



AGENDA
Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, August 15, 2023 - 9:30 a.m.

Call to Order
Pledge of Allegiance
Revisions to Agenda
Consent Agenda

Approval of the Minutes of the August 1, 2023, meeting.

Acknowledgment of the receipt of the Clerk and Recorder's report for the month of July, 2023.

Acknowledgment of the receipt of the Landfill Supervisor's report for the month of July, 2023.

Acknowledgment of the receipt of the Veteran's Service Officer's Monthly Report report for the month of July, 2023.

Unfinished Business

Consideration of the approval of amendments to the Logan County Zoning Resolution by the amendment of regulations for the issuance of permits for Wind Energy Facilities in the unincorporated areas of Logan County, Colorado.

Consideration of the approval of amendments to the Logan County Zoning Resolution by the adoption of regulations for the issuance of permits for Solar Energy Facilities in the unincorporated areas of Logan County, Colorado

New Business

The Board will open bids for the burial of a deceased indigent individual.

Consideration of the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-1 Valley School District for administration of their respective duties concerning the conduct of the General Election to be held November 7, 2023.

Consideration of the approval of Resolution 2023-24 and an application for Subdivision Exemption on behalf of the Estate of Albert J. Kinzie, Jr. to create a 17.58-acre parcel from a 377-acre parcel in an Agricultural (A) zone district in the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 8 North, Range 49 West of the 6th Principal Meridian, in Logan County, Colorado.

Consideration of the approval of an agreement between Logan County and Hooper Corporation and issuance of Right of Way Permit number 2023-9 for use of the County Right of Way to trench under County Road 51 for a new transformer for Xcel Energy.

Consideration of the approval of Resolution 2023-25 approving modified user fees for the deposit of solid waste in the Logan County Landfill to be effective January 1, 2024.

Other Business

Miscellaneous Business/Announcements

The next regular meeting will be scheduled for Tuesday, August 29, 2023, at 9:30 a.m. at the Logan County Courthouse.

Executive Session as Needed Adjournment

August 1, 2023

The Logan County Board of Commissioners met in regular session with the following members present constituting a quorum of the members thereof:

Jerry A. Sonnenberg	Chairman
Joseph A. McBride	Commissioner
Mike Brownell	Commissioner

Also present:

Alan Samber	Logan County Attorney
Rachelle Stebakken	Logan County Deputy Clerk
Debbie Unrein	Logan County Finance
Rob Quint	Logan County Planning and Zoning
Jeff Rice	Journal Advocate

Chairman Sonnenberg called the meeting to order at 9:34 a.m. and opened the meeting with the Pledge of Allegiance.

Chairman Sonnenberg asked if there were any revisions for the agenda other than adding the announcement of the addition of the public hearings for the amendments to the wind turbine and solar garden regulations under New Business. Hearing none, Chairman Sonnenberg continued with consent agenda.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the July 18, 2023, meeting.
- Acknowledgement of the receipt of the Clerk and Recorder's reports for the months of March, April, May, and June, 2023.

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

Chairman Sonnenberg continued with New Business:

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and Haxtun School District RE-2J for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-11J Weld School District (Prairie) for administration of their respective duties concerning the

conduct of the Coordinated Election to be held November 7, 2023. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve an Intergovernmental Agreement between Logan County acting by and through the Logan County Clerk and Recorder and RE-11J Weld School District (Prairie) for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 1, 2023, through July 31, 2024. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner McBride moved to approve an agreement between Logan County and Blazen Illuminations for maintenance of the Courthouse exterior architectural lighting operating system for the period August 1, 2023, through July 31, 2024. Commissioner Brownell seconded, and the motion carried 3-0.

Chairman Sonnenberg opened a public hearing testimony phase of the meeting for the approval of Contract Modification #2, Amendment #1 Construction Administration Bridge Replacement LOG93-60.5-243 between Short Elliott Hendrickson, Inc. (SEH) and Logan County which includes additional cost for 2023 staff hourly rates and additional hours to provide project re-advertisement. Chairman Sonnenberg seeing no public comments, closed the public hearing testimony phase.

Commissioner Brownell moved to approve Contract Modification #2, Amendment #1 Construction Administration Bridge Replacement LOG93-60.5-243 between Short Elliott Hendrickson, Inc. (SEH) and Logan County which includes additional cost for 2023 staff hourly rates and additional hours to provide project re-advertisement. Commissioner McBride seconded, and the motion carried 3-0.

Chairman Sonnenberg announced that the addition of the public hearing amendment to the wind turbine and solar garden regulations through Planning and Zoning is August 15, 2023 and will also be posted.

Other Business

The next regular meeting will be scheduled for Tuesday, August 15, 2023, at 9:30 a.m. at the Logan County Courthouse.

There being no further business to come before the Board, the meeting adjourned at 9:40 a.m.

Submitted by:

 Rochelle Stebbins
Logan County Deputy Clerk

Approved: August 15, 2023

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Jerry A. Sonnenberg, Chairman

Attest:

Logan County Clerk & Recorder

Clerk Fees Collected 2023

July

County Fees Retained

	<u>2022</u>	<u>2023</u>	
Recording Fees Retained	10,051.79	12,303.23	
Motor Vehicle Fees Retained	293,145.19	335,308.24	
Total \$	305,218.98	\$ 347,611.47	\$42,392.49

Fees & Taxes Distributed

State of Colorado	220,708.71	243,653.35	
City of Sterling	24,470.28	31,174.76	
Town of Fleming	959.00	3,526.20	
Total \$	246,137.99	\$ 278,354.31	\$32,216.32

Fees Retained Year to Date

\$2,323,619.89

LOGAN COUNTY SOLID WASTE DEPARTMENT--MATT CHRISP, SUPERVISOR

315 Main Street Sterling, CO 80751

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

FOR JULY 2023		TONS	PRICE	CHARGES
Area Town Clean-ups	CPC		@ \$1.17	\$0.00
City of Sterling Clean-up	SFCC		@ \$1.17	\$0.00
City of Sterling Packers	SF	570.40	@ \$23.17	\$13,216.17
City of Sterling Dump Trucks	CL	113.57	@ \$23.17	\$2,631.42
General Public		56.39	@ \$23.17	\$1,306.56
Commerial (Packers & Roll Offs)	C	915.81	@ \$23.17	\$21,219.32
>5 Tons on Free Certificates	XTON		@ \$23.17	\$0.00
Indust. Waste>5 Tons on Free Cert.	IDXTON		@ \$36.17	\$0.00
Industrial Waste	All other ID	1400.70	@ \$36.17	\$50,663.32
Industrial Petroleum Contaminated Soil	IDPCS		@ \$36.17	\$0.00
Out of County	OC	101.50	@ \$46.34	\$4,703.51
Industrial Waste Out of County	IDOC	18.25	@ \$72.34	\$1,320.21
Rural Free Certificates	NC	91.12	NC	
All County Vehicles	NCC	8.71	NC	
TOTAL TONS		3276.45		
\$10.00 MINIMUM DIFFERENTIAL				\$890.61
\$20.00 MINIMUM DIFFERENTIAL				\$1.01
E-Waste Recycling		4 ITEMS		\$54.00
E-Waste Recycling	NCEW	41 ITEMS	NC	
GEW (Government E-Waste)			LB. \$0.15	\$0.00
Recycled E-Waste (Landfill)	REW			
Outgoing Recycled Tires/Metal/Wood		6.36		
Car Tires (CHG)		113	@ \$5.00	\$565.00
Truck Tires (CHG)		1	@ \$8.00	\$8.00
Car/Truck Tires (NC)			NC	
Tractor Tires (CHG)			@ \$12.00	\$0.00
Earth Moving Tires (CHG)			@ \$20.00	\$0.00
Tractor/Earth Moving Tires (NC)			NC	
R & B Illegally Disposed Tires & Matts (RBT)		16	NC	
Appliances (CHG)		26	@ \$5.00	\$130.00
Appliances (NC)			NC	
Analytical Reviews	ARV		@ \$180.00	\$0.00
Unsecured/Unauthorized Loads	CHG	1	@ \$10.00	\$10.00
Total # of Vehicles		982		
TOTAL OC & IDOC				\$6,024.72
TOTAL IN COUNTY				\$90,694.39
GRAND TOTAL				\$96,719.11

SIGNED BY: Pam Jerdig
 DATE: August 1, 2023

LOGAN COUNTY SOLID WASTE SUR-CHARGE REPORT

Jul-23	TONS	CPC (CLOSURE)	GRAND TOTAL
CASH	1109.15	2618.18	\$37,564.74
CHARGE	1483.32	3015.76	\$43,197.98
CITY OF STERLING	683.97	1375.16	\$15,956.39
TOTAL	3276.44	\$7,009.10	\$96,719.11
THESE TNS ARE SHIPPED OFF:			
GEW			
RECYCLED METAL (SWAN)	6.36		
RECYCLED METAL (BOHM)			
RECYCLED TIRES			
RECYCLED EWASTE (LF)			
GRAND TOTAL TNS	3282.80		

SIGNED BY: *Pam Terdig*
 DATE: *8-1-2023*



Colorado Division of Veterans Affairs

County Veterans Service Officer Monthly Report

State Fiscal Year 2023-2024

County:

Month:

In compliance with C.R.S. § 28-5-707 and in support of semiannual payment, we hereby certify that 84 hours have been worked by accredited veterans service officers and in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the wait time for an appointment with our veterans service office was no more than 3 days in the month stated above.

In compliance with C.R.S. § 28-5-804 and for the purpose of providing prompt, efficient, and uniform service to Colorado veterans, we hereby certify the following outputs by our CVSO in the month stated above:

Telephone Calls	59
Emails / Mail	18
Appointments / Walk - In	24
Outreach Events	6
Total Served	107

This is verified as a true and accurate record. We acknowledge that the lack of timely submission of this form can result in delayed or missing payments.



County Commissioner or Designee



Date

Please return this form no later than the 10th of the following month

to: Colorado Division of Veterans Affairs

cdvainfo@dmva.state.co.us

LOGAN COUNTY



WIND ENERGY REGULATIONS

Effective: May 2, 2023

Amended: August 15, 2023

LOGAN COUNTY ZONING RESOLUTION

ARTICLE 1 - WIND ENERGY FACILITIES

Section 1-101

Applicability

The review process set forth in this Article 1 shall apply to all Wind Energy Facilities that do not fall within the statutory definition of Major Electrical Facilities of a public utility or a power authority, as that term is defined by Section 29-20-108, C.R.S.

If any portion of a Wind Energy Facility is within the statutory definition of a Major Electrical Facility of a public utility or a power authority, that portion shall be subject to a separate application, and shall be subject to the other requirements of Logan County Zoning Use Resolution and to Colorado statutory and regulatory requirements.

Section 1-102

Definitions

In addition to the definitions set forth under Article 12 of the Logan County Zoning Resolution, the following definitions apply to terms used in the regulatory provisions of this article.

- A. Special Use Permit for a Wind Energy Facility**
A permit issued by the County required for the siting, construction and operation of a Wind Energy Facility.
- B. Hub Height.** The distance measured from ground level to the center of the turbine hub.
- C. Hub.** The part of a wind turbine that connects the blades to the nacelle.
- D. Owner.** The entity or entities with an equity interest in the Wind Energy Facility, including their respective successors and assignees. Owner does not refer to the property owner from whom land is leased to locate a Wind Energy Facility, unless the property owner has an equity interest in the Wind Energy Facility.
- E. MET Tower.** A meteorological tower used for the measurement of wind speed.
- F. Nacelle.** A cover housing that houses all of the generating components in a wind turbine, including the generator, gearbox, drive train, and brake assembly.
- G. Structure.** A structure refers to above ground components of the Wind Energy Facility, including wind turbines and buildings accessory to the Wind Energy Facility. A structure does not include transmission line poles or substations.

- H. **System Height.** The combined height of the tower, the wind turbine and any blade extended at its highest point, measured from ground level.
- I. **Tip Height.** The distance measured from the ground level to the tallest point of blade.
- J. **Wind Energy Facility.** An electricity generating facility consisting of one or more Wind Turbines under common ownership or operating control, and includes substations, MET Towers, cables/wires and other buildings accessory to such facility, whose main purpose is to supply electricity to off-site customer(s).
- K. **Wind Turbine.** A wind energy conversion system that converts wind energy into electricity through the use of a wind turbine generator. The term "Wind Turbine" shall include the turbine, blade, tower, base and pad transformer.

Section 1-103

**Special Use Permit Application
Requirements for a Wind Energy Facility.**

- A. **Application Materials.** The Applicant shall submit an application for a Special Use Permit to the County that contains the minimum general information and materials required under this Section, and shall pay the requisite fees as required by the Logan County Planning and Zoning Fee Schedule.

Wind Energy Facilities shall require a Special Use Permit issued, prior to construction, by the Board of County Commissioners upon the recommendations of the County Planning Commission.

The following materials shall be required in all applications for a Special Use Permit for a Wind Energy Facility:

1. **Location Map.** A location map, to scale, that illustrates the following:
 - a. Location of the proposed Wind Energy Facility in Logan County, and a description of the current land use.
 - b. All property within the site and within 500 feet of the exterior boundary of the site of the proposed Wind Energy Facility.
 - c. The location and description of the current land use, including agricultural use, dwelling units, microwave communication links and airports.
2. **Conceptual Site Plan.** A Conceptual Site Plan shall be prepared and submitted as part of the Special Use Permit Application. The Conceptual Site Plan, prepared at a scale acceptable to the Logan County Planning and Zoning Department shall include the following elements:
 - a. Date of preparation, revision box, written scale, graphic scale and north arrow

(designated as true north).

- b. Clearly identified boundary lines and dimensions of the site where the proposed Wind Energy Facility will be located.
 - c. Project area boundary and approximate size of the site where the proposed Wind Energy Facility will be located, in acres or square feet.
 - d. Location of all existing structures and facilities on the site where the proposed Wind Energy facility will be located, and on properties within 500 feet of the exterior boundary of the site.
 - e. Existing and proposed roads, railroad tracks, utility lines and facilities, irrigation ditches and equipment, within the site and within 500 feet of the exterior boundary of the site where the proposed Wind Energy Facility will be located, shown by location and dimension.
 - (i) Application shall provide a description of the ownership and a description of the easements and rights-of-way identified on or within 500 feet of the exterior boundary of the site.
 - f. Existing and proposed features and exclusion zones including applicable setbacks that are relevant to the review of the application, including contours, natural and artificial drainage ways, wetland areas, ditches, hydrological features (with flooding limits based on information available through the County), aquatic habitat, geologic features and hazards, and soil types, vegetative cover, dams, reservoirs, excavations, and mines.
 - g. Project description and proposed phasing of development.
 - (i) An application shall provide a description of the project and each phase of development, including the approximate number of Wind Turbines, and the accessory structures, power output (in MW), and infrastructure and interconnection requirements for each phase.
3. **Access.** Description of potential access route(s), including road surface material, proposed Measures for dust control, and proposed road maintenance schedule or program.
4. **Utility Interconnection or Crossing.**
- a. The Applicant will provide a certification of intent to enter into an interconnection agreement and crossing agreement(s) to/with applicable utilities.
5. **Impact Analysis.** The Applicant will provide a description of the impacts that the proposed Wind Energy Facility may cause, based upon the approval standards in Section 1-104 of this Article. This analysis shall include: a description of baseline conditions and the impacts that the proposed use may cause, as described in Section

1-104; a description of how the Applicant will mitigate impacts; and documentation that applicable standards will be satisfied. The Applicant shall also assess the potential effects of the proposed project on County services and County capital facilities. In the event that impacts to County services or County capital facilities from construction and operation of a Wind Energy Facility are identified, the Applicant shall develop a plan to maintain County services and County capital facilities. If impacts cannot be fully mitigated, the Applicant may be required to pay the County a mutually agreed upon impact fee to allow the County to maintain existing County Services and Capital facilities.

6. **Decommissioning Plan.** The Applicant shall provide a detailed Decommissioning Plan explaining how the project will be deconstructed and disposed of upon abandonment or end of its useful life, including the method and manner of site reclamation and the proposed financial guarantee to secure the decommissioning obligation.
7. **Notice to Landowners/Mineral Right Holders.** Applicant shall notify the individual property owners and mineral rights holders within the project site and within 500 feet of the exterior boundary of the project site of the proposed project in accordance with County and State notification requirements.
8. **Additional Information and Waivers.** The County may request additional information that may be required to evaluate the proposed Wind Energy Facility. The County may waive or alter any of these minimum requirements if they are determined to be inappropriate or unnecessary to determining if the application satisfied applicable standards.

B. Pre-Construction Materials. The Applicant will be required to submit the following materials prior to commencement of construction and prior to the issuance of a Special Use Permit:

1. **Detailed Site Plan.** A Detailed Site Plan, prepared at a scale acceptable to the Planning and Zoning Department and certified by a professional surveyor, shall include the following elements:
 - a. Date of preparation, revision box, written scale, graphic scale, and north arrow (designated as true north).
 - b. Location of all proposed structures and facilities, including the location and dimensions for *each* Wind Turbine in the proposed Wind Energy Facility, including:
 - (i). Setbacks for each Wind Turbine from property lines.
 - (ii). Setbacks of all accessory buildings and structures.
 - c. Description of utility interconnection and crossing.
 - d. The Detailed Site Plan shall be accompanied by a schematic drawing showing the Wind Turbine and range of dimensions, including system height, rotor

diameter, hub height, and rotor ground clearance.

2. **Septic System.** If the proposed Wind Energy Facility includes uses that must be served by a septic system, the Applicant shall comply with applicable Logan County requirements. The Applicant shall provide a statement certifying that the septic system for the Wind Energy Facility will comply with applicable County, State, and Federal requirements.
3. **Water Supply System.** If the proposed Wind Energy Facility includes uses that must be served by water, the Pre-Construction Materials shall describe the water source and sufficiency of the water supply for the Wind Energy Facility, including decreed or conditional water rights. If a well is required, the Applicant shall obtain the necessary permit from the State of Colorado Office of the State Engineer.
4. **Water and/or Wind Erosion Control Plan.** As part of the Pre-Construction Materials, the Applicant will provide a preliminary plan showing existing and proposed grading for the Wind Energy Facility site. The Drainage and Erosion Control Plan shall be accompanied by a description of practices that will be utilized to prevent erosion and run-off during construction. If there are any modifications to this plan, the Applicant will provide a final Drainage and Erosion Control Plan prior to commencement of construction.
5. **Analysis for Erosion, Sedimentation and Flooding.** If any Wind Turbine or accessory facility included in the proposed Wind Energy Facility is located within the 100-year floodplain, the Pre-Construction Materials shall include a preliminary report that addresses the potential for wind erosion, water erosion, sedimentation and flooding. If there are any modifications to the locations of Wind Turbines or ancillary facilities, the Applicant will provide a final report prior to commencement of construction.
6. **Geotechnical Report.** The Applicant shall provide written certification that prior to construction, a professional engineer licensed in the State of Colorado will complete a Geotechnical Study that includes the following:
 - a. Soils engineering and engineering geologic characteristics of the site based upon on-site sampling and testing.
 - b. Foundation and tower systems design criteria for all proposed structures.
 - c. Slope stability analysis.
 - d. Grading criteria for ground preparation, cuts and fills, and soil compaction.
7. **Notification Requirements.**
 - a. **Notice to FAA and Approval.** The Application will provide written certification that the Federal Aviation Administration (FAA) forms have been submitted to the FAA in accordance with the FAA requirements, and the FAA has issued

approval for the location of the Wind Energy Facility.

- b. Notice to Operator of Communication Link.** If any Wind Turbine included within the proposed Wind Energy Facility is located within two (2) miles of any wireless communications link, the Applicant shall certify that they will notify the operator of the communication link in writing about the proposed project at least thirty (30) days prior to commencement of construction.
- 8. Road Use Agreement.** Agreements for use of county roads during construction will be negotiated with Logan County Road and Bridge and the Department and the County Attorney.
- 9. Liability Insurance.** The Applicant shall provide evidence of liability insurance to cover loss or damage to persons and structures during construction and operation of the Wind Energy Facility.
- 10. Maintenance of Wind Turbines.** The Applicant shall provide a statement certifying that the Wind Turbines will be maintained and operated in accordance with manufacturer specifications, Owner Environmental Health and Safety Plans, and applicable Occupational Health and Safety Administration (OSHA) requirements to ensure the safety of site personnel and the public.
- 11. Additional Information and Waivers.** The County may request additional information that may be required to evaluate the proposed Wind Energy Facility. The County may waive or alter any of these minimum requirements if they are determined to be inappropriate or unnecessary to determining if the application satisfies applicable standards.

Section 1-104

Special Use Permit Review and Approval Processes for a Wind Energy Facility

- A. Pre-Application Meeting.** Applicant shall schedule a Pre-application Meeting with Planning and Zoning to discuss the proposed Wind Energy Facility.
 - 1.** The Pre-application meeting is intended to provide information pertinent to the site and the proposal, to provide an understanding of the applicable review procedures and the standards to be met for approval of the Special Use Permit application, and to explain the application materials required for submittal.
- B. Completeness Determination and Review of Special Use Permit Application Materials.** Within thirty (30) business days following receipt of the Special Use Permit application, Planning and Zoning shall determine whether the application is complete. An application shall be deemed complete if it includes all information identified as being required in the Pre-Application meeting and in Section 1-103(A) of this Article.

1. Application is Not Complete. If the application is not complete, Planning and Zoning shall notify the Applicant in writing of any materials that must be submitted for the application to be deemed complete. The time to review the application shall not begin to run until the application has been determined to be complete.
2. Completeness Date. Once the application has been determined to be complete, Planning and Zoning shall stamp the application with the date that it was determined to be complete, and all time frames pertaining to review of the application shall be based on the completeness date.

C. Review of Special Use Permit Application Materials.

1. Review by Planning and Zoning. Within thirty (30) calendar days from the date of the completeness determination, Planning and Zoning shall review the Special Use Permit application to determine its conformance with the requirements of the Logan County Zoning Resolution, including this Article 1 Wind Energy Facilities. Planning and Zoning may request additional professional analysis.
 - a. The period for comment by any applicable review agencies shall be thirty (30) calendar days from the date the application is deemed complete by Planning and Zoning, unless an extension has been requested by the referral agency. Planning and Zoning may grant an extension if it is determined that good cause for the delay has been shown. An extension shall not exceed fifteen (15) days. The failure of any agency to respond within the 30-day review period or within the period of extension shall be deemed an approval of such plan by the referral agency.
 - b. The application fee shall be used for direct payment of review fees charged by engineers, consultants and referral agencies. If the costs incurred by the County and outside review agencies and technical consultants exceed the amount of the application fee, any reasonable and documented additional costs will be discussed with the Applicant prior to the County retaining these additional services.
 - c. The Applicant shall have the right to review the comments and recommendations received from the review agencies. The Applicant may submit additional information and make changes in the application to respond to the comments of the review agencies, under the following conditions:
 - (i) If the changes are substantial or significantly alter the nature, character or extent of the application, the Planning and Zoning may refer the information and revised application back to some or all review agencies for further comment.
 - (ii) The Planning and Zoning may extend the period for comment as appropriate for agencies to review any additional information or revised application materials. Agencies would be allowed an additional thirty (30)

days to comment on any new information or revised application materials. The County may grant an extension if it is determined that good cause for delay has been shown. An extension shall not exceed fifteen (15) days. The failure of any agency to respond within the 30-day review period or within the period of extension shall be deemed an approval of such plan by the referral agency.

- (iii) The period of time for review and final action on an application by the Board is typically between sixty (60) to ninety (90) days following receipt of a complete application. In the event that an extension is required by the Planning and Zoning, the period of time for review shall not exceed four (4) months from the date the application was determined to be complete.

2. Evaluation of Application by Planning and Zoning. The Planning and Zoning shall review the application for compliance with the relevant approval standards in Section 1-105 and prepare a report that recommends approval, approval with conditions or denial of the application. The report shall be forwarded to the Applicant and to the Planning Commission no less than fourteen (14) calendar days prior to the Planning Commission public hearing on the application.

D. Public Hearing and Recommendation by Planning Commission. The public hearing process, including public notice, hearing procedure, action by Planning Commission, final decision, and Board of County Commissioner review and approval shall be governed by the requirements of the Logan County Zoning Resolutions.

E. Life of Permits. The Special Use Permit for a Wind Energy Facility shall be valid for the life of the Wind Energy Facility, provided there are no amendments or additions to the Wind Energy Facility, and provided that the construction is commenced within three (3) years. Each new construction project which adds new wind panels, or additional structures shall require a new Special Use Permit. If new wind turbines are installed that increase the acreage or megawatts from the original Detailed Site Plan, a new Special Use Permit will be required prior to installation, and the fees stated in Section 1-103(A) will be required for such increases. Any other amendments will be charged a fee in accordance with the Logan County Fee Schedule.

F. Monitoring. Upon reasonable notice, the Board or its official representative may coordinate with the Owner to enter the property on which a Wind Energy Facility has been permitted to confirm compliance with the terms of the permit approval and applicable County regulations.

Section 1-105

Standards Applicable to Wind Energy Facility

A. General Standards.

- 1. Public Health, Safety, and Welfare.** The Proposed Wind Energy Facility shall not be detrimental to the health, safety or general welfare of the community. The Wind Energy Facility, including all Wind Turbines, shall be maintained and operated in accordance

with manufacturer specifications, Owner Environmental Health and Safety Plans, and applicable Occupational Health and Safety Administration (OSHA) requirement to ensure the safety of site personnel and the public.

2. **Compliance with Comprehensive Plan and Intergovernmental Agreements.** The proposed Wind Energy facility is consistent with relevant provisions of the Logan County Comprehensive Plan and any intergovernmental agreement between the County and a municipality that applies to the area where the use will occur.
3. **Compliance with Other Regulations.** The Wind Energy Facility shall comply with all applicable rules and regulatory requirements of the State and Federal agencies, and of Logan County.
4. **Water and Waste Water Service.**
 - a. The water and septic system shall be adequate to serve the Wind Energy Facility.
 - b. The water and septic system shall comply with County, State, and Federal standards.
5. **Roadways and Access.**
 - a. Agreements will be negotiated with Logan County Road and Bridge and the County Attorney.
6. **Service Delivery System Capacity.** The Wind Energy Facility shall not have significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
7. **Impact Fees.** The Owner/Applicant shall complete a study to assess the potential effects of the proposed project on County services and Capital facilities. In the event that impacts to County services or County capital facilities from construction and operation of a Wind Energy Facility are identified, the Applicant shall develop a plan to maintain County services and County capital facilities. If impacts cannot be fully mitigated, the Applicant may be required to pay Logan County a mutually agreed upon impact fee to allow the County to maintain existing County Services and Capital facilities. The Owner shall provide all necessary training to allow the County to adequately handle the increased services provided by local fire departments and ambulance departments caused by the construction and operation of the Wind Energy Facility.
8. **Resource and Environmental Protection Standards.**
 - a. **Water Quality Standard.** The Wind Energy Facility shall not cause significant degradation of surface ground water resources and shall comply with applicable County, State, and Federal water protection laws.
 - b. **Air Quality.** The proposed Wind Energy Facility shall comply with applicable

County, State and Federal air quality laws.

- c. Glare, Dust or Noise.** Construction and operation of the Wind Energy Facility shall not significantly increase existing glare, dust or noise at surrounding properties.
- (i) All Wind Turbines shall be painted a non-reflective, non-obtrusive white or gray color as set forth by the FAA.
 - (ii) The proposed Wind Energy Facility shall comply with the statutory provisions for maximum permissible noise levels for industrial zoning in Section 25-12-103, C.R.S. Wind Turbines that are erected within one mile of an existing inhabited non-participating residence must have the turbine blades equipped with noise-reducing aerodynamic blade add-ons consisting of serrated and combed structures on the leading and trailing edges, or similar noise-reducing equipment.
 - (iii) Fugitive dust and particulate emissions shall be controlled on the site.
 - (iv) Waste materials shall be handled, stored, and disposed of in a manner that controls fugitive dust, fugitive particulate conditions, blowing debris and other potential nuisance conditions.
 - (v) The Wind Energy Facility shall comply with FAA minimum lighting requirements and be at the lowest intensity allowed. Any array of flashing or pulsed obstruction lighting shall be synchronized to flash simultaneously. No accessory lighting is permitted, except for lighting that is necessary for safety and security purposes.
 - (vi) The Wind Energy Facility must seek approval for the use of Aircraft Detection Lighting System (ADLS) from the FAA. If denied approval, from the FAA, the Wind Energy Facility must provide a letter from the FAA stating that the Wind Energy Facility has been denied the use of ADLS technology.
 - (vii) If approved for the use of ADLS technology the wind turbines must be equipped with it and the technology activated. They must also be upgraded as the technology advances.
 - (viii) Wind Turbines shall be sited within the project footprint to reasonably minimize the effects of shadow flicker on non-participating home residences. Wind Turbine siting will be considered reasonable if the effect of shadow flicker on non-participating home residences occurs no more than 30 hours per year.
- d. Erosion and Sedimentation Control.** Erosion and sedimentation control measures that ensure that disturbed areas and soil stockpiles are stabilized during construction shall be implemented. Disturbed areas shall be revegetated

in accordance with landowner agreements.

- e. **Drainage/Storm-Water Run-Off.** Run-off shall be managed in accordance with applicable County, State and Federal regulations.
 - (i) If applicable, the Applicant shall obtain a Construction Stormwater Discharge Permit from the Colorado Department of Public Health and the Environment, Water Quality Control Division.
- f. **Protection of Agricultural Lands.** The Wind Energy Facility shall not have a significant adverse impact on agricultural lands and agricultural operations above what is allowed for under landowner lease agreements.
- g. **Wildlife Impacts.** The complete plan for the Wind Energy Facility must be submitted to the Colorado Division of Parks and Wildlife for its review and consideration of the potential impact of the Facility on any wildlife resources and its recommendations for mitigation of any impacts. Its written recommendations must be submitted to the Logan County Planning and Zoning Department at least 14 days prior to the public hearing of the Board of County Commissioners on the permit application.

B. Site and Facility Development Standards.

1. General Site Plan Standards.

- a. The site is adequate in size and shape to accommodate the Wind Energy Facility and all appurtenant facilities.
- b. To the extent practicable, the site shall be developed in a manner that preserves the natural features of the site, avoids areas of environmental sensitivity, and minimizes adverse visual impacts.

2. Height Restrictions.

The height and location of any structure within the Wind Energy Facility shall be subject to FAA approval.

3. Setbacks.

Unless otherwise required by federal or state regulations applicable to the Wind Energy Facility, the following minimum setbacks shall apply.

- a. **Measurement.** Front, rear and side setbacks shall be measured as the distance between the nearest lot line and the center point of a structure, along a line at right angles to the lot line.
- b. **Safety Setbacks.** The following setbacks shall apply to each Wind Turbine comprising the Wind Energy Facility.

	MINIMUM SETBACK
Setback from above-ground public electric power lines of communication lines	1.5 Times Tip Height
Setback from existing public road or highway or railroad	1.5 Times Tip Height
Setback from inhabited structures including: residence, school, hospital, church or public library, unless appropriate easements are secured.	2 Times Tip Height
Setback from public road or highway with ADT of 7,000 or more	1.5 Times Tip Height
Average daily trips, based on traffic field measurements (determined by CDOT of Logan County)	

c. **Setback from the Section Lines on a Case-by-Case Basis.** Logan County has established right-of-way (ROWS) that are located 30 feet on each side of section lines. The purpose of this ROW is to allow for maintenance of existing county roads and construction of new county roads. Placement of wind turbines, including their foundations, within this ROW will be reviewed by Logan County on a case by case basis to confirm that they will not conflict with Logan County's existing road plans and future road plans. In the event of a potential conflict, wind turbines may need to be relocated outside of this established ROW to allow for future construction of County Roads. In the event that there is no conflict, Logan County may issue a variance that will allow for placement of the wind turbine within the existing County ROW. It is the responsibility of the Applicant to apply for a variance in these situations, and to provide exact location of proposed placement of wind turbines and the foundations, and the distance from section lines. In the event a survey is required, the Applicant will be responsible for paying the costs of survey.

d. **Scenic Resources Setback.** Wind Turbines comprising the Wind Energy Facility shall be setback a minimum ¼ mile from any highway, designated to be a scenic highway or roadway by the Logan County Comprehensive Plan or by the state.

(i) A scenic resource protection setback requirement may be reduced to 1.1 times the total Wind Turbine height if the Board determines that the characteristics of the surrounding property eliminate or substantially reduce considerations of scenic value.

4. **Minimum Ground Clearance.** The blade tip of any Wind Turbine shall, at its lowest point, have a ground clearance of no less than sixty (60) feet.

5. **Safety and Security.**

a. Fencing, or other barriers acceptable to the County, shall be installed to prevent unauthorized access to the Wind Energy Facility substations.

- b. Wiring between wind turbines and wind energy facility substations shall be located underground unless otherwise approved following industry standards.
 - c. Guy wires shall be distinctly marked.
 - d. Any climbing apparatus that is not secured behind a lockable gate or door shall be a minimum of fifteen (15) feet from ground level.
 - e. All access doors to Wind Turbine towers and electrical equipment shall be lockable.
 - f. Signs warning of the electrical hazard and other hazards associated with the Wind Energy Facility shall be posted at the base of each Wind Turbine tower and electrical equipment.
6. **Fire Protection.** The Wind Energy Facility shall have adequate fire control and prevention measures approved by the local fire district.
7. **Underground Location of Electrical Collection System Wiring.** Unless geologic conditions or other technical engineering considerations prevent underground installation, electrical collection system wiring and powerlines for the Wind Energy Facility shall be installed underground except where the Wind Energy Facility collector system wiring is brought together from the project substation to the point of electrical interconnection. Overhead transmission lines are permissible from the project substation to the point of electrical interconnection.

All underground installations located within the public road easement or right-of-way shall comply with the applicable permit and design requirements of Logan County Road and Bridge Department, and should include the following elements:

- a. **Restoration.** Any disturbed portion of the right of way shall be restored as nearly as possible to the condition as existing immediately prior to installation.
 - b. **Safety.** Safety measures shall be implemented in accordance with County, State and Federal requirements to protect the public.
 - c. **Roadway Crossing.** If the installation crosses a roadway, it shall be located as perpendicular to the roadway as physically possible and installed in compliance with the requirements of Logan County Road and Bridge Department.
 - d. **As-Built Drawings.** As-Built Drawings. As-built drawings shall be provided to Logan County Road and Bridge Department once the installation has been completed, and no later than 12 months.
8. **Interconnection and Electrical Distribution Facilities.**
- a. Transmission from the project substation to the point of electrical interconnection shall comply with the National Electrical Code.

LOGAN COUNTY



SOLAR ENERGY REGULATIONS

Effective: To be Determined

**ARTICLE 1
SOLAR ENERGY FACILITIES**

**Section 1-101
Applicability**

The review process set forth in this Article 1 shall apply to all Solar Energy Facilities that do not fall within the statutory definition of Major Electrical Facilities of a public utility or a power authority, as that term is defined by Section 29-20-108, C.R.S.

If any portion of a Solar Energy Facility is within the statutory definition of a Major Electrical Facility of a public utility or a power authority, that portion shall be subject to a separate application, and shall be subject to the other requirements of Logan County Zoning Resolution and to Colorado statutory and regulatory requirements.

Section 1-102

Definitions

In addition to the definitions set forth under the Logan County Zoning Use Resolutions, the following definitions apply to terms used in the regulatory provisions of this article.

- A. Special Use Permit for a Solar Energy Facility.** A permit issued by the County required for the siting, construction, and operation of a Solar Energy Facility.
- B. Owner.** The entity or entities with an equity interest in the Solar Energy Facility, including their respective successors and assignees. Owner does not refer to the property owner from whom land is leased to locate a Solar Energy Facility, unless the property owner has an equity interest in the Solar Energy Facility.
- C. Structure.** A structure refers to above ground components of the Solar Energy Facility, solar panels, and buildings accessory to the Solar Energy Facility. A structure does not include transmission line poles or substations.
- D. Solar Energy Facility.** An electricity generating facility consisting of one or more solar panels under common ownership or operating control, and includes substations, cables/wires and other buildings accessory to such facility, whose main purpose is to supply electricity to off-site customer(s) with equal to or greater than 100 kilowatts in total nameplate capacity.

Section 1-103

**Special Use Permit Application
Requirements for a Solar Energy Facility**

- A. Application Materials.** The Applicant shall submit an application for a Special Use Permit to the County that contains the minimum general information and materials required under this Section, and shall pay the requisite fees as required by the Logan County Planning and Zoning Fee Schedule.

Solar Energy Facilities shall require a Special Use Permit issued, prior to construction, by the Board of County Commissioners upon the recommendations of the County Planning Commission.

The following materials shall be required in all applications for a Special Use Permit for a Solar Energy Facility:

1. **Location Map.** A location map, to scale, that illustrates the following:
 - a. Location of the proposed Solar Energy Facility in the County, and a description of the current land use.
 - b. All property within the site and within 500 feet of the exterior boundary of the site of the proposed Solar Energy Facility.
 - c. The location and description of the current land use, including agricultural use, dwelling units, microwave communication links and airports.

2. **Conceptual Site Plan.** A Conceptual Site Plan shall be prepared be submitted as part of the Special Use Permit Application. The Conceptual Site Plan, prepared at a scale acceptable to Planning and Zoning Department shall include the following elements:
 - a. Date of preparation, revision box, written scale, graphic scale and north arrow (designated as true north).
 - b. Clearly identified boundary lines and dimensions of the site where the proposed Solar Energy Facility will be located.
 - c. Project area boundary and approximate size of the site where the proposed Solar Energy Facility will be located, in acres or square feet.
 - d. Location of all existing structures and facilities on the site where the proposed Solar Energy Facility will be located, and on properties within 500 feet of the exterior boundary of the site.
 - e. Existing and proposed roads, railroad tracks, utility lines and facilities, irrigation ditches and equipment within the site and within 500 feet of the exterior boundary of the site where the proposed Solar Energy Facility will be located, shown by location and dimension.
 - (i) Application shall provide a description of the ownership and a description of the easements and rights-of-way identified on or within 500 feet of the exterior boundary of the site.

- f. Existing and proposed features and exclusion zones including applicable setbacks that are relevant to the review of the application, including contours, natural and artificial drainage ways, wetland areas, ditches, hydrological features (with flooding limits based on information available through the County), aquatic habitat, geologic features and hazards, and soil types, vegetative cover, dams, reservoirs, excavations, and mines.
- g. Project description and proposed phasing of development.
 - (i) An application shall provide a description of the project and each phase of development, including the approximate number of Solar Panels, and the accessory structures, power output (in MW), and infrastructure and interconnection requirements for each phase.
- 3. **Access.** Description of potential access route(s), including road surface material, proposed Measures for dust control, and proposed road maintenance schedule or program.
- 4. **Utility Interconnection or Crossing.**
 - a. The Applicant will provide certification of intent to enter into an interconnection agreement and crossing agreement(s) to/with applicable utilities.
- 5. **Impact Analysis.** The Applicant will provide a description of the impacts that the proposed Solar Energy Facility may cause. This analysis shall include: a description of baseline conditions and the impacts that the proposed use may cause; a description of how the Applicant will mitigate impacts; and documentation that applicable standards will be satisfied. The Applicant shall also assess the potential effects of the proposed project on County services and County capital facilities. In the event that impacts to County services or County capital facilities from construction and operation of a Solar Energy Facility are identified, the Applicant shall develop a plan to maintain County services and County capital facilities. If impacts cannot be fully mitigated, the Applicant may be required to pay the County a mutually agreed upon impact fee to allow the County to maintain existing County Services and Capital facilities.
- 6. **Decommissioning Plan.** The Applicant shall provide a detailed Decommissioning Plan explaining how the project will be deconstructed and disposed of upon abandonment or end of its useful life, including the method and manner of site reclamation and the proposed financial guarantee to secure the decommissioning obligation.
- 7. **Notice to Landowners/Mineral Right Holders.** Applicant shall notify the individual property owners and mineral rights holders within the project

site and within 500 feet of the exterior boundary of the project site of the proposed project in accordance with County and State notification requirements.

8. **Additional Information and Waivers.** The County may request additional information that may be required to evaluate the proposed Solar Energy Facility. The County may waive or alter any of these minimum requirements if they are determined to be inappropriate or unnecessary to determine if the application satisfied applicable standards.

B. Pre-Construction Materials. The Applicant will be required to submit the following materials prior to commencement of construction and prior to the issuance of a Special Use Permit:

1. **Detailed Site Plan.** A Detailed Site Plan, prepared at a scale acceptable to the Planning and Zoning Department and certified by a professional surveyor, shall include the following elements:
 1. Date of preparation, revision box, written scale, graphic scale, and north arrow (designated as true north).
 2. Location of all proposed structures and facilities, including the
 1. location and dimensions for *each* Solar Panel in the proposed Solar Energy Facility, including:
 - (i) Setbacks for each Solar Panel from property lines.
 - (ii) Setbacks of all accessory buildings and structures.
 3. Description of utility interconnection and crossing.
 4. The Detailed Site Plan shall be accompanied by a schematic drawing showing the range of dimensions, including system height, and ground clearance of Solar Panels.
2. **Septic System.** If the proposed Solar Energy Facility includes uses that must be served by a septic system, the Applicant shall comply with applicable Logan County requirements. The Applicant shall provide a statement certifying that the septic system for the Solar Energy Facility will comply with applicable County, State, and Federal requirements.
3. **Water Supply System.** If the proposed Solar Energy Facility includes uses that must be served by water, the Pre-Construction Materials shall describe the water source and sufficiency of the water supply for the Solar Energy Facility, including decreed or conditional water rights. If a well is required, the Applicant shall obtain the necessary permit from the State of Colorado Office of the State Engineer.

4. **Water and/or Wind Erosion Control Plan.** As part of the Pre-Construction Materials, the Applicant will provide a preliminary plan showing existing and proposed grading for the Solar Energy Facility site. The Drainage and Erosion Control Plan shall be accompanied by a description of practices that will be utilized to prevent erosion and run-off during construction. If there are any modifications to this plan, the Applicant will provide a final Drainage and Erosion Control Plan prior to commencement of construction.
5. **Analysis for Erosion, Sedimentation and Flooding.** If any Solar Panels, or accessory facility included in the proposed Solar Energy Facility is located within the 100-year floodplain, the Pre-Construction Materials shall include a preliminary report that addresses the potential for wind erosion, water erosion, sedimentation and flooding. If there are any modifications to the locations of Solar Panels, or ancillary facilities, the Applicant will provide a final report prior to commencement of construction.
6. **Geotechnical Report.** The Applicant shall provide written certification that prior to construction, a professional engineer licensed in the State of Colorado will complete a Geotechnical Study that includes the following:
 - a. Soils engineering and engineering geologic characteristics of the site based upon on-site sampling and testing.
 - b. Foundation systems design criteria for all proposed structures.
 - c. Slope stability analysis.
 - d. Grading criteria for ground preparation, cuts and fills, and soil compaction.
7. **Road Use Agreement.** Agreements for use of county roads during construction will be negotiated with Logan County Road and Bridge Department and the County Attorney.
8. **Liability Insurance.** The Applicant shall provide evidence of liability insurance to cover loss or damage to persons and structures during construction and operation of the Solar Energy Facility.
9. **Maintenance of Solar Panels.** The Applicant shall provide a statement certifying that the Solar Panels will be maintained and operated in accordance with manufacturer specifications, Owner Environmental Health and Safety Plans, and applicable Occupational Health and Safety Administration (OSHA) requirements to ensure the safety of site personnel and the public.
10. **Additional Information and Waivers.** The County may request additional information that may be required to evaluate the proposed Solar Energy Facility. The

County may waive or alter any of these minimum requirements if they are determined to be inappropriate or unnecessary to determining if the application satisfies applicable standards.

Section 1-104

Special Use Permit Review and Approval Processes for a Solar Energy Facility.

A. Pre-Application Meeting. Applicant shall schedule a Pre-application Meeting with Planning and Zoning to discuss the proposed Solar Energy Facility.

1. The Pre-application meeting is intended to provide information pertinent to the site and the proposal, to provide an understanding of the applicable review procedures and the standards to be met for approval of the Special Use Permit application, and to explain the application materials required for submittal.

B. Completeness Determination and Review of Special Use Permit Application Materials. Within thirty (30) business days following receipt of the Special Use Permit application, Planning and Zoning shall determine whether the application is complete. An application shall be deemed complete if it includes all information identified as being required in the Pre-Application meeting and in Section 1-103(A) of this Article.

1. **Application is Not Complete.** If the application is not complete, Planning and Zoning shall notify the Applicant in writing of any materials that must be submitted for the application to be deemed complete. The time to review the application shall not begin to run until the application has been determined to be complete.
2. **Completeness Date.** Once the application has been determined to be complete, Planning and Zoning shall stamp the application with the date that it was determined to be complete, and all time frames pertaining to review of the application shall be based on the completeness date.

C. Review of Special Use Permit Application Materials.

1. **Review by Planning and Zoning.** Within thirty (30) calendar days from the date of the completeness determination, Planning and Zoning shall review the Special Use Permit application to determine its conformance with the requirements of the Logan County Zoning Resolution, including this Article 1 Solar Energy Facilities. Planning and Zoning may request additional professional analysis.
 - a. The period for comment by any applicable review agencies shall be thirty (30) calendar days from the date the application is deemed

complete by Planning and Zoning, unless an extension has been requested by the referral agency. Planning and Zoning may grant an extension if it is determined that good cause for the delay has been shown. An extension shall not exceed fifteen (15) days. The failure of any agency to respond within the 30-day review period or within the period of extension shall be deemed an approval of such plan by the referral agency.

- b. The application fee shall be used for direct payment of review fees charged by engineers, consultants and referral agencies. If the costs incurred by the County and outside review agencies and technical consultants exceed the amount of the application fee, any reasonable and documented additional costs will be discussed with the Applicant prior to the County retaining these additional services.
- c. The Applicant shall have the right to review the comments and recommendations received from the review agencies. The Applicant may submit additional information and make changes in the application to respond to the comments of the review agencies, under the following conditions:
 - (i) If the changes are substantial or significantly alter the nature, character or extent of the application, the Planning and Zoning may refer the information and revised application back to some or all review agencies for further comment.
 - (ii) The Planning and Zoning may extend the period for comment as appropriate for agencies to review any additional information or revised application materials. Agencies would be allowed an additional thirty (30) days to comment on any new information or revised application materials. The County may grant an extension if it is determined that good cause for delay has been shown. An extension shall not exceed fifteen (15) days. The failure of any agency to respond within the 30-day review period or within the period of extension shall be deemed an approval of such plan by the referral agency.
 - (iii) The period of time for review and final action on an application by the Board is typically between sixty (60) to ninety (90) days following receipt of a complete application. In the event that an extension is required by the Planning and Zoning, the period of time for review shall not exceed four (4) months from the date the application was determined to be complete.

2. **Evaluation of Application by Planning and Zoning.** The Planning and Zoning shall review the application for compliance with the relevant approval standards in Section 1-105 and prepare a report that recommends approval, approval with conditions or denial of the application. The report shall be forwarded to the Applicant and to the Planning Commission no less than fourteen (14) calendar days prior to the Planning Commission public hearing on the application.

D. Public Hearing and Recommendation by Planning Commission. The public hearing process, including public notice, hearing procedure, action by Planning Commission, final decision, and Board of County Commissioner review and approval shall be governed by the requirements of the Logan County Zoning Resolutions.

E. Life of Permits. The Special Use Permit for a Solar Energy Facility shall be valid for the life of the Solar Energy Facility, provided there are no amendments or additions to the Solar Energy Facility, and provided that the construction is commenced within three (3) years. Each new construction project which adds new solar panels, or additional structures shall require a new Special Use Permit. If new solar panels are installed that increase the acreage or megawatts from the original Detailed Site Plan, a new Special Use Permit will be required prior to installation, and the fees stated in Section 1-103(A) will be required for such increases. Any other amendments will be charged a fee in accordance with the Logan County Fee Schedule.

F. Monitoring. Upon reasonable notice, the Board or its official representative may coordinate with the Owner to enter the property on which a Solar Energy Facility has been permitted to confirm compliance with the terms of the permit approval and applicable County regulations.

Section 1-105 Standards Applicable to Solar Energy Facility.

A. General Standards.

1. **Public Health, Safety, and Welfare.** The Proposed Solar Energy Facility shall not be detrimental to the health, safety or general welfare of the community. At the Solar Energy Facility, including all Solar Panels, shall be maintained and operated in accordance with manufacturer specifications, Owner Environmental Health and Safety Plans, and applicable Occupational Health and Safety Administration (OSHA) requirement to ensure the safety of site personnel and the public.
2. **Compliance with Comprehensive Plan and Intergovernmental Agreements.** The proposed Solar Energy facility is consistent with relevant provisions of the Logan County Comprehensive Plan and any intergovernmental agreement between the County and a municipality that applies to the area where the use will occur.

3. **Compliance with Other Regulations.** The Solar Energy Facility shall comply with all applicable rules and regulatory requirements of the State and Federal agencies, and of Logan County.
4. **Water and Waste Water Service.**
 - a. The water and septic system shall be adequate to serve the Solar Energy Facility.
 - b. The water and septic system shall comply with County, State, and Federal standards.
5. **Roadways and Access.**
 - a. Agreements will be negotiated with Logan County Road and Bridge and the County Attorney.
6. **Service Delivery System Capacity.** The Solar Energy Facility shall not have significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
7. **Impact Fees.** The Owner/Applicant shall complete a study to assess the potential effects of the proposed project on County services and Capital facilities. In the event that impacts to County services or County capital facilities from construction and operation of a Solar Energy Facility are identified, the Applicant shall develop a plan to maintain County services and County capital facilities. If impacts cannot be fully mitigated, the Applicant may be required to pay Logan County a mutually agreed upon impact fee to allow the County to maintain existing County Services and Capital facilities. The Owner shall provide all necessary training to allow the County to adequately handle the increased services provided by local fire departments and ambulance departments caused by the construction and operation of the Solar Energy Facility.
8. **Resource and Environmental Protection Standards.**
 - a. **Water Quality Standards.** The Solar Energy Facility shall not cause significant degradation of the quality of surface ground water resources and shall comply with applicable County, State, and Federal water protection laws.
 - b. **Air Quality.** The proposed Solar Energy Facility shall comply with applicable County, State and Federal air quality laws.
 - c. **Glare, Dust or Noise.** Construction and operation of the Solar Energy Facility shall not significantly increase existing glare, dust or noise at surrounding properties.

- (i) The proposed Solar Energy Facility shall comply with the statutory provisions for maximum permissible noise levels for industrial zoning in Section 25-12-103, C.R.S.
 - (ii) Fugitive dust and particulate emissions shall be controlled on the site.
 - (iii) Waste materials shall be handled, stored, and disposed of in a manner that controls fugitive dust, fugitive particulate conditions, blowing debris and other potential nuisance conditions.
- d. Erosion and Sedimentation Control.** Erosion and sedimentation control measures that ensure that disturbed areas and soil stockpiles are stabilized during construction shall be implemented. Disturbed areas shall be revegetated in accordance with landowner agreements.
- e. Drainage/Storm-Water Run-Off.** Run-off shall be managed in accordance with applicable County, State and Federal regulations.
- (i) If applicable, the Applicant shall obtain a Construction Stormwater Discharge Permit from the Colorado Department of Public Health and the Environment, Water Quality Control Division.

B. Site and Facility Development Standards.

1. General Site Plan Standards.

- a. The site is adequate in size and shape to accommodate the Solar Energy Facility and all appurtenant facilities.
- b. To the extent practicable, the site shall be developed in a manner that preserves the natural features of the site, avoids areas of environmental sensitivity, and minimizes adverse visual impacts.

2. Setbacks. Unless otherwise required by federal or state regulations applicable to the Solar Energy Facility, the following minimum setbacks shall apply.

- a. **Measurement.** Front, rear and side setbacks shall be measured as the distance between the nearest lot line and the center point of a structure, along a line at right angles to the lot line.

Safety Setbacks.	
	Solar Minimum

Setback from above-ground public electric power lines or communication lines.	70 feet
Setback from existing public road or highway or railroad.	70 feet
Setback from inhabited structures including: residence, school, hospital, church or public library, unless appropriate easements are secured.	300 feet
Setback from all other property lines.	70 feet
1. Measured from the outer boundary of the public utility right-of-way or easement [or from existing power line or telephone line].	
2. Measured from the outer boundary of the public road/highway right-of-way or railroad right-of-way.	

- b. **Setback from the Section Lines on a Case-by-Case Basis.** Logan County has established right-of-way's (ROWS) that are located 30 feet on each side of section lines. The purpose of this ROW is to allow for maintenance of existing county roads and construction of new county roads. Placement of solar facilities and their foundations within this ROW will be reviewed by Logan County on a case by case basis to confirm that they will not conflict with Logan County's existing road plans and future road plans. In the event of a potential conflict, solar facilities may need to be relocated outside of this established ROW to allow for future construction of County Roads.
- c. **Scenic Resources Setback.** Solar Panels comprising the Solar Energy Facility shall be setback a minimum 1/4 mile from any highway, designated to be a scenic highway or roadway by the Logan County Comprehensive Plan or by the state.

3. Safety and Security.

- a. Fencing, or other barriers acceptable to the County, shall be installed to prevent unauthorized access to the Solar Energy Facility substations.
- b. Every attempt will be made to adhere to the current National Electrical Code.
- c. Guy wires shall be distinctly marked.
- d. Signs warning of the electrical hazard and other hazards associated with the Solar Energy Facility shall be posted at the

entrance of the facility.

4. **Fire Protection.** The Solar Energy Facility shall have adequate fire control and prevention measures approved by the local fire district.
5. **Underground Location of Electrical Collection System Wiring.** Unless geologic conditions or other technical engineering considerations prevent underground installation, electrical collection system wiring and powerlines for the Solar Energy Facility shall be installed underground except where the Solar Energy Facility collector system wiring is brought together from the project substation to the point of electrical interconnection. Overhead transmission lines are permissible from the project substation to the point of electrical interconnection.

All underground installations located within the public road easement or right-of-way shall comply with the applicable permit and design requirements of Logan County Road and Bridge Department and/or Planning and Zoning Department, and should include the following elements:

- a. **Restoration.** Any disturbed portion of the right of way shall be restored as nearly as possible to the condition as existing immediately prior to installation.
 - b. **Safety.** Safety measures shall be implemented in accordance with County, State and Federal requirements to protect the public.
 - c. **Roadway Crossing.** If the installation crosses a roadway, it shall be located as perpendicular to the roadway as physically possible and installed in compliance with the requirements of Logan County Road and Bridge Department and/or Planning and Zoning Department.
 - d. **As-Built Drawings.** As-built drawings shall be provided to Logan County Road and Bridge Department once the installation has been completed, no later than 12 months.
6. **Interconnection and Electrical Distribution Facilities.**
 - a. Transmission from the project substation to the point of electrical interconnection shall comply with the National Electrical Code.
 - b. Interconnection shall conform to the requirements of the electric utility company, and applicable state and federal regulatory codes.
 7. **Electronic Interference.** The applicant shall minimize or mitigate any interference with electromagnetic communications caused by the Solar Energy Facility, including radio, telephone or television signals.
 8. **Certification of Equipment and Appurtenant Facilities.**

- a. All foundations systems, and solar facilities (i.e. structural systems) shall be reviewed by a registered structural engineer, licensed in Colorado, to confirm their compliance with the applicable State, Federal and local regulations and to conform with good engineering practices.
 - b. The electrical system shall be certified by a registered electrical engineer, licensed in Colorado, to the compliant with the applicable State, Federal and local regulations, and to conform with good engineering practices.
9. **Decommissioning.** The obligation to perform decommissioning will be financially secured in a form and manner approved by the Logan County Board of Commissioners, in its sole discretion. The decommissioning obligation will be secured by a letter of credit, bond or cash deposit, in an amount based on a certified estimate prepared by a professional engineer hired by the Applicant. The decommissioning plan, obligation and financial guarantee will be incorporated into an enforceable Development Agreement.

INTERGOVERNMENTAL AGREEMENT

Coordinated Election

November 7, 2023

AUG 03 2023

CLERK & REC

THIS AGREEMENT is made and entered into this 3 day of Aug, 2023, between **Logan County, Colorado**, acting by and through the **LOGAN COUNTY CLERK AND RECORDER** (referred to as "County Clerk"), and **RE-1 Valley School District** (referred to as "Entity"), for administration of their respective duties concerning the conduct of the Coordinated Election to be held November 7, 2023.

Pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, as amended, the County Clerk and Entity find that it is in their best interest to conduct the election to be held on **November 7, 2023**, as a "**Coordinated Election**" as such term is defined in the Uniform Election Code of 1992, as amended ("Code"), and to that end, in consideration of the benefits and obligations contained herein, and subject to the terms and conditions as are hereinafter set forth, the parties enter into this agreement for the cooperative conduct and financing of the coordinated election as follows:

1. The election will be conducted by the County Clerk as a "**Mail-in Ballot Election.**" The type of election to be held is:

 Ballot Issue (TABOR) Ballot Questions X Candidates

2. Except as otherwise provided in this Agreement, the County Clerk will act as the coordinated election official for the conduct of the election for the Entity for all matters in the Code which require action by the coordinated election official. The County Clerk will have primary responsibility for the coordination of the election for the Entity and the procedures to be completed by the County Clerk.
3. The Entity will designate an election official who will be the primary liaison between the Entity and the County Clerk and will have primary responsibility for the conduct of election procedures to be handled by the Entity. Except as otherwise provided in this Agreement, the designee will act as the designated election official for all matters under the Code and Rules which require action by the designated election official.
4. From the date of execution of this Agreement through the official certification of the election, the designated election official shall be readily available and accessible during regular business hours, and at other times when notified in advance by the County Clerk, for the purpose of consultation and decision-making on behalf of the Entity. Nothing herein shall be deemed or construed to relieve the County Clerk or the governing body of the Entity from their official responsibilities for the conduct of the election.
5. The Entity encompasses territory within Logan County. This agreement shall be construed to apply only to that portion of the Entity's jurisdictional territory (Entity's District) within Logan County.

6. Nothing in this IGA relieves the entity from official responsibilities for the conduct of the Election.
7. Term of this IGA shall be from the date of signing through canvass certification of the election and recount certification if required or requested.
8. Actual use of this Agreement for any election held by the Entity will be conditioned upon:
 - a. **A Resolution or Ordinance of the governing body of the Entity**, that an election is required, and that the election should be held as a coordinated election, and execution by Entity of the Intergovernmental Agreement.
 - b. **Notice of Resolution and Signed Intergovernmental Agreement** delivered to the County Clerk no later than 70 days prior to the election date (**Tuesday, August 29, 2023**). [Section 1-7-116(2), C.R.S.]
 - c. **Acceptance of the Resolution and Signed Intergovernmental Agreement** indicated in (b) above by the County Clerk. The County Clerk will undertake its duties under the Agreement and provide notice of such determination to be delivered to the Entity within five (5) days of the County Clerk's receipt of such notice.

Following the completion of a., b., and c., above, the election procedures in this Agreement will be activated.

ENTITY AGREES TO PERFORM THE FOLLOWING DUTIES REGARDING THE COORDINATED ELECTION:

1. **COSTS:**

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entity's percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, cost for publication of general information for the voting public, legal notices,

temporary labor, and materials itemized, identified, and consumed for the conduct of the Entity's election.

Entity will remit payment for printing, supplies, judge salaries, training expenses, labor, publication fees, and mileage at the current county rate (\$.52/mile), to the County Clerk upon receipt of an itemized statement, specific to the Entity's share of these identified election costs.

The entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above cost formula.

County Clerk will submit to the Entity a statement for its portion of the election cost. (Cost incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **which shall be payable by December 31 in the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT CERTIFICATION:**

The Entity is solely responsible for determining whether a ballot issue, question or candidate is properly placed before the voters.

The Entity must certify ballot content to County Clerk no later than **Friday, September 8, 2023, by close of business 5:00 p.m.**, in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballot. The order of the ballot and ballot content shall include the name and office of each candidate for whom a petition has been filed with the designated election official and any ballot issues or ballot questions to be submitted to the eligible electors. [Section 1-5-203(3) (a), C.R.S.] See Exhibit A.

The ballot content must be certified in the order in which it will appear on the ballot. The certified list of candidates, ballot issue and/or ballot questions shall be final as submitted and the County Clerk will not be responsible for making any changes after the certification.

The Entity will submit the final certification in English and Spanish Text (when applicable). The County Clerk will notify the Entity if applicable. Send the file in readable Word format by e-mail to baconp@logancountyco.gov and submit a printed

copy of the file in English and Spanish (if applicable) on 8 ½ X 11 paper printed on 1 side only in a readable Word format. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

The Entity is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise and must sign off on the ballot proof before the ballot will be printed. (*Unless requested sooner by the printer*).

- a) **Audio Ballot Format-** to be in compliance with statutes and rules, the County Clerk will accept recorded pronunciations of candidates' names in any format which may be able to be used by our office. (See Exhibit B).

3. **CONDUCT OF THE ELECTION:**

Entity will provide the Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall authorize the presiding officer of the Entity or other designated person to execute this Agreement.

4. **ELECTION JUDGES:**

Entity shall provide personnel, if requested by the County Clerk, to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

A maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

5. **CALL FOR NOMINATIONS:**

Entity is responsible for publication of a call for nominations, if applicable.

6. **PETITIONS - PREPARATION AND VERIFICATION:**

Entity is responsible for the approval of petitions circulated. The Entity will notify the County Clerk if it would like a hard copy voter registration list printed out or an e-mailed list at no cost. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

Entity will comply with all laws concerning nomination of candidates by petition, including but not limited to issue approval of nominating petition, as to form, where appropriate, determine candidate eligibility; receive candidates' acceptance of nominations; accept notice of intent, petitions for nominations, affidavits of circulators, verify signature on nominating petitions, and hear any protest of the nominating petitions.

7. **CERTIFY COMPLETENESS AND ACCURACY OF ADDRESS LIBRARY:**

Per Secretary of State Rule 4.1.3 the designated election official of each participating political subdivision/entity is required to certify the completeness and accuracy of the SCORE (Statewide Colorado Registration and Election) system address library for address ranges within the district no later than the seventieth (70th) day before the election. Any proposed District not already identified by a tax authority code in the County Assessor's records, shall provide the Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed District no later than **Tuesday, August 29, 2023.**

8. **TESTING OF BALLOTS:**

Prior to election, *upon request by Entity*, County Clerk shall supply Entity with official ballots that are clearly marked as test ballots. Ballots are to be secretly voted and a record retained of the test votes. If test ballots are requested a representative from the Entity will be required to be present for counting of the test ballots prior to the election. The County Clerk will determine testing times and Entity will be notified in advance. Request for test ballots should be made on or before **Friday, September 8, 2023.**

9. **ELECTION DAY ACTIVITIES:**

Entity shall provide personnel, if requested by the County Clerk; to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

Maximum of three (3) people, to be appointed as election judges, shall be provided by the Entity to assist in all phases of the preparation of ballots for counting and canvassing. The number of judges and necessity will be determined by the County Clerk.

Entity will provide support on the day of election via telephone and/or in person, should the need arise, from 6:00 a.m. until counting of the ballots is completed.

10. **AMENDMENT 1 TABOR NOTICE:**

The Entity will provide the full text of any required ballot issue (TABOR) notices to County Clerk by the end of the business day on **Monday, September 25, 2023.** [Section 1-7-904, C.R.S.] See Exhibit C.

The Entity will provide all completed Article X, Section 20 notices in hard copy and via email to baconp@logancountyco.gov . The notice shall be provided in Word format in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strike-through, or symbols).

The Entity is responsible for assuring that the timelines for submission of the required Article X, Section 20 notice and summaries, if filed, are met. The coordinated election official shall not be responsible for failure to meet the Article X, Section 20 constraints if the notice and summaries are not submitted by the Entity within the deadline and in the form required by the coordinated election official.

The Entity is responsible for the process of receiving written comments relating to ballot issues/ballot questions and summarizing such comments.

11. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the entity. Participating Entities that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list but are not included on the County's registered voter list. The Entity is also responsible for verifying that each of the eligible electors on the prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site: <https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023, and must include the voter's full name, mailing address, and Colorado Voter ID number.

12. **RECOUNT:**

Entity will provide personnel, as requested by County Clerk, to assist in the event a recount is necessary. In the event County Clerk must appoint judges to represent Entity, a fee of \$20.00 per hour per judge will be assessed to Entity. Appointees of Entity will be sworn in and deputized as an election judge.

13. **WRITE-IN CANDIDATES:**

(if applicable) Entity will accept affidavits of intent for write-in candidacy by the close of business on the 64th day before the general election (**Tuesday, September 5, 2023**) and forward a copy by fax or email daily to the County Clerk.

14. **CANCELLATION OF ELECTION:**

In the event that the election for which this Agreement was entered into is cancelled prior to the date such election was scheduled to occur and notice of such cancellation is provided to the County Clerk by the Entity, expenses incurred by the County Clerk on behalf of Entity relating to the election, both before and after the County Clerk's receipt of such notice, will be paid by the Entity within thirty (30) days after receiving the County Clerk's invoice. No Election may be cancelled in part.

Wednesday, September 6, 2023 (63 days before the election) is the deadline for cancellation of the election, **if, in a nonpartisan election, there are not more candidates than offices to be filled and there are no ballot issues or questions.**

Friday, October 13, 2023 (25 days before the election) is the last day to withdraw a ballot issue or ballot question that is not an initiative or recall election. [Section 1-5-208 (1.5), (2) and (5), C.R.S.] A governing body may by resolution withdraw one or more ballot issues or ballot questions from the ballot.

15. **LEGAL ADVICE:**

The Entity understands that the County Clerk and her designees do not provide legal advice to the Entity. The County Clerk and her designees may provide information to the Entity concerning the County Clerk's understanding of applicable laws and rules, but it is the responsibility of the Entity to contact its own attorney for legal advice.

16. **RESPONSIBILITIES BEYOND THIS AGREEMENT:**

The Entity understands that there may be additional obligations and responsibilities, legal, contractual, or otherwise, placed upon the Entity outside the terms of this IGA. The Entity further understands that it is the responsibility of the Jurisdiction to be aware of all obligations and responsibilities of the Entity.

17. **CAMPAIGN FINANCE:**

The Entity understands that all candidates running for office must become familiar with the requirements of Article XXVII of the Colorado Constitution, and Title 1, Article 45, C.R.S. The Entity understands that if a candidate accepts any contributions or makes any expenditure in furtherance of their candidacy, they must first form a candidate committee. The Entity understands that committees must be registered with the appropriate office before they accept contributions.

18. **APPROPRIATE FILING OFFICE:**

The Entity understands that candidates for any school board or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the Secretary of State's office. The Entity understands that candidates for municipal

or any committees formed to support or oppose any school district ballot issue or ballot question must file paperwork with the municipal clerk of the applicable municipality.

19. **WAIVER OF CLAIMS:**

The entity has familiarized itself with the election process used by the County Clerk and waves any claims against the Clerk related to the Clerk's processing or administration of the Election except as specified 20. below and claims arising out of willful and wanton acts of the Clerk.

20. **LIMITATIONS OF DAMAGES:**

If a lawsuit is filed challenging the validity of the entity's election, the entity shall provide prompt notice to the County Clerk of such a lawsuit. If the Clerk chooses to intervene and defend its position, the Entity will support such intervention and cooperate in the defense of any such claims. The clerk shall not be responsible for any other judgment, damages, costs, or fees.

COUNTY CLERK WILL PERFORM THE FOLLOWING DUTIES FOR THIS COORDINATED ELECTION FOR THE ENTITY:

1. **COSTS:**

Determine the "least cost" method for mailing the TABOR Notice Package, if applicable.

The Entity's share of the county's costs shall consist of such costs that are directly proportional to the cost to the county in conducting an election for the Entity, and shall be calculated as follows:

- a. The total number of registered electors in the Entity's District eligible to vote in Entity's election shall be multiplied by the total number of candidates and/or issues of the Entity ("voter opportunities").
- b. The total number of voter opportunities for all Entities in the coordinated election shall be divided into the total number of voter opportunities for Entity and multiplied by 100 to determine the Entities percentage share of the election costs.

Actual cost includes, but is not limited to, time, supplies, costs of labor, training, printing cost, publication of general information to the voting public, legal notices, election judges, and materials itemized, identified, and consumed for the conduct of the Entity's election.

The Entity calling the election will pay the cost of conducting a nonpartisan election.

If more than one nonpartisan Entity calls an election and there is no statewide issue, the costs will be divided among the governing bodies based on the above formula 1(b.)

County Clerk will submit to the Entity a statement for their portion of the election cost. (For costs incurred by the county and not billed directly to the Entity by an outside vendor) in a timely manner and **shall be payable by December 31 of the year the election is held.**

The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the participating Entities.

The Clerk will charge the Entity for all expenses for the preparation, printing, labeling and postage for the TABOR notice. Expenses will be prorated among all Entities participating in the TABOR notice; based in part, upon the number of persons registered to vote within each Entity's District.

2. **BALLOT PREPARATION:**

County Clerk will create the layout of the ballot in a format that complies with Title 1 and the Secretary of State Rules and arrange for the printing of the election ballots. The county will order the number of ballots based on the number of registered voters in the Entity's District to be printed for each jurisdiction within the county.

Entity must certify the ballot content to the County Clerk **no later than, Friday, September 8, 2023,** in order to permit review, proofreading, and approval before the County Clerk authorizes the printing of the ballots.

The Entity is solely responsible for the language, content, and accuracy of the ballot content. The ballot text will be provided in Word, in Arial ten (10) point font and with no extraordinary formatting of any kind (including, but not limited to, no bullets, text boxes, charts, spreadsheets, bolding, strikeouts, strikethroughs, or symbols).

Submit the certified version in English and Spanish Text (when it is applicable) The Clerk will notify you when applicable. No changes to the ballots may be made without the express written approval of the County Clerk after **Friday, September 8, 2023.**

The certified list of candidates, ballot issue and or ballot questions shall be final, and the County Clerk will not be responsible for making any changes after the certification.

The Clerk will fax or transmit electronically the ballot proof to the Entity which is solely responsible for final verification as to accuracy of its ballot upon return from publisher and within **one (1) working day** of notification by County Clerk, unless advised otherwise, and must sign off on the ballot proof before the ballot will be printed (*unless requested sooner by the printer*).

3. **ELECTION JUDGES:**

If requested by the County Clerk, the Entity will provide personnel to serve as election judges for a maximum of fifteen (15) days before the election as needed to assist in preparation and verification of ballots prior to counting. In the event County Clerk must appoint judges to represent the Entity, the election judge wage for that position will be charged to the Entity. Appointees of Entity will be sworn in and deputized as an election judge.

The County Clerk will supervise, administer, and train election judges for the preparation of the ballots for mailing, in the event the vendor chosen by the County Clerk is unable to process and mail the ballots.

A maximum of three (3) people, to be appointed as election judges, will be provided by the Entity (if needed) to assist in all phases of the preparation of ballot for counting and canvassing. The number of judges will be determined by the County Clerk.

4. **SIGNATURE VERIFICATION:**

The County Clerk's office will supervise election judges in the verification of signatures on voted mail-in or mail ballots prior to being approved for counting.

5. **PREPARATION OF VOTER LISTS:**

The County Clerk will print or email at no cost one computer list of all registered electors in Entity's District for use in conjunction with petition verification. Additional lists will be furnished at a cost of one cent (\$.01) per name, plus a \$25.00 set up fee. A minimum fee of \$25 will be charged for additional lists.

6. **ELECTION SUPPLIES:**

The County Clerk will provide all necessary equipment, supplies, forms, and personnel, (except personnel requested by County Clerk to be provided by Entity) to conduct the election.

7. **NOTICE OF ELECTION:**

The County Clerk will publish the Notice of Election by **Wednesday, October 18, 2023 (at least 20 days before each election). Entities candidates and/or ballot question will be included in the Notice.** Publication of the notice by the County Clerk for a coordinated election shall satisfy the publication requirement for all political subdivisions participating in the coordinated election. [Section 1-5-205(1) and (1.4), C.R.S.] [C.R.S 1-1-104(34)]

8. **ELECTION DAY PREPARATION:**

The County Clerk will conduct a Logic and Accuracy Test conducted by a Testing Board consisting of at least two persons, one from each major political party.

The tests will be sufficient to determine that the voting system is correctly programmed, the election is correctly defined on the voting system, and all the voting system's input, output, and communication devices are working properly.

Entities may designate one person, to witness all public tests and the resetting of each device that passed the test to a pre-election state of readiness.

The County Clerk will coordinate the proper number of location(s) of Voter Service and Polling Center and Drop off locations. All Voter Service and Polling Center's will meet ADA requirements.

The County Clerk will provide for the security and processing of all mail-in and in-person ballots, including providing for the verification of signatures on the self-affirmation on the return envelope.

The County Clerk will facilitate accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Voting Act.

The County Clerk will provide provisional ballots to electors who qualify under C.R.S. 1-8.5-111 and will provide contact information that provisional voters can call to inquire if their provisional ballot counted.

The County Clerk will provide Sample Ballots to the Entity or to electors printed in the form of official ballots but using different color paper from the official ballots.

The County Clerk will provide properly trained personnel for the preparation and conduct of the election as well as provide personnel at the tabulation area on Election Day/Night to certify unofficial results.

9. **ELECTION DAY ACTIVITIES:**

The County Clerk will provide support on the day of the election via telephone, email and/or in person, should the need arise, from 6:00 a.m. until counting of the Entities ballots are completed.

10. **COUNTING OF BALLOTS AND RECOUNTS:**

The County Clerk will conduct and oversee the process of counting the ballots and reporting the results.

The County Clerk will provide written materials as provided by law and train and supervise election judges, who will be responsible for verifying and opening the voted ballots prior to counting.

The County Clerk will establish backup procedures for the counting of the ballots, should the counting equipment fail during the count. Should the equipment fail, and it is determined that the counting procedures will not be recovered within a reasonable period of time; the counting procedures will be moved to the predetermined and pre-tested site for the duration of the election counting procedures. All related costs are to be paid by the Entity (shared with all other Entities whose ballots are being counted during the election in the time frame using the backup procedures and site).

The County Clerk will instruct and oversee the **County Board of Canvassers**, and the Board of Canvassers provided by the Entity, if any.

The County Clerk will conduct a canvass of the votes cast and certify the results.

The County Clerk will certify the results of the Entity's election within the time required by law and provide the Entity with the results of the Abstract of Votes.

The County Clerk will conduct any recounts as provided by law within the time frame required.

11. **STORAGE AND RECORDS:**

The County Clerk will store all election records, and any other such materials as required under the code for a period of at least (25) months after the election. Such storage shall be accessible by the Entity, if necessary to resolve any challenges or other legal questions that might arise.

12. **TABOR NOTICE:**

The County Clerk will organize and print information in the TABOR Notice **exactly** as submitted by the Entity. The entity is solely responsible for the accuracy of the information submitted. The County Clerk will determine how to order notices for participating Entities in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Rules.

If a TABOR issue is on the ballot and the issue is submitted incorrectly ie, wrong format, the Entity will be charged for the corrections made by the DEO and any other charges that might incur due to the error.

Pursuant to Colorado Constitution Article X. Section 20(3)(b) the Clerk will mail the TABOR notice to each eligible household voter in Logan County or the affected Entity's District not less than 30days prior to the election.

The County Clerk will determine the least cost method for mailing the TABOR Notice package. Nothing herein shall preclude the County Clerk from sending the TABOR Notice Package to persons other than the electors of the Entity if such transmittal arises from the County Clerks effort to mail the TABOR Notice package at the least cost.

13. **SPECIAL DISTRICTS - PROPERTY OWNERS:**

Special Districts Only: The County Clerk will mail ballot packets to each eligible elector included on the property owner list provided and certified by the Entity. Participating jurisdictions that are required to permit taxpaying electors as defined by C.R.S. 32-1-103(5) to vote in their elections must provide a list of those eligible electors to the County Clerk.

The list must include eligible electors which are included on the Assessor's property owner list and are not included on the registered voter list. The Entity is also responsible for verifying that each of the eligible electors on its prepared list is registered to vote in the State of Colorado. This process may be accomplished by requesting access to the Voter lookup website available on the Colorado Secretary of State's web site:
<https://www.sos.state.co.us/voter-classic/Login.do>.

The list of eligible property owners must be submitted to the Clerk and Recorder no later than September 8, 2023, and must include the voter's full name, mailing address, and Colorado Voter ID number.

THE PARTIES will implement this Agreement in good faith, including acting in good faith in all matters that require joint or coordinated action.

LOGAN COUNTY CLERK AND RECORDER

Pamela M. Bacon

Pamela M. Bacon
315 Main Street, Ste. 3, Sterling, CO 80751
Phone: (970) 522-1544
Fax: (970) 522-2063
Email: baconp@logancountyco.gov

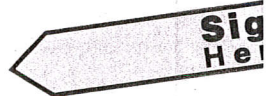
**APPROVED:
BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO**

Attest:

Logan County Clerk and Recorder

(seal)

By: _____
Chairman of the Board



RE-1 Valley School District

By: *Steven Shinn*

Printed Name: Steven Shinn
Title: President, Board of Education
RE-1 Valley School District

Designated Election Official for the Entity:

Joann Gilliland / Joann Gilliland
Mailing Address: P.O. Box 1723
STERLING CO 80751

Phone: (970) 522 5762
Fax: (970) 522 5642
Email: joann@JACPA.net

RESOLUTION

NO. 2023-24

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

SUBDIVISION EXEMPTION FOR Albert Kinzie Jr.

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, Janelle Kinzie, Personal Representative for the Estate of Albert J. Kinzie Jr., has applied for an exemption from the Logan County Subdivision Regulations with reference to a proposed parcel to be created which is legally described as follows:

A parcel of land known as Parcel 1, containing 17.58 acres, more or less, in the Southwest Quarter of Section 5, and the Southeast Quarter of Section 6, Township 8 North, Range 49 West of the 6th Principal Meridian, in Logan County, Colorado, said parcel being more particularly described as follows:

Commencing at the East Quarter Corner of Section 6, Township 8 North, Range 49 West, of the 6th Principal Meridian, thence along the East line of the Southeast Quarter said Section 6, South 02°21'25" West, a distance of 860.43 feet, to the point of beginning;

Thence along the East line of the Southeast Quarter said Section 6, South 02°21'25" West, a distance of 471.81 feet, to a point in the center of Logan County Road 75;

Thence along the center line of Logan County Road 75, South 25°44'13" East, a distance of 965.56 feet, to a point on the North Right of Way line of the C. B. and Q. Railroad Right of Way, Based on the Railroad Map Book in the Logan County Assessor's office;

Thence along the North Right of Way line of C. B. and Q. Railroad Right of Way, North 76°52'35" West, a distance of 916.42 feet, to a point on an existing fence line;

Thence departing said North Right of Way line of the C. B. and Q. Railroad Right of Way, on an existing fence line, North 01°28'00" West, a distance of 746.18 feet;

Thence North 87°49'19" West, a distance of 70.25 feet;

Thence departing said fence line, North 01°41'34" East, a distance of 375.75 feet;

Thence North 89°06'14" East, a distance of 570.87 feet, more or less, to the point of beginning.

The above-described parcel contains 17.58 acres, more or less.
Including part of Logan County Road 75.

(As represented on official Subdivision Exemption Plat 2023-24); and

WHEREAS, Janelle Kinzie, Personal Representative for the Estate of Albert J. Kinzie

Jr., intends to create a parcel, consisting of 17.58 acres more or less, subdivided from a 377.00 acre parcel in an Agricultural (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 August 8, 2023; and

WHEREAS, a public hearing was held by the Board of County Commissioners on August 15, 2023, 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 Janelle Kinzie, Personal Representative for the Estate of Albert J. Kinzie Jr., for a Subdivision Exemption for the creation of a 17.58 acre parcel, more or less, in the unincorporated area of Logan County, as described above and as represented on official Subdivision Plat 2023-24, 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 15th day of August, 2023.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Jerry A. Sonnenberg, Chairman

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

(Aye)(Nay)
Mike Brownell, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on this 15th day of August, 2023.

County Clerk and Recorder

**SUBDIVISION EXEMPTION APPLICATION
PLAT APPROVAL**

Date: July 5, 2023

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

Applicant:
Name: Janell Kinzie, Pers. Rep.
Est. of Albert Kinzie, Jr. aka Phone: (540) 748-1479
Address: 12003 Berlin Pkwy,
Albert Kinzie Lovettsville, VA 20180
Email: janellkinzie@verizon.net

Local Agent:
Name: Jeff Kinzie Phone: (970) 265-4525
Address: 40289 Cty. Rd. 36, Fleming, CO 80728

Owner of Record:
Name: Albert Kinzie, Jr. aka Albert Kinzie Phone: (970) 265-3321
Address: 17243 Cty. Rd. 75, Fleming, CO 80728

Prospective Buyer:
Name: Alexander D. Vandenberg & Joyce L. Dillenburg Phone: _____
Address: 43124 Cty. Rd. 34, Fleming, CO 80728

Land Surveyor:
Name: Carl John Gilbert - Wildcat Surveying Phone: (308) 279-2072
Address: 307 Church St., Harrisburg, NE 69345

Attorney:
Name: Janell Kinzie (see above) Phone: _____
Address: _____

Description of Property:
Subdivision Exemption Location: On the West side of Cty. Rd. 75
860 Feet South of Cty. Rd. 36.5
Direction Street

Legal: 1/4 Section SE Section 6 Township 8 N. Range 49 W.

Total Acres 17.58 Number of Lots 2

Current Zoning: Ag. Current Land Use: Ag. & home site

Postal Delivery Area: Fleming School District: Fleming - AE-3

If Deed is recorded in General System: Book 00967 Page 968

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: ① Ag./Residential ② Ag./pasture & cropland

Proposed Water and Sewer Facilities: Existing water & septic

Proposed Public Access to Each New Parcel: Existing driveway

Reason for Request of this Exemption (May use additional pages): Financial capabilities of buyers

List all Contiguous Parcels in the same Ownership: None

Section/ Township/ Range _____ Lot(s) _____

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

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

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

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

Applicant Signature: Janell Kinzie Date: 7/5/23

**SUBDIVISION EXEMPTION APPLICATION
COUNTY USE ONLY**

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

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

Date of Planning Commission: _____

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of the Subdivision Exemption:



Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Subdivision Exemption Approval:

Date Granted: _____

Date Denied: _____



Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)

AGREEMENT TO USE LOGAN COUNTY RIGHT OF WAY
INDIVIDUAL PERMIT

THIS AGREEMENT made this (County fills in) 15 day of August, 2023, by and between the County of Logan, State of Colorado, hereinafter called "County", and Hooper Corporation 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): 35523 County Rd 51

_____ ; and

WHEREAS, Applicant desires to install and construct a conection from tranformer to Pole, which will be located **(Circle One)** along, bore under, or **trench** across 30' from tranformer to pole, 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 new transformer for xcel energy, described above, in the right of way of County Road 51, 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** November 30, 2023.
- 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 Hooper corp crews, 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.

Hooper Corporation
Right of Way
ROW 2023-9 August 2023
County Road 51 Peetz

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

Signature

Printed name

Land Owner #2

Signature

Printed Name

Individual Right-of-Way Permit Applicant:

Signature

Printed name

Signature

Address: 6255 Dexter st

Commerce city, co 80022

Application Fee Paid _____

Date _____

Email: Dpuckett@hoopercorp.com

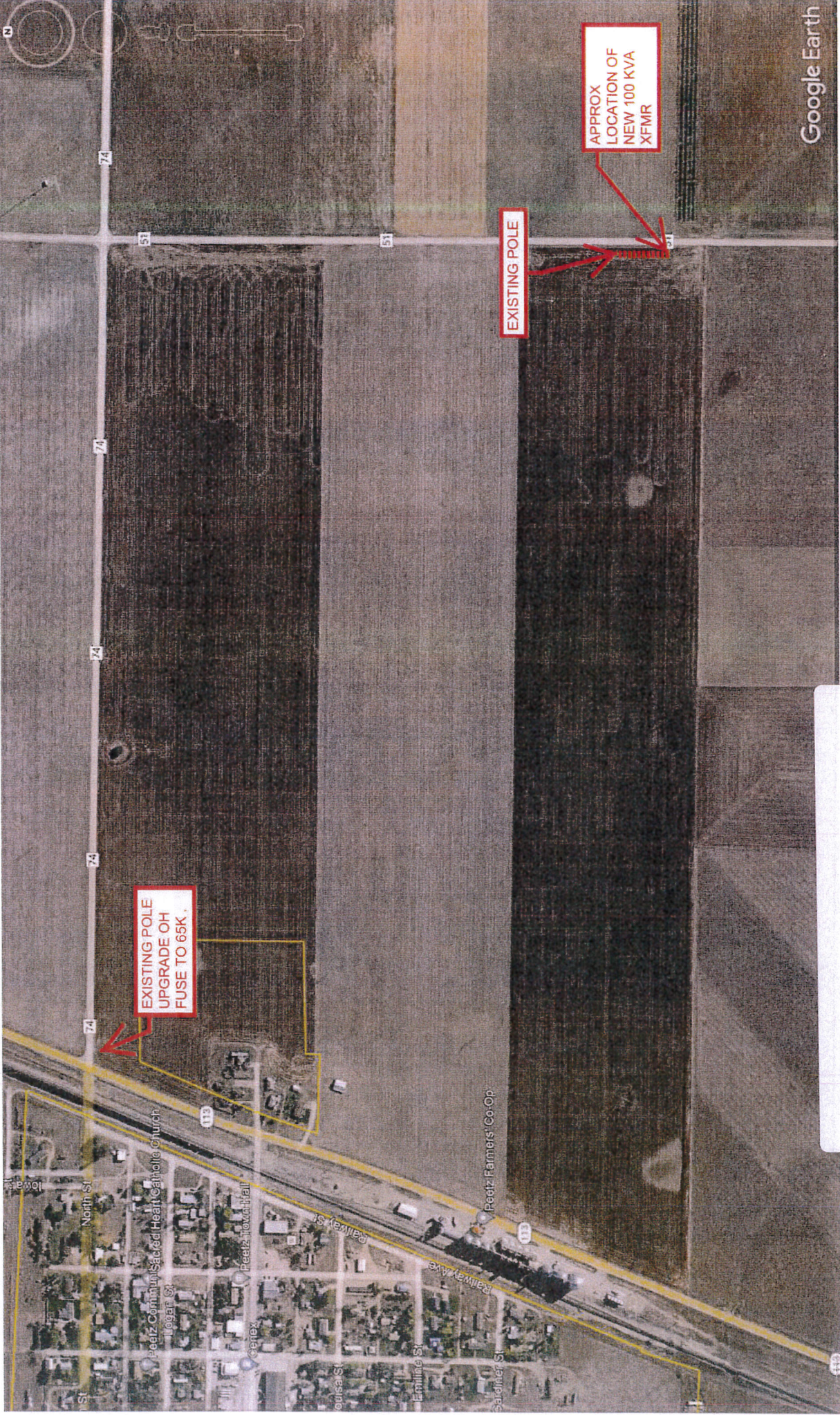
Signed at Sterling, Colorado the day and year first above written.

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

Jerry A. Sonnenberg (Aye) (Nay)

Joseph A. McBride (Aye) (Nay)

Mike Brownell (Aye) (Nay)



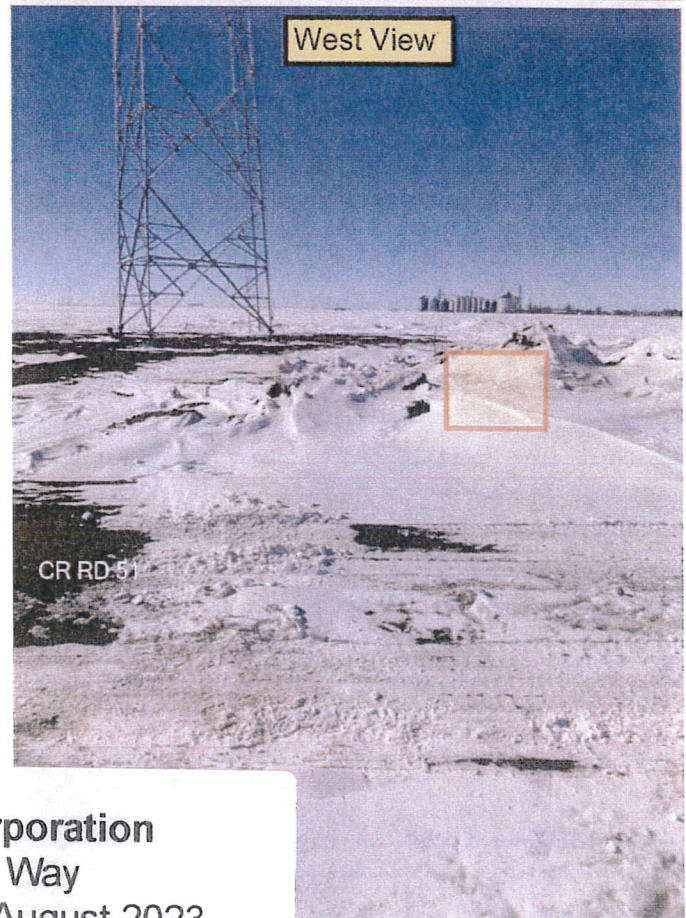
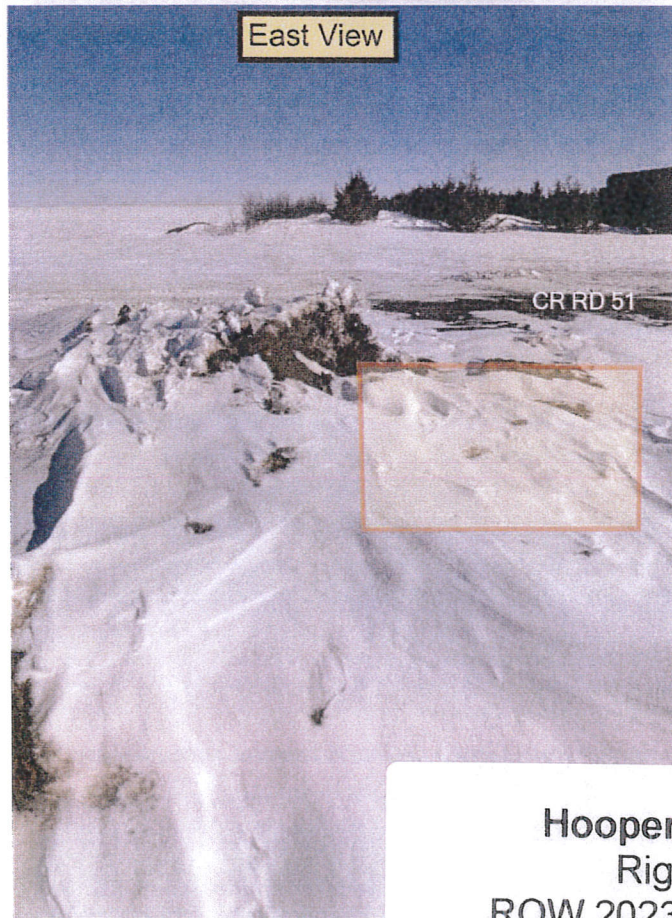
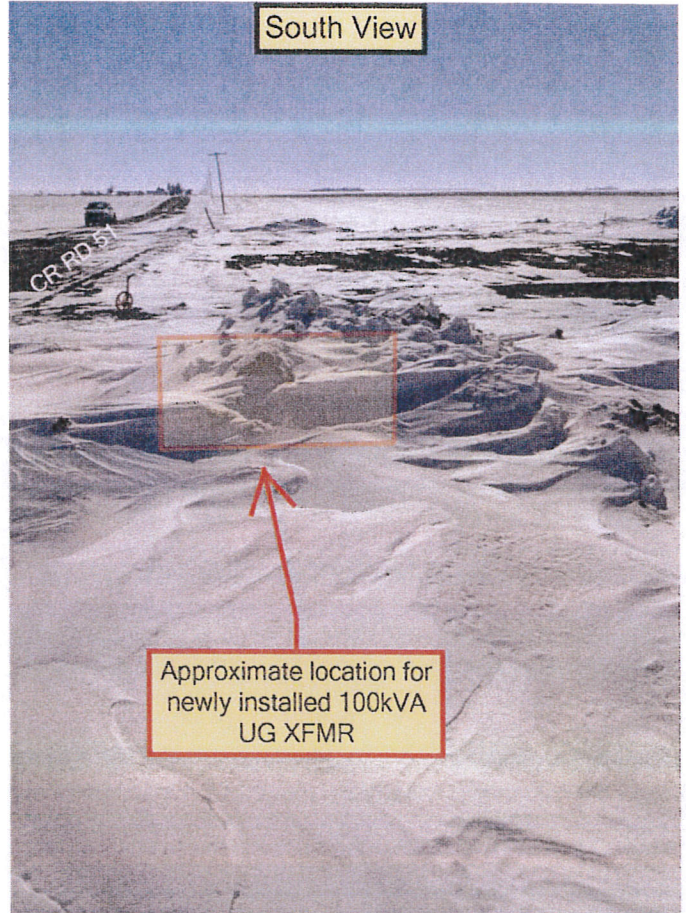
Hooper Corporation
Right of Way
ROW 2023-9 August 2023
County Road 51, Peetz

UG Possible Power Source 1

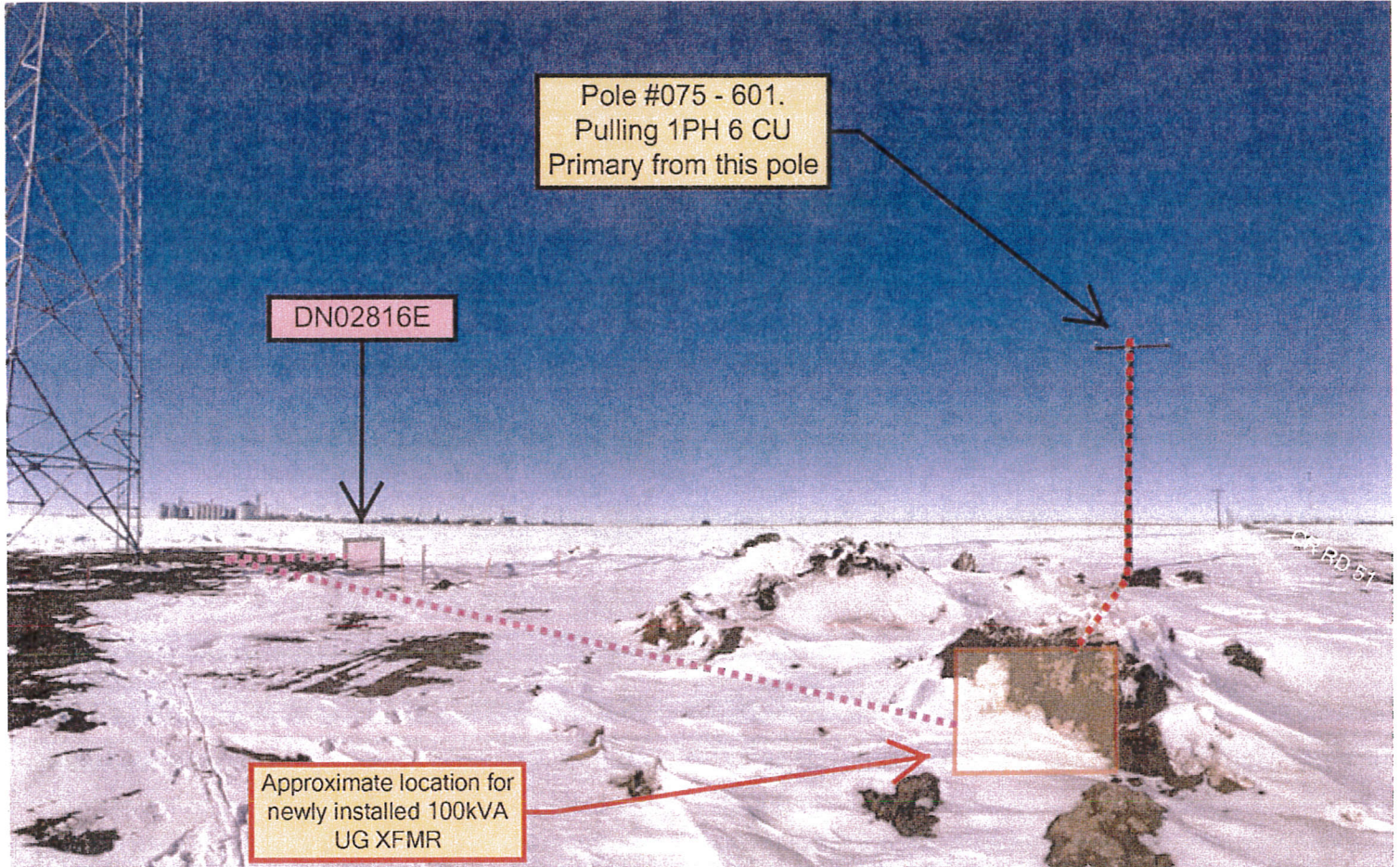
Pad-mount XFMR

NOTES - - Pad-mount XFMR #1

Xcel Energy to install Padmount XFMR in ROW. Xcel will splice 1PH primary and place 100kVA 120/240V Padmount XFMR located southeast of desired cell site location approximately 160ft. Termination is dependent on ROW, Easements, and Availability.



Hooper Corporation
Right of Way
ROW 2023-9 August 2023
County Road 51. Peetz



Hooper Corporation
Right of Way
ROW 2023-9 August 2023
County Road 51, Peetz

RESOLUTION

NO. 2023 - 25

A RESOLUTION APPROVING MODIFIED USER FEES FOR THE DEPOSIT OF SOLID WASTE IN THE LOGAN COUNTY LANDFILL.

WHEREAS, the operation and maintenance of the Logan County Landfill is financed by the County General Fund and by revenue generated in the form of fees charged to users of the Landfill; and

WHEREAS, Logan County continues to experience significant cost increases for the Landfill as a result of higher operating costs and costs imposed by regulatory agencies; and

WHEREAS, the Board has determined that an adjustment of user fees is necessary to make them competitive with other solid waste disposal facilities and to enable the Landfill to continue to provide the level of service required to meet the needs of the County's residents; and

WHEREAS, C.R.S. §30-20-115 authorizes the Board of County Commissioners, after a public hearing, to fix, modify and collect service charges from users of solid waste disposal facilities for the purpose of financing solid waste management.

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

1. That modified Landfill user fees, all as set forth in the attached Exhibit A, are hereby approved and established, to become effective January 1, 2024.
2. That the Landfill user fees, as modified, shall remain in effect until further modified by the Board, as provided by law.

Adopted and Signed this 15th day of August, 2023.

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

_____(Aye) (Nay)
Jerry A. Sonnenberg, Chairman

_____(Aye) (Nay)
Joseph A. McBride, Commissioner

_____(Aye)(Nay)
Mike Brownell, Commissioner

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the County of Logan and State of Colorado, in regular session on the 15th day of August, 2023.

County Clerk and Recorder

LOGAN COUNTY LANDFILL
SOLID WASTE DEFINITIONS, EXPLANATIONS & FEE SCHEDULE

Effective January 1, 2024

DEFINITION OF TERMS:

Municipal Solid Waste (MSW):

As defined by the US EPA, "municipal solid waste" (MSW) includes waste generated from residential, commercial and institutional (ex. schools and prisons) sources. (Does NOT include "Industrial Waste" produced by the same sources.)

Sources & Typical Examples of MSW:

Residential, single & multi-family homes:

Old newspapers, clothing, packaging, cans/bottles, food scraps & yard trimmings.

Commercial, Offices, retail & wholesale stores, restaurants:

Old corrugated containers (OCC), office papers, yard trimmings, food scraps, disposable tableware & cans/bottles.

Institutional, Schools, libraries, hospitals & prisons:

Office papers, books/magazines & cafeteria wastes.

Industrial, (packaging & administrative but NOT process waste); OCC, plastic film, office paper & cafeteria waste.

INDUSTRIAL WASTE:

As defined by the US EPA, "Industrial solid waste" includes all non-MSW sources of waste such as construction and demolition debris (ex. concrete, asphalt, roofing, lumber, drywall), coal ash, contaminated soils, oilfield waste, water treatment plant solids, agricultural/factory generated waste and other industry specific waste, such as railroad ties from the railroad, mattresses from motels/prison, grain from elevators, fencing from farmers/ranchers, etc. INDUSTRY SPECIFIC.

CONSTRUCTION AND DEMOLITION DEBRIS (C&D):

As defined by the US EPA, "Construction & Demolition (C&D) Debris" refers to waste that is generated during the construction, remodeling, repair, or demolition of buildings, bridges, pavements and other structures. C&D debris includes, wood, concrete, asphalt, lumber, steel girders, steel rods, wiring, carpet, drywall, window glass, metal and plastic piping, tree stumps, soil, and other miscellaneous items related to the activities listed above, from any source. This category also includes natural disaster debris.

NOTE:

All Logan County Landfill users who transport solid waste that originated in other counties shall have the duty to report the origin of the solid waste to the Landfill attendant at the time of initial weighing to insure that proper fees are paid. Users who fail to make the required disclosure, at the time of initial weighing and prior to unloading, shall be charged a \$100.00 surcharge per load in addition to the usual fees that are otherwise payable. Use of the Logan County Landfill by any person or business to deposit out-of-county solid waste constitutes that user's agreement to pay the regular user fees, and the surcharge, if disclosure is not made as required above. All Commercial Waste Haulers hauling waste in Logan County must obtain from the Logan County Commissioner's Office an annual county license for commercial transportation of waste.

FEE SCHEDULE MSW:

Minimum Gate fee up to about 860lbs-----\$15.00

Cost Per Ton OVER 860lbs:

Residential -----\$26.17

Licensed Commercial Hauler >860lbs-----\$26.17

*Non-licensed Commercial Hauler >860lbs-----\$49.34

Individual items & fees additional to standard fees

TIRES -NO RIMS:

Car Tires-----\$5.00ea

Semi-Truck & Tractor Tires (<36" diam.)-----\$8.00ea

Tractor Tires (>36" diam.)-----\$12.00ea

Earth Mover Tires-----\$20.00ea

APPLIANCES:

Oven-----\$5.00ea

Washer/Dryer & Old metal dishwashers-----\$5.00ea

Hot Water Heaters-----\$5.00ea

We do NOT accept any appliances that contain or have contained Freon (ex. A/C units, refrigerators or freezers).

FEE SCHEDULE "INDUSTRIAL WASTE:"

Minimum Gate Fee up to about 560lbs-----\$15.00

Cost Per Ton OVER 560lbs:

Residential-----\$39.17

Licensed Commercial Hauler>560lbs-----\$39.17

*Non-Licensed Commercial Hauler>560lbs-----\$75.34

ROLL-OFF CONTAINERS:-----\$39.17/Ton

All roll-off containers will be assumed to contain "Industrial-Waste" as per definition. UNLESS, haulers report the contents as being MSW, AND it is confirmed by Landfill staff through the "Waste Screening" process.

An example of MSW in a roll-off would be household items (eg. papers, trash, old furniture and/or random junk) generally collected when cleaning out a rental type residence or storage unit.

All waste originating outside of Logan County will be charged DOUBLE above listed fees.

ITEMS COLLECTED FOR RECYCLING PURPOSES: HAULERS MUST SORT:

Electronics-----SEE "E-WASTE" FEE SCHEDULE

Tires-----SEE TIRE FEE SCHEDULE

Batteries-----NO CHARGE

Cardboard-----NO CHARGE

(See Attendant For Off-loading instructions.)

NOTE:

*All Commercial Waste Haulers hauling waste in Logan County must obtain from the Logan County Commissioner's Office an annual county license for commercial transportation of waste.