

Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three



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**OFFICE OF THE BOARD
LOGAN COUNTY COMMISSIONERS**

315 MAIN STREET SUITE 2
STERLING, COLORADO 80751

AGENDA

**Logan County Board of Commissioners
Logan County Courthouse, 315 Main Street, Sterling, Colorado
Tuesday, July 5, 2016 - 9:00 a.m.**

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

Approval of the Minutes of the June 28, 2016 meeting.

**Unfinished Business
New Business**

Consideration of the approval of a contract between Logan County and CHS for propane for the landfill for the 2016-2017 heating season.

Consideration of the approval of Resolution 2016-17 granting the renewal and amendment of Special Use Permit #209 for the operation of a 28,000 head grow lot and dairy in Logan County, Colorado for Island Cattle Company, LLC. on a tract of land lying in Section 29, Township 8 North, Range 3 West of the 6th PM, Logan County, Colorado.

Consideration of the approval of Resolution 2016-18 approving the issuance of Conditional Use Permit #229 to RE-1 Valley Caliche Schools for the operation of a water treatment facility and a wastewater treatment facility on property described as a tract of land in the West Half of the Southwest Quarter (W2SW4) of Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

**Other Business
Miscellaneous Business/Announcements**

The next regular business meeting will be scheduled for Tuesday, July 12, 2016, at 9:00 a.m. at the Logan County Courthouse.

**Executive Session as Needed
Adjournment**

June 28, 2016

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

Rocky L. Samber	Chairman
David G. Donaldson	Commissioner
Gene A. Meisner	Commissioner

Also present:

Alan Samber	Logan County Attorney
Jennifer Crow	Manager, Administrative Support
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel
Rob Quint	Logan County Planning and Zoning
Dave Conley	Logan County Lodging Tax Board
Marilee Johnson	Logan County Information Center Coordinator

Chairman Samber called the meeting to order at 9:03 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions for the agenda. Commissioner Donaldson moved to revise the agenda in the following manner: move the award of the Asphaltic Material and Petroleum Resin proposal to the first item under Unfinished Business and to move the agreement with Internet Honey to the first item under New Business. Commissioner Meisner seconded and the motion carried 3-0.

The Board continued with the Consent Agenda items:

- Approval of the Minutes of the June 21, 2016 meeting.

Commissioner Meisner moved to approve the Consent Agenda which includes the approval of the minutes for the June 21, 2016 Board Meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson moved to award the proposal for Asphaltic Material and Petroleum Resin chip seal product to Cobitco Inc, Denver, CO at the price of \$2.05 per gallon. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber continued with Unfinished Business:

Commissioner Meisner moved to remove the item of the Logan County Lodging Tax Board project for exploresterling.com website upgrades in the amount of \$10,480 from the table. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson moved to approve the Logan County Lodging Tax Board Project for the exploresterling.com website upgrades in the amount of up to \$10,480. Commissioner Meisner seconded and the motion carried 3-0.

Chairman Samber continued with New Business:

Commissioner Meisner moved to approve an agreement between Internet Honey and Logan County to provide website upgrades for the exploresterling.com website and authorize the chair to sign. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson moved to approve Resolution 2016-13 and an application for Subdivision Exemption on behalf of SJS LLC to create a 1.93-acre tract from an 81-acre Agricultural parcel, in an "A" Agricultural District located in the NW1/4 of Section 21, Township 8 North, Range 53 West of the 6th PM, Logan County, Colorado, also known as 14040 CR 32, Sterling, Colorado. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2016-14 approving the Final Plat for the RPK Minor Subdivision, Tract 26, Revis Addition, City of Sterling, lying Southerly of the Centerline of the Burlington Northern and Santa Fe Railroad, as it now exists, Logan County, Colorado on behalf of Mark E. and Lorraine L. Walters. Commissioner Donaldson seconded and the motion carried 3-0.

Commissioner Donaldson moved to approve Resolution 2016-15 approving the Final Plat for the Breidenbach Minor Subdivision located in the SE 1/4 of Section 31, Township 10 North, Range 51 West of the 6th PM, Logan County, Colorado on behalf of Terence S. Miller, Jack A. Breidenbach and David T. Breidenbach. Commissioner Meisner seconded and the motion carried 3-0.

Commissioner Meisner moved to approve Resolution 2016-16 and an application for Subdivision Exemption on behalf of Sunset Ranch Company, LLC to create a 11.14 acre tract from a 625-acre Agricultural parcel, in an "A" Agricultural District located in the SE1/4 of Section 7, Township 10 North, Range 53 West of the 6th PM, Logan County, Colorado. Commissioner Donaldson seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

County Offices will be closed on Monday, July 4, 2016.

The next regular business meeting is scheduled for Tuesday, July 5, 2016 at 9:00 a.m. in the hearing chambers at the Logan County Courthouse.

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

Submitted by:

Jennifer Crow
Manager, Administrative Support

Approved: July 5, 2016

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

Logan County Clerk & Recorder



P.O. Box 184
101 South Detroit Ave.
Yuma, CO 80759

2017 Propane Contract Enclosed

Dear Valued Propane Customer:

It is with great pleasure we bring you this contract offering. Please review and consider our Propane Contracting Program for the 2016-2017 heating season. With the extreme volatility and drop in energy values in the past months, now is a great time to lock-in your heating costs for the next season. Please consider our program again for your propane needs and remember our trained and experienced staff is the best in the industry in keeping your propane needs met safely and efficiently.

CHS is committed to our ongoing contract programs that provide fair pricing and guaranteed supply, regardless of weather conditions. Enclosed volumes are based on your historical usage, these are estimates. If you would like to discuss changes, please feel free to contact us by July 6th. In an effort to continue to bring value to our customers, the following contracts are offered for 2017:

1. **100% Prepaid Propane Contract**; this program allows you to prepay an entire year at one Program Price. This year's Program Price is \$1.02 per gallon. Please carefully read Section 9 on the Terms and Condition Page regarding unused contracted gallons. Please contact us if you're interested in a 2-Year Prepay Contract.
2. **No Money Down**, this program allows you to lock in a Program Volume and Program Price for your propane needs but allows you to pay at the time of delivery (per normal credit terms). You will be invoiced \$1.07 at time of delivery. Please carefully read Section 9 on the Terms and Condition Page regarding unused contracted gallons.

All of the above contracts include the following:

1. **Summer Fill Program**. This is where we will fill your tank at our convenience sometime after June 1st.
2. **Route Program**. CHS will anticipate your propane needs using a degree day routing system which assures that you will never run out of propane.
3. **A Service Guarantee**. If you're a contract customer and your tank runs out of propane, not only will we fill your tank, perform a leak check and get all your appliances going, we will give you the first \$50 of propane free.
4. **REST ASSURED. YOU'RE DOING BUSINESS WITH THE SAFEST SUPPLIER OF PROPANE IN NORTHEASTERN COLORADO.**

CHS is glad to offer credit card payments or automatic bank withdraws as optional payment methods for you this year. This year's contract is attached, please review, select the desired program(s), and send it back in the self-addressed envelope July 6th. If you are choosing to enter into a Prepay contract or the Economy Plan, please include payment (these contracts will not be valid until payment is received).

Sincerely,

Jim Nolan
Energy Division Manager

Propane Contract Program Terms and Conditions

1. The following provisions shall apply to the SecureComfort® Plan:
 - a. As long as Customer purchases at least 90% and no more than 110% of the Program Volume during the one year term (the "Term"), the price to be paid by Customer to CHS Inc. ("CHS") for all propane sold and delivered to Customer during the Term shall be the Program Price. To the extent that Customer actually purchases more than 110% of the Program Volume during the Term, then the price for such excess volume shall be CHS' current retail market price in effect from time to time as such excess gallons are purchased by Customer. To the extent that Customer actually purchases less than 90% of the Program Volume during the Term (the "Minimum Quantity"), and if CHS' current retail market price as of the end of the Term is less than the Program Price for such Term, then CHS shall have the right to collect from Customer liquidated damages in an amount equal to the price differential multiplied by the difference between the Minimum Quantity and the actual quantity purchased by Customer. Subject to the above, beginning on July 20th, 2016 and continuing on the 20th of each month thereafter through and including May 15, 2016 for the 1 Year Contract and May 15, 2017 for the 2 Year Contract Customer shall pay to CHS the Program Payment.
 - b. As long as Customer purchases at least 90% and no more than 110% of the Program Volume during the Term, on or before May 31, 2017 for the 1 Year Contract and May 31, 2018 for the 2 Year Contract Customer shall make a payment to CHS in an amount equal to the total actual gallons sold and delivered by CHS to Customer during the Term, multiplied by the Program Price for the Term, less the total amount actually paid by Customer to CHS during the Term (the "True-Up Payment"). If the total amount actually paid by Customer to CHS during the Term exceeds the amount equal to the total actual gallons sold and delivered by CHS to Customer during such Term multiplied by the agreed upon price per gallon for such period, resulting in a negative True-Up Payment, then Customer shall be entitled to a credit in the amount thereof (the "Customer Credit Amount") to be applied against the monthly payments due and owing during the succeeding term or, if this Agreement is not extended, then CHS shall pay the Customer Credit Amount to Customer within thirty (30) days after termination of this Agreement.
2. The deadline to enroll in one of the Propane Contract Programs is July 6, 2016. Only contracts received by July 6th will be guaranteed the enclosed pricing. **After July 6th prices may change.**
3. The Contract term shall commence June 1, 2016, and contract price will expire May 31, 2017, with the exception of the SecureComfort® Plan 2nd Year Contract, which will expire May 31, 2018.
4. Customer shall abide by the terms & conditions of the CHS Credit Agreement for convenience accounts. **CONTRACTED CUSTOMERS WILL BE ON A ROUTE; "CALL-IN" CUSTOMERS MUST BE PRE-APPROVED. COD CUSTOMERS MUST SIGN UP FOR A SECURECOMFORT® PLAN WITH A CREDIT CARD AS THE PAYMENT OPTION. ALL CUSTOMERS MUST HAVE AN ACCOUNT IN GOOD STANDING; A SECURECOMFORT® PLAN MAY BE A LIMITED TIME OPTION.**
5. Customers failing to maintain acceptable credit standing throughout the term of this Agreement shall forfeit eligibility under this Agreement. Also subject to early termination fees (see below). If it is necessary for the propane to be pumped out of the tank for any reason, Customer will be responsible for a \$100 non-refundable fee, or \$65.00 an hour, whichever is greater.
6. SecureComfort® Plan: CHS may monitor your account to compare your actual purchases to the Program Volume. If your purchases per quarter differ from what was anticipated, CHS reserves the right to adjust the Program Payment.
7. Contract customers will be assigned to a regular propane delivery route if not already established. Customer will receive a regular, monthly statement of activity for their convenience account.
8. SecureComfort® Plan customers will be automatically enrolled in the same contract each year unless you give us notice and/or cancel the contract; *provided, however*, that CHS may adjust the Program Volume, the Program Price and the Program Payment each year based on Customer's actual purchases during the preceding year. "SECURECOMFORT® PLAN" customer will get a recap in June of their last year's usage along with notification of the next year's Program Price and Program Payment. Your Summer Fill is included in your budget billing payments.
9. For Prepay and Economy plans, Customer is required to take all contracted gallons within the contract timeline stated in Section 3. A storage and handling fee of \$.05 per gallon per month will be applied to any gallons remaining on contract at time of expiration and assessed each month until all contracted gallons are taken by Customer at the contract price. **Prepay Contracts are not valid until payment is received.**
10. "ECONOMY PLAN CONTRACTS" must pay a non-refundable fee of \$.05 per gallon to enter into the contract.
11. ALL Contracts must be for a minimum of 400 gallons per year for a SecureComfort® Plan Contract. CHS may at its discretion, conduct propane "summer fill" activity to increase the likelihood of adequate supply and price opportunity. Target dates are June 1st thru August 31st.
12. Propane customers enrolled in "LEAP" must also enroll in the SecureComfort® Plan or Prepay for 65% of estimated purchases. LEAP customers must pay their monthly Program Payment until LEAP payments are guaranteed in writing by the Social Services and CHS confirms that the LEAP payments will cover the balance of the contract.
13. CHS offers the service guarantee in cases where a contract customer has run out of gas because of normal usage on route. The service guarantee is not valid when circumstances causing the outage are beyond the control of CHS. This guarantee is for residential heating only.
14. **Early termination fee:** If a customer chooses to cancel their contract and/or fails to meet the terms and conditions described above they will be charged an early termination fee which will be calculated based on the following equation: (Contract Price – Route Price + \$.30 per gallon Cancellation Fee) x Contract Gallons remaining.
15. **CUSTOMER CERTIFICATION**

I, the undersigned Customer, acknowledge that I have received copies of the following warning brochures: (i) "Important Propane Safety Information For You and Your Family"; (ii) "Propane Safety"; and (iii) "Carbon Monoxide Safety Information". I have agreed to read and follow the safety rules in those brochures and to share the information with my family and/or employees to help keep everyone safe and to reduce the risk of serious and potentially fatal injury, fire and explosion.

I HAVE READ AND FULLY UNDERSTAND THIS CERTIFICATION.



P.O. Box 184
101 South Detroit Ave.
Yuma, CO 80759

2017 PROPANE CONTRACT OFFERING – Return by July 6, 2016

Please note that ALL contracts must be signed and returned!

Below is your 2016 usage information and updated 2017 contract information. Please read the Terms & Conditions Page on the back of the contract. If you have any questions or concerns regarding your contract, please give us a call at 888-562-5128 and we will be happy to assist you!

Sign & Return to CHS

<p>Usage Information: 2016 Heating Season Gallons Used: <u>2623.60</u> Past Two Year Average: <u>3179.7</u></p> <p style="text-align: right;">\$ 0.00</p>
<p><input type="checkbox"/> 2017 Prepay Contract: Past Two Year Average ("Program Volume"): <u>2179.7</u> Program Price Per Gallon for 2017 Heating Season: <u>\$1.02</u> Total Amount Due*: <u>\$2223.30</u></p> <p style="font-size: small;">* Sales Tax will be deducted from Prepay Balance ** Payment for the 'Net Amount Due' is due with contract return</p>
<p><input type="checkbox"/> 2017 No Money Down Contract: Past Two Year Average ("Program Volume"): <u>2179.7</u> Program Price Per Gallon for 2017 Heating Season: <u>\$ 1.07</u></p>

*****PLEASE CAREFULLY REVIEW THE AVERAGE USAGE FOR ACCURACY!*****

Please check if you do NOT wish to be on the 'Auto-Renew' program

NOTICE TO CUSTOMER: (a) You are entitled to an exact copy of the Agreement you sign; (b) Do not sign this Agreement before you read it completely, even if otherwise advised; (c) Do not sign this Agreement if it contains any blank spaces; (d) Do not sign this Agreement unless a representative of CHS has (i) explained the properties of propane gas, (ii) warned you of the dangers of propane gas, and (iii) also explained to you the operation of the System covered by this Agreement so that you understand how and why it is important to promptly shut off the System in the event of emergency; (e) Do not sign this Agreement unless you have determined that you can smell the presence of propane gas by a sniff test given by a representative of CHS. **BY SIGNING THIS AGREEMENT, LESSEE REPRESENTS THAT HE/SHE HAS READ AND UNDERSTANDS THIS "NOTICE TO CUSTOMER", AND THAT HE/SHE HAS COMPLIED WITH THE PROVISIONS OF THIS "NOTICE TO CUSTOMER".**

❖ I acknowledge, and agree to, the attached Propane Contract Program Terms and Conditions.

Signature

Date

Account Number 119901 Account Name LOGAN COUNTY LANDFILL

Sign & Keep for Your Records



P.O. Box 184
101 South Detroit Ave.
Yuma, CO 80759

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❖ I acknowledge, and agree to, the attached Propane Contract Program Terms and Conditions.

Signature _____ Date _____
Account Number 119901 Account Name LOGAN COUNTY LANDFILL

**RESOLUTION
NO. 2016 - 17**

SPECIAL USE PERMIT AMENDMENT AND RENEWAL

A RESOLUTION GRANTING THE RENEWAL AND AMENDMENT OF SPECIAL USE PERMIT #209 FOR THE OPERATION OF A 28,000 HEAD GROW LOT AND DAIRY, IN LOGAN COUNTY, COLORADO FOR ISLAND CATTLE COMPANY, LLC.

WHEREAS, Island Cattle Company, LLC, has applied to amend and renew a Special Use Permit #209 to authorize expansion from 8,000 head to 28,000 head for continued operation of a grow lot and addition of a dairy operation on the a tract of land lying in Section 29, Township 8 North, Range 53 West of the Sixth Principal Meridian, Logan County, Colorado, and

WHEREAS, The Logan County Planning Commission, after reviewing all materials, taking testimony of the applicant and surrounding property owners, and finding no issues that would limit or deny this application, recommended an approval of this application for the requested amendment and renewal of Special Use Permit #209 at their June 21, 2016 meeting and that such recommendation includes the following conditions:

1. The permit term shall be for ninety (90) years on the identified and approved Special Use Permit #209, with compliance reviews of County, State and Federal regulations every five (5) years. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. Continued compliance with all State of Colorado, Northeast Colorado Health Department, County and Local regulations; and

WHEREAS, the Island Cattle Company, LLC, is a registered CAFO with the State of Colorado, and

WHEREAS, on July 5, 2016, a public hearing of the Logan County Board of County Commissioners was held to consider the issuance of the amended and renewed Special Use Permit #209 for Island Cattle Company, LLC, to operate an 28,000 head maximum confined animal feeding operation in an Agricultural Zone District, on the above described property.

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

I. APPROVAL:

The application of Island Cattle CO, LLC, for an amended Special Use Permit #209 to operate an 28,000 head dairy and grow lot, with related equipment and structures, as defined by CDPHE regulations, to be located in the Northeast Quarter (NE1/4) of Section 29, Township 8 North, Range 53 West of the 6th Principal Meridian, Logan County, Colorado is GRANTED, subject to the conditions set forth as follows:

1. The permit term shall be for ninety (90) years on the identified and approved Special Use Permit. If any changes, such as alterations or enlargements, occur to the Special Use Permit identified and approved herein, the applicant shall be responsible for seeking and obtaining separate approval of a permit and term of approval for those proposed changes.
2. Continued compliance with all State of Colorado, Northeast Colorado Health Department, County and Local regulations.
3. All reasonable and necessary preventative measures must be taken for dust suppression and fly control according to industry standards.

4. During the term of this permit, compliance reviews of County, State and Federal regulations every five (5) years will be required.
5. Set back requirement for all livestock confinement areas along the North boundary shall be 50 (fifty) feet.

II. FINDINGS OF FACT:

1. The continued use on the described site is compatible with the Logan County Master Plan and existing land uses in the area, which is zoned Agricultural District with a pre-existing Special Use Permit for a grow lot operation.
2. This facility is State CDPHE permitted, with a capacity limit of 28,000 head.

BE IT THEREFORE RESOLVED, that the Special Use Permit #209 is granted for the operation of a 28,000 head feedlot for Island Cattle Company, LLC, with related equipment and structures, subject to the conditions set forth above and subject to application for renewal for continued permitted use by July 5, 2106. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 5th day of July, 2016.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

Rocky L. Samber, Chairman (Aye)(Nay)

Gene A. Meisner (Aye)(Nay)

David G. Donaldson (Aye)(Nay)

I, Pamela M. Bacon, County Clerk and Recorder in and for the County of Logan, State of Colorado, do hereby certify that the foregoing Resolution was adopted by the Board of County Commissioners of the Logan and State of Colorado, in regular session on the 5th day of July, 2016.

County of Logan Clerk and Recorder

LOGAN COUNTY SPECIAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

Applicant Tim Sellers 559-280-9353 cell
Name: Island Cattle Company, LLC Phone: 559-686-7806
Address: P.O. Box 663, Windsor, Co. 80550

Landowner
Name: Island Cattle Company, LLC Phone: 559-686-7806
Address: P.O. Box 663, Windsor, Co. 80550

Description of Property T 8N, R 53W, Section 29 Except the South 330 feet.

Legal: $\frac{1}{4}$ Section _____ Section 29 Township 8 North Range 53 west

Address: 13557 County Road 29 Access off or Hwy: CR 29

New Address Needed: Y or Subdivision Name: _____

Filing _____ Lot _____ Block _____ Tract _____ Lot Size 588 ac

Current Zoning: Ag, with SUP#209 **Current Land Use:** 8000 Head Feedlot

Proposed Special Use: Feedlot with Dairy 28,000 HD TOTAL

Terms of Special Use: 90 year term, with 5 year Review of Compliance of State and federal regulations.

Building Plans: Grade site, add pens, and other structures necessary for operations.

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

Dated at Sterling, Colorado, this _____ day of _____

Signature of Applicant: 

Signature of Landowner: Island Cattle Company, LLC by 

ISLAND CATTLE CO, LLC
Amend & Renew SUP 209
8000 hd Feedlot
cont on p 59

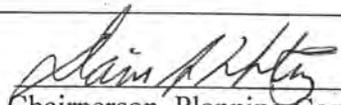
FOR COUNTY USE

Application Fee: One Hundred Dollars (\$100.00) *pd 5/17/2016 ✓ #7114 Ret. #128*

Date of Planning Commission: June 21, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of the Special Use Permit: _____


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of the Special Use Permit: _____

Date Granted: _____

Date Denied: _____

David G Donaldson (Aye) (Nay)

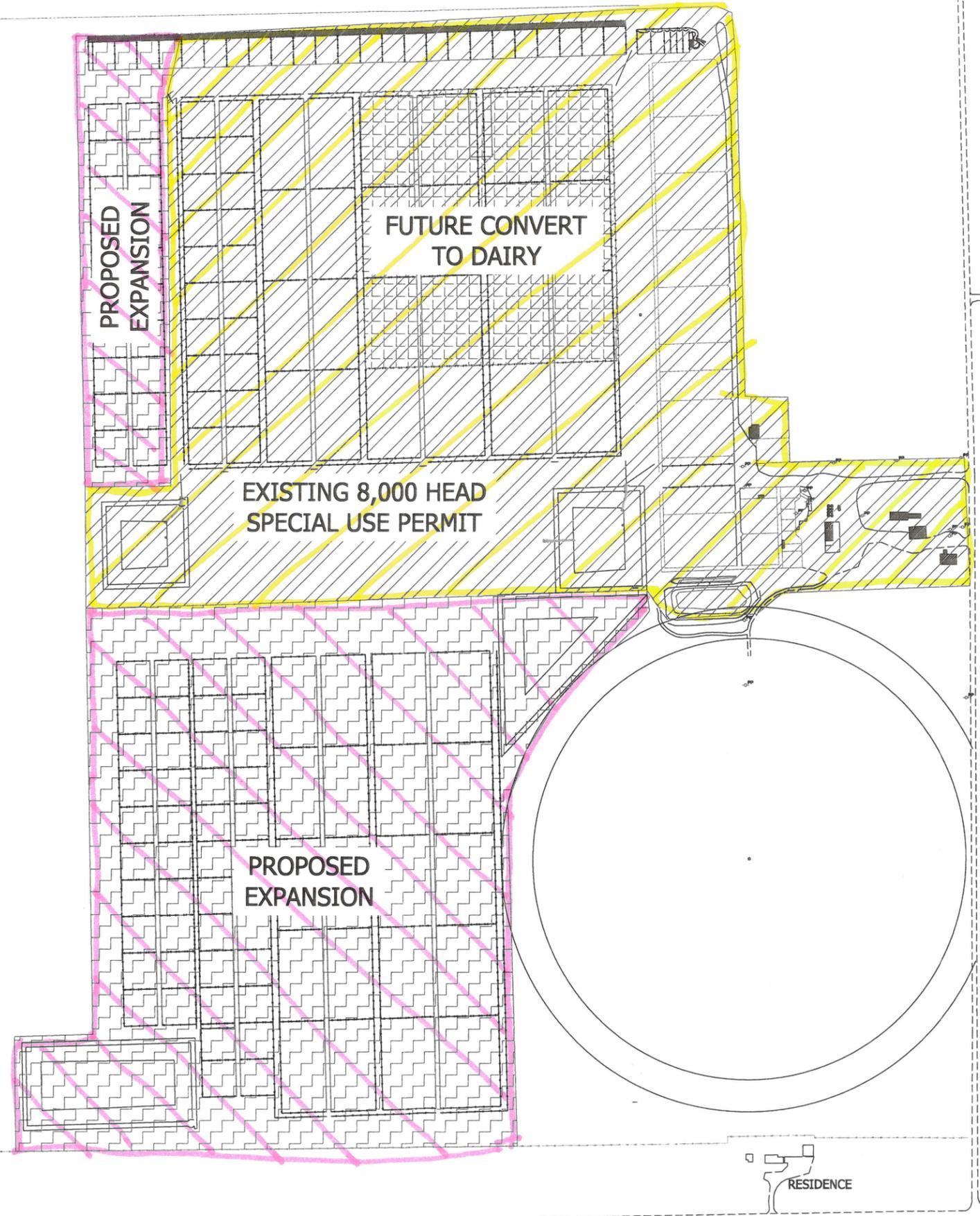
Gene Meisner (Aye) (Nay)

Rocky Samber (Aye) (Nay)

ISLAND CATTLE CO, LLC
Amend & Renew SUP 209
8000 hd Feedlot
Sect 29-8-53

P:\Drawings\Projects\Tim Sellers - Tim Sellers - SUP_5-12-2016.dwg - 05/13/2016 Elliot_DN

COUNTY ROAD 27



Designed	ELLIOT DE JONGH	Date	5/2/2016
Drawn	ELLIOT DE JONGH	Revised	5/13/2016
Revised		Revised	

ISLAND CATTLE CO, LLC
Amend & Renew SUP 209
8000 hd Feedlot
Sect 29-8-53

TIM SELLERS
STERLING FEEDLOT - PRELIMINARY
SECTION 29 T 8N, R 53W, OF THE 6TH P.M.,
LOGAN COUNTY, COLORADO

COUNTY ROAD 29

PRELIMINARY
NOT FOR CONSTRUCTION



TITLE ENGINEERING, LLC
8605 17th St Dr, Greeley, CO 719-661-6209

Sheet: **P-1**

File Name:
SELLERS_SUP_5-12-2016.DWG
Sheet 1 of 1

**RESOLUTION
NO. 2016 - 18**

CONDITIONAL USE PERMIT

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT #229 TO RE-1 VALLEY SCHOOL DISTRICT (CALICHE SCHOOLS) FOR THE OPERATION OF A WATER TREATMENT FACILITY AND A WASTEWATER TREATMENT FACILITY IN LOGAN COUNTY, COLORADO.

WHEREAS, the RE-1 Valley School District (Caliche Schools) have applied for a Conditional Use Permit to operate a water treatment facility and a wastewater treatment facility, which will consist of new domestic and fire suppression storage tanks, pump house interior piping, new waterlines and sewer lines, a new mechanical wastewater treatment plant, lining the existing lagoon for fire suppression storage, and a new outfall area located located in NW4SW4 Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado, a part of Skinner Draw; and

WHEREAS, the water treatment facility and wastewater treatment facility will be located on property described as:

A tract of land in the West Half of the Southwest Quarter (W2SW4) of Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado; and

WHEREAS, a public hearing of the Logan County Planning Commission concerning the application for the Conditional Use Permit was held on June 21, 2016, and the Planning Commission approved the request for the Conditional Use Permit; and

WHEREAS, the Conditional Use Permit is to run for five years, subject to review and renewal thereafter.

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

I. APPROVAL:

The application of RE-1 Valley School District (Caliche Schools) for the Conditional Use Permit to operate a water treatment facility and a wastewater treatment facility, consisting of new domestic and fire suppression storage tanks, pump house interior piping, new waterlines and sewer lines, a new mechanical wastewater treatment plant, lining the existing lagoon for fire suppression storage, and a new outfall area located located in NW4SW4 Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado, a part of Skinner Draw, related equipment and structures, is hereby GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

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

III. CONDITIONS:

- I. The permit is limited to the construction and operation of a water treatment facility and a wastewater treatment facility, and related equipment and structures, on the site located within the following legally described parcel:

A tract of land in the West Half of the Southwest Quarter (W2SW4) of Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado.

2. The applicant shall apply for and obtain a separate Certificate of Designation to operate the facility as required by C.R.S. section 30-20-103 and applicable regulations of the Colorado Department of Public Health and Environment. The applicant must supply all required design and operational information (including an Engineering Design and Operations Plan (EDOP) and receive the favorable recommendation of that Department. Final approval of the Certificate of Designation must be granted by the Board of County Commissioners after conducting a separate public hearing, applying the factors set forth in C.R.S. section 30-20-104.
3. The applicant must remain in continued compliance with all applicable Federal, State, and County regulations at all times, and submit to ongoing monitoring and approval by the Northeast Colorado Health Department (NCHD) and the Colorado Department of Public Health and Environment (CDPHE).

BE IT THEREFORE RESOLVED, that the Conditional Use Permit #229 is granted for the construction a water treatment facility and a wastewater treatment facility, which will consist of new domestic and fire suppression storage tanks, pump house interior piping, new waterlines and sewer lines, a new mechanical wastewater treatment plant, lining the existing lagoon for fire suppression storage, and a new outfall area located located in NW4SW4 Section 21, Township 10 North, Range 50 West of the 6th Principal Meridian, Logan County, Colorado, a part of Skinner Draw, subject to the conditions set forth above and subject to application for renewal for continued permitted use after July 5, 2021. The Board of County Commissioners of Logan County retains continuing jurisdiction over the permit to address future issues concerning the site and to insure compliance with the conditions of the permit. The applicant is responsible for complying with all of the forgoing conditions and all other county zoning or other land use regulations or Colorado Department of Public Health and Environment Regulations. Noncompliance with any of the conditions may be cause for revocation of the permit.

Done the 5th day of July, 2016.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

(Aye)(Nay)
Rocky L. Samber, Chairman

(Aye)(Nay)
Gene A. Meisner

(Aye)(Nay)
David G. Donaldson

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 Logan County and State of Colorado, in regular session on the 5th day of July, 2016.

County of Logan Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

Applicant

Name: RE-1 Valley School District Phone: 970-552-0792 x 1231

Address: 301 Hagen St, Sterling, CO 80751

Landowner

Name: RE-1 Valley School District Phone: 970-552-0792 x 1231

Address: 301 Hagen St, Sterling, CO 80751

Description of Property:

Legal: 1/4 Section SW Section 21 Township 10 Range 50

Address: 26342 CO RD 65, Iliff, CO 80736 Access off CR or Hwy: CR 65

New Address Needed: Y or N Subdivision Name: N/A

Filing _____ Lot _____ Block _____ Tract _____ Lot Size _____

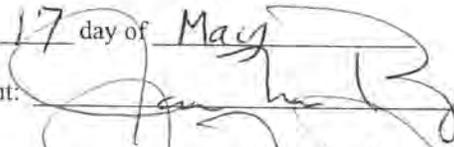
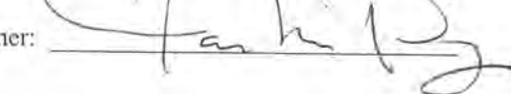
Current Zoning: Agricultural **Current Land Use:** Agricultural

Proposed Conditional Use: Proposed water treatment and wastewater treatment systems.

Terms of Conditional Use: Treat water and wastewater for the K-12 school on site.

Building Plans: Figure 2 shows a general site plan for your reference.

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

Dated at Sterling, Colorado, this 17 day of May
Signature of Applicant: 
Signature of Landowner: 

RE-1 VALLEY SCHOOL 2016
CALICHE SCHOOLS CUP 229
Water & Wastewater Treatment Plants
26342 CR 65, Iliff - W2SW4 21-10-50

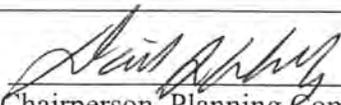
FOR COUNTY USE

Application Fee: One hundred dollars (\$100.00) pd 6/9/16 ✓ # 2157 Receipt # 129

Date of Planning Commission: June 21, 2016

Recommendation of Planning Commission: Approval Denial

Recommended Conditions of Conditional Use Permit: _____


Chairperson, Planning Commission

COUNTY COMMISSIONERS ACTION:

Conditions of Conditional Use Permit: _____

Date Granted: _____

Date Denied: _____

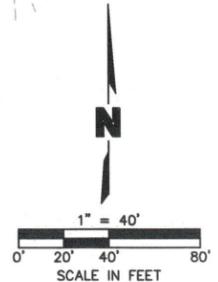
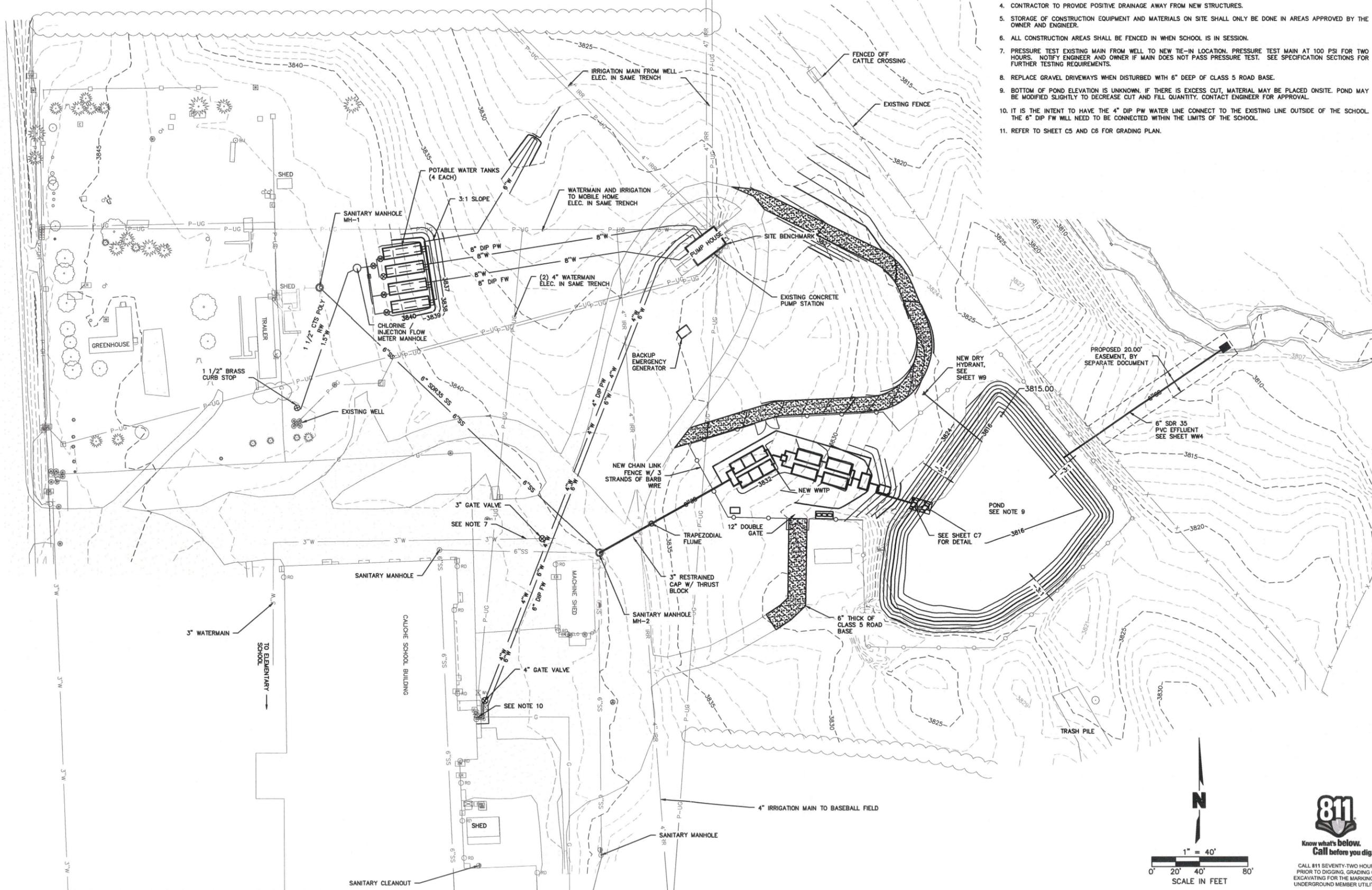
Rocky Samber (Aye) (Nay)

Gene Meisner (Aye) (Nay)

David G Donaldson (Aye) (Nay)

DWG: F:\Projects\013-3153\0A_Submittals\2016-05-12_Conditional Use Permit\Figure 2.dwg
 DATE: May 13, 2016 9:01am
 USER: mcook
 XREFS: 133153_XBASE 133153_TB_for figure

- NOTES:**
- ESTIMATED EARTHWORK QUANTITIES ARE PROVIDED FOR INFORMATION ONLY. THE CONTRACT PRICE SHALL NOT BE ADJUSTED FOR MORE OR LESS FILL REQUIRED TO COMPLETE THE WORK SHOWN. BOTTOM OF POND ELEVATION IS UNKNOWN.
 - IN ADDITION, SOME ONSITE FILL MATERIALS MAY NOT BE SUITABLE FOR REUSE. CONTRACTOR IS RESPONSIBLE FOR COMPLETING THE WORK SHOWN FOR THE LUMP SUM CONTRACT PRICE.
- GENERAL NOTES:**
- CONTRACTOR TO FIELD VERIFY SIZE AND LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
 - SEED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES IN ACCORDANCE WITH SPECIFICATION SECTION 02486.
 - INSTALL AGGREGATE SURFACING TO NEWLY GRADED ENTRANCE ACCORDINGLY TO SPECIFICATION SECTION 2519.
 - CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM NEW STRUCTURES.
 - STORAGE OF CONSTRUCTION EQUIPMENT AND MATERIALS ON SITE SHALL ONLY BE DONE IN AREAS APPROVED BY THE OWNER AND ENGINEER.
 - ALL CONSTRUCTION AREAS SHALL BE FENCED IN WHEN SCHOOL IS IN SESSION.
 - PRESSURE TEST EXISTING MAIN FROM WELL TO NEW TIE-IN LOCATION. PRESSURE TEST MAIN AT 100 PSI FOR TWO HOURS. NOTIFY ENGINEER AND OWNER IF MAIN DOES NOT PASS PRESSURE TEST. SEE SPECIFICATION SECTIONS FOR FURTHER TESTING REQUIREMENTS.
 - REPLACE GRAVEL DRIVEWAYS WHEN DISTURBED WITH 6" DEEP OF CLASS 5 ROAD BASE.
 - BOTTOM OF POND ELEVATION IS UNKNOWN. IF THERE IS EXCESS CUT, MATERIAL MAY BE PLACED ONSITE. POND MAY BE MODIFIED SLIGHTLY TO DECREASE CUT AND FILL QUANTITY. CONTACT ENGINEER FOR APPROVAL.
 - IT IS THE INTENT TO HAVE THE 4" DIP PW WATER LINE CONNECT TO THE EXISTING LINE OUTSIDE OF THE SCHOOL. THE 6" DIP FW WILL NEED TO BE CONNECTED WITHIN THE LIMITS OF THE SCHOOL.
 - REFER TO SHEET C5 AND C6 FOR GRADING PLAN.



CALL 811 SEVENTY-TWO HOURS PRIOR TO DIGGING, GRADING OR EXCAVATING FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

MOLSSON ASSOCIATES ASSUMES NO RESPONSIBILITY FOR EXISTING UTILITY LOCATIONS (HORIZONTAL OR VERTICAL). THE EXISTING UTILITIES SHOWN ON THIS DRAWING HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. IT IS HOWEVER THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES.

REV. NO.	DATE	REVISIONS DESCRIPTION

**CALICHE SCHOOLS
 WATER AND WASTEWATER IMPROVEMENTS
 OVERALL SITE PLAN**

drawn by: JZ/BK/MC
 checked by: MY
 approved by: —
 QA/QC by: BD
 project no.: 013-3153
 drawing no.: Figure 2.dwg
 date: 05.13.2016

REVISIONS

2016

LOGAN COUNTY, CO