



**Logan County Board of Commissioners**  
**Logan County Courthouse, 315 Main Street, Sterling, Colorado**  
**Tuesday, March 5, 2024 - 9:30 a.m.**

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

Approval of the Minutes of the February 20, 2024, meeting.

Acknowledgement of the receipt of the Treasurer's Report for the month of January, 2024.

**Unfinished Business**

The Board will award the bid for the purchase of a new loader for the Logan County Road and Bridge Department.

**New Business**

The Board will open bids for the 2024 Asphalt Overlay program.

The Board will open bids for the lease of four shares of the Sterling Irrigation Company for the 2024 season.

Consideration of the approval of a petition for abatement of taxes on behalf of Shirley J. Unrein in the amount of \$14,863.32.

Consideration of the approval of Resolution 2024-6 which amends Resolution 2024-5 to correct equipment height to eleven feet for a Special Use Permit for construction, maintenance and operation of a Solar Energy Facility operated by CBEP Solar 33, LLC consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment with total production not to exceed five (5) megawatts, to be developed and construction to be completed by the second quarter of 2025, located on a 50.02 acre parcel, more or less leased from State of Colorado, State Board of Land Commissioners, in the Northeast Quarter (NE1/4) of Section 1, Township 7 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.

Consideration of the approval of Resolution 2024-7 granting Special Use Permit (SUP) #239 for the construction, maintenance and operation of a Solar Energy Facility operated by CBEP Solar 24, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed 2.0 megawatt (ac), to be developed and construction to be completed by the second quarter of year 2025, located on a 80.88 acre parcel, more or less, leased from Jan Lebsack, John Lebsack, Beverly Williams, Joyce Lebsack, James Lebsack, Erika Mertens, and Kenton Lebsack, in the North Half (N1/2) of Section 2, Township 7 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Allen Clevenger and issuance of Right of Way Permit Number 2024-2 for use of the County Right of Way under County Road 79 for a pipeline.

Consideration of the approval of a Professional Services Agreement between Logan County and Waller Consulting LLC and Bridge Consulting, Public Benefit Corporation for consulting and lobbying services regarding State and Federal legislation.

**Other Business**

**Miscellaneous Business/Announcements**

The next regular meeting will be scheduled for Tuesday, March 19, 2024, at 9:30 a.m. at the Logan County Courthouse.

**Executive Session as Needed**

**Adjournment**

February 20, 2024

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
Joseph A. McBride	Commissioner
Jerry A. Sonnenberg	Commissioner

Also present:

Jennifer Crow	Administrative Support Specialist
Debbie Unrein	Logan County Finance
Marilee Johnson	Logan County Public Information Officer
Rick Cullip	Logan County Buildings and Grounds
J. R. Harsh	Wagner Equipment Company
Jeremy Griebel	4 Rivers Equipment Company
Kyle Vanlandingham	MTC Equipment Company
Danny Gutierrez-Dutton	Logan County Fair Administration
Diana Korbe	Administrative Officer of the Board of County Comm.
Jeff Rice	Journal Advocate

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

Chairman Brownell asked if there were any revisions for the agenda. Hearing none, Chairman Brownell continued with the Consent Agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the February 6, 2024, meeting.
- Acknowledgement of the receipt of the Treasurer's Semi-annual Financial report for the period of July 1, 2023, through December 31, 2023
- Acknowledgment of the receipt of the Sheriff's Fee Report for the month of January 2024.
- Acknowledgment of the receipt of the Clerk and Recorder's Report for the month of January 2024.
- Consideration of the approval of an application for renewal of a Fermented Malt Beverage and Wine Retail Liquor License on behalf of LMR Oil, LLC dba Sinclair #3 4513 Highway 63, Atwood, CO 80722

Commissioner Sonnenberg moved to approve the Consent Agenda. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Brownell continued with New Business:

The Board opened bids for the purchase of a new loader for the Logan County Road and Bridge Department.

- |   |           |
|---|-----------|
| • Wagner Equipment Caterpillar 950 Wheel Loader with options  | \$310,289 |
| • 4Rivers John Deere Wheel Loader                             | \$300,986 |
| • 4Rivers 644G Wheel Loader with 4.25 cu yard bucket          | \$239,650 |
| • 4Rivers 644G Wheel Loader with 5 cu yd bucket – add \$9,900 | \$249,550 |
| • MTC Equipment XC958U Wheel Loader                           | \$225,000 |

- MTC Equipment \$203,000
- Power Equipment Company Volvo \$302,020

Commissioner Sonnenberg moved to accept the bids and forward them to Jeff Reeves at Logan County Road and Bridge Department requesting that he give his top three recommendations back to the board. Commissioner McBride seconded and the motion carried 3-0.

Commissioner McBride moved to approve a contract between Logan County (Logan County Fair) and Stormy Productions for live video streaming of 2024 livestock shows and the Junior Livestock Auction via Facebook Live or You Tube or Zoom from the Logan County Fair. Commissioner Sonnenberg seconded, and the motion carried 3-0. Commissioner Sonnenberg noted that there is no cost to the Fair as First Farm Bank sponsors the video streaming of the shows.

Commissioner Sonnenberg moved to approve a contract between Logan County (Logan County Fair & Rodeo) and Rocky Mountain Derby Promotions for the production and promotion of a Demolition Derby for the Logan County Fair on Sunday, August 3, 2025, and allow the Chairman to sign. Commissioner McBride seconded, and the motion carried 3-0.

Commissioner McBride moved to approve a contract between Logan County and Production Services International to provide the Sound and Lighting for the Craig Morgan and Ned LeDoux Concert at the Logan County Fair on August 3, 2024 and allow the Chairman to sign. Commissioner Sonnenberg seconded and the motion carried 3-0.

Commissioner McBride moved to approve an agreement between Logan County Fair and Rodeo c/o Board of County Commissioners and Kevin Rich d/b/a Wild West Cattle Company for the production of a Professional Bull Riding event on Tuesday, July 30, at the 2024 Logan County Fair. Commissioner Sonnenberg seconded and the motion carried 3-0.

**Other Business**

The next regular meeting will be scheduled for Tuesday, March 5, 2024, at 9:30 a.m. at the Logan County Courthouse.

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

Submitted by:

*Jennifer Crow*  
 \_\_\_\_\_  
 Administrative Support Specialist

Approved: March 5, 2024

BOARD OF COUNTY COMMISSIONERS  
 LOGAN COUNTY, COLORADO

(seal)

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

Attest:

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

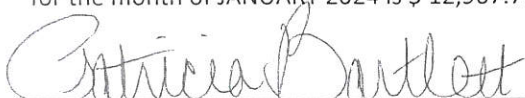


**LOGAN COUNTY TREASURER'S MONTHLY REPORT**  
**REPORT OF COUNTY FUNDS ONLY**  
**JANUARY 2024**

COUNTY FUNDS	12/31/23 BALANCE	PROPERTY TAXES	SPECIFIC OWNERSHIP	MISC COLLECTIONS	TRANSFERS IN (OUT)	WARRANTS	TREAS FEES	1/31/24 BALANCE
COUNTY GENERAL	\$ 13,772,098.77	\$ 16,841.60	\$ 37,586.42	\$ 539,905.29	\$ -	\$ (2,366,804.96)	\$ (2,390.28)	\$ 11,997,236.84
ROAD & BRIDGE	\$ 8,899,486.34	\$ 8,127.19	\$ 21,428.96	\$ 424,783.60	\$ -	\$ (2,063,095.45)	\$ (5,200.17)	\$ 7,285,530.47
CONTINGENT	\$ 701,999.55	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 701,999.55
CAPITAL EXPENDITURES	\$ 938,763.20	\$ 3,717.66	\$ 4,017.94	\$ 42,999.84	\$ -	\$ (137,442.57)	\$ (74.36)	\$ 851,981.71
	\$ -							
TELEVISION FUND	\$ 92,604.99	\$ 132.57	\$ 267.86	\$ -	\$ -	\$ (3,654.36)	\$ (2.65)	\$ 89,348.41
PEST CONTROL	\$ 323,011.16	\$ 660.79	\$ 1,018.15	\$ 18,192.57	\$ -	\$ (20,665.98)	\$ (13.22)	\$ 322,203.47
LODGING TAX	\$ 181,728.52	\$ -	\$ -	\$ 212.80	\$ -	\$ (1,763.94)	\$ -	\$ 180,177.38
SOLID WASTE	\$ 3,456,229.21	\$ 2,603.77	\$ 10,714.48	\$ 44,866.78	\$ -	\$ (77,731.99)	\$ (52.07)	\$ 3,436,630.18
SOLID WASTE CLOSURE	\$ 803,165.51	\$ -	\$ -	\$ 4,014.41	\$ -	\$ -	\$ -	\$ 807,179.92
CONSERVATION TRUST	\$ 446,007.92	\$ -	\$ -	\$ 192.11	\$ -	\$ (175,000.00)	\$ -	\$ 271,200.03
FAIR FUND	\$ 289,458.69	\$ -	\$ -	\$ 14,950.00	\$ -	\$ (4,138.90)	\$ -	\$ 300,269.79
CAPITAL IMPROVEMENT	\$ 4,490,241.82	\$ -	\$ -	\$ 207,445.88	\$ -	\$ (496,381.93)	\$ (4,106.90)	\$ 4,197,198.87
AMBULANCE FUND	\$ 132,188.10	\$ -	\$ -	\$ 95,726.42	\$ -	\$ (83,109.60)	\$ -	\$ 144,804.92
% TAX COLLECTED TO DATE								45.00%
<b>TOTALS</b>	<b>\$ 34,526,983.78</b>	<b>\$ 32,083.58</b>	<b>\$ 75,033.81</b>	<b>\$ 1,393,289.70</b>	<b>\$ -</b>	<b>\$ (5,429,789.68)</b>	<b>\$ (11,839.65)</b>	<b>\$ 30,585,761.54</b>

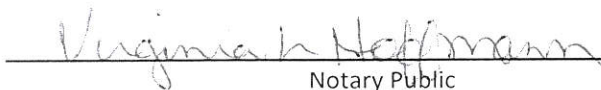
STATE OF COLORADO )  
: ss.  
COUNTY OF LOGAN )

I hereby certify that the Logan County Treasurer's Office collected property taxes totaling \$ 174,266.09 for the month of JANUARY 2024 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 JANUARY 2024 is \$ 12,967.71 which includes fees for the County and all taxing authorities.

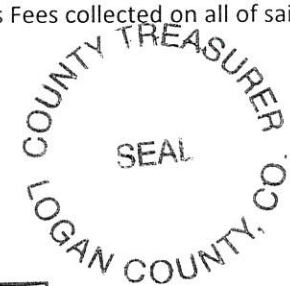
  
Patricia Bartlett, Logan County Treasurer

Subscribed and sworn to before me this 20th day of FEBRUARY 2024, by Patricia Bartlett, Logan County Treasurer.  
Witness my hand and official seal.

My Commission expires: September 19, 2027

  
Notary Public

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





## **REQUEST FOR PROPOSALS 2024 ASPHALT OVERLAY**

The Board of Logan County Commissioners is requesting proposals from qualified contractors for 2024 asphalt overlay projects. Specifications are enclosed. Sealed proposals must be received by the Logan County Board of Commissioners at 315 Main Street, Sterling, CO 80751 by 5:00 p.m., Monday, March 4, 2024. Proposals will be opened at 9:00 a.m. on Tuesday, March 5, 2024 at the Logan County Courthouse, 315 Main Street, Sterling.

The Board of Commissioners reserves the right to accept or reject any or all proposals and to accept the proposal which is deemed to be in the best interest of Logan County

cc: Logan County Road and Bridge Department

**Logan County 2024 Overlay Program**  
**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Logan County Board of Commissioners of the State of Colorado, hereinafter called County and \_\_\_\_\_, hereinafter called Contractor.

It is understood that the representative of the County shall be the Logan County Road and Bridge Foreman.

WITNESSETH, that the Contractor and the County for the considerations hereinafter named, agree as follows:

ARTICLE I - Scope of Work

The Contractor hereby agrees to furnish all the materials and all of the equipment and labor necessary, and to perform all of the work described in the specifications for the project entitled "2024 Milling/Overlay Program", all in accordance with requirements and provisions of said specifications.

ARTICLE II - Time of Completion

- A) The work shall be completed in 2024 unless conditions or schedules do not allow completion of the project within the fiscal year. Changes in schedule will be agreed upon by the Contractor and Logan County.
- B) Failure to complete the work within the number of calendar days stated in this Article, including extension granted thereto, shall entitle the County to deduct from the moneys due to the Contractor as "Liquidated Damages" an amount equal to One Hundred Dollars (\$100.00) for each calendar day of delay in the completion of work for the first fifteen (15) days. The "Liquidated Damages" will then increase to Four Hundred Dollars (\$400.00) for each calendar day of delay in the completion of work above fifteen (15) days.

ARTICLE III - The Contract Sum

- A) The hot bituminous pavement will be paid for at the unit price proposed per ton as specified below. The unit price proposed per ton shall include all costs for the laying and compacting of said pavement. Payment will be rendered to the successful proposer on the basis of scale tickets furnished to Logan County from an approved scale (the weighing cost shall be included in the proposal submitted). Proposer must also calculate number of tons needed for each of the proposed roads to be overlaid. Actual roads to be overlaid will need final approval of Road and Bridge Manager.
- B) All requests for payment by the successful proposer shall be received by the Logan County Road and Bridge Department. Ten (10%) percent of all approved pay requests shall be withheld by Logan County until the final acceptance of the project. Final acceptance of the project will be contingent upon the approval of the Board of County Commissioners.
- C) Final payment of all moneys due on the Contract shall be made within 30 days of completion and acceptance of the work.

ARTICLE IV - Extra Work

If the County orders, in writing, the performance of any work not covered or included in the Specifications, and for which no item in the Contract is provided, and for which no unit price or lump sum basis can be agreed upon, then such extra work shall be done on a negotiated unit price.

ARTICLE V - Correction of Work

The Contractor shall correct any work that fails to conform to the requirements of the contract documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of acceptance by the County.

ARTICLE VI - Insurance

Prior to the commencement of any work on the project, Contractor shall furnish evidence of insurance in the form of an insurance certificate specifying the following coverages and corresponding limits of liability:

- A) General Liability \$350,000.00 (per person) \$990,000.00 (per occurrence).
- B) Automobile \$350,000.00 (per person) \$990,000.00 (per occurrence).
- C) Worker Compensation Insurance in accordance with Colorado law.

ARTICLE VII - Work Locations

Areas where work is to be completed by Contractor under scope of this contract will be determined by the County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
LOGAN COUNTY, COLORADO

By: \_\_\_\_\_  
Chairman

Attest: \_\_\_\_\_  
County Clerk and Recorder

CONTRACTOR:

By: \_\_\_\_\_

Attest: \_\_\_\_\_







## **REQUEST FOR BIDS 2024 LOADER**

The Board of Logan County Commissioners is requesting bids for a 2024 loader. Specifications are enclosed.

Submit bids to the Logan County Commissioners Office, 315 Main Street, Sterling, CO 80751 in a sealed envelope marked "Loader Bid" by 5:00 p.m., Friday, February 16, 2024. Bids will be opened Tuesday, February 20, 2024 at 9:00 a.m.

Equipment must include all applicable OSHA required equipment and meet all applicable OSHA regulations at the time of manufacture.

Bidders are requested to include appropriate literature for the model bid.

Bidders are requested to list on a separate sheet all optional equipment with prices available above and beyond specifications.

Bidders must notify the Commissioners' Office (970) 522-0888 and the Logan County Road and Bridge Department (970) 522-3426 of any irregularities or any inability to meet the suggested minimum specifications no later than two days before the bid deadline. Any bids received without the blanks being completed, in detail, will not be considered.

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

# PETITION FOR ABATEMENT OR REFUND OF TAXES

Please submit in duplicate copies and answer all questions.

County Name: LOGAN

Date Received:

Use Assessor's or Commissioners Date Stamp

PETITIONER: Complete Section I on this side only  
Section I:

Date: 2/5/2023  
Petitioner's Name: Unrein Shirley J  
Petitioner's Mailing Address: 1002 Iris Dr.  
Sterling, CO 80751

Schedule or Parcel Number:

38052531461007

Property Address or Legal

Description of Property:

1002 Iris Dr.  
Sterling, CO

Petitioner states that the taxes assessed against the above property for tax year 2023 are incorrect for the following reasons:

Due to an input error it will be necessary to abate the amount shown below.

In order to correct this error, it will be necessary to abate/refund the following amounts:

\$14,863.32

Tax Amount

2023

Year

Petitioner requests an abatement or refund of the appropriate tax associated with a reduction in value.

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been examined by me, and to the best of my knowledge, information and belief, is true, correct and complete.

Shirley J. Unrein  
Petitioner's Signature

(970) 522-8249  
Daytime phone number

By: \_\_\_\_\_  
Agent's Signature\*

( )  
Daytime phone number

\*Letter of agency must be attached when petition is submitted.

Every petition for abatement or refund filed pursuant to section 39-101-114, C.R.S., shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition. 39-1-113(1.7), C.R.S.

Section II: Assessor's Use Only

	Tax Year: 2023	
	<u>Assessed Value</u>	<u>Tax Amount</u>
Original	251,870.00	\$16,446.10
Corrected	24,240.00	\$1,582.78
Abate/Refund	227,630.00	\$14,863.32

**(FOR ASSESSOR AND COUNTY COMMISSIONERS USE ONLY)**  
**RESOLUTION OF COUNTY COMMISSIONERS**  
**Resolution No. 93-1**

**Section I:** In accordance with 39-1-113(1.5), C.R.S., the County Commissioners of Logan County authorize the Assessor to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of one thousand dollars or less per tract, parcel, or lot of land or per schedule of personal property.

The Assessor and Petitioner mutually agree to an assessed value and tax abatement/refund of:

	Tax Year: 2023	
	<u>Assessed Value</u>	<u>Tax Amount</u>
Original	251,870.00	\$16,446.10
Corrected	24,240.00	\$1,582.78
Abate/Refund	227,630.00	\$14,863.32

**PLEASE NOTE: THE TOTAL TAX AMOUNT DOES NOT INCLUDE ACCRUED INTEREST, PENALTIES, AND FEES ASSOCIATED WITH LATE AND/OR DELINQUENT TAX PAYMENTS, IF APPLICABLE. PLEASE CONTACT YOUR COUNTY TREASURER FOR FULL PAYMENT INFORMATION.**

\_\_\_\_\_  
**Petitioner's Signature** \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Assessor's or Deputy Assessor's Signature** \_\_\_\_\_  
**Date**

**If Section I is not complete and / or if petition is for more than \$10,000, Section II must be completed. Submit an original petition and a copy to the Division of Property Taxation.**

**Section II:** Assessor's recommendation:

- Approved or  Approved in part \$\_\_\_\_\_.
- No protest filed in \_\_\_\_\_. (If a protest was filed, please attach a copy of NOD.)
- Denied for the following reason(s):

\_\_\_\_\_  
**Assessor's or Deputy Assessor's Signature**

**Section III:** WHEREAS, the County Commissioners of Logan County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_/\_\_\_/\_\_\_, at which meeting there were present the following members, Michael Brownell, Jerry Sonnenberg, Joe McBride, with notice of such meeting and an opportunity to present having been given to the taxpayer and the Assessor said County, an abatement/refund be (approved / denied) for property tax year \_\_\_\_\_. The taxes to be abated or refunded are \$\_\_\_\_\_ which presents an assessed value of \$\_\_\_\_\_.

Peggy Michaels (being present / not present) and Petitioner \_\_\_\_\_, (being present / not present), and WHEREAS, The said County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, That the Board (agrees / does not agree) with the recommendation of the Assessor and the petition be (approved / denied) and

\_\_\_\_\_  
**Chairperson of the Board of County Commissioners Signature**

I, Pamela Bacon, County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned County, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County at Sterling, Colorado, this

\_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
**County Clerk's or Deputy County Clerk's Signature**

**ACTION OF THE PROPERTY TAX ADMINISTRATOR**

Denver, Colorado \_\_\_\_\_ (Date)

The action of the Board of County Commissioners, relative to the within petition, is hereby

- Approved;  Approved in part \$\_\_\_\_\_ ;  Denied for the following reason(s):

\_\_\_\_\_  
**Secretary's Signature**

\_\_\_\_\_  
**Property Tax Administrator's Signature**



**RESOLUTION**  
**NO. 2024-6**  
**(Special Use Permit #238 - Amended)**

**A resolution granting a Special Use Permit (SUP) #238 for the construction, maintenance and operation of a Solar Energy Facility operated by CBEP Solar 33, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed five (5) megawatts, to be developed and construction to be completed by the second quarter of year 2025, located on a 50.02 acre parcel, more or less, leased from Becki Dick, in the Northeast Quarter (NE1/4) of Section 1, Township 7 North, Range 53 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.**

**WHEREAS**, CBEP Solar 33, LLC, has applied for a Special Use Permit for the construction, maintenance and operation of a Solar Energy Facility on a 50.02 acre parcel in the Northeast Quarter (NE1/4) of Section 1, Township 7 North, Range 53 West of the 6<sup>th</sup> P.M.; and

**WHEREAS**, The project located on approximately 50.02 acres will consist of approximately 12,285 solar modules with total production not to exceed five (5) megawatts, including inverters, transformers, combiners, and a ground-mounted racking system using single-axis tracker system; and

**WHEREAS**, the property is currently zoned Agricultural; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Special Use Permit at its regular meeting on January 16, 2024; and

**WHEREAS**, the applicant is requesting approval of Special Use Permit #238, to construct, maintain and operate the Solar Energy Facility, with the period of the Special Use Permit to run for 40 (forty) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Special Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of CBEP Solar 33, LLC, for a Special Use Permit for the construction, maintenance and operation of a Solar Energy Facility by CBEP Solar 33, LLC, located on a 50.02 acre parcel in the Northeast Quarter (NE1/4) of Section 1, Township 7 North, Range 53 West of the 6<sup>th</sup> P.M., is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The use is compatible with existing land uses in the area, which is zoned Agricultural.

**III. CONDITIONS:**

1. The permit term shall be for forty (40) years for the identified and approved SUP #238.
2. The Solar Energy Facility shall remain in compliance with the Logan County Solar Regulations, adopted effective August 15, 2023, for the duration of the term of the Special Use Permit.
3. Equipment shall be flat photovoltaic solar panels, mounted on single-axis tracking racks along with associated electrical and utility equipment; and allows

for equipment heights up to eleven (11) feet above the existing or conditioned grade. If any changes or alterations from the above equipment or parameters occur in future phases, the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

4. Total production of project is not to exceed five (5) megawatts, to be developed in phases and construction completed by second quarter of 2025.

5. The applicant shall provide decommissioning and restoration security, in a form and manner acceptable to the County, and obtain the County's written approval of the security prior to commencing construction of the project as written in the decommissioning plan provided with application.

6. The applicant shall provide a weed management plan for approval by the Board of County Commissioners in writing and comply with the plan for the duration of the special use permit.

**BE IT THEREFORE RESOLVED**, that Special Use Permit #238, is granted for construction, maintenance and operation of a Solar Energy Facility operated by CBEP Solar 33, LLC, on property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after January 30, 2064. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 5th day of March, 2024.

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

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

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Vice-Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, 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 Logan and State of Colorado, in regular session on the 5th day of March, 2024.

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

**RESOLUTION  
NO. 2024-7  
(Special Use Permit #239)**

**A resolution granting a Special Use Permit (SUP) #239 for the construction, maintenance and operation of a Solar Energy Facility operated by CBEP Solar 24, LLC, consisting of solar modules mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, with total production not to exceed 2.0 megawatt (ac), to be developed and construction to be completed by the second quarter of year 2025, located on a 80.88 acre parcel, more or less, leased from Jan Lebsack, John Lebsack, Beverly Williams, Joyce Lebsack, James Lebsack, Erika Mertens, and Kenton Lebsack, in the North Half (N1/2) of Section 2, Township 7 North, Range 52 West of the 6<sup>th</sup> Principal Meridian, Logan County, Colorado.**

**WHEREAS**, CBEP Solar 24, LLC, has applied for a Special Use Permit for the construction, maintenance and operation of a Solar Energy Facility on a 80.88 acre parcel in the North Half (NE1/2) of Section 2, Township 7 North, Range 52 West of the 6<sup>th</sup> P.M.; and

**WHEREAS**, The project located on approximately 17 acres will consist of approximately 3,969 solar modules with total production not to exceed 2.0 megawatts (ac), including inverters, transformers, combiners, and a ground-mounted racking system using single-axis tracker system; and

**WHEREAS**, the property is currently zoned Industrial; and

**WHEREAS**, the Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested Special Use Permit at its regular meeting on February 20, 2024; and

**WHEREAS**, the applicant is requesting approval of Special Use Permit #239, to construct, maintain and operate the Solar Energy Facility, with the period of the Special Use Permit to run for 40 (forty) years, and subject to renewal thereafter. The permit will commence on the date of the approval of the requested Special Use Permit.

**NOW BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LOGAN COUNTY, COLORADO:**

**I. APPROVAL:**

The application of CBEP Solar 24, LLC, for a Special Use Permit for the construction, maintenance and operation of a Solar Energy Facility by CBEP Solar 24, LLC, located on a 80.88 acre parcel in the North Half (N1/2) of Section 2, Township 7 North, Range 52 West of the 6<sup>th</sup> P.M., is GRANTED, subject to the conditions set forth below.

**II. FINDINGS OF FACT:**

The use is compatible with existing land uses in the area, which is zoned Industrial.

**III. CONDITIONS:**

1. The permit term shall be for forty (40) years for the identified and approved SUP #239.
2. The Solar Energy Facility shall remain in compliance with the Logan County Solar Regulations, adopted effective August 15, 2023, for the duration of the term of the Special Use Permit.
3. Equipment shall be flat photovoltaic solar panels, mounted on single-axis tracking racks along with associated electrical and utility equipment; and allows for

equipment heights up to eleven (11) feet above the existing or conditioned grade. If any changes or alterations from the above equipment or parameters occur in future phases, the Applicant or any successor in interest shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those changes.

4. Total production of project is not to exceed 2.0 megawatt (ac), to be developed in phases and construction completed by second quarter of 2025.

5. The applicant shall provide decommissioning and restoration security, in a form and manner acceptable to the County, and obtain the County’s written approval of the security prior to commencing construction of the project as written in the decommissioning plan provided with application.

**BE IT THEREFORE RESOLVED**, that Special Use Permit #239, is granted for construction, maintenance and operation of a Solar Garden operated by CBEP Solar 24, LLC, on property legally described above, subject to the conditions set forth above and subject to application for renewal for continued permitted use after March 5, 2064. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the foregoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 5th day of March, 2024.

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

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

\_\_\_\_\_  
(Aye)(Nay)  
Joseph A. McBride, Vice-Chairman

\_\_\_\_\_  
(Aye)(Nay)  
Jerry A. Sonnenberg, 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 Logan and State of Colorado, in regular session on the 5th day of March, 2024.

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



NOV 13 2023

SPECIAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING

BY: \_\_\_\_\_

Applicant

Name: Zach Brammer Phone: (970) 425-3175

Address: PO Box 1255, Sterling, CO 80751

Landowner

Name: Jan Lebsack Phone: 9705200665

Address: 2074 county road 29

Description of Property:

Legal: 1/4 Section North Half Section 2 Township 7N Range 52W

Address: N/A Access off CR or Hwy: State HWY 61

New Address Needed: [X] or N Subdivision Name: N/A

Filing N/A Lot N/A Block N/A Tract N/A Lot Size N/A

Current Zoning: Industrial Current Land Use: Dryland Pasture

Proposed Special Use: CBEP Solar 24, LLC is proposing to construct a 2.0 MW(ac) ground-mounted solar energy facility (SEF) on a portion of Parcel 38073502200007.

Terms of Special Use: 40 years

Building Plans: The Project will include solar panels mounted to single-axis tracking racks, associated electrical equipment including inverters, transformers, combiners, and other equipment, an access road, and fence up to eight feet tall.

I, (We), hereunto submit this application for a Special Use Permit to the Board of County Commissioners, together with such plans, details and information of the proposed special use. I, (We), further understand that the Board of Logan County Commissioners may, in addition to granting a Special Use Permit, impose additional conditions to comply with the purpose and interest of the Logan County Zoning Resolutions and Zoning Map.

Dated at Sterling, Colorado, this Nov 6, 2023 day of Nov 6, 2023

Signature of Applicant: [Handwritten Signature]

Signature of Landowner: [Handwritten Signature] Jan 7, 2023 (Nov 6, 2023 11:53 MST)

# LOGAN COUNTY SPECIAL USE PERMIT APPLICATION FOR COUNTY USE

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

Date of Planning Commission Meeting: \_\_\_\_\_

Recommendation of Planning Commission:  Approval  Denial

Recommended Conditions of the Special Use Permit:

---

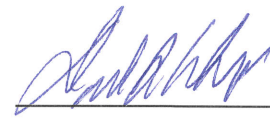
---

---

---

---

---



\_\_\_\_\_  
Chairperson  
Logan County Planning Commission

## COUNTY COMMISSIONERS ACTION:

Conditions of the Special Use Permit:

---

---

---

---

---

---

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

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

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

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

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

**CBEP Solar 24, LLC**  
SUP2024-239 March 2024  
2-7-52



CBEP SOLAR 24, LLC  
PO BOX 1255  
STERLING, CO 80751  
(970) 425-3175  
INFO@CLOUDBREAKENERGY.COM

**DATE:** February 8, 2024

**PROJECT:** Lebsack Solar Project

**SUBJECT:** Updated Project Description and Impact Report

CBEP Solar 24, LLC is proposing to construct a 1.6 megawatt (ac) community solar garden as part of the Xcel Energy Solar\*Rewards Community program. The Project will be constructed on approximately 17 acres of parcel 38073502200007. This parcel is approximately 80.88 acres total and is privately owned by Beverly Williams and the Lebsack Family. This parcel is situated along SH-61 and is approximately 1.35 miles to the southeast of US Hwy 6.

The Project will consist of approximately 3,969 solar modules mounted approximately 6' above the existing grade. These panels are mounted on single-axis trackers, which allows the panels to track the sun from east to west over the course of a day and maximize the output of the solar garden. As these panels track the sun, they will tilt to capture as much sunlight as possible. When the panels are fully tilted, they will reach a maximum height of 11 feet. Therefore, the maximum height of the Lebsack Solar Project will be 11 feet.

This project will also consist of twenty (20) inverters, one concreted-mounted transformer, an access road, up to two permanent storage containers to store parts, tools, and equipment during construction and operations, and a temporary construction trailer. The storage container(s) will be 400 square feet each. The Project will be surrounded by an 8-foot-tall game fence. For interconnection, CBEP Solar 24, LLC will also be constructing five (5) utility poles to connect to the nearest distribution line, as well as upgrading nearby electrical infrastructure.

This solar garden will deliver electricity to the distribution grid via the Xcel Energy Solar\*Rewards Program. CBEP Solar 24, LLC will apply for interconnection with Xcel Energy, which will conduct a feasibility study, followed by a system impact study and facilities study. This process can take anywhere from three to twelve months.

The anticipated construction timeline is below, which will begin after the permitting process has been completed and once an interconnection agreement with Xcel Energy has been signed.

Construction Phase	Season/Duration
Construction Begins	Q3 2024

**CBEP Solar 24, LLC**  
SUP2024-239 March 2024  
2-7-52





DATE: October 26, 2023

PROJECT: Lebsack Solar Project

SUBJECT: Location Map

A. Location of the Proposed Solar Energy Facility in the County

This Parcel is currently zoned as "Industrial." The parcel is currently being used as a dryland pasture. Historically, this parcel has been used as grazing land. For more information regarding the location of the Project, please refer to Page 1 of the Conceptual Site Plan.

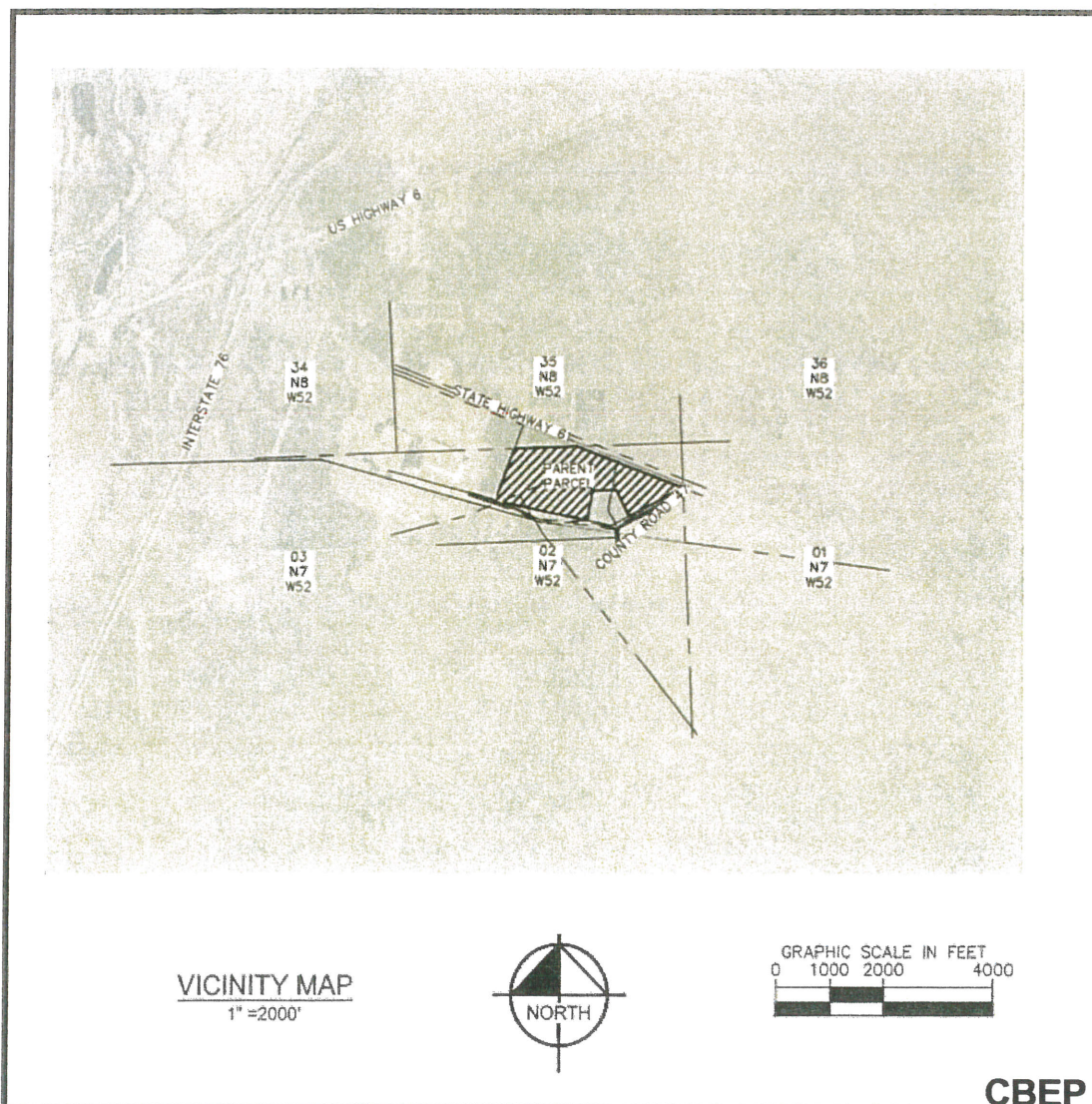




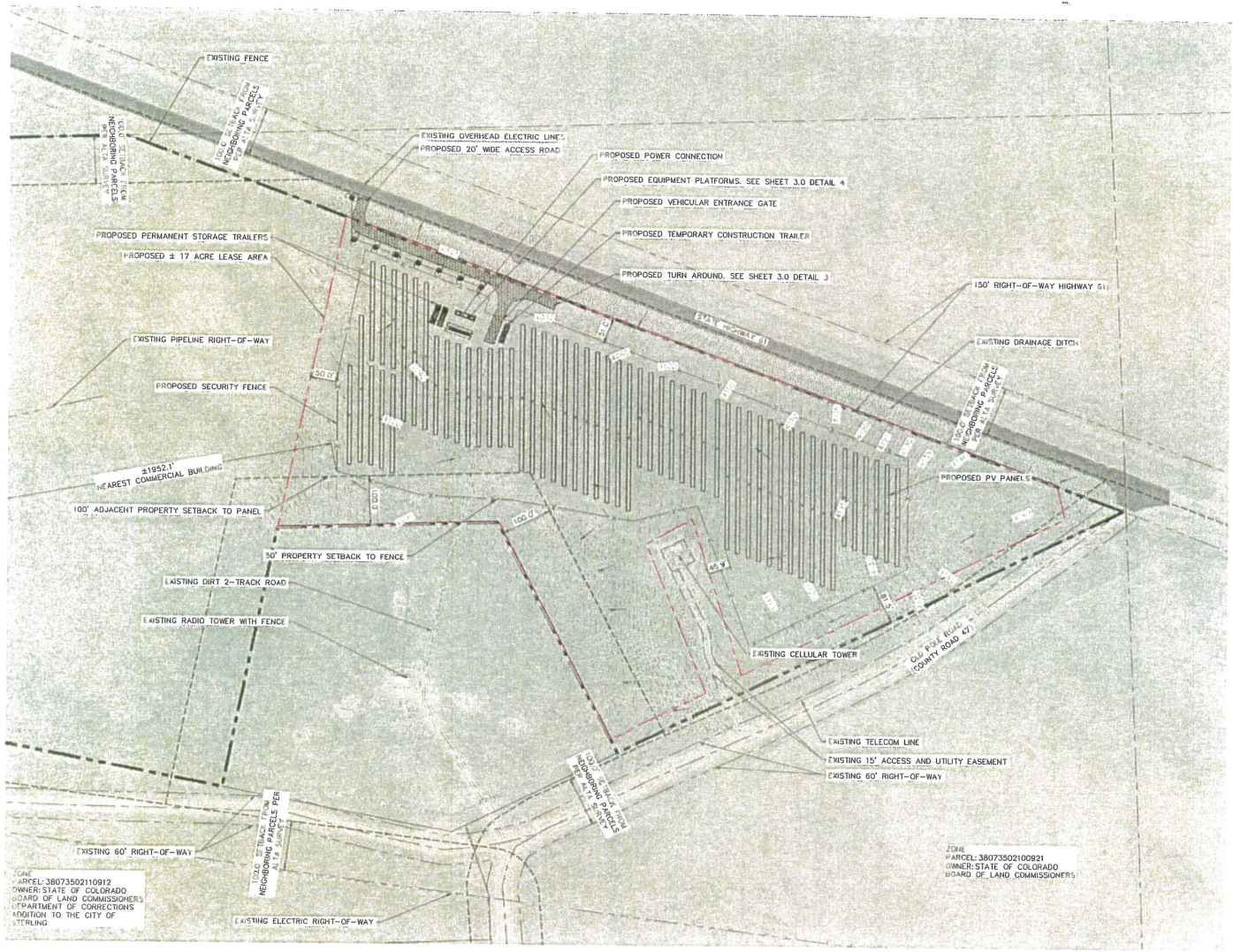


Image © 2024 Airbus

**CBEP Solar 24, LLC**  
SUP2024-239 March 2024  
2-7-52



# SPECIAL USE REVIEW LEBSACK SOLAR PROJECT LOGAN COUNTY



LEGEND	
	EASEMENT
	PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING ROAD
	PROPOSED FENCE
	EXISTING FENCE
	EXISTING GAS LINE
	LEASE AREA
	PROPOSED ELECTRIC
	EXISTING FIBER LINE
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	PROPOSED OVERHEAD ELECTRIC
	EXISTING OVERHEAD ELECTRIC
	PROPOSED SETBACK
	PROPOSED SOLAR PANEL
	PROPOSED ROAD
	PROPOSED POWER POLE
	PROPOSED PERMANENT & TEMPORARY TRAILERS
	EXISTING FLOW ARROW

<p><b>Kimley-Horn</b> DESIGNED BY: JCH DRAWN BY: JCH CHECKED BY: AJH DATE: 12/14/23</p>	<p>LEBSACK - LOGAN COUNTY COLORADO CONDITIONAL USE REVIEW SITE PLAN</p>
<p>FOR REVIEW ONLY NOT FOR CONSTRUCTION</p>	
<p>PROJECT NO. 195664000 DRAWING NAME 2.0</p>	

**CBEP Solar 24, LLC**  
SUP2024-239 March 2024  
2-7-52

K:\NEPA\_Civil\_Series\CloudBreak\195664000\_Weld\_County\_Perfields\Lebsack\CA200\3\_PlanSheet\SP\_CD.dwg Home: hsk 12/14/2023 3:43 PM



**Allen Clevenger**

Right of Way

ROW2024-2 March 2024

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

County Road 68, Crook

**INDIVIDUAL PERMIT**

THIS AGREEMENT made this (County fills in) 16<sup>th</sup> day of Feb., 2024, by and between the County of Logan, State of Colorado, hereinafter called "County", and Allen Clevenger 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): Sec. 22-11-49

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

WHEREAS, Applicant desires to install and construct a pipe line, which will be located (Circle One) along, bore under, or trench across Road 79, 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 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 Road 79, 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 June 1<sup>st</sup> 2024.
- 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 Allen Clevenger, 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**

Allen Clevenger Printed name Allen Clevenger  
Signature

**Land Owner #2**

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

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

Donna Puckett  
Printed name

\_\_\_\_\_  
Signature

Address: 6255 Dexter st  
Commerce city, co 80022  
\_\_\_\_\_

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

Date \_\_\_\_\_

Email: Dpuckett@hoopercorp.com

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

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

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

\_\_\_\_\_  
Joseph A. McBride (Aye) (Nay)

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

**Allen Clevenger**  
Right of Way  
ROW2024-2 March 2024  
County Road 68, Crook





**Allen Clevenger**

Right of Way

ROW2024-2 March 2024

County Road 68, Crook





**Federal and State Government Legislative  
Advocacy and Grant Writing Proposal for  
Logan County Commissioners**

**by**

**Waller Consulting LLC**

**&**

**Bridge Consulting, Public Benefit Corporation**

**(PBC)**

**March 1, 2024**

## Summary of Services

Former Colorado Representative and former El Paso County Commissioner Mark Waller and former Colorado Representative Joe Miklosi believe that representation and advocacy combined with government relations knowledge, ensure success for Colorado rural counties like Logan County.

Rural counties – including Logan County Commissioners (Logan County) – do so much to improve their communities. Unfortunately, that is not enough. Without strong advocates communicating for rural policy goals to government leaders at both the federal and state government levels, Logan County will lose important public policy debates, potential funding, and be forced to implement unfunded mandates.

In addition to trade group representation, large counties rely on well-connected individualized lobby efforts to advance their agendas, at both federal and state levels. As Logan County knows all too well, policy agendas of large counties do not always align with rural counties.

Logan County needs and deserves the same individualized representation and voice as large counties at the Colorado State Capital and in Washington, D.C.. With each passing year, veteran lobbyists and consultants Waller and Miklosi, see more and more legislation negatively impacting rural communities.

While policymakers are working hard to create policies designed to serve all Coloradans, they often miss the mark, especially in rural areas. As this onslaught of progressive legislation continues to be introduced at the State Capital and in Washington, D.C., it is more important now than ever for Logan County to have a strong voice in the public policy making process to ensure the best possible outcomes for the citizens of Logan County.

When it comes to legislative and regulatory challenges, Logan County is not alone. Many other rural counties confront the same issues, including employee attraction and retention, dealing with greater regulatory compliance while budgets shrink, and other related issues. Waller and Miklosi understand bringing a unified voice to policymakers at the federal and state level provides the best possible chance of success to ensure positive outcomes for rural

Coloradans. In addition, Waller and Miklosi understand how to turn grant writing challenges into opportunities.

Finally, rural counties like Logan County, need revenue diversity. Waller and Miklosi are interested in providing grant writing and federal government appropriations services to Logan County. Waller and Miklosi have experience writing grant applications for federal government, state government, and foundation grant opportunities as well as navigating the complex and highly political federal government appropriations process.

Waller and Miklosi have generated over \$25 million dollars in grant revenue from multiple sources. Recent examples include Waller and Miklosi helping secure a million dollar grant from the USDA for Pioneers Medical Center to upgrade their tele-health infrastructure. Waller and Miklosi also assisted the Montrose County Commissioners secure a \$7.7 million dollar federal government appropriations request to renovate the Montrose, Colorado Town Hall building, which will have maximum, economic impact in both the private and public sectors worth millions of dollars. Additionally, Waller and Miklosi are working with Kevin Stansbury, CEO of Lincoln Health, to secure a \$3 million dollar appropriations request to help pay for the construction of a new hospital. Waller and Miklosi are also working with Lincoln Health to pass federal legislation that will fund rural hospital capital and infrastructure projects as well as reduce Medicare sequestration fees.

## **Next Steps**

To provide the best possible outcomes for Logan County and the constituents they serve, Waller Consulting LLC and Bridge Consulting, Public Benefit Corporation, will utilize their respective former State Representative experience, their extensive legislative and executive branch networks, and their extensive legal experience to ensure the needs of Logan County are articulated to political stakeholders in Denver and in Washington, D.C.

Waller and Miklosi will meet with Colorado leaders, including Governor Polis, executive branch officials, legislative elected officials, political appointees, administrators, and other leaders to represent Logan County. During the meetings, Waller and Miklosi will advocate, communicate, and educate Colorado government officials regarding public policy goals and outcomes for Logan County residents.

Waller and Miklosi can also schedule trips to Washington, D.C. to meet with Members of Congress, the USDA, and executive branch departments to work on rural and farming legislation that will impact Logan County.

**Specifically, Waller Consulting LLC and Bridge Consulting will provide the following scope of work for Logan County:**

- Prioritize major legislative and regulatory needs for Logan County. Waller and Miklosi will meet with Logan County Commissioners to better understand Logan County's policy goals and related needs.
- Regarding legislative needs at the Colorado State Capital, Waller and Miklosi will focus on ensuring Logan County's needs and requirements are heard and understood by Colorado's policy leaders. In addition, Waller and Miklosi will track potential legislation and rulemakings in state government and report those findings back to Logan County.
- Regarding regulatory needs, Waller and Miklosi will lobby Colorado Executive branch agencies to reduce and or amend the number of regulations that will negatively impact Logan County.

For example, Waller and Miklosi have close connections to both Governor Polis' political advisors and his senior level leadership.



- Regarding grant acquisition, Waller and Miklosi will focus on reviewing, prioritizing, and providing application assistance for grants for Logan County. Waller and Miklosi will focus on non-earmarked or open-ended grants that can be used for various purposes, such as employee retention purposes or other challenges confronting Logan County.
- Create a timeline for achieving each prioritized goal.
- Create a strategy for coordinating with allies, who in turn, can influence Executive and Legislative Colorado leadership regarding policy and regulatory goals.
- Other duties as assigned by Logan County.

## Timeline

### **March – May, 2024**

- Engage in lobbying both State Legislators and Polis Administration officials on behalf of Logan County.
- Identify and discuss impacts of legislative priorities on Logan County during the 2024 Colorado legislative session. Continue discussing strategies to achieve legislative goals for the 2024 legislative session, including potential introduction of legislation
- Work to impact and guide already introduce legislation.
- Coordinate with other rural counties and stakeholders to amend legislation impacting Logan County.
- Review and prioritize grant opportunities at the federal government, state government, and foundation level.
- Schedule networking calls for Logan County to connect with grant makers to determine grant application viability.
- Provide monthly report of progress and obstacles impacting achievement of goals.

### **May – December, 2024**

- Review, discuss, and provide summary report to Commissioners regarding outcomes of the 2023 legislative session.
- Discuss successes, failures, and obstacles impacting 2023 legislative session goals to create goals and strategy moving forward in 2024.
- Strategize about partnerships to forge with other like-minded Counties and organizations to ensure legislative, regulatory, and grant writing success.
- Continue to review and prioritize grant opportunities at the federal government, state government, and foundation level.
- Provide monthly reports of progress and obstacles impacting achievement of goals.

## **Fee Structure**

Waller Consulting LLC and Bridge Consulting, PBC propose a 10-month contract (March 1, 2024 - December 31, 2024) of \$1,250 per month to achieve the goals outlined in this proposal on behalf of Logan County. The monthly fee will be paid on the last day of the month for the work performed in the previous month. Wire transfer or ACH transfer is preferred method of payment.

## **Professional Services Agreement**

This Agreement is made this 1<sup>st</sup> day of March, 2024, by and between Logan County Commissioners (Logan County) and Waller Consulting, LLC (hereinafter Waller), 603 Pioneer Haven Pt., Palmer Lake, CO 80133 and Bridge Consulting, Public Benefit Corporation, (hereinafter Miklosi,) 2205 South Holly Street, Unit 8, Denver, CO 80222 pursuant to which Waller and Miklosi will perform the following professional services for Logan County under the terms and conditions stated.

### **1. Scope of Services:**

Waller and Miklosi will provide consulting and lobbying services to Logan County regarding State and Federal legislation. A full list of services provided by Waller and Miklosi are included in this proposal.

### **2. Compensation**

In consideration for the professional services rendered by Waller and Miklosi, for the term of this Agreement, Logan County agrees to pay a monthly fee to Waller and Miklosi of \$1,250.00 per month. Waller and Miklosi will submit an invoice upon execution of this Agreement and will commence work immediately.

### 3. Expenses

Waller and Miklosi will obtain prior approval from Logan County prior to incurring any expense, such as travel.

### 4. Term

This Agreement will commence March 1, 2024 and will end December 31, 2024.

### 5. Records

Waller and Miklosi their employees and agents, will maintain detailed and accurate books and records of account with respect to its activities undertaken on behalf of Logan County and will provide periodic reports of such activity as requested by Logan County . Waller and Miklosi will maintain the books and records in the manner and for the time period required by state and local law.

### 6. Confidentiality

Waller and Miklosi, their employees and agents, will hold strictly confidential all information and materials provided by Logan County to Waller and Miklosi or created by Waller and Miklosi in performing the services described in this Agreement. This information and material will remain the property of Logan County. Waller and Miklosi will not use or disclose the information unless authorized to do so in writing by Logan County. Upon expiration of this Agreement, or within thirty (30) days thereafter, Waller and Miklosi will return all such materials to Logan County. Waller and Miklosi obligation to maintain the confidentiality of all information obtained by Waller and Miklosi from Logan County in connection with the performance under the Agreement will survive the termination of this Agreement.

### 7. Independent Contractor

Under the terms of this Agreement, Waller and Miklosi shall be independent contractors and this Agreement shall not be construed to create an association, partnership, joint venture, relation of principal and agent or employer and employee between Logan County and Waller and Miklosi or any of its employees within the meaning of any federal, state or local law. Waller and Miklosi will not enter into any agreement, oral or written, on behalf of Logan County or otherwise obligate Logan County without the Logan County 's advance written approval.

## 8. Registration

Waller and Miklosi will be responsible for registering and filing timely reports with state and local government, as required by law or regulation, in connection with its activities on behalf of Logan County. All reports shall be filed in an accurate and timely manner at the expense of Waller and Miklosi. Waller and Miklosi will forward copies of all such disclosures and reports to Logan County upon request. Waller and Miklosi will provide all necessary information and assistance to Logan County in timely and accurate fashion to enable Logan County to comply with any filing and registration obligations. Waller, and Miklosi warrants that they have obtained and will maintain all necessary licenses, certifications or registrations required by law.

## 9. Reporting

Waller and Miklosi will provide a summary report of work planned, underway and completed as requested, attributable to Logan County interests.

## 10. Conflicts of Interest

During the term of this Agreement, Waller and Miklosi will not, without the prior written consent of Logan County, engage in consulting or similar activities for any company or entity whose interests are adverse to Logan County .

## 11. Miscellaneous

- (a) This Agreement and all matters collateral hereto, shall be governed by the laws of the State of Colorado applicable to agreements made within the State of Colorado.
- (b) This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreements concerning the subject matter.
- (c) If any provision of the Agreement is determined to be invalid or unenforceable, the remaining provisions will remain intact and in effect.
- (d) This Agreement may be amended or assigned only by a writing signed by both parties.
- (e) If an assignment occurs, the assignment will not relieve the assigning party of its liabilities and obligations under the Agreement. This Agreement is binding upon successors and assignees of the parties. A waiver by either party of any term or condition of the Agreement in one

or more instances will not constitute a permanent waiver of that term or condition.

- (f) Notices provided shall be sent by email. Notices to Waller and Miklosi shall be sent to the following email addresses: [Jpm@JoeMiklosi.com](mailto:Jpm@JoeMiklosi.com) and [Mark@WallerConsulting.net](mailto:Mark@WallerConsulting.net). Notices to the Logan County Commissioners shall be sent to the following email addresses: [Jmcbride@logancountyco.gov](mailto:Jmcbride@logancountyco.gov), [Jbauder@logancountyco.gov](mailto:Jbauder@logancountyco.gov), and [Jsonnenberg@logancountyco.gov](mailto:Jsonnenberg@logancountyco.gov).

This Agreement and any and all notices specified herein may be executed by the email addresses listed above.

## 12. Termination

This Agreement may be terminated in accordance with the following provisions:

- a. This Agreement shall terminate automatically upon the expiration of the Term;
- b. The Parties shall have the right to terminate this Agreement by mutual written consent;
- c. Either Party shall have the right to terminate this Agreement upon 30 days prior written notice to the other Party.

### Waller Consulting

By:   
Mark Waller, President and CEO

Date: 2/28/24

### Logan County Official

By: \_\_\_\_\_

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

### Bridge Consulting, Public Benefit Corporation (PBC)

By:   
Joe Miklosi, CEO

Date: Feb 28, 2024