	1,260
Freight to Denver GMF	1	\$715.00	\$	715 Will be invoiced at actual; pass through
Freight for Office stock, blank stock and Test Decks to Sterling, CO (ground)	1	250	\$	250 Will be invoiced at actual; pass through
			\$	21,343
Postage Estimate – Non-Profit Standard 5-digit (using July 14, 2024 USPS increase - not including TABORs)	12,700	\$0.181	\$	2,299 pass through at cost
<b>Total with Postage:</b>				<b>23,642</b>

**RESOLUTION**

No. 2025-7

**A resolution of the Board of County Commissioners of Logan County, Colorado, cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral assessments.**

**WHEREAS**, tax liens on certain severed mineral interests were sold for nonpayment of delinquent ad valorem property taxes, as identified in the attached Exhibit A, and subsequently accrued taxes have been paid by the tax lien certificate holders; and

**WHEREAS**, the tax liens identified in Exhibit A should not have been sold at the tax sale because they involved incorrectly identified and assessed severed mineral interests; and

**WHEREAS**, the tax lien certificate purchasers have been advised of the errors and may assign their certificates to Logan County in order to receive reimbursement; and

**WHEREAS**, C.R.S. §39-12-111, provides that when, by mistake or error of the treasurer, county clerk and recorder, or assessor or from double assessment, a tax lien has been sold on land upon which no tax was due at the time, the county shall reimburse the purchaser the amount paid in connection with the purchase of the tax lien, together with interest at a rate equal to the two percentage points above the discount rate or 8% per annum, whichever is greater.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Logan County, Colorado, as follows:

1. The tax lien certificate holders listed on Exhibit A may be reimbursed the purchase price and subsequent taxes from the various funds to which the tax payments were originally distributed, together with statutory interest pursuant to C.R.S. §39-12-111.
2. The tax sale certificates shown on Exhibit A are hereby cancelled.
3. The taxes assessed on the severed mineral interests for the tax years shown on Exhibit A are hereby cancelled and abated pursuant to C.R.S. §§39-11-107 and 39-10-114 because the mineral interests were incorrectly assessed.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 18th day of March, 2025.

BOARD OF COUNTY COMMISSIONERS  
OF LOGAN COUNTY, COLORADO

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

\_\_\_\_\_  
(Aye) (Nay)  
Jerry A. Sonnenberg

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

ATTEST:

I, Pamela M. Bacon, the 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, State of Colorado, in its regular session assembled this 18<sup>th</sup> day of March, 2025.

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

## EXHIBIT A

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX & INTEREST PAID	FEES PAID	INTEREST TO BE PAID BY CTY	TOTAL REFUND W/INT
92	2022	3M027122200010	137	EMIL SCHULTZ	JEFFREY J. & YVONNE K. KIELIAN	INCORRECTLY ASSESSED	\$ 4.82	\$ 17.60	\$ 2.54	\$ 24.96
544	2020	3M073326100009	113	PAM MAUL	PURCELL CONSERVATION GROUP LLC	NO VALID INTEREST	\$ 3.15	\$ 36.00	\$ 8.31	\$ 47.46
479	2017	3M073326100009	113	PAM MAUL	MILLER CHANCE INVESTMENT CORP	NO VALID INTEREST	\$ 2.73	\$ 31.00	\$ 16.13	\$ 49.86
290	2022	3M002330100020	504	CAROL QUIAT LEIGHT LIVING TRUST	COUNTY HELD	DELETED PER B1052,P230				\$ -
261	2019	3M048120100083	104	TIM W DUNCAN	COUNTY HELD	NO VALID INTEREST				\$ -
262	2019	3M048120300011	104	TIM W DUNCAN	COUNTY HELD	NO VALID INTEREST				\$ -
263	2019	3M048129200063	104	TIM W DUNCAN	COUNTY HELD	NO VALID INTEREST				\$ -
264	2019	3M048129300036	104	TIM W DUNCAN	COUNTY HELD	NO VALID INTEREST				\$ -
362	2019	3M048129200062	104	JOAN HAMILTON	COUNTY HELD	NO VALID INTEREST				\$ -
363	2019	3M048129300035	104	JOAN HAMILTON	COUNTY HELD	NO VALID INTEREST				\$ -
764	2019	3M048120100082	104	KAREN R WHETSELL	COUNTY HELD	NO VALID INTEREST				\$ -
765	2019	3M048120300010	104	KAREN R WHETSELL	COUNTY HELD	NO VALID INTEREST				\$ -
766	2019	3M048129200064	104	KAREN R WHETSELL	COUNTY HELD	NO VALID INTEREST				\$ -
767	2019	3M048129300037	104	KAREN R WHETSELL	COUNTY HELD	NO VALID INTEREST				\$ -