



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

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the September 16, 2025 meeting.

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

Unfinished Business
New Business

Consideration of the approval of Resolution 2025-19 cancelling certain tax sale certificates issued in error as a result of erroneous severed mineral interest and mobile home assessments.

Consideration of the approval of an agreement between Logan County Board of County Commissioners and Sun Valley Rides, LLC, for set up and operation of a complete carnival at the Logan County Fairgrounds Tuesday, July 28, 2026 through Sunday, August 2, 2026 for the 2026 Logan County Fair.

Consideration of the approval of a contract between Logan County and Front Range Roofing Systems, LLC for repair of the Logan County Fairgrounds Grandstands roof in accordance with specifications.

Consideration of the approval of an agreement between Logan County and Brandon Mason and issuance of Right of Way Permit Number 2025-11 for use of the County Right of Way across County Road 34 for a water line.

Consideration of the approval of Resolution 2025-20 for a Subdivision Exemption on behalf of Byron T. and Chandra N. Nelson to create a 10.12-acre parcel from a 947.12-acre parcel in an Agricultural Zone district, located in the Southwest Quarter of Section 2, Township 11 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado.

Consideration of the approval of a Participation Agreement between Logan County Department of Human Services 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.

Other Business
Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, October 7, 2025, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

September 16, 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
Rob Quint	Logan County Planning and Zoning
Dave Conley	Logan County Lodging Tax Board
Josilyn Lutze	Logan County Emergency Management
Darlene Harnly	Proclamation
Callie Jones	Journal Advocate

Chairman Brownell called the meeting to order at 9:34 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 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.

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

Chairman Brownell continued with Unfinished Business:

Commissioner Yahn moved to award the bid for the repair of the stadium roof at the Logan County Fairgrounds to Front Range Roofing Systems, LLC with a base bid of \$43,909.00. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

Commissioner Santomaso moved to approve Logan County Lodging Tax Board Project for the I80/I76 Travel Guide in the amount of \$1,990.00. Commissioner Yahn seconded, and the motion carried 3-0.

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

Commissioner Santomaso moved to approve a Master Road Use Agreement between Logan County and Pivot Solar 54 LLC. Commissioner Yahn seconded, and the motion carried 3-0.

Commissioner Yahn moved to approve an Amended Resolution 2022-18 to correct legal description for a Subdivision Exemption on behalf of Gordon Farm, LLC. Commissioner Santomaso seconded, and the motion carried 3-0.

Chairman Brownell read the Proclamation Declaring the week of September 17 through September 23, 2025 as Constitution Week in Logan County. Commissioner Yahn moved to approve Proclaiming the week of September 17 through September 23, 2025 as Constitution Week in 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 30, 2025, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned, at 9:55 a.m.

Submitted by:

Rechelle Stebakken
Logan County Deputy Clerk

Approved: September 30, 2025

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Mike Brownell, Chairman

Attest:

Logan County Clerk & Recorder

CIVIL PAYMENTS

Aug-25

Date	Check #	Business Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/5/2025	1232	36922	25-510/511/512/513	\$ 160.00	\$ 90.00	\$ 70.00
8/14/2025	1236	1403591	25-480	\$ 45.00	\$ 15.00	\$ 30.00
8/26/2025	1237	1407766	25-528	\$ 51.00	\$ 15.00	\$ 36.00
8/26/2025	1237	1407219	25-530	\$ 40.00	\$ 15.00	\$ 25.00
8/26/2025	1237	1408297	25-535	\$ 54.00	\$ 15.00	\$ 39.00
8/26/2025	1238	113933	25-562	\$ 40.00	\$ 15.00	\$ 25.00
				Total Owed to County		\$ 225.00

CIVIL PAYMENTS CREDIT CARDS

Aug-25

Date	Check #	Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/5/2025	1233	25-498	\$ 40.00	\$ 15.00	\$ 25.00
8/5/2025		25-516	\$ 85.00		\$ 85.00
8/5/2025		25-517	\$ 40.00		\$ 40.00
8/5/2025		25-502/503/504/505/506	\$ 185.00		\$ 185.00
8/12/2025		25-523	\$ 40.00		\$ 40.00
8/12/2025		25-522	\$ 40.00		\$ 40.00
8/12/2025		25-521	\$ 35.00		\$ 35.00
8/12/2025		25-531	\$ 40.00		\$ 40.00
8/18/2025		25-537	\$ 40.00		\$ 40.00
8/18/2025		25-545	\$ 40.00		\$ 40.00
8/19/2025		25-546	\$ 85.00		\$ 85.00
8/19/2025		25-542	\$ 40.00		\$ 40.00
8/21/2025		25-552/553/554	\$ 120.00		\$ 120.00
8/22/2025		25-558	\$ 53.00		\$ 53.00
8/25/2025		25-559	\$ 85.00		\$ 85.00
8/26/2025		25-563	\$ 40.00		\$ 40.00
				Total Owed to County	\$ 993.00

NS/NOTARY/SEX OFFENDERS/RECORDS REQUEST CREDIT CARDS/REVENUE

Aug-25

Date		Sheriff #	Amount	Amount of Refund	Amount Owed to County
8/5/2025		SO	\$ 65.00		\$ 65.00
8/19/2025		RECORDS	\$ 15.00		\$ 15.00
8/20/2025		RECORDS	\$ 15.00		\$ 15.00
8/21/2025		RECORDS	\$ 15.00		\$ 15.00
8/7/2025		VIN	\$ 53.00		\$ 53.00
8/6/2025		VIN	\$ 53.00		\$ 53.00
					\$ -
					\$ -
					\$ -
					\$ -
				Total Owed to County	\$ 216.00

CHP CREDIT CARDS

Aug-25

Date		Amount	Amount Owed to County
8/8/2025		\$ 52.50	\$ 52.50
8/21/2025		\$ 63.00	\$ 63.00
		Total Owed to County	\$ 115.50

CIVIL CHECKS	\$	225.00	
CIVIL CREDIT CARDS	\$	993.00	
RECORDS/VIN/FINGERPRINTS CREDIT CARDS	\$	216.00	
CHP CREDIT CARDS	\$	115.50	
TOTAL PAID TO GENERAL FUND	\$	1,549.50	check # 1239
 DEPOSIT TAKEN TO BANK OF COLORADO	 \$	 390.00	

RESOLUTION

NO. 2025 - 19

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

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

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

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

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

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

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

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 30th day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

(Aye) (Nay)
Mike Brownell, Chairman

(Aye) (Nay)
James T. Yahn

(Aye) (Nay)
Jim C. Santomaso

ATTEST:

I, Pamela M. Bacon, the County Clerk and Recorder in and for the County of Logan, State of Colorado do hereby certify that the foregoing resolution was adopted by the Board of County Commissioners of the County of Logan, State of Colorado, in its regular session assembled this 30th day of September, 2025.

County Clerk and Recorder

CERT NO	TAX YR	PARCEL	TAX DIST	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX & INTEREST PAID	FEES PAID	INTEREST TO BE PAID BY CTY	TOTAL REFUND W/INT
316	2016	3M072910200007	407	COMIN INV LLC	DENNIS A. OLIVER & ASSOCIATES	INVALID OWNERSHIP	\$ 3.23	\$ 36.00	\$ 22.44	\$ 61.67
197	2019	3M027926300008	106	LOIST COLE	DENNIS A. OLIVER & ASSOCIATES	REVISED RESEARCH INCORRECT INTEREST	\$ 8.00	\$ 17.60	\$ 10.07	\$ 35.67
59	2022	3M047936400004	104	CARL B FRIIS	STATE OF COLORADO BOARD OF LAND COMMISSIONERS	INVALID OWNERSHIP	\$ 0.81	\$ 21.00	\$ 3.34	\$ 25.15
427	2019	3M047908100005	104	EDWARD L KNUTSON	DE LA TIERRA ACQUISITIONS LLC	INVALID OWNERSHIP/NO INTEREST	\$ 72.27	\$ 41.00	\$ 6.80	\$ 120.07
428	2019	3M047909200007	104	EDWARD L KNUTSON	DE LA TIERRA ACQUISITIONS LLC	INVALID OWNERSHIP/NO INTEREST	\$ 72.27	\$ 41.00	\$ 6.80	\$ 120.07
785	2019	3M078109300001	407	T J ZEIGLER	DE LA TIERRA ACQUISITIONS LLC	MINERALS DEEDED AWAY	\$ 97.87	\$ 41.00	\$ 8.33	\$ 147.20
314	2019	3M078109300002	407	FRED GOODSTEIN	COUNTY HELD	MINERALS DEEDED AWAY				\$ -
583	2020	3M078109300003	407	ALVIN POTTER	C.O.T.A. RESOURCES INC	MINERALS DEEDED AWAY	\$ 18.15	\$ 46.00	\$ 16.58	\$ 80.73
760	2019	3M023102400017	504	HARVEY WEETH	DE LA TIERRA ACQUISITIONS LLC	MINERALS PASSED TO CHILDREN	\$ 94.24	\$ 41.00	\$ 8.11	\$ 143.35

CERT NO	TAX YR	PARCEL	TAX DIST	VIN	ASSESSED OWNER	CERT HOLDER	REASON FOR ABATE	TAX & INTEREST PAID	FEES PAID	INTEREST TO BE PAID BY CTY	TOTAL REFUND W/INT
705	2017	MHCLW023372TX	113	13E402377	RIVERSIDE STORAGE	JOSHUA D GAINES	PUT IN STORAGE-DEACTIVATED	\$ 290.00	\$ 74.40	\$ 192.68	\$ 557.08

AGREEMENT

This Agreement is entered into effective the 12th day of September, 2025, by and between SUN VALLEY RIDES, LLC, whose address is 7558 W. Thunderbird Rd., Suite 1-620, Peoria, AZ 85381, hereinafter referred to as "Amusement Contractor" and the BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO, whose address is Logan County Courthouse, 315 Main Street, Suite 2, Sterling, CO 80751, hereinafter referred to as "County".

In consideration of the mutual promises, covenants, and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Commencing on Tuesday, July 28, 2026, through Sunday, August 2, 2026, (the "2026 Logan County Fair") Amusement Contractor shall set up and operate, at its own expense, a complete carnival at the Logan County Fairgrounds, Sterling, CO.
2. Amusement Contractor will be required to show that all carnival rides, including any operated by subcontractors, have passed the Colorado State Safety Inspection. Such proof shall be provided to County no later than July 15, 2026, and the safety certification shall remain in effect at all times during which carnival rides are operated. All amusement rides and games shall be operated in accordance with all applicable laws and regulations, and in the event any ride or game is required to be shut down or otherwise rendered non-operational by an enforcement agency for safety, gambling, or other reason, said ride or game shall remain non-operational until the ride or game fully complies with the applicable law or regulation, but such act shall not excuse Amusement Contractor of its obligations under this Agreement.
3. County agrees to provide and make available, at no charge to Amusement Contractor, adequate space at the fairgrounds for the set up and operation of its games, rides, and concessions. The set-up of all rides will be on pads and not stakes. County shall also provide electrical and water service at the site for camper hookups only, at no charge. Any alterations to electrical hookups shall have prior approval of the County's fairground personnel and be completed by a licensed electrician. County shall also advertise the Logan County Fair in the Sterling newspapers and local radio stations in advance of the fair and will include Amusement Contractor's business logo in printed advertising where possible.
4. Amusement Contractor, at its expense, agrees to furnish all tickets, ticket booths, carnival personnel, games, rides, concessions, music, lighting, and all other equipment or utilities, including electricity, needed to operate its carnival. Amusement Contractor shall provide, at its own expense and in addition to the general county fair advertising to be provided by County in section 3, above, additional advertising in Logan County newspapers and radio stations in the form of newspaper ads and radio spots that specifically advertise the "Mega Pass" and "Discounted Day Pass" form of carnival ticketing. At the conclusion of the 2026 Logan County Fair and each ensuing county fair, Amusement Contractor agrees to clean up the premises and leave the premises in the same condition that existed at the time of set up and commencement of operation of its games, rides, and concessions. All garbage and refuse shall be deposited in such containers as provided by County for such purposes.

9/12/25
SW

5. Amusement Contractor agrees to pay to County, in the form of a wire transfer, cash or certified funds, as more specifically set forth below, a deposit, minimum guarantee, and a percentage of its adjusted gross revenue from all carnival rides ("Adjusted Gross Revenue") operated during the 2026 Logan County Fair and each ensuing Logan County Fair. For purposes of this Section 5, "Adjusted Gross Revenue" shall be defined as gross revenue received from individual carnival ride ticket, pre-sale daily arm band, on-site daily arm band, and Mega Band sales revenue, less any applicable State, County or City sales tax owed on such transactions by the Amusement Contractor.

- a. INITIAL DEPOSIT - On the date this Agreement is fully executed by both parties and on the date this Agreement renews for the next succeeding county fair, Amusement Contractor shall pay to County, by wire transfer or in certified funds, the sum of Five Thousand Dollars (\$5,000.00), which amount will be credited to the total amount owed by Amusement Contractor to County under this Agreement for each applicable county fair. For purposes of this subparagraph a., the date this Agreement is renewed shall be deemed to occur on the date the County provides the written notice of the dates for the successive county fair, as provided in paragraph 13. Such deposit shall be credited to, and shall not be in addition to, the total amount otherwise owed by Amusement Contractor to County pursuant to subparagraphs b. and c., below.
- b. INDIVIDUAL CARNIVAL RIDE/ON-SITE DAILY ARM BAND TICKETS – Amusement Contractor shall pay to County, in cash or certified funds, the following amounts for INDIVIDUAL CARNIVAL RIDE and ON-SITE DAILY ARM BAND ticket sales:
 - i. 15% of the first \$75,000.00 in Adjusted Gross Revenue realized; and
 - ii. 20% of the Adjusted Gross Revenue realized in amounts from \$75,001.00 to \$125,000.00; and
 - iii. 25% of the Adjusted Gross Revenue realized in amounts exceeding \$125,000.00.

In lieu of the foregoing, Amusement Contractor shall pay to County a minimum guarantee of Ten Thousand Dollars (\$10,000.00) in the event that Adjusted Gross Revenue from INDIVIDUAL CARNIVAL RIDE and ON-SITE DAILY ARM BAND ticket sales is less than Fifty-Two Thousand Dollars (\$52,000.00).

"On-Site Daily Arm Band ticket" is defined as a daily pass issued to one individual for an unlimited number of carnival rides on one calendar day, and which is purchased on-site at the Logan County Fairgrounds after 2:00 p.m. on Tuesday, July 28, 2026.

Individual ON-SITE DAILY ARM BAND tickets shall be sold for the price of \$35.00 each.

- c. PRE-SALE DAILY ARM BAND/MEGA BAND TICKETS – Amusement Contractor shall pay to County, in cash or certified funds, the following amounts for PRE-SALE DAILY ARM BAND and MEGA BAND tickets:

7/12/25
[Signature]

- i. 15% of the Adjusted Gross Revenue realized from all Pre-sale Daily Arm Band ticket sales; and
- ii. 15% of the Adjusted Gross Revenue realized from all Mega Band ticket sales.

“Pre-sale Daily Arm Band ticket” is defined as a daily pass issued to one individual for an unlimited number of carnival rides on one calendar day, and which is purchased BEFORE 6:00 p.m. on July 27, 2026.

“Mega Band ticket” is defined as a pass issued to one individual for an unlimited number of carnival rides for the duration of the 6 days of Carnival operation during the 2026 Logan County Fair, and which is purchased BEFORE 6:00 p.m. on July 27, 2026. Megan Band tickets will not be sold after 6:00 p.m. on July 27, 2026.

Individual PRE-SALE DAILY ARM BAND tickets shall be sold for the price of \$30.00 each.

Individual MEGA BAND tickets shall be sold for the price of \$100.00 each.

Amusement Contractor will staff the two ticket booths and affix the Mega Band and Daily Arm Bands to carnival patrons. The County will take care of any issues that may arise from lost, stolen or prematurely removed arm band complaints.

County will ensure that sheriff deputies are easily available and provide contact information to enable readily available communication.

At the close of business each day the Carnival is in operation, Amusement Contractor shall provide to County a full and accurate accounting which itemizes and details the Carnival gross revenues from all sources realized that day, such accounting to be provided no later than one hour after the closing of the Carnival ticket booths.

- Carnival Operating hours will be:
 - Tuesday 5pm – 11:00pm
 - Wednesday 5pm – 11:00pm
 - Thursday 5pm – 11:00pm
 - Friday 5pm – 11:45pm
 - Saturday Noon – 11:45pm
 - Sunday 1pm – 10pm
 - Amusement Contractor will maintain a work call for its staff members one hour prior to opening and, if it is busy and warranted, will open the carnival at that time.

No carnival equipment may be removed from the Logan County Fairgrounds until County has been paid in full. Amusement Contractor agrees to allow a representative of County to examine Amusement Contractor’s books, records, tickets, and ticket sales for each day of operation.

6. In the event Amusement Contractor fails to pay any amounts owed under this Agreement, Amusement Contractor agrees to pay interest on the same at the rate of 18% per annum until paid and to pay all reasonable attorney’s fees incurred by County in collecting such sums.

9/12/25


7. Amusement Contractor agrees to obtain and maintain in full force and effect for the entire period that it is setting up, operating or dismantling the amusement rides, games, and concessions, commercial general liability insurance in a sum of not less than one million (\$1,000,000) dollars issued by an insurance company duly licensed to do business in the state of Colorado and with an "A.M. Best" rating of not less than A-VII. Said insurance policy shall name "County of Logan, State of Colorado, a body corporate and politic" as an additional insured. Amusement Contractor shall deliver to the County an endorsement from the insurance company showing that such insurance is currently in effect and that County is covered by the same, no later than July 20, 2026 and July 20 in any ensuing year this agreement remains in effect. Such endorsement shall also contain a provision that coverage shall remain in full force and effect and may not be cancelled, rescinded or voided unless at least 30 days prior written notice of the lapse of such coverage is provided to the County. Amusement Contractor shall also deliver to County proof of payment of the insurance premium. In the event Amusement Contractor hires any subcontractors to operate any rides, games or concessions, Amusement Contractor shall be responsible for providing evidence of subcontractor's commercial general liability insurance in a sum of not less than one million (\$1,000,000) dollars, which insurance shall also name "County of Logan, State of Colorado, a body corporate and politic" as an additional insured. Evidence of a subcontractor's liability insurance and payment of premium shall be provided at the times specified in this paragraph for Amusement Contractor's provision of same.

8. Amusement Contractor agrees to save, indemnify, and hold harmless County from any claim or demand whatsoever, for any and all personal injuries or property damage arising out of or caused by the operation of any game, ride, or concession, including any game, ride or concession operated by any subcontractor hired by Amusement Contractor.

9. County agrees that it will not employ or enter into any contracts for any other carnival to operate during the 2026 Logan County Fair or, if this agreement renews as provided herein, during any applicable succeeding county fair.

10. Amusement Contractor agrees to have all equipment, games, rides, concessions and personnel in place and operating for the 2026 Logan County Fair commencing on TUESDAY, July 28, 2026, at 5:00 p.m. Amusement Contractor further agrees that it will not remove any equipment, games, rides, or concessions, and will continue operating same, until the fair ends at 10:00 p.m. on SUNDAY, August 2, 2026. Carnival operation in ensuing county fairs will occur similarly, beginning on Tuesday and ending on Sunday. Amusement Contractor further agrees that its amusement rides will include a minimum of 18 amusement rides, 8 to 10 game concessions and 2 to 3 food concession trailers. County acknowledges that if supply chain problems and parts unavailability prevent Amusement Contractor from operating rides safely, the minimum number might be impacted.

11. This Agreement shall be binding on the parties hereto, their heirs, successors and personal representatives. Assignment of the obligations of Amusement Contractor is prohibited without the prior written consent of County, which consent may be withheld at the sole discretion of County.

9/19/25
SW

12. No amendment of this Agreement is valid unless in writing and signed by both parties. In the event of any dispute, this Agreement shall be construed in accordance with the laws of the State of Colorado, and if such dispute cannot be resolved between the parties, the same shall be submitted to the Logan County District Court for resolution. Amusement Contractor hereby consents to the jurisdiction of such court.

13. Provided that Amusement Contractor fully complies with all material obligations under this Agreement for the 2026 Logan County Fair, this Agreement shall automatically renew with identical terms and conditions for the 2027 Logan County Fair and 2028 Logan County Fair. Written notice setting forth the dates for the 2027 Logan County Fair and 2028 Logan County Fair, and the associated dates and times for operation of the carnival, shall be provided by County to Amusement Contractor within a reasonable amount of time after dates for the ensuing county fair are determined but in no event later than November 15 of the prior year. The parties acknowledge and mutually agree that the Amusement Contractor shall have all equipment, games, rides, concessions and personnel in place and operating from 5:00 p.m. on TUESDAY until 10:00 p.m. on SUNDAY, during the 2027 and 2028 Logan County Fairs, if this agreement renews as provided above. As required by law, the County's obligation to perform this Agreement as to the county fairs occurring in 2027 and 2028 is subject to a first and prior appropriation of sufficient funds by the governing board of Logan County as may be required for the performance of this Agreement, failing which, this Agreement shall terminate without further liability or obligation of either party.

14. This contract represents the entire agreement of the parties hereto and incorporates all prior agreements. No modification shall be binding on either of the parties hereto unless in writing and executed by both parties.

15. No waiver of any provision of this Agreement, or default under this Agreement, will be considered valid unless in writing. No such waiver will be deemed a waiver of any subsequent default of the same or similar nature.

16. Without additional consideration, each party agrees to sign, acknowledge and deliver any further instruments and documents as may be reasonably necessary or desirable to carry out the specific terms and the intent of this Agreement.

17. If any provision of this Agreement is unenforceable or invalid for any reason, the remainder of this Agreement will continue in effect.

18. Amusement Contractor agrees to provide at its own expense the on-site services of a mutually acceptable representative of Amusement Contractor for management and supervision of all carnival operations during the 2026 Logan County Fair and each ensuing county fair.

9/12/2025
EC

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

AMUSEMENT CONTRACTOR:
SUN VALLEY RIDES, LLC

By: 

9/12/2007

Name: Steve Mattfeldt

Title: Member-President

Mike Brownell, Chairman

James T. Yahn

Jim Santomaso

ATTEST:

County Clerk & Recorder

(Seal)

CONTRACT BETWEEN LOGAN COUNTY AND CONTRACTOR FOR
FAIRGROUNDS GRANDSTAND ROOF REPAIR

This Contract is entered into effective the 30th day of September, 2025, by and between the BOARD OF COUNTY COMMISSIONERS, LOGAN COUNTY, COLORADO, 315 Main St., Sterling, CO 80751, hereinafter called the "Owner," and FRONT RANGE ROOFING SYSTEMS, LLC, 222 13th Avenue, Greeley, CO 80631, hereinafter called the "Contractor."

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

1. Scope of Work.

The Contractor shall furnish all the materials, equipment and labor necessary, and perform all of the work necessary for complete performance of the Logan County Fairgrounds Grandstand roof repair, all as described and in accordance with the specifications attached hereto as Exhibit A and fully incorporated herein, consisting of one (1) page. The work will consist of repair of approximately 4,300 square feet on the north side of the structure and 6,900 square feet on the south side of the structure, all as more fully described in Exhibit A.

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

2. Time of Completion. The work to be performed under this Contract shall be commenced as soon as practicable after execution of this Contract, and shall be substantially completed on or before November 30, 2025. Time is of the essence in the performance of this Contract and it is hereby mutually agreed that the time for substantial completion is an essential condition of this Contract. It is expressly agreed that the time for completion of the Work described above is a reasonable time for completion of same and that, if the Contractor shall neglect, fail or refuse to complete the Work within the time specified herein, then the Contractor does agree, as part of the consideration for the awarding of this Contract, to pay the Owner, as liquidated damages and not as a penalty, the amount of One Hundred Dollars (\$100.00) per day for fifteen (15) consecutive calendar days, and Four Hundred Dollars (\$400.00) per day for each additional consecutive calendar day thereafter that the Contractor shall be in default after the time stipulated for substantial completion. The said amount is fixed and agreed upon between the Owner and Contractor because of the difficulty in ascertaining the actual damages Owner would in such event sustain, and said amount shall be retained by the Owner from time to time from the sums otherwise due and payable to the Contractor; provided, however, that the Contractor shall not be charged with liquidated damages when the delay in completion of the Work is due to unforeseen cause beyond the control and without the fault or negligence of the Contractor, including but not limited to, acts of God, or the public enemy, acts of the Owner, acts of another

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

3. **Contract Sum.** The Owner shall pay the Contractor for the performance of the Work, subject to additions or deletions hereinafter provided or subsequently approved in writing, a Total Contract Sum of Forty Three Thousand Nine Hundred Nine Dollars (\$43,909.00).

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

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

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

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

6. **Termination by Owner.** The Owner may terminate this Contract if the Contractor 1) persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; 2) fails to pay subcontractors for materials or labor in accordance with the respective agreements between Contractor and any subcontractors; 3) persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or 4)

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

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

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

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

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

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

respect to such contractor. Each contract shall also provide that each subcontractor who is a party to such contract shall be required to furnish similar worker's compensation insurance.

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

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

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

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

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

15. Warranty. The Contractor warrants to the Owner that materials and equipment furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Bid Proposal and Specifications, that the work will be free from defects not

inherent in the quality required or permitted, and that the work will conform with the requirements of the Bid Proposal and Specifications. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

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

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

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

Chairman

Commissioner

Commissioner

CONTRACTOR:

FRONT RANGE ROOFING SYSTEMS,
LLC

Hunter Heindselman

Hunter Heindselman - PM

(Printed name and title)



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 BondsCustom 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.

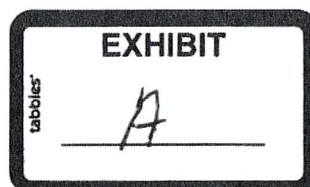
Sincerely,

Front Range Roofing

Hunter Heindselman

Hunter Heindselman

Project Manager



AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 30th day of September, 2025, by and between the County of Logan, State of Colorado, hereinafter called "County", and Brandon Mason 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):

3673 CR. 34 Merino, CO 80741

_____ ; and

WHEREAS, Applicant desires to install and construct a Trenched Line, which will be located (Circle One) along, bore under, or trench across CR. 34, 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 Trenched Line, described above, in the right of way of County Road 34, 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 Nov 15, 2025.
- ☒ It is understood that no paved or oil-surfaced road shall be cut and will be crossed by boring only. For other roads and crossings of County property after installation. Applicant shall restore the surface to the same condition as existed prior to such construction.
- ☒ All cost and expense of installation, construction, maintenance, removal, or replacement is to be paid by the Applicant.
- ☒ The traveling public must be protected during this installation with proper warning signs or signals both day and night. Warning signs and signals shall be installed by and at the expense of Applicant.

Mason, Brandon
Right of Way

ROW2025-11 September 2025
3673 County Road 34, Merino

- ☒ Applicant hereby releases the County from any liability for damages caused by said Brandon Mason Trenching, 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

Brandon Mason

Printed Name

Brandon Mason

Signature

Land Owner #2

Jessica Mason

Printed Name

Jessica Mason

Signature

Individual Right-of-Way Permit Applicant:

Brandon Mason

Printed name

Brandon Mason

Signature

Address: 3673 C.R. 34

Merino, CO 80741

970-520-6079 cell

Application Fee Paid _____

Date _____

Email: brandonmason.34@yahoo.com

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

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

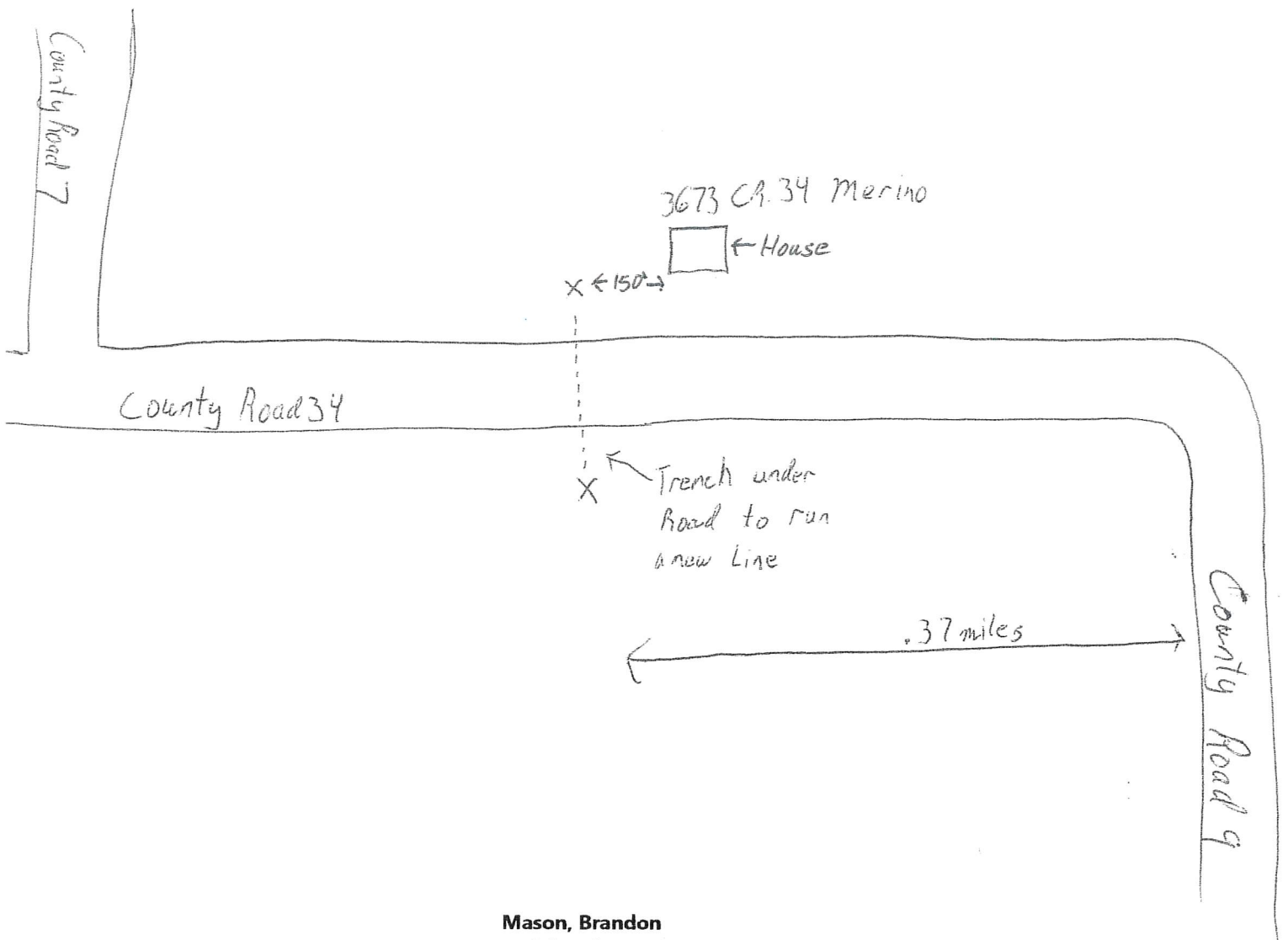
Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

**Mason, Brandon
Right of Way
ROW2025-11 September 2025
3673 County Road 34, Merino**

North ↑



To Whom It May Concern,

My intent is to trench in a 1" PVC water line and 1" conduit with an electrical line under county road 34 at the address of 3673 County Road 34 Merino, CO 80741. I need approval to cross under the county right of way. The water line would be set at least 4' below the lowest part of the right of way. The county road is a dirt road. There are no irrigation ditches or any pipelines that we would cross. The only underground cable that we would cross is a fiber optic telephone line from the Willard telephone company. I already have approval for this as I am part owner of that company. I will still call 811 for a locate of this line for safety purposes. While talking to the Logan County road boss, he informed me trenching this line would not be a problem as far as he is concerned, as long as I get a permit and then coordinate with the road and bridge department on when we will trench it in. The water line will be used to water livestock on a parcel of land that does not currently have water and the electrical line will be used for a tank heater. My wife and I own the land both sides of the county road.

Thank you,

Brandon Mason

**Mason, Brandon
Right of Way
ROW2025-11 September 2025
3673 County Road 34, Merino**

RESOLUTION

NO. 2025-20

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

**SUBDIVISION EXEMPTION FOR
BYRON T. AND CHANDRA N. NELSON**

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, Byron T. and Chandra N. Nelson, have applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

PROPERTY DESCRIPTION PARCEL 1:

A parcel of land known as Parcel 1, containing 10.12 acres, more or less, in the Southwest Quarter of Section 2, Township 11 North, Range 53 West, of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows;

Commencing at the Southwest Corner of Section 2, Township 11 North, Range 53 West, of the 6th Principal Meridian, thence on the South Line of the Southwest Quarter of said Section 2, South 87°48'31" East, a distance of 1862.49 feet, said point also being the Point of Beginning;

Thence departing said South Line, North 01°13'03" East, a distance of 761.08 feet;

Thence South 87°48'40" East, a distance of 577.79 feet;

Thence South 01°21'26" West, a distance of 701.67 feet;

Thence South 55°03'47" East, a distance of 54.26 feet;

Thence South 02°11'29" West, a distance of 30.05 feet, to a point on said South Line of the Southwest Quarter of said Section 2;

Thence on the South Line of the Southwest Quarter of said Section 2, North 87°48'31" West, a distance of 620.70 feet, more or less, to the Point of Beginning.

The above described parcel contains 10.12 acres, more or less.

(As represented on official Subdivision Exemption Plat 2025-20); and

WHEREAS, Byron T. and Chandra N. Nelson, intend to create a parcel, consisting of 10.12 acres more or less, subdivided from a 947.12-acre parcel in an Agriculture (A) zone district, for use as a residence; and

WHEREAS, the Logan County Planning Commission Chairman recommended approval of the application after reviewing the application, studying the staff review, and reviewing the proposed plat on September 23, 2025; and

WHEREAS, a public hearing was held by the Board of County Commissioners on September 30, 2025, at which time the Board reviewed the application and any exhibits, and heard the comments of the staff and any interested parties; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Logan County, Colorado, that the application by Byron T. and Chandra N. Nelson for a Subdivision Exemption for the creation of a 10.12-acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Exemption Plat 2025-20, 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 30th day of September, 2025.

BOARD OF COUNTY COMMISSIONERS
OF LOGAN COUNTY, COLORADO

(Aye) (Nay)
Mike Brownell, Chairman

(Aye) (Nay)
James T. Yahn

(Aye) (Nay)
Jim C. Santomaso

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 30th day of September, 2025.

County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION
PLAT APPROVAL**

Date: 7/9/2025

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

Replat: _____

Applicant:

Name: Chandra Nelson Phone: 970-380-0301

Address: 16407 CR 72 Peetz, CO 80747

Email: cn1efover@gmail.com

Local Agent:

Name: _____ Phone: _____

Address: _____

Owner of Record:

Name: Byron & Chandra Nelson Phone: 970-412-8070

Address: 16407 CR 72 Peetz, CO 80747

Prospective Buyer:

Name: _____ Phone: _____

Address: _____

Land Surveyor:

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

Address: 307 Church St Harrisburg, NE

Attorney:

Name: _____ Phone: _____

Address: _____

Description of Property:

Subdivision Exemption Location: On the _____ side of _____

_____ Feet _____ of _____
Direction Street

Legal: 1/4 Section SW Section 2 Township 11 Range 53

Total Acres 10.12 Number of Lots _____

Current Zoning: _____ Current Land Use: Residential

Postal Delivery Area: 80747 School District: Peetz

If Deed is recorded in General System: Book _____ Page _____

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

If yes, list Case No., and Name _____

Proposed use of each Parcel: _____

Proposed Water and Sewer Facilities: Well & Septic - existing

Proposed Public Access to Each New Parcel: _____

Reason for Request of this Exemption (May use additional pages): Decreasing 35 acres
down to 10 acres, 25 acres will go back into
section of farm ground.

List all Contiguous Parcels in the same Ownership:

Section/ Township/ Range _____ Lot(s) _____

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

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

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

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

Applicant Signature: [Signature] Date: 7/9/2025

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**

Application Fee: (\$100.00) Date: 8/5/25 Receipt #: 2090

Recording Fee: \$13.00 (1 Page) **OR** \$23.00 (2 Pages) - (Separate Check) Date / Receipt #: 2090

Date of Planning Commission: _____

Recommendation of Planning Commission: _____ Approval _____ Denial

Recommended Conditions of the Subdivision Exemption:

Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval:

Date Granted: _____

Date Denied: _____

Mike Brownell (Aye) (Nay)

James T. Yahn (Aye) (Nay)

Jim C. Santomaso (Aye) (Nay)

PARCEL 1, BEING A PART OF THE
SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH,
RANGE 53 WEST, OF THE 6TH P.M., LOGAN COUNTY COLORADO.



Wildcat Surveying
 307 Church Street,
 Harrisburg NE 69345
 Phone: 308-279-2072
www.wildcatsurveying.com

Project Number: 664-01-2025			
Project Location: 16407 County Road 72, Peetz CO (Logan County, Colorado)			
Project Code	Last Mod. Date	Subset	Sheet No.
664	07-03-2025	1 of 2	1

Nelson, Byron & Chandra
Subdivision Exemption
SE2025-8 September 2025
16407 CR 72, Peetz

PARCEL 1, BEING A PART OF THE
SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 11 NORTH,
RANGE 53 WEST, OF THE 6TH P.M., LOGAN COUNTY COLORADO.



Wildcat Surveying
307 Church Street,
Harrisburg NE 68345
Phone: 308-279-2072
www.wildcatsurveying.com



Project Number: 664-01-2025			
Project Location: 16407 County Road 72, Peetz CO (Logan County, Colorado)			
Project Code	Last Mod. Date	Subset	Sheet No.
664	07-03-2025	2 of 2	2



- ◆ INDICATES FOUND SECTION CORNER
(SEE CORNER RECORDS AND SURVEY FOR DETAILS)
- ◐ INDICATES FOUND QUARTER CORNER
(SEE CORNER RECORDS AND SURVEY FOR DETAILS)
- INDICATES SET PROPERTY CORNER
(SET 1 - 5/16" ORANGE PLASTIC CAP ON 5/8" REBAR
24" LONG, SET FLUSH WITH SURFACE, STAMPED " PLS 38287")

N01°02'16"E 5,400.91' EAST LINE OF THE WEST HALF OF SECTION 2

S.E. 1/4
SECTION 2
T. 11 N., R. 53 W.
6TH P.M.

S.W. 1/4
SECTION 2
T. 11 N., R. 53 W.
6TH P.M.
OWNER:
BRYON NELSON FARMS LLC
BOOK 1040, PAGES 8 & 11

OWNER:
BYRON TODD NELSON
CHANDRA N. NELSON
BOOK 1041, PAGE 73

PARCEL 1
10.12 ACRES

OWNER:
BYRON TODD NELSON
CHANDRA N. NELSON
BOOK 1041, PAGE 73

OWNER:
BYRON TODD NELSON
CHANDRA N. NELSON
BOOK 1041, PAGE 73

OWNERS:
JOSEPH BRIAN VENCEL &
KRISTINA LYNN VENCEL
BOOK 982, PAGE 965

— POINT OF COMMENCEMENT
SOUTHWEST CORNER OF SECTION 2,
T.11 N., R. 53 W, 6TH P.M.
FOUND 5/8" REBAR WITH 2" ALUMINUM CAP,
DOWN 0.6' BELOW COUNTY ROAD, STAMPING IS
ILLEGIBLE AS REFERENCED ON 2007 MONUMENT

COUNTY ROAD 72
60' PUBLIC RIGHT OF WAY
(30' EACH SIDE OF SECTION LINE)

SOUTH QUARTER CORNER OF SECTION 2, —
T.11 N., R. 53 W. 6TH P.M.
FOUND 5/8" REBAR WITH 3.25" ALUMINUM CAP,
DOWN 0.6' BELOW COUNTY ROAD, STAMPED PLS 7735
AS ON 2007 MONUMENT RECORD.

**Nelson, Byron & Chandra
Subdivision Exemption
SE2025-8 September 2025
16407 CR 72, Peetz**

**COLORADO RETIREMENT ASSOCIATION
RETIREMENT PLAN AND TRUST AGREEMENT**

PARTICIPATION AGREEMENT

Association Member / Participating Employer: Logan County Department of Human Services

Association Member Original Participation Date: April 1, 1981

Participation Agreement Effective Date: July 14, 2025

Prior Participation Agreement Date: July 21, 2020

Please indicate the effective date of the last Participation Agreement

PREAMBLE

I. **AGREEMENT.** By this Agreement, by and between Colorado Retirement Association ("Association") and the Association Member specified in this Participation Agreement ("Agreement"), the Association Member adopts as a Participating Employer the Colorado Retirement Association Retirement Plan and Trust Agreement (the "Plan"), as amended and restated effective January 1, 2020, and as further amended or supplemented from time to time, subject to the modifications set forth in this Agreement. This Agreement amends and supersedes any previous Participation Agreement made by and between the Association Member and the Association.

II. **ADOPTION OF THE PLAN.** The Association Member adopts the Plan as a Participating Employer pursuant to the terms of the Plan and this Participation Agreement, effective as of the Participation Agreement Effective Date. The Participating Employer's participation in the Plan is conditioned on the timely payment by the Participating Employer of its proportional share of contributions under the Plan, and in the case of contributions deducted from a Participant's Compensation, payment will be transmitted to the Trust as soon as practicable after such amounts would otherwise have been paid to the Participant.

III. **REVIEW OF THE PLAN.** The Participating Employer has reviewed the Plan, and in particular Article 13 of the Plan, addressing Participating Employers. The Participating Employer has consulted, or had opportunity to consult, with its legal and tax advisors with reference to the Plan and this Participation Agreement.

IV. **APPROVAL OF PLAN TRUSTEE AND ADMINISTRATOR.** The Participating Employer approves and confirms the Trustee and Administrator designated by the Association in the Plan to serve in each such capacities.

V. **ASSOCIATION AS AGENT.** The Participating Employer irrevocably designates the Association as its agent as set forth in Article 13 of the Plan addressing Participating Employers for all purposes of the Plan, and authorizes the Association, on behalf of the Participating Employer, to perform

the specific act or acts and to exercise the specific powers granted under the Plan. The Association or its designee has authority to make any and all necessary rules or regulations, binding upon the Participating Employer and its Employees and Officials and their Beneficiaries, to effectuate the purpose of the Plan.

VI. **PARTICIPATING EMPLOYER'S CONTRIBUTIONS.** All contributions made by the Participating Employer under the Plan and this Participation Agreement will be determined separately by each Participating Employer and allocated only among the eligible Participants of the Participating Employer making the contribution in accordance with Section 3.1 of the Plan.

PARTICIPATING EMPLOYER ELECTIONS

(Section numbers below correspond to sections of the Plan.)

Note: Officials may opt out of Plan participation; however, if Officials do participate in the Plan, they do not have to satisfy any minimum eligibility requirements. Accordingly, Sections 2.2 and 2.5(a) below only pertain to Eligible Employees. Additionally, Officials are always fully vested in Employer Contributions and Prior Service Benefit Contributions. Accordingly, Sections 5.1(b)(1), 5.1(c), 5.1(d), 5.1(e) and 5.1(g) below only pertain to Eligible Employees.

1.16 **ELIGIBLE EMPLOYEE.** “Eligible Employee” means the following:

[Specify one option only.]

- ☐ **All Employees.** Every Employee of the Participating Employer.
- ☒ **All Benefitted Positions.** Every Employee in a benefitted position of the Participating Employer, in accordance with the Participating Employer’s standard personnel practices.
- ☐ Every Employee of the Participating Employer who works at least _____ months per year and at least _____ hours per week.
- ☐ Every Employee of the Participating Employer who works at least _____ hours per year.

2.2 **COMMENCEMENT OF PARTICIPATION.** An Eligible Employee will commence participation in the Plan and begin making and receiving contributions:

[Specify one option only with appropriate sub-option, as applicable.]

- ☒ Immediately as of:
 - ☐ The Eligible Employee’s Date of Hire.
 - ☒ The first day of the Eligible Employee’s first full payroll period.
- ☐ Immediately after _____ Plan Months. (Not to exceed twelve (12) months).
- ☐ Upon the first day of the payroll period following a _____ month period. (Not to exceed twelve (12) months).

If an Official has not waived participation in the Plan, such Official will commence participation in the Plan and begin making and receiving contributions as of the first day of the month coincident with or immediately succeeding such Official’s commencement of term of office.

2.5(a) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☒ Immediate commencement of participation, in accordance with the Participating Employer's election per Section 2.2.

If this option is selected, skip the remaining options in this Section 2.5(a) and move on to Section 2.6(a). If this option is not selected, specify one option in each of the below categories.

Prior Employment with Participating Employer.

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☐ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **eligibility**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **eligibility** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

2.6(a) **CHANGE IN STATUS.**

[Specify one option only.]

- ☐ Status of Employee is not applicable. All Employees are ***Eligible Employees***, per Section 1.16.
- ☒ In accordance with the **default** provisions of Section 2.6(a) of the Plan, a Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** is not eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, is not entitled to Employer Contributions under Plan Section 3.1 and is not entitled to Prior Service Benefit Contributions (if any) under Plan Section 3.2.

[If this option is chosen, select one of the following sub-options, as applicable.]

- ☒ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee will recommence participation immediately, in accordance with the Participating Employer's election above in Section 2.2.
- ☐ Upon return to an employment status meeting the eligibility criteria, the Eligible Employee must complete the applicable commencement of participation period elected above in Section 2.2 before recommencing participation in the Plan. Such applicable commencement period will begin as of the date the Employee returns to such employment status.
- ☐ A Participant who continues in the employ of the Participating Employer but ceases to be employed as an ***Eligible Employee*** will be deemed to satisfy the eligibility provisions and will continue to be eligible to make Mandatory Participant Contributions to the Plan under Section 3.3, will continue to receive Employer Contributions under Plan Section 3.1, and will continue to receive Prior Service Benefit Contributions (if any) under Plan Section 3.2, despite the change in status.

3.1(a) **EMPLOYER CONTRIBUTIONS.** The Participating Employer will make an Employer Contribution for each Participant (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Participating Employer will contribute 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Participating Employer's contribution for each Participant will equal an amount directed by each Participant, with a minimum of ____% and a maximum of ____% of the Compensation of such Participant.
- ☐ The Participating Employer will contribute for each Participant:
- ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
 - ____% of Compensation based on ____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Participating Employer will contribute the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Employer Contributions will stop once the Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Employer Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.3.

- 3.2 **PRIOR SERVICE BENEFIT CONTRIBUTIONS.** The Participating Employer may elect to make a Prior Service Benefit Contribution to each Participant. The Participating Employer will contribute to each Participant the percentage (elected below) of such Participant's annual Compensation for the elected ***Prior Service Period***. The Prior Service Benefits will be contributed to the Plan in equal monthly installments during the ***Pay Out Period*** provided the Participant does not have a Termination Date during the Pay Out Period.

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ The Participating Employer elects not to make Prior Service Benefit Contributions.
- ☐ The Participating Employer will contribute to each Participant ____% (*no less than three percent (3%)*) of the annual Compensation of each Participant during the ***Prior Service Period***.

[Complete both A and B.]

- A. The ***Prior Service Period*** is ____ (*number from one to five*) twelve (12) month period(s) of continuous employment of such Participant ending on the Effective Date of this Participation Agreement with the Participating Employer.
- B. Prior Service Benefit Contributions will be made to the Plan in equal monthly installments over ____ (*number from one (1) to thirty-six (36)*) continuous calendar month(s) (the "***Pay Out Period***"). If the Participant has a Termination Date during the Pay Out Period, he or she forfeits his or her right to additional Prior Service Benefit Contributions.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Each Participant will make a contribution (**no less than three percent (3%)**) for each Plan Month as specified below.

[Specify one option only.]

- ☒ The Mandatory Participant Contribution will equal 4 % of the Compensation of such Participant for the Plan Month.
- ☐ The Mandatory Participant Contribution will equal an amount directed by each Participant, with a minimum of _____ % and a maximum of _____ % of the Compensation of such Participant for the Plan Month. **Once an election is made, it is an irrevocable election.**
- ☐ The Mandatory Participant Contribution will equal:
- _____ % of Compensation based on _____ attained of Service
 - _____ % of Compensation based on _____ attained Years of Service
 - _____ % of Compensation based on _____ attained Years of Service
 - _____ % of Compensation based on _____ attained Years of Service
 - _____ % of Compensation based on _____ attained Years of Service
- ☐ For Participants hired after March 31, 1986, the Mandatory Participant Contribution will equal the percentage of Compensation of such Participant for the Plan Month corresponding to the rate required of the employer share portion of Social Security (Old Age, Survivors, and Disability) under the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. Mandatory Participant Contributions for a Participant will stop once such Participant's earnings have reached the social security annual maximum taxable earnings limit. For Participants hired on or before March 31, 1986, the Participating Employer will contribute the percentage of Compensation of the Participant for the Plan Month corresponding to the rate required for the employer share of both the Social Security and Medicare components of the Federal Insurance Contributions Act, as defined in C.R.S. Section 24-53-101 for that Plan Month. For Participants hired on or before March 31, 1986, the Social Security component of the Mandatory Participant Contribution will stop once such Participant's earnings have reached the Social Security annual maximum taxable earnings limit.

Note if this option is selected, it must also be selected below in Section 3.1.

3.3(a) **MANDATORY PARTICIPANT CONTRIBUTIONS.** Mandatory Participant Contributions will be:

[Specify one option only.]

☒ Pre-tax in accordance with C.R.S. Section 24-54-104(4) and Internal Revenue Code Section 414(h)(2).*

☐ After-tax.

3.8 **DISCRETIONARY EMPLOYER MATCHING CONTRIBUTIONS.** The Participating Employer will make an Employer Matching Contribution in accordance with its Employer 457 Contribution Policy for each Participant who defers compensation into:

[Specify one option only.]

☒ Not Applicable. The Participating Employer elects not to make Discretionary Employer Matching Contributions to the Plan.

☐ The Colorado Retirement Association Deferred Compensation Plan and Trust Agreement.

☐ _____ [Name of 457(b) plan].

* Note if contributions are being picked up and paid by the Employer in lieu of employee contributions, the contributions will be treated as "picked-up" and paid by the Employer on a prospective basis only, from the date this Participation Agreement is formally adopted. Participants may not opt out of the "pick-up" nor may they receive the contributed amounts directly instead of having them paid by the Participating Employer to the Plan.

5.1(b)(1) **VESTING OF PARTICIPANT'S ACCOUNTS.** In accordance with Section 5.1 of the Plan, an Employee-Participant becomes vested in Employer Contributions and Prior Service Benefit Contributions as follows.[†]

[Specify one option only.]

- ☐ ***Immediate Vesting.*** A Participant is 100% vested upon Plan participation.
- ☐ ***Graded Vesting.*** A Participant will vest pro rata monthly at _____% annual rate. (must be more than 10%).
- ☒ ***Specified Vesting.*** A Participant will vest pro rata monthly according to the following schedule (select the vesting percentage at the completion of the Participant's Years of Service):

1st Year of Service: 0 %

2nd Year of Service: 20 %

3rd Year of Service: 40 %

4th Year of Service: 60 %

5th Year of Service: 80 %

6th Year of Service: 100 %

[†] Employee-Participants who reach Normal Retirement Age, Disability, or who die or are presumed deceased will be 100% vested in accordance with the terms of the Plan.

5.1(c) **REEMPLOYMENT DATE MORE THAN THIRTY (30) DAYS AFTER TERMINATION DATE.**

- ☐ Service credit for vesting is not applicable, Employer elected Immediate Vesting, per Section 5.1(b)(1).

If this option is selected, skip the remaining options in this Section 5.1(c) and move on to Section 5.1(e). If this option is not selected, specify one option in each of the below sub-options.

Prior Employment with Participating Employer.

- ☒ In accordance with the **default** provisions of Section 5.1 (c) of the Plan, in the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with the Participating Employer more than thirty (30) days before his or her Reemployment Date with the Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

Prior Employment with any Association Member (other than Participating Employer).

- ☒ In accordance with the **default** provisions of Section 2.5(a) of the Plan, in the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with a different Participating Employer, the Participating Employer will not grant prior service credit for purposes of **vesting**.
- ☐ In the event an Employee terminates employment with an Association Member more than thirty (30) days before his or her Reemployment Date with another Participating Employer, the Participating Employer will grant service credit for purposes of **vesting** provided the Employee has a Reemployment Date within _____ Plan Months (not to exceed twelve (12) Plan Months) of his or her Termination Date.

5.1(f) **SERVICE WITH PARTICIPATING EMPLOYER PRIOR TO ADOPTION OF PLAN.**

[Specify one option only.]

- ☒ Not Applicable. Employer is an existing Participating Employer.
- ☐ **Past Service Credit.** At the time this Participation Agreement is executed, all Employees presently employed by the Participating Employer will have all periods of employment credited towards the vesting schedule referenced above in Section 5.1(b)(1).

5.3 **FORFEITURES ACCOUNT.**

[Specify one option only.]

- ☐ Not Applicable. Participants are 100% vested in their Accounts.
- ☒ In accordance with the **default** provisions of Section 11.6 of the Plan, forfeitures will be utilized to reduce future Employer Contributions.
- ☐ Forfeitures will be allocated among the Accounts of active Participants in the Plan.

8.1 **LOANS TO ELIGIBLE BORROWERS.**

[Specify one option only.]

- ☐ Participant loans are not allowed.
- ☒ Participant loans are allowed in accordance with Article 8 of the Plan and loan procedures adopted by the Plan Administrator.

1.9 **DEFINITION OF COMPENSATION.** For purposes of calculating contributions, the Participating Employer **excludes** the following from the definition of Compensation (as defined in Section 1.9 of the Plan):

[Select as many EXCLUSIONS as applicable.]

- ☒ Bonuses.
- ☒ Overtime pay.
- ☒ Premiums for shift differential.
- ☒ Fringe benefits, expense reimbursements, deferred compensation, and welfare benefits.
- ☐ Holiday pay.
- ☐ Vacation pay.
- ☐ Sick pay.

- ☐ Paid Time Off (PTO).
- ☒ All post-severance compensation.
- ☐ Other *[please specify]*:_____.

* * * * *

The Participating Employer and the Colorado Retirement Association have executed this Participation Agreement and have accepted its terms.

Dated this _____ day of _____, 20_____.

Logan County
Participating Employer

By:_____

Title: _____

Dated this _____ day of _____, 20_____.

COLORADO RETIREMENT ASSOCIATION
Plan Sponsor

By:_____

Title: CRA Executive Director

13845387_v12