



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, September 16, 2025 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 2, 2025 meeting.

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

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

Acknowledge receipt of the Landfill Supervisor's report for the month of August, 2025.

Unfinished Business

Consideration of the award of the bid for the repair of the stadium roof at the Logan County Fairgrounds.

New Business

Consideration of the approval of a Logan County Lodging Tax Board Project for the I80/I76 Travel Guide in the amount of \$1,990.00.

Consideration of the approval of an agreement between Logan County and Don Fritzler and issuance of Right of Way Permit Number 2025-9 for use of the County Right of Way along County Road 16.5 for a pipeline.

Consideration of the approval of a Master Road Use Agreement between Logan County and Pivot Solar 54 LLC.

Consideration of the approval of Amended Resolution 2022-18 to correct legal description for a Subdivision Exemption on behalf of Gordon Farm, LLC.

The Board will sign a proclamation designating the week of September 17 through September 23, 2025 as Constitution Week in Logan County.

Other Business
Miscellaneous Business/Announcements

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

Executive Session as Needed
Adjournment

September 2, 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
Jim Santomaso	Commissioner

Also present:

Alan Samber	Logan County Attorney
Rachelle Stebakken	Logan County Deputy Clerk
Marilee Johnson	Logan County Public Information Coordinator
Debbie Unrein	Logan County Finance
Mike Burri	Logan County Road and Bridge
Rick Cullip	Logan County Buildings and Grounds
Rob Quint	Logan County Planning and Zoning
Jared Davis	
Sara Waite	Journal Advocate

Chairman Brownell called the meeting to order at 9:35 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 the August 19, 2025 meeting.
- Consideration of the approval of an application for renewal of a Retail Liquor License Application on behalf of Atwood Petroleum, Inc. dba Atwood Sinclair, 453 Highway 63, Atwood, CO 80722.

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

Chairman Brownell continued with New Business:

The Board opened bids for the repair of the stadium roof at the Logan County Fairgrounds.

- Arapahoe Roofing & Sheet Metal, Inc - \$119,929.00 with alternate bid of an extra \$10,037.00
- Better Line Roofing - \$18,900.00 with alternate bid of \$156,500.00
- Front Range Roofing Systems, LLC - \$43,909.00
- Progressive Roofing - \$60,718.75 with alternate bid of \$139,435.77
- Summit Construction & Consulting – \$49,549.23

Chairman Brownell accepted the bids for the repair of the stadium roof at the Logan County Fairgrounds and referred them to Rick Cullip with Buildings and Grounds for his recommendation to the board.

Commissioner Yahn moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Peetz Plateau School District RE-5 for administration of

their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Frenchman RE-3 School District for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Santomaso moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the City of Sterling for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and the Town of Merino for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 4, 2025. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Santomaso moved to approve a Participation Agreement between Logan County and Colorado Retirement Association to adopt the Participating Employer Colorado Retirement Association Retirement Plan and Trust Agreement as amended and restated Effective July 14, 2025. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve Resolution 2025-15 describing a proposal for the extension of an existing one half of one percent (0.5%) County-wide Sales and Use Tax to be used for the sole purpose of constructing, repairing, equipping, operating, maintaining, improving or remodeling the Logan County Justice Center, Courthouse and Annex, Fairgrounds Stadium and Event Structures, Central Services Building, Landfill Structures, Heritage Center, Road and Bridge Shop Facilities, or other County-owned facilities; setting the ballot title and ballot question; referring this proposal to an election to be held November 4, 2025; and setting forth other details in relation thereto. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Santomaso moved to approve Resolution 2025-16 establishing expedited review policies for future affordable housing projects. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an application for Secure Transportation Service License and Secure Transportation Vehicle Permit on behalf of Jason Wilson dba Colorado Secure Transport. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve Resolution 2025-17 approving the application of Bethany L. Marshall (a.k.a. Bethany L. James) to vacate Subdivision Exemption Plat No. 2016-27, recorded at Reception No. 730724, Book 1018, Page 897, of the records of the Logan County Clerk and Recorder. Commissioner Santomaso seconded, and the motion carried 3-0.

Commissioner Santomaso moved to approve Resolution 2025-18 for Subdivision Exemption on behalf of Bethany L. Marshall (A.K.A. Bethany L. James) to create a 4.48-acre parcel from a 836.02-acre parcel in an Agriculture (A) Zone District in a tract of land located 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. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an Agreement for Professional Services between Logan County and Short Elliot Hendrickson, Inc. (SEH) authorizing SEH to complete bridge grant applications for the Off-System Bridge Program (BRO) on behalf of Logan County. Commissioner Santomaso seconded, and the motion carried 3-0.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, September 16, 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 10:13 a.m.

Submitted by:

Rochelle Stebaker
Logan County Deputy Clerk

Approved: September 16, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO



(seal)

By: _____
Mike Brownell, Chairman

Attest:


Logan County Clerk & Recorder

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

COUNTY FUNDS	7/31/25 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	8/31/25 BALANCE
COUNTY GENERAL	\$ 10,873,230.47	\$ 27,411.00	\$ 76,426.43	\$ 236,586.53	\$ -	\$ (1,161,422.86)	\$ (2,627.98)	\$ 10,049,603.59
ROAD & BRIDGE	\$ 5,078,714.10	\$ 2,067.52	\$ 6,471.87	\$ 527,186.64	\$ -	\$ (575,652.87)	\$ (6,198.73)	\$ 5,032,588.53
CONTINGENT	\$ 857,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,999.55
CAPITAL EXPENDITURES	\$ 1,195,409.35	\$ 1,476.22	\$ 4,044.72	\$ 32,338.05	\$ -	\$ (44,358.86)	\$ (29.52)	\$ 1,188,879.96
								\$ -
TELEVISION FUND	\$ 103,909.53	\$ 231.98	\$ 647.11	\$ -	\$ -	\$ (3,031.09)	\$ (4.63)	\$ 101,752.90
PEST CONTROL	\$ 316,593.28	\$ 891.32	\$ 1,275.09	\$ 56,756.14	\$ -	\$ (13,034.38)	\$ (17.84)	\$ 362,463.61
LODGING TAX	\$ 221,860.14	\$ -	\$ -	\$ 2,364.87	\$ -	\$ (11,572.80)	\$ -	\$ 212,652.21
SOLID WASTE	\$ 3,500,737.88	\$ 593.89	\$ 1,663.31	\$ 67,748.16	\$ -	\$ (45,094.14)	\$ (11.88)	\$ 3,525,637.22
SOLID WASTE CLOSURE	\$ 904,206.60	\$ -	\$ -	\$ 5,502.23	\$ -	\$ -	\$ -	\$ 909,708.83
CONSERVATION TRUST	\$ 351,221.59	\$ -	\$ -	\$ 148.65	\$ -	\$ -	\$ -	\$ 351,370.24
FAIR FUND	\$ 605,248.56	\$ -	\$ -	\$ 182,761.36	\$ -	\$ (378,380.92)	\$ -	\$ 409,629.00
CAPITAL IMPROVEMENT	\$ 4,668,015.21	\$ -	\$ -	\$ 209,884.97	\$ -	\$ (166,393.77)	\$ (4,159.53)	\$ 4,707,346.88
AMBULANCE FUND	\$ 109,143.56	\$ -	\$ -	\$ 80,275.75	\$ -	\$ (10,056.77)	\$ -	\$ 179,362.54
% TAX COLLECTED TO DATE								100.58%
TOTALS	\$ 28,786,289.82	\$ 32,671.93	\$ 90,528.53	\$ 1,401,553.35	\$ -	\$ (2,408,998.46)	\$ (13,050.11)	\$ 27,888,995.06

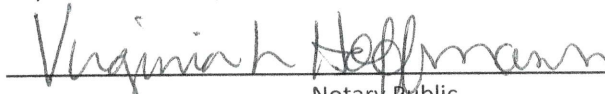
STATE OF COLORADO)
: ss.
COUNTY OF LOGAN)

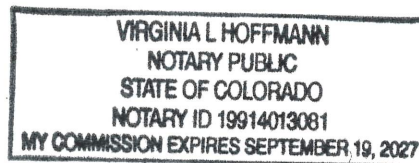
I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$96,865.89 for the month of AUGUST 2025 which amount includes taxes for the County and all taxing authorities within the Treasurer's jurisdiction. The total Treasurer's Fees collected on all of said taxes for the month of AUGUST 2025 is \$13,502.78 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 SEPTEMBER 2025, by Patricia Bartlett, Logan County Treasurer.
Witness my hand and official seal.

My Commission expires: September 19, 2027


Notary Public



Clerk Fees Collected 2025
August

<u>County Fees Retained</u>	<u>2024</u>	<u>2025</u>	
Recording Fees Retained	11,651.72	17,287.64	
Motor Vehicle Fees Retained	318,958.22	241,021.49	
Total	\$ 330,609.94	\$ 258,309.13	\$72,300.81

<u>Fees & Taxes Distributed</u>			
State of Colorado	263,393.45	263,044.23	
City of Sterling	44,324.10	38,403.09	
Town of Fleming	330.00	1,309.61	
Town of Crook	-	23.75	
Total	\$ 308,047.55	\$ 302,780.68	\$5,266.87

Fees Retained Year to Date \$2,702,731.09

Commissioners

LOGAN COUNTY SOLID WASTE DEPARTMENT--JOSH KLEIN, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR AUGUST 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	571.83	@ \$26.30	\$15,039.13
City of Sterling Dump Trucks	CL	144.86	@ \$26.30	\$3,809.82
General Public	A,CDBD,G,Y	51.57	@ \$26.30	\$1,356.29
Commerial (Packers & Roll Offs)	C	931.10	@ \$26.30	\$24,487.93
>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	618.47	@ \$39.30	\$24,305.87
Industrial Petroleum Contaminated Soil	IDPCS		@ \$39.30	\$0.00
Out of County	OC	27.32	@ \$49.47	\$1,351.52
Industrial Waste Out of County	IDOC	6.82	@ \$75.47	\$514.71
Rural Free Certificates	NC	78.18	NC	
All County Vehicles	NCC	26.21	NC	
No Charge Tire Weight	NCTW	1.47	NC	
TOTAL TONS		2457.83		
\$15.00 MINIMUM DIFFERENTIAL				\$1,769.28
\$30.00 MINIMUM DIFFERENTIAL				\$20.39
E-Waste Recycling		307 units		\$41.00
E-Waste Recycling	NCEW	1	NC	
Recycled E-Waste (Landfill)	REW	3.06	NC	
Outgoing Recycled Tires/Metal	RT/RM	5.80	NC	
R & B Illegally Disposed Tires & Matts	RBT	57	NC	
Car Tires (CHG)		82	@ \$5.00	\$410.00
Truck Tires (CHG)		2	@ \$8.00	\$16.00
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Appliances (CHG)		5	@ \$5.00	\$25.00
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized LDS	UNSEC/AUTH	1	@ \$20.00	\$20.00
Pulloff Loads	PULLOFF		@ \$15.00	\$0.00
Total # of Vehicles		896		
TOTAL OC & IDOC				\$1,886.62
TOTAL IN COUNTY				\$71,280.32
GRAND TOTAL				\$73,166.94

SIGNED BY:

DATE:

Josh Klein
9/1/2025

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Aug-25	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	306.24	1073.02	\$10,215.59
CHARGE	1434.90	2854.52	\$44,002.58
CITY OF STERLING	716.69	1436.04	\$18,948.77
TOTALS	2457.83	\$5,363.58	\$73,166.94

TONS THAT ARE SHIPPED OFF:	
RECYCLED METAL (SWAN)	2.90
RECYCLED METAL (BOHM)	
RECYCLED TIRES (RM)	2.90
SHIPPED OFF TOTALS	5.80

EWASTE TONS SHIPPED OFF:	
GEW	
RECYCLED EWASTE (LF)	3.06
SHIPPED OFF EW TOTAL	3.06

SIGNED BY:

DATE:

Kenny Berry
9/1/2025



August 25th, 2025

Attention: Rick Cullip

Reference: Logan County Fairgrounds Grandstands

We are pleased to provide pricing for the **Logan County Fairgrounds** located in **Sterling, CO** as follows:

Repair Scope

- This scope includes approximately 4300 SF of repair on the North and 6900 SF of repair on the South.
- Scrape existing pea size gravel to the middle of the grandstand for later use.
- Clean existing surface and repair any damaged locations found with the square footage.
- Apply New Cold App Adhesive over cleaned and repaired section and embed with existing pea size gravel.
- Once complete walk the entirety of the roof surface and make any repairs that are needed.
- The proposal includes hoisting, material, equipment, and labor.
- Work to be completed before rodeo events in late July.
- Includes FRRS 2-year workmanship warranty upon completion.

BASE BID: \$43,909.00

****In the event of a significant price increase in materials occurring between the date of this proposal and when the roofing work is to be performed, the contract sum, shall be equitably adjusted by change order in accordance with the procedures of the contract documents. A change in price will be considered significant when the price of an item increases 5% percent between the date of this contract and the date of installation.****

- Excludes: Substrate Preparation, Substrate Boards, Wood Blocking/Nailers, Plywood/OSB, Sheathing, Framing, Any lumber or Carpentry, Vertical Parapet Wall Insulation or Sheathing (Back of Parapet), Water Based or Low VOC Bonding Adhesive, Primers or Sealants, Temporary Roofing, Walkway Protection not specifically shown on Roof Plan, Insulation below roof deck or in Wall Cavity, Flood Testing of Roof System, Roof Hatches, Any Mechanical, Electrical or Plumbing Work, Deck Patching, Any Physical testing of Roof system including but not limited ASTM E907 & FM 1-52, Field Painting, Davis Bacon or Prevailing Wage rates, Engineering, Design & Layout Services, Demolition of any kind, Snow/Ice Removal, Snow/Ice Retention, Interior Protection, Permit Fees, Textura or Similar Payment System, Overtime or Double time wages, and Bonds Custom Colors, Venting, Equipment Curbs, Equipment Supports, Door and Window flashings, Through wall and other integrated Masonry flashings, Masonry Saw Cutting, louvers, Steel Grates, Splash Blocks, EFIS Flashings, Gas Line Stands or Slip-sheets, Soffit Panels and related flashings, Any Sheet Metal not specifically related to Roofing warranty

If you should have any further questions, please do not hesitate to contact me.

Sincerely,

Front Range Roofing

Hunter Heindselman

Hunter Heindselman

Project Manager



BETTER LINE ROOFING

Address : 39299 E 160th Ave. Keenesburg, CO 80643

Office contact: 303-886-8810

Date: 08/25/2025

PROJECT INFORMATION:

Name	Logan County Stadium Roof Repair
Address	1120 Pawnee Ave
City, State Zip	Sterling, CO 80751

CONTRACTOR'S INFORMATION:

Company	Better Line Roofing
Agent name / Title	Juan Alfaro, Project Manager
Email Address:	juanalfaro@betterlineroofing.com

PROPOSAL PRICE / SCOPE OF WORK

Quote Amount: \$18,900.00

Proposal Description

Roof Repairs to the existing 4-ply built up roofing system:

100sq of patch work required where exiting roof is heavily deteriorated. Includes spudding of existing surface to remove gravel, repair of all ply's in the area requiring patch, install flood coat and gravel. Includes the furnishing and install of an additional 50sq of gravel.

Quote includes a two year workmanship warranty.

145,738

43,989
60,718¹⁵

ALTERNATE PRICE & SCOPE

Quote Amount: \$156,500.00

Proposal Description

1. Roof Recover: Includes the removal of gravel on existing roofing system, and repairs to existing surface in preparation for the new layers.
2. Install a new layer of 1" polyisocyanurate over the 4-ply system, mechanically fastened to plywood decking.
3. Install a new layer of 5/8" DensDeck cover board, mechanically attached to decking. This additional weight will help with the roof's overall wind rating.
4. Install new 60mil white TPO membrane fully adhered per manufactures requirements. Includes new flashing on all existing details.

Quote includes a 20yr NDL manufacture warranty along a two year workmanship warranty.

General Notes

Project will be kept in a neat and orderly condition. We will furnish all license, insurances, equipment, materials and temporary facilities required.

Thank you for considering Better Line Roofing for this project, and we look forward to being of service to you. If you have any questions, please call us at (303) 886-8810

Respectfully Submitted,

Better Line Roofing, LLC

Juan Alfaro, Owner & Snr. PM



39299 E 160th Ave • Keenesburg, CO 80643 • Phone 303-886-8810 • www.betterlineroof.com

Contact References

Roof Tech Consultants – Gilbert Torres

Ph: 303-253-2651 – gilbert@rooftechconsultants.com

Apex Park and Recreation District – Mark Baird

Ph: 303-424-2739 – markb@apexprd.org

GSI Service Group – Ignacio Choza

Ph: 808-854-6818 – ichoza@gsisg.com

Wyoming Department of Transportation – Joshua Baker

Ph: 307-745-2140 – Joshua.baker@wyo.gov

Northeastern Junior College – Tracey Knox

Ph: 970-521-6643 – tracey.knox@njc.edu

Mesa County – Larry Kempton

Ph: 970-589-5172 – larry.kempton@mesacounty.us

City of Westminster – David Richards

Ph: 303-658-2502 – drichard@cityofwestminster.us

Roofing Consultant – Dave Carl

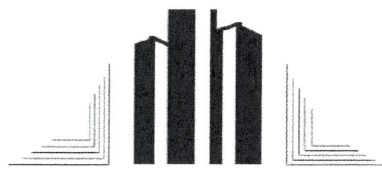
Ph: 720-721-2317

Roof Asset Management – Christian Oathout

Ph: 417-673-0147 or 913-915-2216

City of Arvada – Kim Vagher

Ph: 720-390-1428 - kvagher@arvada.org



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Contact References

Town of Basalt – Matt Wagner

Ph: 970-279-4469 – matt.wagner@basalt.net

Wood Lake Construction – Jeff Martinez

Ph: 303-669-0687 – jeff@woodlakecm.com

Plan One Architects – Darron Reuer

Ph: 307-514-4575 – dreuer@planone.com

State of Wyoming – Brion Griffith

Ph: 307-631-2505 – brion.griffith@wyo.gov

Stasis Design – Martin Crozier

Ph: 307-632-3144 – martin@stasisdesignwyo.com

City of Canon City – Leo Evans

Ph: 719-276-5291 – laevans@canoncity.org

City of Arvada – Brad Wyant

Ph: 720-898-7822 – bwyant@arvada.org

City of Trinidad – Jeremy Mascarenas

Ph: 719-846-9843 ext 128 – jeremy.mascarenas@trinidad.co.gov



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Completed Project and Contact References

Supreme Court House Roof Replacement

2301 Capitol Ave. Cheyenne WY. 82001

Owner: State of Wyoming – Brion Griffith – Ph: 307-631-2505 – brion.griffith@wyo.gov

Contact: Stasis Design – Martin Crozier – Ph: 307-632-3144 –
martin@stasisdesignwyo.com

Scope of work: 245 Squares – Reroof Building with 80mil PVC

Start Date: June 2024

Contract Amount: \$458,900

Completion Date: July 2025

Apex Simms Street Recreation Center Roof Replacement

11706 W 82nd Ave. Arvada CO 80005

Owner: Apex Park and Recreation District – Mark Baird – Ph: 303-424-2739 –
markb@apexprd.org

Scope of work: 180 Squares – Reroof Building with 60mil EPDM

Start Date: May 2024

Contract Amount: \$285,725

Completion Date: May 2024

Knowles Hall Roof Replacement

715 Landrum Ln. Sterling CO 80751

Owner / Contact : Northeastern Junior College – Tracey Knox – Ph: 970-521-6643 –
tracey.knox@njc.edu

General Contractor: Building by Design – Adam Wells- Ph: 970-842-5837

Scope of work: 130 Squares – Reroof Building with 60mil EPDM

Start Date: July 2023

Contract Amount: \$260,000

Completion Date: August 2023

Elk Mountain Maintenance Shop Roof Replacement

1523 N WY-72 Elk Mountain, WY 82301

Owner / Contact: Wyoming Department of Transportation – Joshua Baker – Ph: 307-745-2140 – Joshua.baker@wyo.gov

Scope of work: 150 Squares – Reroof Building with 80mil Tan PVC

Start Date: October 2023

Contract Amount: \$244,524

Completion Date: October 2023



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Completed Project and Contact References

Laramie Engineering Building Roof Replacement

3411 S 3rd St. Laramie, WY 82070

Owner / Contact: Wyoming Department of Transportation – Joshua Baker – Ph: 307-745-2140 – Joshua.baker@wyo.gov

Scope of work: 60 Squares – Reroof Building with 80mil Tan PVC

Start Date: October 2023

Contract Amount: \$84,826

Completion Date: October 2023

Mesa County Court House Old Administration Building Roof Replacement

544 Rood Rd. Grand Junction, CO 81501

Owner / Contact: Mesa County – Larry Kempton – Ph: 970-244-3229 – larry.kempton@mesacounty.us

Scope of work: 170 Squares – Reroof Building with 60mil TPO

Start Date: September 2023

Contract Amount: \$179,000

Completion Date: September 2023

Trinidad Power Plant Building

1925 E Main St. Trinidad CO 81082

Owner / Contact: City of Trinidad – Jermey Mascarenas – Ph: 719-846-9843 – jeremy.mascarenas@trinidad.co.gov

Scope of work: 128 Squares – Roof Recover with 60mil TPO

Start Date: April 2024

Contract Amount: \$162,243

Completion Date: April 2024

Indiana Shops SW Roof Replacement

6701 Indiana St. Arvada, CO 80007

Owner / Contact: City of Arvada – Kim Vagher – Ph: 720-390-1428 – kvagher@arvada.org – Additional contact: Brad Wyant – Ph: 720-898-7822 – bwyant@arvada.org

Scope of work: 70 Squares – Reroof Building with 80mil TPO

Start Date: December 2024

Contract Amount: \$106,279

Completion Date: December 2024



BETTER LINE ROOFING

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Completed Project and Contact References

Museum Roof Replacement

612 Royal Gorge Blvd. Canon City, CO 81212

Owner / Contact: City of Canon City – Leo Evans – Ph: 719-276-5291 –
laevans@canoncity.org

Scope of work: 60 Squares – Reroof Building with 60mil EPDM

Start Date: October 2024

Contract Amount: \$90,698

Completion Date: November 2024

NJC Cafeteria Roof Replacement

715 Landrum Ln. Sterling, CO 80751

Owner / Contact: Northeastern Junior College – Tracey Knox – Ph: 970-521-6643 –
tracey.knox@njc.edu

Scope of work: 70 Squares – Reroof Building with 60mil EPDM – Maintenance Service
two times per year

Start Date: July 2023

Contract Amount: \$139,033

Completion Date: August 2023

Indian Tree Golf Club House Roof Replacement

7555 Wadsworth Blvd. Arvada, CO 80003

Owner / Contact: Apex Park and Recreation District – Mark Baird – Ph: 303-424-2739 –
markb@apexprd.org

Scope of work: 150 Squares – Reroof Building with class 4 Shingles & TPO

Start Date: March 2025

Contract Amount: \$97,900

Completion Date: March 2025

Ralston Water Treatment Plant

6750 Dunraven St. Golden, CO 80403

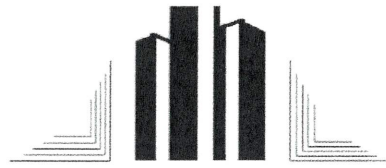
Owner / Contact: City of Arvada – Kim Vagher – Ph: 720-390-1428 –
kvagher@arvada.org – Additional contact: Brad Wyant – Ph: 720-898-7822 –
bwyant@arvada.org

Scope of work: 130 Squares – Reroof Building with 60mil EPDM

Start Date: February 2025

Contract Amount: \$104,000

Completion Date: February 2025



BETTER LINE ROOFING

39299 E 160th Ave • Keenesburg, CO 80643 • Phone 303-886-8810 • www.betterlineroof.com

Completed Project and Contact References

Trinidad Community Center Roof Replacement

1309 Beshoar Ave. Trinidad, CO 81082

Owner / Contact: City of Trinidad – Jermey Mascarenas – Ph: 719-846-9843 –
jeremy.mascarenas@trinidad.co.gov

Scope of work: 70 Squares – Reroof Building with 60mil TPO

Start Date: January 2025

Contract Amount: \$91,000

Completion Date: February 2025

Basalt Public Works Shop Roof Replacement

200 Fiou Ln. Basalt, CO 81621

Owner / Contact: Town of Basalt – Matt Wagner – 970-279-4469 –
matt.wagner@basalt.net

Scope of work: 70 Squares – Reroof Building with 60mil TPO

Start Date: March 2024

Contract Amount: \$85,500

Completion Date: March 2024

Loves Travel Stop #5718

7006 Hwy 160/491 Cortez, CO 81321

General Contractor: Venture Construction Company – Grant Garber – Ph: 913-642-2972
– grantg@ventureconstruction.com

Scope of work: 90 Squares – New construction roof install 60mil PVC

Start Date: October 2023

Contract Amount: \$112,494

Completion Date: October 2023

Sterling Communication Center Roof Replacement

421 N Fourth St. Sterling, CO 80751

Owner / Contact: City of Sterling – George Good – good@sterlingcolo.com

Scope of work: 20 Squares – Reroof Building with 60mil EPDM

Start Date: March 2024

Contract Amount: \$49,806

Completion Date: March 2024



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Completed Project and Contact References

City Hall Roof Restoration

4800 W 92nd Ave. Westminster, CO 80031

Owner / Contact: City of Westminster – David Richards – Ph: 303-658-2502 –
drichard@cityofwestminster.us

Scope of work: 200 Squares – Roof Restoration Coating

Start Date: August 2023

Contract Amount: \$79,000

Completion Date: September 2023

Quick Trip #4237

2338 W Belleview Ave. Littleton, CO 80120

General Contractor: Wood Lake Construction– Tanner Hoffman – Ph: 605-858-4694 –
tanner@woodlakecm.com - Additional contact: Ernesto Ramart – Ph: 720-584-1468 –
ernesto@woodlakecm.com

Scope of work: 56 Squares – New construction roof install 60mil TPO

Start Date: August 2024

Contract Amount: \$46,000

Completion Date: August 2024

Quick Trip #4297

1590 N Academy Blvd. Colorado Springs, CO 80909

General Contractor: Wood Lake Construction– Tanner Hoffman – Ph: 605-858-4694 –
tanner@woodlakecm.com - Additional contact: Ernesto Ramart – Ph: 720-584-1468 –
ernesto@woodlakecm.com

Scope of work: 56 Squares – New construction roof install 60mil TPO

Start Date: April 2025

Contract Amount: \$49,900

Completion Date: April 2025

Brakes Plus Woodmen

8134 Peony Heights Colorado Springs, CO 80918

Owner: City of Cheyenne – Wood Lake Construction– Tanner Hoffman – Ph: 605-858-4694 –
tanner@woodlakecm.com - Additional contact: Ernesto Ramart – Ph: 720-584-1468 –
ernesto@woodlakecm.com

Scope of work: 60 Squares – New construction roof install 60mil TPO

Start Date: June 2024

Contract Amount: \$80,074



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Completed Project and Contact References

Kum & Go #2244

450 Crossroads Blvd. Windsor CO 80550

General Contractor: Parkway Construction – Cody Thompson – Ph: 214-681-7800 – cthompson@pkwycon.com

Scope of work: 52 Squares – New construction roof install 60mil TPO

Start Date: April 2023

Contract Amount: 78,940

Completion Date: April 2023

Fire Station No.1 Roof Replacement

716 W 19th St. Cheyenne, WY 82001

Owner: City of Cheyenne – TJ Barttelbort – Ph: 307-773-1045 – tbarttelbort@cheyennecity.org

Architect: Plan One – Darron Reuer – Ph: 307-514-4575 – dreuer@planone.com

Scope of work: 180 Squares - Reroof Building with 60mil EPDM and Paver System

Start Date: September 2024

Contract Amount: \$339,000

DHE Warehouse Building C and F Roof Replacement

7076 S Alton Way Centennial CO 80112

Owner: Cotech LLC

Scope of work: 125 Squares – Reroof Building with 60mil EPDM 30yr Enhancements

Start Date: November 2023

Contract Amount: \$200,020

Completion Date: December 2023

Bacon Campus Roof Replacement

1405 Wellington Ave. Grand Junction, CO 81501

Owner: Hilltop Community Services – Lee Keeney – Ph: 970-244-0806 – leek@htop.org

Scope of work: 50 Squares – Reroof Building with 60mil TPO

Start Date: March 2023

Contract Amount: \$77,362

Completion Date: April 2023



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Completed Project and Contact References

GSI Office Roof Replacement

2336 Canyon Blvd. Boulder, CO 80302

Owner / Contact: GSI Service Group – Ignacio Choza – Ph: 808-754-6818 –
ichoza@gsisg.com

Scope of work: 65 Squares – - Reroof Building with 60mil EPDM

Start Date: April 2025

Contract Amount: \$78,000

Completion Date: April 2025

Del Norte HS Roof Replacement

815 Oak St Del Norte, CO 81132

Owner: Stan Johnson - Private Owner

Scope of work: 120 Squares - Reroof Building with BUR System

Start Date: April 2024

Contract Amount: \$100,000

Completion Date: May 2024

The Merk Roof Replacement

1280 Grand Ave. Del Norte, CO 81132

Owner: Stan Johnson - Private Owner

Scope of work: 130 Squares – Reroof Building with BUR System

Start Date: April 2024

Contract Amount: \$120,000

Completion Date: May 2024

Simple Foods Market Roof Replacement

680 Grand Ave. Del Norte, CO 81132

Owner: Stan Johnson - Private Owner

Scope of work: 40 Squares – Reroof Building with BUR System

Start Date: April 2024

Contract Amount: \$55,000

Completion Date: May 2024



ARAPAHOE

ROOFING & SHEET METAL INC.

1501 South Arthur Avenue
Louisville, CO 80027
Ph. (303) 466-7386 Fax (303) 466-7385
www.arapahoeroofing.com

August 21, 2025

Logan County Commissioners
315 Main Street, Sterling, CO 80751

Project Regarding: Stadium Roof Repair

Dear Logan County:

Arapahoe Roofing and Sheet Metal, Inc. have examined the existing roof system for **the above project** and propose the following options for your review and consideration:

BUR Roof System Repairs:

1. Power and hand spud gravel areas of wind damage to prep for ply repair sheets.
2. Existing roof assembly and slope to remain (plys and wood fiber board).
3. Prepare the surface for overlay with Johns Manville asphalt primer at repair locations.
4. Mop in (2) plies with hot asphalt at repair locations.
5. Flood coat with hot asphalt 3/8" pea gravel over repair locations.
6. Complete all detail work per Johns Manville's 20-Year System details.
7. Includes a building permit and a two-year workmanship guarantee.
8. Assumes project is tax exempt.

Base Bid: \$119,929.00

Alternate #1: Gravel Stop and Cap

- Remove and dispose of existing gravel stop and cap along edge of entire roof.
- Install 24-gauge pre-finished gravel stop and cap along edge of entire roof. (Color to be selected).

Alternate #1 Add to Base Bid: \$10,037.00

Exclusions:

- Excludes shop drawings, engineered shop drawings, asbestos removal, mechanical, plumbing, electrical, carpentry, deck replacement, replacement of wet insulation, window flashings and water and snow removal and removal of old roof other than gravel as needed.

Notes:

1. This pricing is based off Arapahoe's assumption that approximately 50% of the existing roof will need to be spud and reconditioned per site walk, wind damage and google earth imagery. New roof system is not necessary.
2. The proposal is based on site walk completed on 08/20 and existing roof conditions.
3. Removal of all trash and debris created by our work.
4. All material required to do a complete job.
5. All labor to perform the work done by Arapahoe Roofing employees only. (No subcontractors).
6. All necessary building permits and inspections.
7. All necessary **licenses**, taxes and **insurance**.
8. Arapahoe Roofing two-year warranty on materials and workmanship.
9. Manufactures warranty if one is provided.
10. Price based on a standard AIA 401 subcontract, or an agreed upon contract between owner, General contractor and Arapahoe Roofing.
11. The cost for the roofing materials included in this proposal are priced at today's quoted prices. Roofing material costs have shown and continue to be highly volatile and are priced at time of shipment. Material escalation increases may become necessary depending on prices at the time of construction.
12. Please note that the pricing outlined in this proposal is based on current tariff structures and import duties as of the date of submission. In the event of future tariff escalations or newly imposed trade duties that materially impact the cost of imported goods or materials relevant to this project, Arapahoe Roofing & Sheet Metal, Inc. reserves the right to adjust pricing accordingly. Should any such changes occur, we will provide prompt written notice and appropriate

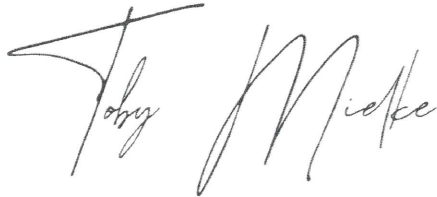
Date: 8/21/2025
Job Name: Stadium Roof Repair

documentation to support any proposed price adjustments. These modifications will be discussed collaboratively to determine a fair and equitable path forward.

13. This Price is good for 30 days.

Acceptance: The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract per the attached terms and conditions. (Standard AIA-401 Subcontract is not required for this project).

Arapahoe Roofing & Sheet Metal, Inc.



Toby Mielke, Project Manager/Estimator
E-mail: toby@arapahoeroofing.com
Mobile: (720) 877-1109

Owner/Customer

Signature: _____

Company Name: _____

Printed Name/Title: _____

Date: _____

Date: 8/21/2025

Job Name: Stadium Roof Repair

TERMS and CONDITIONS: The following terms and conditions are compliant with the "Residential Roofing Bill of Rights" also known as Colorado SB 12-038 and signed into law on June 6, 2012.

ARAPAHOE ROOFING AND SHEET METAL, INC. acknowledges the following:

Arapahoe Roofing will carry Workers Compensation and General Liability Insurance during the installation of this project. This proposal includes all material, labor, and equipment to complete the work outlined herein. All labor and materials shall be furnished in accordance with normal industry standards and industry tolerances for uniformity, color, variation, thickness, size, weight, finish and texture. Specified quantities are intended to represent an average over the entire roof area. Arapahoe Roofing will notify the customer of any unforeseen conditions which the roofing crew notices that may affect the work. The customer may then have the conditions corrected by either Arapahoe Roofing and Sheet Metal, Inc. under a change order, or by another qualified contractor. The customer acknowledges that Arapahoe Roofing and Sheet Metal, Inc. is neither an architect nor engineer and that only obvious defects will be reported. Repairs or replacement of pieces or areas of decking will be made as needed to provide an adequate substrate for roofing. This work will be performed on a unit price basis. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and color of panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by Roofing Contractor. The type of metal roofing panels specified can affect the degree of oil-canning. Roofing Contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. The work will be scheduled upon receipt of an acceptance. All work will be completed in a timely and workmanlike manner. Work will only be performed when weather permits quality application. Schedule adjustments may be necessary due to unworkable weather or circumstances beyond the contractor's control. There is no deposit required with this contract. Arapahoe Roofing's insurance agent is USI Insurance at 303-837-3500. Arapahoe Roofing cannot legally waive, pay, or rebate any insurance deductible in whole or in part. All payments will be held in construction trust as required by Colorado law.

A residential customer may rescind this contract within 72 hours from signing by presenting such written rescission to Arapahoe Roofing and Sheet Metal, Inc. corporate office electronically, in person, or by mail. ARAPAHOE ROOFING AND SHEET METAL, INC. DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY US. WE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY US. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST ARAPAHOE ROOFING AND SHEET METAL, INC., AND WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF ARAPAHOE ROOFING AND SHEET METAL, INC. NO OTHER PERSON HAS ANY AUTHORITY TO BIND ARAPAHOE ROOFING WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THE CUSTOMER acknowledges the following: No warranty, either express or implied is provided unless specifically outlined in writing elsewhere in this agreement. Arapahoe Roofing is not responsible for any existing conditions. Any and all warranties provided by Arapahoe Roofing and Sheet Metal, Inc. do not include patch work, partial reroofs, or tie-ins to adjacent roofs or wall surfaces, or any problem beyond the control of Arapahoe Roofing and Sheet Metal, Inc. If plans, specifications or other design documents have been furnished to Roofing Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Roofing Contractor is not responsible for loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Roofing Contractor from what is specified. The customer agrees to afford the company reasonable opportunities to remedy any deficiencies in the work through prompt notification of any leaks and by providing access to the work area. The customer agrees that documented leakage will be the sole and only basis of any legal action regarding deficiencies in the work. Are only valid to the extent caused by a negligent act or omission of Arapahoe Roofing or someone for whose acts Arapahoe Roofing is responsible, Damage resulting from other trades is not the responsibility of Arapahoe Roofing and Sheet Metal, Inc. Arapahoe Roofing and Sheet Metal, Inc.'s scope of work does not include the identification, detection, abatement, encapsulation or removal of asbestos or any other hazardous substance. If any such product or material is encountered and identified by anyone in the course of this work, Arapahoe Roofing and Sheet Metal, Inc. shall have the right to discontinue the work until such products, materials or hazards are removed or until it is determined that no hazard exists. Remobilization fees and time delays will be the responsibility of the customer. Arapahoe Roofing and Sheet Metal, Inc.'s scope of work does not include the identification or removal of mold or mold spores within the structure resultant from moisture either before or after the work of this subcontract. The Customer also agrees that no warranty, either express or implied, covers any mold or mold spore removal, and agrees to be fully responsible for any health conditions caused by mold or mold spores present either before or after the work of this contract. 6. The customer will provide access to the building and electricity and water, if required. The customer will relocate and provide protection and insurance for any expensive or unusual contents of the building. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Roofing contractor shall not be responsible for disturbance, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Arapahoe Roofing and Sheet Metal, Inc. is not responsible for interior or consequential damages occurring during the course of construction or during the duration of any warranty. Furthermore, all insurable events are not covered by any warranty described or provided herein nor by Arapahoe Roofing and Sheet Metal, Inc. The customer is responsible to have primary and noncontributory insurance coverage for the building and its contents during the course of construction and for the duration of the warranty. Maintenance of the building is the responsibility of the customer. This includes periodic professional inspection of the roof surface, caulking of sheet metal components, prompt correction of defects not covered by the warranty, if any, and prompt notification of any and all defects covered by any warranty. The following items of work are not included unless specifically itemized elsewhere in this proposal: (a) structural deck repair or replacement; (b) snow, ice, or moisture removal; (c) work of other trades including carpentry, painting, skylight replacement, plumbing, electrical, structural; (d) or the re-sloping of the roof surface through either tapered insulation or structural modification. Customer shall notify occupants and tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold

Date: 8/21/2025

Job Name: Stadium Roof Repair

Roofing Contractor harmless from claims of tenants who were not so notified and did not provide protection. The customer may accept this proposal either by signature, oral assent, authorizing the contractor to commence providing services, or making payments to the Contractor in consideration of services, and any of the above incorporate all of the terms of this proposal into the contract between the parties thereby formed. The customer acknowledges that payment for this work is due and payable regardless of any insurance proceeds the customer may receive or may not receive.

Moneys owed to Roofing Contractor shall not be withheld by reason of any damage or claim against Roofing Contractor covered by liability or property damage insurance maintained by Roofing Contractor or claims covered under builder's risk insurance. All payment is due upon completion and monthly unless otherwise spelled out in this proposal. Monthly progress billings will be issued during this job for material stored for this job and work done to date. A finance charge calculated at 1.5% per month (18% APR) will be added to the unpaid balance for all past due amounts. (Minimum charge: \$10.00) In the event this account becomes delinquent, reasonable attorney fees and collection charges will be paid by the customer. Any legal action brought as a result of this contract shall be filed in the courts located in Boulder, Colorado. Both parties agree that, the statute of limitations under this contract shall be 2 years after completion of the work and also that the statute of repose shall also be 2 years after the completion of this work. Completion shall be defined by the work of this contract being installed so that the structure can be used for the intended purpose.



P 303.286.8200
5485 Harlan St.
Arvada, CO 80002

ROOF REPAIR PROPOSAL

OWNER NAME: Logan County
Commissioner's Office

JOB NAME: Logan County Fairgrounds
Stadium Roof

ADDRESS: 315 Main Street

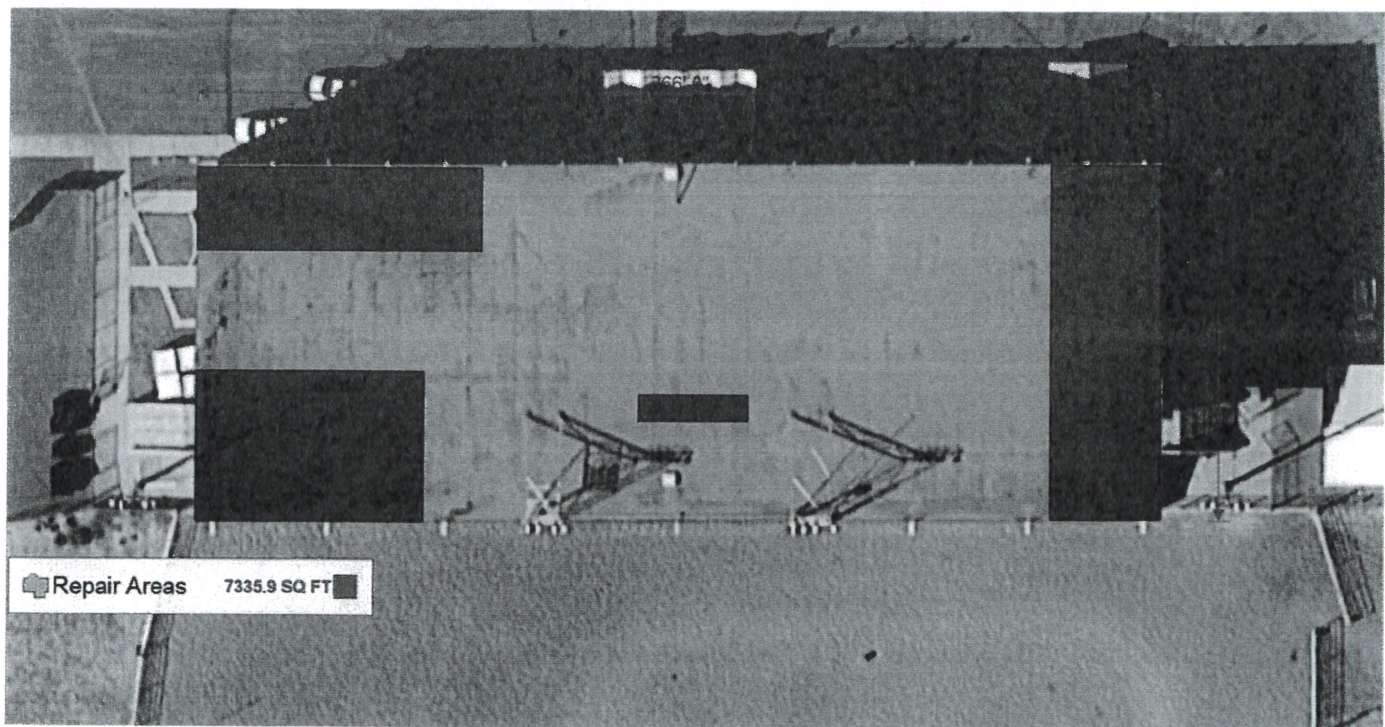
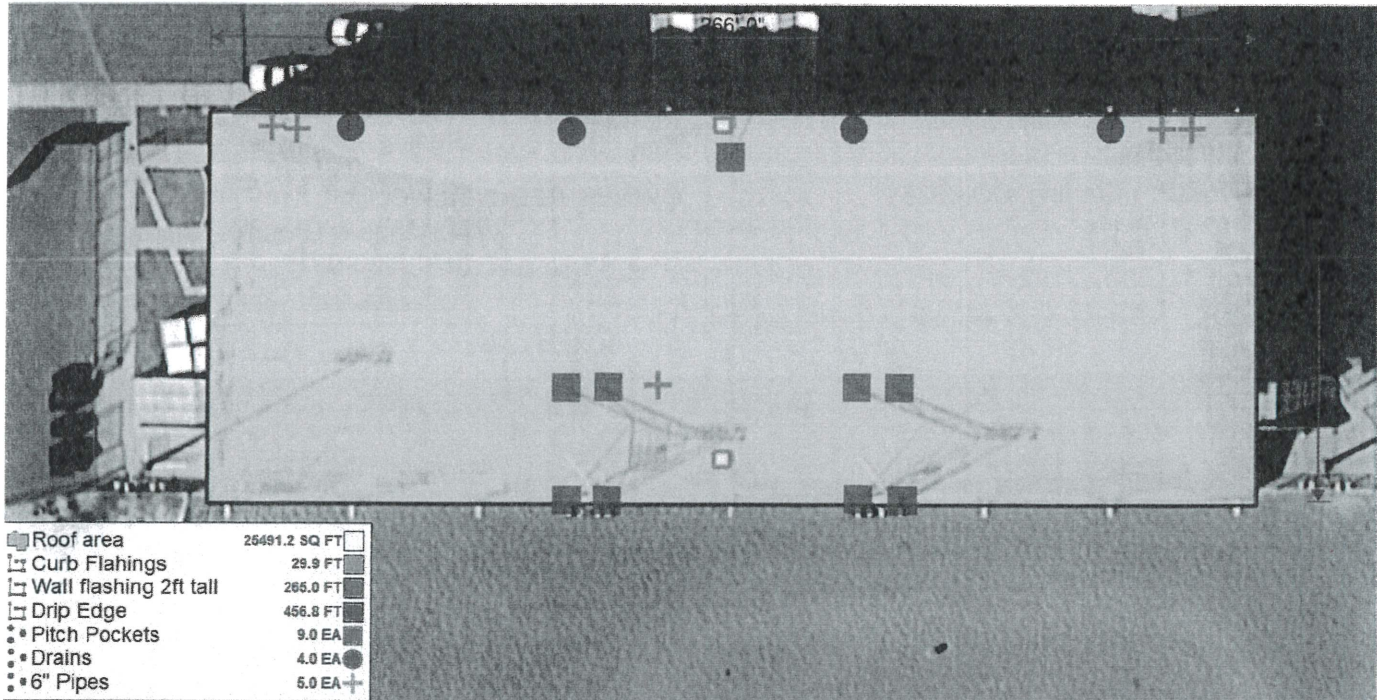
ADDRESS: 1120 Pawnee Avenue
Sterling, CO 80751

CITY/STATE/ZIP: Sterling, CO 80751

OWNER REP: Rick Cullip
Buildings & Grounds Supervisor
(970) 520-9919
RickC@LoganCountyCo.gov



ROOF MEASUREMENTS AND SCOPE DEFINITION





P 303.286.8200
5485 Harlan St.
Arvada, CO 80002

INSPECTION FINDINGS

SUMMARY OF INSPECTION FINDINGS

The gravel-covered BUR stadium roof shows **signs of aging and wear**. Multiple areas have **exposed plys and damage to the roofing assembly**. These issues appear to be the result of **prolonged exposure to the elements, high winds, and the overall age of the roof**.

ROOF REPORT CARD

Roof Section	Sq. Ft.	Membrane Condition	Flashings Condition	Sealants Condition	Overall Grade
Stadium	25,491	Poor	Poor	Poor	D

Grade definitions:

- A - recently installed roof; regular inspection and maintenance recommended and required by warranty
- B - healthy roof; regular inspection and maintenance recommended and required by warranty
- C - aging roof; regular inspection and maintenance recommended
- D - aging roof eligible for warranty extension or refresh via restoration
- F - failing roof; recover or replacement imminent

Roof Type/Assembly: Gravel BUR

Roof Age: 25+ years

Manufacturer: Unknown

SUMMARY OF RECOMMENDATIONS

Enclosed you will find our scope of work and price to correctly and safely install the **requested corrective repairs** to 7,336 square feet, or 28.8% of the roof. This should be regarded as a short-term solution. It is entirely possible that similar repairs to additional areas may be necessary in the coming year(s).

Alternatively, we have provided a scope and price for your consideration to fully **restore the entire roof with a fluid applied fabric reinforced restoration coating system**. There are several possible coating solutions. The one we recommend comes with a five (5) year workmanship warranty. There are 10+ year manufacturer warranty options available for a higher price. We would be happy to provide those to you upon request.

SCOPE OF WORK

EXHIBIT "A"

"Quality roof maintenance is the key to preventing problems and keeping the roof in watertight condition. Early identification and repair will help provide a long-lasting roof system and save the building owner money."
- National Roofing Contractors Association (NRCA)

REQUESTED SCOPE: OWNER-RESPONSIBLE CORRECTIVE REPAIRS ONLY

- ✓ Perform a visual roof inspection. Advise of any vandalism, damage, and/or open or leaking rooftop equipment.
- 1. Erect and maintain fall protection system and controlled access zone for the protection of the public or tenants of the building.
- 2. Load tools and materials onto the roof.
- 3. Install corrective repairs to openings that can allow water inside the building, specifically including:
 - a. Identify affected areas with exposed ply's.
 - b. Spud gravel from areas.
 - c. Blow and broom area for proper adhesion.
 - d. Repair any splits and cuts with cotton fabric and flashing cement.
 - e. Apply first layer of cold apply MOD BIT.
 - f. Apply fiberglass base sheet.
 - g. Apply a second and final layer of cold apply MOD BIT.
 - h. 3 course seams of new base sheet patch with cotton fabric and flashing cement.
 - i. Apply and properly spread new all-purpose gravel.
- 4. Clean job site and download all roofing related debris, tools, equipment, safety, etc.

Price to perform above scope correctly and safely is \$60,718.75. Price is valid for 30 days. Includes a one (1) year workmanship warranty on repairs made only.

Accept

Decline

ALTERNATE CONSIDERATION: FLUID APPLIED, FABRIC REINFORCED RESTORATION COATING SYSTEM

- 1. Conduct an onsite preconstruction meeting with all stakeholders. Determine plan to ensure a safe working environment for building occupants and rooftop workers, establish mutually agreeable equipment/material staging and loading areas, and determine an execution strategy to ensure a timely, minimally impactful completion of the work described herein.
- 2. Erect and maintain fall protection system and controlled access zone.
- 3. Load tools and materials onto the roof.
- 4. Broom, blow, and bag entire roof of debris. Download and haul away to landfill.
- 5. Remove any blisters, high ridging, and loose areas and nail down any splits in roof. Repair these areas with a three-course method using plastic roof cement and fiberglass web or polyester reinforcing fabric and asphalt emulsion.
- 6. Proactively seal all vents, pipes, drains, scuppers, and curbs by three-course method using plastic roof cement and fiberglass web or polyester reinforcing fabric and asphalt emulsion.
- 7. Install asphalt emulsion to the entire roof surface at a rate of three (3) gallons per 100 square feet.
- 8. While asphalt emulsion is still wet, embed a woven polyester mat in material and press polyester into the asphalt emulsion.
- 9. Install a base application of elastomeric roof coating to the entire roof surface at a rate of 1½ gallons per 100 square feet. Back-roll to assure proper adhesion.
- 10. Install a final application of elastomeric roof coating to the entire roof surface. Apply perpendicular to prior coat at a rate of 1½ gallons per 100 square feet.
- 11. Clean job site and download all roofing-related debris, tools, equipment, safety, etc.
- 12. Conduct a final inspection with all stakeholders. Resolve any punch list or close-out items in a timely manner.

One year after installation, we will inspect the roof and install any corrective repairs as needed, as well as provide the owner's representative with a proposal for annual inspection, cleaning, and maintenance per manufacturer warranty requirements. This program will maximize the useful life of the coating system and minimize opportunities for premature failure and leaks.

Price to perform above scope correctly and safely is \$139,435.77. Price is valid for 30 days. Includes a five (5) year workmanship warranty.

Accept

Decline

A BETTER VALUE: Corrective repairs, which should be considered a short-term solution, require a significant amount of labor to spud the embedded gravel from the roof. Based on the affected square footage, this option is \$8.28 per square foot. Alternatively, our proposed long-term solution of restoration coating (which comes with a five-year workmanship warranty on the entire roof) is \$5.47 per square foot. Compare both options to a full roof overlay (\$10 to \$15 per square foot) or replacement (\$20 to \$25 per square foot).

Exclusions: Mechanical, electrical, stucco, plumbing, carpentry, structural, asbestos abatement, or any other work not specifically noted above in Exhibit A.

Any repairs or alterations to this roof throughout the warranty period to be performed by Progressive Roofing. To request service or if you have questions, please email Ruben.Santacruz@ProgressiveUS.com or call (303) 913-7893.



P 303.286.8200
5485 Harlan St.
Arvada, CO 80002

SIGNATURE

Progressive Services, Inc. dba Progressive Roofing (hereinafter "Contractor" or "Progressive Roofing"), an Arizona, California, Colorado, Maryland, New Mexico, Ohio, Oregon, Texas, Pennsylvania, Utah, and Washington licensed contractor proposes to the perform in a workmanlike manner and in compliance with all applicable laws, statutes, ordinances, regulations, and rules, the roofing construction work described below ("Work") under Specifications for the Owner at the above referenced location.

- NATURE AND SCOPE OF WORK:** Progressive Roofing shall furnish the labor and material necessary to perform the roofing work described in the Scope of Work, attached as Exhibit A. Progressive Roofing does not provide engineering, consulting, or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Progressive Roofing assumes no responsibility for structural integrity, compliance with building codes or design. The owner warrants that any plans, specifications, or other design documents that have been furnished to Progressive Roofing are sufficient and conform to all applicable laws and building codes. Progressive Roofing is not responsible for any loss, damage, or expense due to defects in plans or specifications or building code violations. The owner warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. The contractor is not responsible for location of roof drains, adequacy of drainage or ponding of water on the roof. All roofs should have positive drainage.

TOTAL CONTRACT PRICE FOR THE ABOVE	SEE INCLUSIONS
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- CONTRACT PRICE:** Progressive Roofing proposes performing the work in accordance with the above specifications and the Scope of Work (Exhibit A) for the price listed above. The Contract price is payable as follows: unless stated otherwise on this proposal or otherwise agreed upon in writing, Owner shall pay a 30% down upon signing agreement. Progressive Roofing shall provide invoices for progress payments. Progress payments shall be made based upon the percentage completed. 95% of the contract price must be paid at or before substantial completion and the final 5% is due upon presentation of warranty and any other documents that are required by this Contract. The deposit is due upon signing. All other payments shall be due within 10 days of the invoice date. Each invoice shall show the percentage of completion of the Works. The owner agrees to pay a late fee equal to 1.5% per month on all past due invoices under this Proposal and Contract.
- TERMS AND CONDITIONS:** The terms and conditions set forth herein attached are part of this Proposal and Contract. Owner acknowledges receipt thereof.
- CONTRACTOR'S RIGHT TO RESCIND:** Contractor reserves the right to withdraw or revise this Proposal until such time as Owner communicates his acceptance to Contractor. This proposal may be withdrawn after communication of acceptance where an error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated below if not earlier accepted, revised or withdrawn.
- ACCEPTANCE:** Acceptance of this Proposal by Owner shall be acceptance of **all TERMS AND CONDITIONS recited herein**. Upon acceptance, this Proposal shall become a binding contract between the Contractor and the Owner. This Proposal and the plans, specifications, and other documents, if any referenced in this proposal shall constitute the entire agreement between the parties.

Respectfully Submitted by,

Ruben Santacruz
Progressive Roofing
(303) 913-7893
Ruben.Santacruz@ProgressiveUS.com

Proposal Date: 08/20/2025

Accepted by,

Signature (check one): () Owner; () Owners Agent

Name: _____

Title: _____

Date: _____

TERMS AND CONDITIONS

1. **Commencement of Work.** Contractor will promptly begin work as soon as notified by Owner, but only after Contractor has delivered to Owner a Certificate of Insurance and Owner files with Contractor proof of builder's risk and property insurance pursuant to Section 2. Contractor shall perform the Work as expeditiously as is consistent with good construction practices and in accordance with any production schedules that may be agreed upon by Owner and Contractor. Contractor shall perform the Work in compliance with all applicable federal, state and local statutes, ordinances, rules and regulations.
2. **Insurance.** Progressive Roofing ("Contractor") shall carry worker's compensation, automobile liability, commercial general liability and such other insurance as required by law. The contractor will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage, upon request. Owner shall purchase and maintain builder's risk and property insurance, covering fire, storm, vandalism, theft, and other perils, including the labor, material and equipment furnished by Contractor, until the job is completed and accepted, and Contractor's equipment is removed from the premises and final payment is made to Progressive Roofing. Owner must provide Progressive Roofing a copy of each policy before Progressive Roofing commences work under this Contract. Each policy must contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced until at least 30 days' written notice has been provided to the Contractor.
3. **Additional Insured.** If Owner requires and Contractor agrees to name Owner or others as an additional insured on Contractor's liability insurance policy, Owner and Contractor agree that the naming of Owner or other parties as an additional insured will apply only to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and does not and is not intended to make the Contractor's insurer liable for claims that are due to any fault of the additional insured.
4. **Asbestos and Toxic Materials.** This proposal and contract is based upon the condition that the work to be performed by Contractor will not involve asbestos-containing or toxic material and that Contractor will not encounter or disturb such materials during the course of performing the roofing work. The contractor is not responsible for expenses, claims or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material. If Contractor encounters such materials, Contractor shall be entitled to reasonable compensation for all additional expenses incurred as a result of the presence of asbestos-containing or toxic materials at the work site.
5. **Ponding of Water.** The contractor is not responsible for ponding of water that may occur, adding drains or for correcting existing roof surfaces to eliminate ponding or collection of water unless specifically included in the Specifications section on the face of this proposal. All roofs must have positive drainage.
6. **Changes in the Work and Extra Work.** The owner may order changes to the Work pursuant to a written Change Order signed by both the Owner and Contractor. The total contract price will be adjusted to reflect the Change Order and the price will be agreed upon in writing by the Contractor and Owner before the Contractor performs work pursuant to the Change Order. Any penetration through the roofing to be installed by the Contractor not shown on the plans provided to Contractor prior to submittal of this proposal will be considered an order for extra work and the total contract price will be adjusted accordingly.
7. **Availability of Site.** Owner shall provide Contractor with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water, or debris to allow continuous full operation until job completion. The expense of water removal and any extra trips by Contractor to the job because of the job not being ready for roof application after Contractor has been notified to proceed will be charged as extra work pursuant to Paragraph 6.
8. **Disclaimer of Liability.** Progressive Roofing shall not be liable for any claims, causes of action, costs, damages (property, personal injury, consequential, etc.), or any expenses (including attorney fees) whatsoever attributable to leaks (interior or exterior) or other roof conditions that **are not explicitly** within Progressive Roofing's scope of work defined herein. Furthermore, Customer agrees to indemnify Progressive Roofing and hold Progressive Roofing harmless from any such claims, causes of action, costs, damages, or expenses (including attorney fees).
9. **Site Conditions.** Contractor is not responsible for additional costs due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. The raising, disconnection, or re-connection of any mechanical equipment on the roof that may be necessary for the Contractor to perform the roofing work shall be performed by others or treated as extra work pursuant to Paragraph 6.
10. **Damages and Delays.** Contractor is not responsible for damage done to Contractor's work by others. Any repair of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor is not responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment, or labor; changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work; provided however, that such extension of the time for completion shall be net of any delays caused by or due to the fault or negligence of Contractor or which are otherwise caused by Contractor. Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal. Any claim for extension of time shall be made within ten (10) days after the commencement of the delay; otherwise, it shall be deemed waived.
11. **Electrical Conduit.** The contractor's price is based upon there not being an electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Owner will indemnify Contractor from any personal injury, damage, claim, loss, or expense (including attorneys' fees and costs) resulting from the presence of electrical conduit, shall render the conduit harmless to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time, labor and expense resulting from the presence of such materials.

12. **Contractor's Right to Stop Work or Terminate Contract.** The failure of Owner to make proper payment to Contractor when due shall entitle Contractor, at its sole discretion and without prejudice to any other remedy Contractor may have, to suspend all work and shipments, including furnishing warranty, until full payment is made or to terminate this contract. Owner agrees that in event Contractor stops work pursuant to this provision, the contract sum due to Contractor shall be increased by the amount of Contractor's reasonable costs of shut-down, delay and start-up. Contractor shall provide seven days' written notification before terminating this Contract. Owner agrees that in the event Contractor terminates this Proposal/Contract, Contractor is entitled to recover payment for work performed and proven loss with response to materials, equipment, tools, overhead, profit, and damages applicable to the Work. The contractor is not responsible for any loss, damages, additional costs or other expenses to the Owner resulting from the Contractor's stopping work or terminating this Contract pursuant to this clause.
13. **Termination by Owner.** The Owner may terminate this contract with seven days' written notice if Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or Contractor is guilty of a substantial breach of this Agreement.
14. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours, excluding weekends and national holidays. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Owner.
15. **Interior Protection.** The owner acknowledges that re-roofing of an existing building may cause disturbance, dust, or debris to fall into the interior and possibly, if hot asphalt or pitch is used, drippage may occur depending upon deck conditions. The owner agrees to remove or protect property directly below the roof to minimize potential interior damage. The contractor is not responsible for disturbance, damage, clean-up, or loss to interior property. Owner shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Owner agrees to hold Contractor harmless and indemnify from claims of tenants who were not so notified and did not provide protection.
16. **Warranty.** Contractor's work will be warranted by Contractor in accordance with its standard warranty, which is made a part of this proposal and contract and incorporated by reference.
17. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. The contractor SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. The acceptance of this proposal by the Owner signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor for all defects in workmanship furnished by Contractor.

A manufacturer's warranty shall be furnished to Owner if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, the Owner shall have recourse only against the manufacturer of such material.
18. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Owner to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act or omission which is the basis of the back charge.
19. **Price Volatility.** The construction industry is currently experiencing rapidly escalating prices and material availability problems beyond the Contractor's control relating all roofing related productions, including but not limited to steel and other metal construction products and Asphalt, isocyanate, and asphalt-related products. Because of the difficulty in obtaining firm prices from suppliers, Progressive Roofing cannot provide fixed, firm prices for roofing-related products. If there is an increase in the price of roofing-related products charged to the Contractor after making this Proposal/Contract, the price set forth in this Proposal/Contract shall be increased to reflect the additional cost to the Contractor upon Contractor's submittal of submit written documentation of the increased charges.
20. **Materials.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture and performance standards. Specified quantities are intended to represent an average over the entire roof area. The contractor is not responsible for the actual verification of technical specifications of product manufacturers, i.e., R value or ASTM or UL compliance, but rather the materials used are represented as such by the material manufacturer. Metal Roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. The contractor is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
21. **Mold.** The contractor is not responsible for indoor air quality including growth of mold. Owner shall hold harmless and indemnify Contractor from claims, including claims of tenants and occupants, due to indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.
22. **Fumes and Emissions.** Owner and Contractor acknowledge that asphalt will be heated by Contractor, odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. The owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. The owner is aware that roofing products emit fumes, vapors, and odors during the application process. Owner shall hold Contractor harmless and indemnify from claims relating to fumes and odors that are emitted during the normal roofing process.
23. **Arbitration.** If a dispute shall arise between Contractor and Owner with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, such dispute shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. In the event of arbitration, the losing party shall be liable for the reasonable attorneys' fees and costs incurred by the successful party.
24. **Waiver of Consequential Damages.** The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes but is not limited to: damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraphs 11 or 12.



P 303.286.8200

5485 Harlan St.

Arvada, CO 80002

25. **Costs of Collection.** If Contractor incurs any expenses in collecting money due under this contract, including but not limited to attorneys' fees and costs, Owner shall reimburse Contractor for all such expenses. The contractor is entitled to interest at the rate of 1.5% per month on all amounts not paid when due.
26. **Entire Agreement/Modification.** This Proposal/Contract represents the entire agreement between Owner and Contractor with respect to the subject matter of this agreement and supersedes all prior negotiations, either written or oral. This Proposal/Contract may be amended only in writing signed by both the Owner and Contractor.
27. **Venue and Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of laws principles. The venue for the resolution of any dispute under this Proposal and Contractor shall be Maricopa County, Arizona. Waiver of breach or default shall not constitute waiver of any subsequent breach or default.
28. **Authority and Reliance.** Contractor and Owner each warrant and represent that: (i) they have relied upon their own judgment regarding the consideration for and language of this Agreement; (ii) they have been given the opportunity to consult with legal counsel regarding the terms of this Contract; (iii) they understand this document and have obtained answers to questions that have been raised about the document; and (iv) no statements made by the other party have in any way coerced or unduly influenced either party to execute this Contract. Contractor and Owner acknowledge that this Contract is written in a manner that is understandable that they have read all of the paragraphs of this Contract. Each party further acknowledges that they are entering into this Contract freely, knowingly, voluntarily, and with a full understanding of its terms. Each party warrants and represents that the party is not relying on counsel for any other party for the performance of any task, provision of any service or rendering of any advice for any purpose whatsoever, but instead is relying solely and exclusively on the party's own counsel for all matters relating to the terms of this Contract.



SUMMIT

Construction and Consulting

Logan County Fairgrounds Proposal



720.761.9468



GM@Summit-CC.Com



1001 Bannock Street Denver, CO 80204



Scan for Website

Stadium Roof Repair

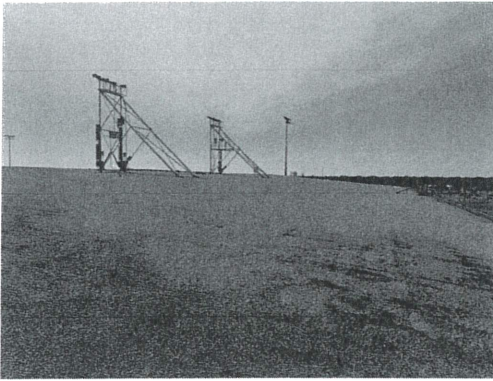


Photo Description: Roof Surface: Facing South



Photo Description: NW Corner of Roof:
Damaged flashing and ponding water

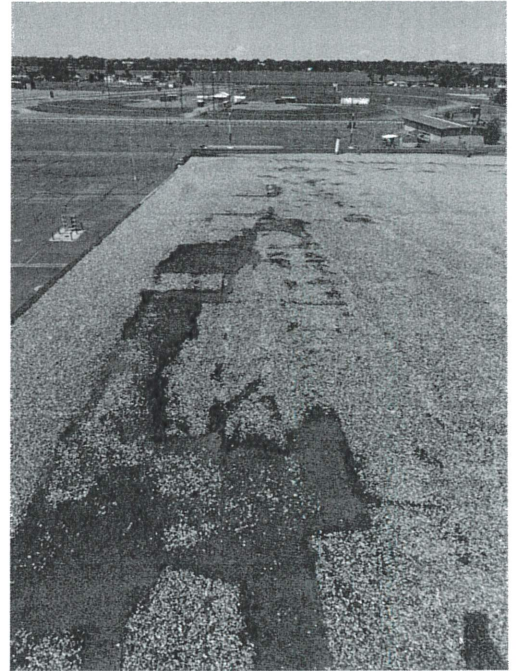


Photo Description: South End of Roof:
Exposed felt

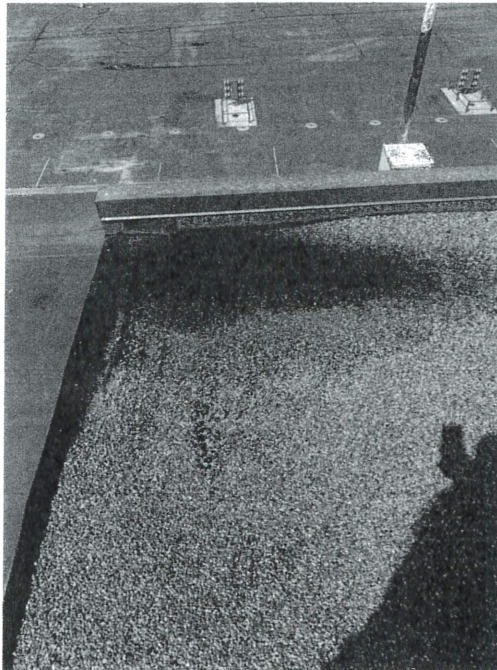


Photo Description: SW Corner, a leak is present here



Photo Description: SW Corner, Underside:
Metal corrosion due to roof leak

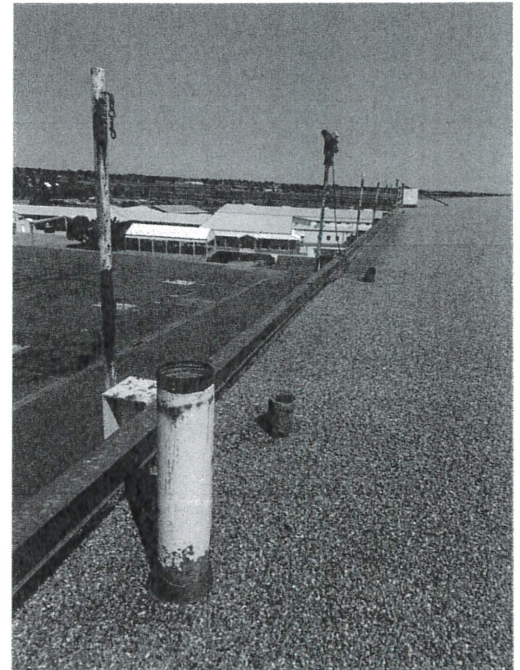


Photo Description: West Side: Missing cap,
and damaged parapet wall flashing



Inspection Summary

Below is a summary of our findings from the inspection on 8/18/25

1. Surface Condition

Observation: Multiple bald spots were observed across the field of the roof, with exposed felts visible in numerous areas. The damage is consistent with wind uplift and gravel displacement, likely due to a recent wind storm.

Why It Matters: The absence of gravel surfacing exposes the asphalt and felts to UV degradation, accelerated aging, and moisture intrusion. This compromises the weatherproofing capability of the roof and increases the risk of blistering, cracking, and water entry into the roofing system.

2. Drainage System

Observation: Drains appear aged and degraded, with signs of cracking and deteriorated sealant around the drain bowl. Evidence of standing water and debris accumulation was also noted near the low points. One missing drain noted, currently an open hole exposing layers and fiberboard insulation.

Why It Matters: Compromised drains reduce effective water evacuation, leading to ponding water, which can soften the asphalt, add weight to the structure, and lead to moisture infiltration through seams or weak areas.

3. Flashings and Penetrations

Observation: The flashing cap along parapet wall (West side) and shows clear wind damage, including uplifted sections and visible gaps where flashing is no longer sealed.

Why It Matters: Damaged flashing leaves the system exposed to wind-driven rain, increases the risk of leaks, and can allow water to travel behind the membrane

4. Evidence of Water Intrusion

Observation: Rust was observed on the metal decking beneath the north and south drains, indicating active leaks from above.

Why It Matters: This confirms water has breached the roofing system and is compromising structural components, requiring repair to prevent further damage.



Repair Recommendation

Manufacturer guidelines suggest localized repairs are suitable when less than 25–30% of the system is damaged and the rest remains sound. If damage is widespread or the roof is beyond 75% of its life, a full replacement is recommended. While a full replacement is ideal, we understand the County's goals and propose targeting failures to restore watertightness and limit further damage.

Repair Actions

1. **Surface Repairs**

- Remove gravel at bald spots
- Patch exposed felts with new hot-mopped plies
- Reinstate gravel surfacing
- Install new gravel to replenish the protective layer, where needed

2. **Drainage Repairs**

- Replace missing drain assembly with either a new drain, or patch at your discretion.
- Reseal degraded drains and improve flow
- Clear debris and address ponding areas

3. **Flashing Repairs**

- Reseal or replace damaged flashing cap (west parapet)
 - i. Final approach to be confirmed with client prior to proceeding
- Reseal wall and penetration transitions using mastic and reinforcing fabric

4. **Leak and Metal Decking Remediation**

- Repair areas near north and south drains where rusting indicates leaks
- Remove wet material and restore waterproofing layers
- Assess metal decking corrosion near North and South drains during construction
 - i. If metal decking is salvageable, seal and treat to prevent further corrosion, then patch the roof system.
 - ii. If metal decking is too corroded to seal, replacement will be required
 - 1. Final approach to be confirmed with client prior to proceeding

Limitations

- This is not a full-system replacement or restoration
- Repairs address current known issues only
- Workmanship Warranty covers only repaired areas and excludes damage caused by leaks from unrepaired sections.



**Summit Construction
and Consulting**
1001 Bannock Street
#422
Denver, CO 80204
Phone: (720) 761-9468

Stadium Roof Repairs

08/25/2025

Rick Cullip
Logan County Fairgrounds
315 Main Street
Sterling, CO 80751
(970) 520-9919

Roof Repairs

	Price
Roofing System Repairs	\$43,857.14
Repair sections of roof as identified, including the perimeter to reseal the roofing system at edges to prevent water seeping under. - Sections identified include areas where gravel has been blown off the roof, exposing the system under the ballast, and ponding areas at the NW, and SW corners. - Includes adding new ballast as necessary - Includes all preparation, materials, equipment, and labor to repair the existing roof. - Includes setup, tear down, and disposal of debris - Includes Logan County Permit Fee	
Telescopic Boom Lift	\$4,933.16
Boom lift required to move materials onto the roof surface for repairs. This includes 5 days of use, billed at week rate.	
Disposal	\$758.93
20 yard dumpster	
Suggested Repairs	\$0.00
Parapet Wall Cap Maintenance - \$550 - Add all new screws to cap, and seal at seams to protect the vulnerable roofing system beneath. It is currently pulled away at seams and wall surface in several locations. Approx 265ft	
Drain Maintenance - \$1,000 - Drains are currently leaking and need to be re-flashed, this includes removing 4 drain caps and clamp ring to remove and replace the flashing inside.	
Known Leak Area Restoration - \$1,750 per section - NW, and SW corners are compromised, and spongy underfoot. We recommend removing approximately 8x8 sections of the existing roofing system, down to the decking, repairing the metal decking by cleaning/sealing and restoring these areas with new roofing materials to match the existing build. We are hopeful the metal decking can simply be cleaned/sealed, if it does need replacement, this cost would be around \$500 per 8x8 section. If less of an area is resected, this cost would decrease, and the opposite would also be true. Size to be determined during construction, with approval.	
Insurance Claim Aid	\$0.00
If any scope items qualify for an insurance claim supplement, Summit will prepare and file the paperwork if desired. We collaborate with insurance on many projects and can assist where necessary.	

TOTAL **\$49,549.23**

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: 9/8/25

Event / Project: I80/I76 Travel Guide

Responsible Party: (Signature) Marilee Johnson

Funds Payable to: (Organization) Community Publishers

Mailing Address: 706 Kennedy #8, Grand Island NE 68803

Date(s) of Activity: 2026 – Two-page spread inside back cover, 140+ distribution spots

Amount requested: \$1,990

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 must also be displayed on the website of the grant recipient when applicable.
7. The Board requires in-person or written follow-up report within 90 days after the event.
8. **FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD AFFECT FUTURE FUNDING.**

Guidelines for Requesting Funds From the Logan County Lodging Tax Board

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

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

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

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

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

THANK YOU!!

THIS PART OF FORM TO BE COMPLETED BY LODGING TAX BOARD

The Logan County Lodging Tax Board requests approval from the County Commissioners in the amount of \$ 1990⁰⁰ for the activity outlined in this request with the understanding that the funds will be used as described.

LCLTB Endorsement: Russell [Signature] Date: 9-8-2025

LCLTB Treasurer's Endorsement [Signature] Date: 9/8/25

Logan County Commissioners approve the amount of \$ _____

Commissioners Endorsement _____ Date: _____

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 16th day of September, 2025 by and between the County of Logan, State of Colorado, hereinafter called "County", and Don Fritzler 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):

diagonally across CR 16.5 and C.R. 31

in Sec. 28 + 27 - T 7 N - R 53 W; and

WHEREAS, Applicant desires to install and construct a Pipe line, which will be located (**Circle One**) along, bore under, or trench across CR 16.5, 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 pipe line, described above, in the right of way of the road, 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 9-30-2026.
- ☒ 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

Name _____ Printed

Signature _____

Land Owner #2

Name _____ Printed

Signature _____

Individual Right-of-Way Permit Applicant:

Don Fritzler
Printed name

Don Fritzler
Signature

Address: 15848 C.R. 16.5
Atwood Co. 80722

Phone: 970 571 3657

Email: _____

Application Fee Paid _____

Date _____

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

THE BOARD OF COUNTY COMMISSIONERS

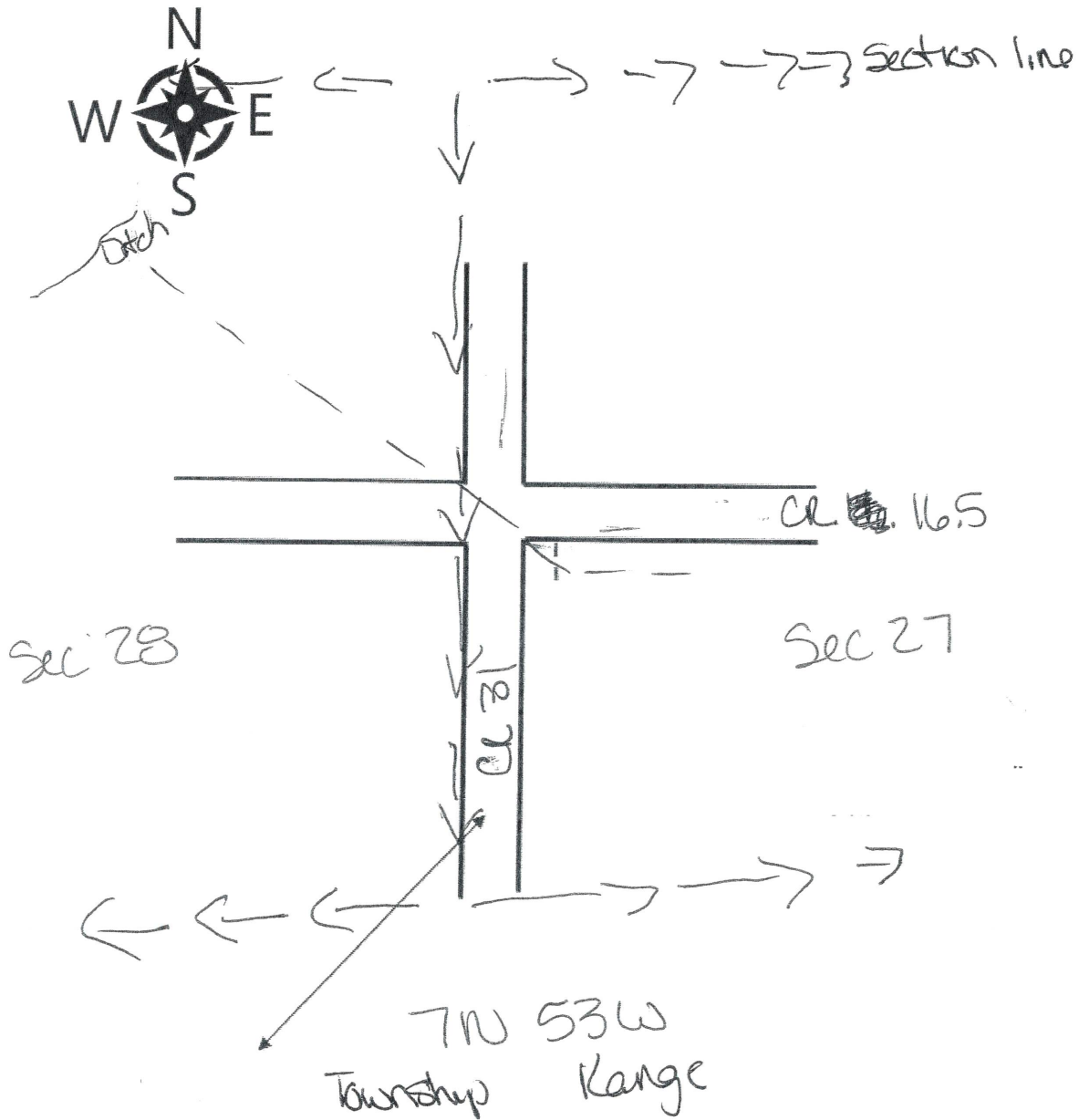
LOGAN COUNTY, COLORADO

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

(Please create in Black and White)



Fritzler, Don & Mary
Right of Way

ROW2025-9 September 2025
CR 16.5 & CR 31, Atwood

MASTER ROAD USE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025, by and between the County of Logan, State of Colorado, hereinafter referred to as the "County", and Pivot Solar 54 LLC, of 1601 Wewatta St #700, Denver, CO 80202, hereinafter referred to as "Company".

WHEREAS, the Company wishes to construct, maintain, and operate a solar facility in Logan County, hereinafter referred to as the "Project"; and

WHEREAS, completion of the Project shall involve the use of one or more County roads; and

WHEREAS, the Company's employees, affiliates, contractors, subcontractors, workforce and related service companies, and other agents, may utilize equipment and heavy vehicles in a significant number and / or that are recognized as being above existing limits set by the County in weight, height, and / or width on County Roads in connection with the above described Project; and

WHEREAS, the Company's use of County Roads may cause impacts which require mitigation and repair to ensure the public's continued ability to use the affected County Roads; and

WHEREAS, the powers given to the Board of Commissioners of each county includes the authority to create and maintain county roads (C.R.S. 30-11-107 and other statutory authority); and

WHEREAS, the County wants to ensure the maintenance and safe operation of the Company while using designated County Roads and the Company is agreeable to the provisions set forth herein for such purpose:

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to allow the Company's regulated use of the affected County Roads while protecting the traveling public from potential damage or potentially dangerous conditions to the roads being used. This Agreement is intended to engage both the County and the Company in an effort to avoid damage to Roads and Appurtenances and to minimize interruptions to the traveling public. The parties acknowledge that this Agreement is entered into in order to address any issues that may arise with the Company's use of the County Roads, including but not limited to the following:
 - a. That a Haul Route shall be agreed to and enforced by the County and the Company.
 - b. That in the event there is damage from the use of County Roads in the Haul Route for the hauling or moving of goods, equipment, or materials, those parties responsible for such damage are held accountable.
2. **DEFINITIONS OF TERMS USED IN THIS AGREEMENT.** The following definitions shall or may be relevant for this Agreement:

"Appurtenance" means a sidewalk, ditch, or- any type of wall, fence guardrail, curb, pavement marking, traffic control device, illumination device or barrier adjacent to or in, along or on a County Road, or any construction, obstruction, erection or any situation, arrangement, or disposition of any earth, rock, tree, or other material or thing adjacent to or in, along, or on a road that is not the traveled portion of the road.

"Company" means Pivot Solar 54 LLC, and all of its agents, affiliates, employees, contractors, subcontractors, vendors and suppliers

"County Road or Road" means a roadway under the direction, control, and management of the County, including (1) a developed road on which improvements such as grading or surfacing have been made for the purpose of public access and included any Appurtenance, and including any bridge forming part of a County road and any structure incidental to a County or public road, and (2) an undeveloped surveyed road allowance or road plan, including primary, secondary, and secondary unmaintained roads as identified on the Logan County Road Map.

"Haul Route" means those roads identified in the map submitted by the Company and agreed to by the County as to those County Roads to be used by the Company to move or haul goods, equipment, and materials used in the Project. The map, attached hereto and identified as Exhibit A, may be updated from time to time by mutual agreement of the parties, and if so updated, shall be attached as a new Exhibit A.

3. **TERM.** This Agreement shall commence upon the date that both parties have signed this Agreement, hereinafter referred to as the "Effective Date". The Company represents that construction of the Project in Logan County shall be completed no later than twenty-four (24) months from the date of this agreement. The provisions of this Agreement, the provisions respecting liability and indemnification, to the extent of liabilities may have accrued prior to the termination, and provisions respecting settlement of accounts, shall remain in full force in accordance with their terms. All applicable County Roads on the Haul Route shall be restored and returned to "Original" (as defined below) or better condition by the completion date set forth in this paragraph. The County may, at its discretion, extend the completion date and County Road restoration requirement upon good cause shown by the Company. Approval of a request from the Company to extend the completion date shall not be unreasonably withheld, conditioned, or delayed by the County.
4. **COUNTY ROAD USE / HAUL ROUTE.** The County shall cooperate with the Company to establish a Haul Route which shall be the designated County Road or Roads used by the Company to move goods, equipment, and materials for the Project. Upon agreement the Haul Route shall be identified on Exhibit A attached hereto and incorporated by reference. Use of the Haul Route by the Company may commence following a pre-inspection of the proposed route and a written report from the Company as to the current condition of the road (which shall serve as the "Original" condition for purposes of this Agreement) and the County expectations. The pre-inspection shall be done by the Company within thirty (30) days before the planned start of construction. The pre-inspection shall include a video of the then condition of the County Road or Roads prior to use by the Company.

In the event that the Haul Route is to be used by another company, or project, during the term of this agreement, the Company commits to engage in good faith negotiations to reach a multi-company agreement, with the County, to mutually allocate responsibilities and liabilities between the respective Companies or Projects.

The Company shall only use the Haul Route Roads to move/haul goods, equipment, and materials related to the Project using commercial vehicles. The County and the Company agree to cooperate in the installation or placement of speed and other signage along the Haul Route, as determined necessary by the County Sheriff and County Road Supervisor. Signage shall be utilized,

at the discretion of the Company, to designate the Haul Route, designate prohibited roads, and other matters.

5. **REPAIR AND MAINTENANCE OBLIGATIONS.** The Company shall be responsible for all costs and expenses required to repair damages to the County Roads designated on the Haul Route incurred during the Project, unless the damage was not the result of the Project. The determination of road damage shall be made by the County and shall be promptly addressed by the Company. Maintenance obligations of the Company shall include, but not be limited to:
 - a. The Company shall install signage to control speed, designate the Haul Route, and other aspects of safe driving and road maintenance. The Company may utilize other signage, at its discretion or request of the Road Supervisor, to designate the Haul Route, designate prohibited roads, and other relevant matters.
 - b. When the Project is completed, it is agreed that the Company shall perform or provide for all necessary work and all materials necessary to restore the Haul Route roads to Original or better condition based on the condition of the roads at the time of the pre-inspection. The Company shall not be released from its Performance Guarantee (defined below) until the County has approved a post construction inspection and approved the final condition of the County Roads located upon the Haul Route with such inspection to occur within ten (10) days after the Company notifies the County that the road restoration is complete.
 - c. All applicable County Roads on the Haul Route shall be restored and returned to Original or better condition in accordance with the terms of this Agreement and by the completion date set forth in paragraph 3. The County may, at its discretion, extend the completion date and County Road restoration requirement upon a showing of good cause by the Company. If the Company has not commenced the restoration work before the completion date, the County may contract a third party to perform the road restoration. In that event, the County shall pay the reasonable cost of the third party's work from the Performance Guarantee. Notwithstanding the foregoing, the Company shall not be liable under this section if restoration work extends beyond the completion date if such delay was associated with circumstances caused by the County or within the County's control or by weather.
6. **CHANGES IN RESTRICTIONS.** If after commencement of the Project and the use of the Haul Route by the Company, the County reasonably determines that it is necessary to impose further restriction on the Company in the interest of public safety, the County shall consult with the Company to determine the details of such restrictions. Thereafter, the parties shall set forth, in writing, the reasonable specifics of the further restrictions imposed on the Company. The County may also require an increase in the Performance Guarantee if public safety circumstances so require. Restrictions, or changes in restrictions, as to any County Road designated in the Haul Route are set forth in Exhibit B, attached hereto and incorporated herein by reference.
7. **INTERMEDIATE AND EMERGENCY INSPECTIONS.** The County may request immediate emergency inspections when it is determined by the County that a condition exists in the subject County Road or Roads that creates a safety risk to the public. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to complete repairs to the Haul Route Road or Roads, or require that the Company take immediate and all action necessary to complete repairs to the Haul Route Road, or Road, that the County deems necessary for public

safety. As to whether an emergency situation exists, which situation could place human life and / or property in danger, shall be determined by the County through mutual consultation between the Logan County Sheriff, the County Commissioner of the subject District, and the Road Supervisor of the subject District. Every effort will be made to notify the Company when an emergency situation arises. The Company shall, provided that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7) business days of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route, may be temporarily closed to Company travel until repairs are completed, should the County determine that the condition of the Roads is a safety hazard to vehicles traveling on the Roads.

8. **PERFORMANCE GUARANTEE.** On or before the commencement of construction of the Project, the Company or its designated representative shall deliver to the County a surety bond or letter of credit, hereinafter referred to as the "Performance Guarantee", in the amount equal to \$6,500/mile. Should the Company violate this Agreement by failing to repair and maintain the Haul Route County Roads, as agreed herein, the County may draw upon the Performance Guarantee as necessary to restore the County Roads to their Original condition. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs including reasonable attorney fee and costs) incurred by the County in repairing the affected Roads to substantially the same condition they were in at the time of the pre-inspection and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County. The Performance Guarantee shall be returned to the Company, or released, within one (1) week of the final inspection (provided the County is satisfied with the final inspection) and the obligations of the Company have been fulfilled under this Agreement. Failure of the Company to return the County Roads to their Original or better condition by the end of the completion date set forth in paragraph 3 above, may also result in the County acting against the Performance Guarantee to the extent necessary to restore the County Roads.
9. **OTHER TERMS AND CONDITIONS.** The following terms and conditions whether set forth above or below, shall apply at all times during the term of this Agreement.
 - a. The County reserves the right to impose reasonable limitations on the hours during which Company vehicles and equipment may be moved on the County Roads covered by this Agreement. The County, acting reasonably, and depending upon the prevailing weather conditions, should the conditions make such use hazardous to the motoring public, or if emergencies warrant such suspension, may choose to temporarily suspend use of the County Roads. In such event, the County shall use its best efforts to notify the Company verbally prior to taking such action, and to consult with the Company in order to minimize any construction delays to the Project.
 - b. The Company shall provide, at its sole expense, all equipment, materials and labor required to restore the road surface of the Haul Route Roads in substantially the same condition the Roads were in immediately prior to the use of such Roads.
 - c. The Company shall be liable at all times for the repair, to the reasonable satisfaction of the County, of any damage to the Roads caused by the Company's use. Any repairs undertaken shall restore the road surface to their Original condition. The Company shall, providing that the weather and weather-related conditions permit, complete any necessary repairs or repairs which pose a risk to the motoring public within seven (7) business days

of being notified by the County of the need for such repairs. The Company acknowledges that the Haul Route may be temporarily closed to Company travel until repairs are completed should the County determines that the condition of the Roads is a safety hazard to vehicles travelling on the Roads.

- d. In the event that the Company fails to complete the repairs required by the County, pursuant to this Agreement, the County may draw upon the Performance Guarantee to effect the repairs in accordance with the provisions of the surety bond or letter of credit. In the event that the Performance Guarantee is not sufficient to cover the cost of repairs, the Company shall be liable to the County for all reasonable and competitively bid costs (including reasonable attorney fees and costs) incurred by the County in repairing the affected Roads to their Original condition and recovering the costs of such repairs. The Company shall have a right to receive details of all expenses incurred by the County.
 - e. The County may, in emergency situations, and acting reasonably, and without giving any notice to the Company as required elsewhere in this Agreement, take immediate and all action necessary to close a County Road and either complete repairs to the Haul Route Roads that the County deems to be an emergency and necessary for public safety or to require the Company to take immediate action. The Company may also in emergency situations, and acting reasonably, and without first giving any notice to the County as required elsewhere in this Agreement, take immediate action to remove its vehicles and equipment on the Haul Route Roads. The County and the Company shall provide notification to each other of any emergency action taken under this Agreement as soon as is reasonably practicable.
 - f. The Company shall indemnify the County against all actions, proceedings, claims, demands and costs suffered by the County to the extent that they are directly or indirectly attributable to damage caused by the Company, its employees, agents, contractors or subcontractors to the Haul Route Roads, but such indemnity shall not apply to the intentional acts or negligence of the County, its employees, agents, contractors or subcontractors. The Company's liability to the County shall be limited to direct damages and shall exclude other liability, including, without limitation, liability for special, indirect, punitive or consequential damages in contract, tort, warranty, strict liability or otherwise. Nothing in this Agreement shall be construed as a waiver to the County's defenses or protection that exist under the Colorado Governmental Immunity Act.
 - g. No party shall be deemed to be in default with respect to non-performance if due to strikes, lockouts, fire, storm, acts of God or terrorists, or any other cause (whether similar or dissimilar to those enumerated) beyond its control; but lack of finances shall in no event be deemed to be cause beyond a party's' control.
10. **NOTICES.** All notices required to be given under the terms of this Agreement shall be in writing and may be mailed or electronically transmitted, addressed to the parties as follows:

County: Logan County
Attention: Mike Burri, Operations Manager
Address: 12603 CR 33, Sterling, CO 80751
Telephone: (970) 522-3426
E-Mail: burrin@logancountyco.gov

Company: Pivot Energy
Attention: Legal Department
Address: 1601 Wewatta St #700 Denver, CO 80202
E-Mail: legal@pivotenergy.net

Either party may, from time to time, change its address for service by giving written notice to the other party. Any notice shall be deemed to have been given and received: if delivered personally (including by reputable overnight courier), on the day delivered; if sent by registered mail, on the fourth (4th) business day following the day it was posted; and if electronically transmitted, at the start of the next regular business day. In the case of postal disruptions, or an anticipated postal disruption, all notices to be given under this Agreement shall be electronically transmitted or delivered by hand (including a reputable overnight courier).

11. **ASSIGNMENT.** Except as otherwise provided herein, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party, which consent shall not unreasonably be withheld. Notwithstanding the foregoing, the Company shall be permitted without prior written consent of the County to (a) assign this Agreement to an Affiliate; (b) assign this Agreement to a public utility company; and (c) collaterally assign this Agreement to a financing party of the Company or an Affiliate. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with Company.
12. **WAIVERS.** Failure by either party, at any time, to require strict performance by the other party of any provision of this Agreement will in no way affect the first party's' rights hereunder to enforce such provision; nor will any waiver by either party of any breach be held to be a waiver of any succeeding breach or waiver of any other provision. No waiver of any breach of a covenant or provision of this Agreement shall take effect or be binding upon a party unless it is in writing.
13. **SUCCESSORS AND ASSIGNS.** This Agreement shall inure to the benefit of and be binding upon the County and the Company and their respective successors and permitted assigns.
14. **TIME IS OF THE ESSENCE.** Time shall be of the essence of this Agreement.
15. **SEVERABILITY.** If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year first above written.


LOGAN COUNTY

Commissioner

Commissioner

Commissioner

PIVOT SOLAR 54 LLC

By: _____
Kyle Sundman (Sep 11, 2025 14:12:54 EDT)

Name: Kyle Sundman

Title: Authorized Representative

RESOLUTION

NO. 2022-18

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

SUBDIVISION EXEMPTION FOR GORDON FARM, LLC.

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

WHEREAS, Gordon Farm, LLC, 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:

A parcel of land in the North half (N1/2) of Section 9, Township 8 North, Range 48 West of the Sixth Principal Meridian, Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 9 and assuming the West line of said N1/2 as bearing North 01°49'11" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2660.34 feet with all other bearings contained herein relative thereto;

Thence South 01°49'11" East along the West line of said N1/2 a distance of 1213.10 feet to the Point of Beginning;

Thence North 89°13'48" East a distance of 519.80 feet;

Thence South 88°44'22" East a distance of 312.31 feet;

Thence South 03°34'01" East a distance of 200.34 feet;

Thence South 42°43'13" West a distance of 243.45 feet;

Thence South 81°48'21" West a distance of 199.38 feet;

Thence South 64°13'17" West a distance of 77.42 feet;

Thence South 75°49'42" West a distance of 58.13 feet;

Thence South 88°12'52" West a distance of 341.24 feet to the West line of said N1/2;

Thence North 01°49'11" West along the West line of said N1/2 a distance of 465.87 feet to the Point of Beginning.

(As represented on official Subdivision Exemption Plat 2022-18); and

WHEREAS, Gordon Farm, LLC, intends to create a parcel, consisting of 7.857 acres, more or less, subdivided from a 404.1 acre parcel in an Agricultural (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on April 19, 2022; and

WHEREAS, a public hearing was held by the Board of County Commissioners on April 19, 2022, 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 Gordon Farm, LLC, for a Subdivision Exemption for the creation of a 7.857 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2022-18, 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 16th day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

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 16th day of September, 2025.

County Clerk and Recorder

Proclamation



WHEREAS, September 17, 2025, marks the two hundred thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention, and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, WE, Mike Brownell, James T. Yahn and Jim C. Santomaso by virtue of the authority vested in us as County Commissioners of the County of Logan in the State of Colorado, do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK IN LOGAN COUNTY

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND CAUSED THE SEAL of the County of Logan to be affixed this 16th day of September, of the year of Our Lord Two Thousand Twenty-Five.

BOARD OF COUNTY COMMISSIONERS LOGAN COUNTY, COLORADO

Mike Brownell

James T. Yahn

Jim C. Santomaso