

MORGAN COUNTY PLANNING COMMISSION
April 3, 2023

The Morgan County Planning Commission met on Monday, April 3, 2023, at 7:00 P.M. in the Assembly Room of the Morgan County Administration Building. The meeting was called to order by Chairman Nathan Troudt.

Chairman Nathan Troudt, Robert Pennington, Allyn Wind, Dave Musgrave and Clayton Miller were present. Pete Mercer and Erik Mohrlang were absent. Nicole Hay, Planning Director, Cheryl Brindisi, Planning and Zoning Administrative Assistant, Jenafer Santos, Planning and Zoning Technician, Jeff Parker, Morgan County Attorney and Karol Kopetzky, IT Specialist were also present.

APPROVAL OF AGENDA:

It was moved by Robert Pennington and seconded by Dave Musgrave to approve the Agenda as presented.

Motion Carried 5-0.

APPROVAL OF MINUTES:

It was moved by Allyn Wind and seconded by Clayton Miller to approve the Minutes from the March 20, 2023 Planning Commission Hearing.

Motion carried 5-0.

Chairman Nathan Troudt read the hearing process for tonight's meeting.

OLD BUSINESS: None

NEW BUSINESS:

APPLICATION:

Applicants: Pawnee Solar LLC and Pawnee Solar 2 LLC

Landowners: Stephen and Joann Cecil

Planning Director, Nicole Hay, read her file summary as follows:

These applications are for Special Use Permits for the activities described below. The applicants are requesting four special use permits: one for each of the solar collector facility and one for each of the BESS. The Planning Commission will conduct one public hearing for all four applications, but each application will require separate action by motion.

Pawnee I Solar Energy Collector Facility with a maximum power output of 250 MWac. The permitted area is located in part of Sections 14, 23, 26, and 35, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar LLC, proposes a solar collector facility within a 2,230 acre project area. The facility will consist of photovoltaic (PV) panels, inverters and associated transformers, underground electric collection lines and/or above ground cabling, access roads, a project substation, security fencing, and an operations and maintenance building. The applicant has also requested waivers of the setback requirements for several interior property lines and several rights-of-way along section lines.

Pawnee I Solar Battery Energy Storage System (BESS) with a maximum power output of 200 MWac. The permitted area is located in part of Section 14, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar LLC, proposes a BESS within a 16.5 acre project area. The BESS will be sited on a concrete pad. Vegetation within the footprint of the concrete pad and BESS will be removed as well as a buffer area sufficient to provide access for construction equipment. The area perimeter will be surrounded by an approximately 8 foot chain-link fence with three-strand barbed wire on top.

Pawnee II Solar Energy Collector Facility with a maximum power output of 250 MWac. The permitted area is located in part of Sections 13, 24, and 25, Township 2 North, Range 57 West; a part of Sections 30 and 31, Township 2 North, Range 56 West; a part of Section 6, township 1 North, Range 56 West; and a part of Section 1, Township 1 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar 2 LLC, proposes a solar collector facility within a 3,729 acre project area. The facility will consist of photovoltaic (PV) panels, inverters and associated transformers, underground electric collection lines and/or above ground cabling, access roads, a project substation, and security fencing. The applicant has also requested waivers of the setback requirements for several interior property lines and several rights-of-way along section lines.

Pawnee II Solar Battery Energy Storage System (BESS) with a maximum power output of 125 MWac. The permitted area is located in part of Section 13, Township 2 North, Range 57 West of the 6th PM, Morgan County, Colorado. The permitted area is zoned Agriculture Production and is located in the Brush Fire District.

The applicant, Pawnee Solar 2 LLC, proposes a BESS within a 6.04 acre project area. The BESS will be sited on a concrete pad. Vegetation within the footprint of the concrete pad and BESS will be removed as well as a buffer area sufficient to provide access for construction equipment. The area perimeter will be surrounded by an approximately 8 foot chain-link fence with three-strand barbed wire on top.

In addition to the permit applications, packets for the Planning Commission hearing include referral responses from the Town of Wiggins, WAPA, and Xcel Energy.

The projects are proposing to interconnect into the to-be constructed Canal Crossing substation which was approved by Morgan County as part of the Power Pathway Project, under the 1041 regulations. Finally, there are no concerns from Matt Harris with Harris Engineering Consultants, Inc., the County's consulting engineer, after review of the preliminary engineering reports with drainage plans.

In reviewing these applications, the Planning Commission and Board of County Commissioners are required to make a finding that the criteria for granting a Use by Special Review in Section 2-395 of the Morgan County Zoning Regulations have been satisfied. In addition, the County shall consider whether each application for solar collector facility complies with the requirements of the Solar Collector Regulations and each BESS complies with the requirements of the BESS Regulations in Zoning Regulations.

Section 2-395 Special Use Permit Criteria:

- A. The use and its location as proposed are in conformance with the Morgan County Comprehensive Plan. The property is located in the south central planning area.

Chapter 2 – Plan Summary

2.II.A - Economic Development

Goal – Diversify the economy in Morgan County to broaden business employment opportunities for residents and to further economic growth.

All four projects will generate additional property taxes without strain on public resources provided by the county. To the extent possible the operator will seek to hire local contractors throughout construction and the life of the project.

Chapter 5 - Environment

5.IX

Goal - To preserve the manmade and natural environment in order to enhance the quality of life in Morgan County.

All four projects will not impact wetlands, floodplain or drainage patterns. A desktop review and field assessment has been completed for the site to avoid adverse impacts on plant and wildlife species. These projects will encourage use of renewable resources and production of electric power.

- B. The application documents are complete and present a clear picture of how the use is to be arranged on the site.
- C. The Site Plan conforms to the district design standards of Section 2-420 and Section 4-820 of the Morgan County Zoning Regulations.
- D. All on and off-site impacts have been satisfactorily mitigated either through agreement, public improvement, site plan requirements or other mitigation measures.
All four projects will result in minimal impacts to off-site areas. During construction and when necessary either water or dust control chemicals will be used for dust mitigation and will be addressed in the Road Agreement. Best management practices (BMP) will be implemented to protect newly established vegetation for Storm Water Management and Erosion Control.
- E. The special use proposed has been made compatible with the surrounding uses and is adequately buffered from any incompatible uses by distance and topography.
Buffering is not required as adjacent land uses are compatible
- F. The special use poses no or minimal risk to the public health, safety and welfare.
Granting the Special Use Permits will not increase risk to public health, safety or welfare.
- G. The special use proposed is not planned on a nonconforming parcel.
All four projects are located on conforming parcels.
- H. The applicant has adequately documented a public need for the project. The Applicant has submitted all pertinent technical information, has demonstrated that it has adequate financial resources to implement the project, and has paid all County fees and review costs.
The general purpose of all four projects is to maximize energy production from available solar resources to deliver renewable electricity to the bulk power transmission system to serve the needs of electric utilities and their customers.

- I. For any special use requiring a supply of water that the applicant has demonstrated a source of water which is adequate for the proposed use in terms of quantity and reliability and in the case of human consumption, quantity, quality, and reliability.
All four projects are expected to require a supply of water both during construction and operation phases. Potable water will be brought in and stored in above ground tanks and/or cisterns onsite. Any water for construction would be brought in via truck from an off-site location.

The following conditions are recommended for the special use permits:

1. Pawnee I Solar Collector Facility:

- a. Proof of lease between Pawnee Solar LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
- c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the solar collector facility and may include, but are not limited to, interconnection/crossing agreements, final drainage & erosion control plan, signed and sealed geotechnical report, decommissioning plan, operations and maintenance plan, Liability Insurance Certificate, final locations for any laydown yard, a copy of the APEN issued by the Colorado Department of Public Health and Environment, Unanticipated Discovery plan, and glare analysis.
- d. Pawnee Solar LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The substation and solar collector facility shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar LLC will enter into a road use agreement for the use of any public road during construction which shall include the following:
 - i. A map showing which County roads will be used during construction.
 - ii. A pre-construction baseline inventory of County roads to be used during construction to document their pre-construction condition, obtained by and paid for by the applicant.
 - iii. A mitigation plan to address traffic congestion, control, and potential impacts to County roads to be used during construction. The mitigation plan shall also include any dust mitigation activities.
 - iv. A requirement that the applicant to return any County roads to their pre-construction baseline condition.

- v. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as Pawnee Solar, LLC are not in default of any provision of the public improvements agreement. The County shall inspect the restored roads and Pawnee Solar LLC shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. Pawnee Solar LLC shall be responsible for correcting or properly completing the restoration.
- vi. The residual fifteen percent (15%) retained by the County shall act as security for Pawnee Solar LLC's guarantee that the restoration remains free of defect during a two year warranty period. Pawnee Solar LLC may at any time during the preliminary acceptance or warranty period offer to provide a substitute or supplemental form of financial security to that security as originally posted with and/or retained by the County. The County may accept substitute or supplemental forms of security in its sole discretion.
- h. Prior the commencement of construction on a segment, Pawnee Solar LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners.
- i. The County will require written notice for all staging or laydown areas, or other temporary areas for construction or repair activities ("Temporary Areas") utilized after final construction is completed. Pawnee Solar LLC must provide a map showing the Temporary Area by size (acreage and perimeter), a list of materials and equipment to be stored on the Temporary Areas, activities within the area (e.g., grading, storage, etc.), the length of time the temporary construction or staging or laydown areas will be in use and must notify the County at least thirty (30) days prior to the use of the temporary area. It shall be a condition of all equipment and materials must be removed from the Temporary Areas and the area returned to a condition similar to its condition prior to construction. No permanent structures may remain in the Temporary Areas unless approved by the County pursuant to the applicable Morgan County Zoning Regulations.
- j. The project area shall be reclaimed and/or reseeded as soon as practicable but no later than six months after Pawnee Solar LLC has completed construction, unless the County Planning Administrator grants an extension for demonstrated good cause.
- k. Construction occurring within ¼ quarter mile of any residence shall not commence earlier than 7 a.m.
- l. Pawnee Solar LLC shall prevent the existence of any nuisances by way of its construction activities. All trash, litter, construction waste and any potentially hazardous materials shall be disposed of properly off-site. If the County determines that a nuisance exists and the nuisance is not abated or an abatement plan is not submitted to the satisfaction of the County, the County may, upon thirty (30) days' notice under this Agreement, draw upon the Performance Guarantee to pay the cost and expenses of abating the nuisance. The decision to draw on the Performance Guarantee shall be within the sole discretion of the County.

- m. Pawnee Solar LLC shall comply with all applicable law and regulations related to safety and emergency management during construction and on-going operations.
- n. Pawnee Solar LLC shall be responsible for the payment of all costs and fees incurred by the County associated with this Permit. The County shall invoice Pawnee Solar LLC for costs and fees and payment will be due by Pawnee Solar LLC within thirty (30) days of the date of the invoice. Failure to pay may result in enforcement actions by the County.

2. **Pawnee I Solar BESS Facility:**

- a. Proof of lease between Pawnee Solar LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
- c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the BESS facility and may include, but are not limited to, Electrical Diagram, final equipment specification sheet, contact information, maintenance plan, final drainage plan, decommissioning plan, emergency operation plan, and Liability Insurance Certificate.
- d. Pawnee Solar LLC will comply with proposed decommissioning plan, any modifications/deviations from the proposed plan must be approved by the County. The County must be notified in writing when the Applicant commencing decommissioning.
- e. Any building greater than 120 sq. ft. will require a building permit.
- f. The BESS shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
- g. Prior the commencement of construction, Pawnee Solar LLC must obtain all proper permissions from landowners to use private roads or develop access roads on any private property. No private access roads, new or currently in use, shall become public rights of way unless approved and accepted by the Board of County Commissioners. The County may require that the road use agreement for the solar collector facility govern any road impacts related to the construction of the BESS or require a separate road use agreement.
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3. Pawnee II Solar Collector Facility:

- a. Proof of lease between Pawnee Solar 2 LLC and the property owners must be submitted to the Planning & Zoning Department prior to construction.
- b. All necessary land use, environmental, and construction permits, approvals and authorizations will be obtained prior to the start of and during construction as required and may include, but are not limited to, land use permits, right-of-way (ROW) permits, road use agreements, access permits, oversize/overweight permits, grading permits, and stormwater permits.
- c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the solar collector facility and may include, but are not limited to, interconnection/crossing agreements, final drainage & erosion control plan, signed and sealed geotechnical report, decommissioning plan, operations and maintenance plan, Liability Insurance Certificate, final locations for any laydown yard, a copy of the APEN issued by the Colorado Department of Public Health and Environment, Unanticipated Discovery plan, and glare analysis.
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- f. The substation and solar collector facility shall be enclosed by a security fence and be secured at all times. Emergency services must have access at all times.
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 - v. A requirement to post financial security in an amount not less than one hundred fifteen percent (115%) of the estimated cost to complete all road restoration, in the form of an irrevocable letter of credit or cash escrow. Cost estimates shall be provided by a licensed Colorado engineer. Upon preliminary acceptance of the restored public road, the County shall release all but fifteen percent (15%) of total actual costs of restoration of the public roads, so long as Pawnee Solar 2 LLC are not in default of any provision of the public improvements agreement. The County shall inspect the restored roads and Pawnee Solar 2 LLC shall pay to the County the cost incurred by the County in conducting such inspections. These costs shall be due and payable upon demand of the County. Pawnee Solar 2 LLC shall be responsible for correcting or properly completing the restoration.
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 - c. All necessary plans, reports, permits, and certificates will be submitted prior to issuance of any building permit associated with the BESS facility and may include, but are not limited to, Electrical Diagram, final equipment specification sheet, contact information, maintenance plan, final drainage plan, decommissioning plan, emergency operation plan, and Liability Insurance Certificate.
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Nicole Hay,
Morgan County Planning Administrator

APPLICANT'S PRESENTATION: Page Bolin, AES, representative of applicant Pawnee Solar LLC and Pawnee Solar 2 LLC presented this application to the Planning Commission.

DISCUSSION: Planning Commission to the applicant.

Nathan Troudt asked what kind of fire mitigation steps will be used? Are you going to train the local fire departments such as Fort Morgan, Brush, Wiggins, Hillrose?

Page Bolin, AES answered, we will keep brush low and what is seeded will be native. It will be monitored daily. They use bi-facial solar panels that collect sunlight from the top and capture sun reflected from behind, so it is in their best interest to have stable, low ground cover. They will provide training to all first responders that may respond to a fire at that location.

Robert Pennington asked how much damage could a wildfire cause to a solar panel? Will they melt?

Page Bolin, AES answered, they are not designed to melt. Electrical wiring could be damaged. Most of the panel is metal and glass. They are made of inert materials and typically not made of materials that would burn or melt.

Dave Musgrave asked what do you do with the damaged panels? Are they recycled and taken apart to be reused or are they buried?

Page Bolin, AES answered that they have a partnership with a company called Solarcycle to take their damaged beyond repair panels and recycle them. This company strips out as much of the material that they can to reuse it. Page referred to first picture appendix on page 31 of the presentation packet to show the example slide of what the panels are made of. They are glass, aluminum, silicon and wiring, all recyclable material. Their goal as a company is sustainability.

Clayton Miller asked what the durability of a solar panel is? What are some common causes of damage to a solar panel? Hail? Installation?

Adam Wingard, AES Clean Energy stated, "Solar panels are hail tested. The glass material that protects the module itself, is hail rated and hail tested to ensure that it can withstand hail strikes."

Page Bolin, AES stated, "These events are being monitored 24/7. They can be remotely moved if a hail storm is coming in, to lessen the impact. The benefit of the tracker system is that they can move the panels if they need to, to try to make sure that the damage is minimized. If one were to shatter, they shatter like a windshield, into safety glass. They would shatter into tiny pellets that stay in place."

Clayton Miller asked for clarification about the no increase in runoff mentioned during the presentation. Is that a similar situation because of the moving angles of the panels?

Page Bolin, AES answered, due to the panels moving angles during the day, water isn't going to cascade off. The ground cover ratio of these projects is about 30% at any given time.

Nathan Troudt asked if the panels can be vertical at any time?

Page Bolin, AES stated, "They start at optimal angle depending on where they are at, where the sun is coming up. During the daylight hours they track east to west. At the end of the day they stow back 30-50 degrees. They can stow tighter than that but we start them at the optimal angle for that day, whatever that is. Then they'll track during the day and then go back at night."

Nathan Troudt asked how they track with the sun? Do they move automatically?

Page Bolin, AES answered that there is a program that is involved with the mechanical movement that is done to the weather.

Dave Musgrave asked how level does the ground have to be?

Page Bolin, AES stated, "One of the benefits of the racking system is that we can work with some of the undulation of the ground. The ground does not have to be completely flat for them to track. These racking systems can work with the ground for a significant amount and still be able to track appropriately. That is the benefit of a pile driven system. As long as the rows are straight you can work with the topography. We're not doing a significant amount of grading out here."

Dave Musgrave noted that there are some rough hills in this projects location.

Page Bolin, AES mentioned that they will have to do some earthwork in some of the rough areas down there, right along the transmission line. Less than 10% of the project area.

Clayton Miller asked is the lifespan of the BESS similar? 30 years?

Mike Simpson, Battery Storage expert with AES, noted that the batteries that are built into the plants do degrade over time. They last approximately 25 years.

Adam Wingard, AES Clean Energy, stated, “The specific contract term that the project would fit into the RFP, include an 18-year project life. The expectation that the batteries will work for 18 years. They will last longer than that but that is what they have been designed to withstand to hold that power capacity for a period of 18 years.”

Robert Pennington asked if one of the battery containers catches on fire, do those containers contain the fire within? The lithium material?

Mike Simpson, AES noted that there are several mechanisms in place within the containers to prevent and suppress fire. The containers are made out of steel. A fire on the outside would take a long time to heat up anything on the inside to where it’s a temperature combustion. With the brush kept low that helps to maintain control. The probability is insignificant. Fire inside could be caused by an electrical system malfunction. Dry type suppression for some of the auxiliary suppression systems. A clean agent inside the container if one of the battery systems had some type of malfunction. Safety measures are in place to prevent fire such as regular maintenance, torque checks and making sure everything is degrading at the correct rate and not an accelerated rate. The batteries themselves have active and passive safety measures such as monitoring systems on every battery to make sure that they are operating correctly. Passive safety measures such as rigid metal compartments for the batteries to make sure that they contained and not shifting around. If something does happen they have the clean agent Novec 1230. It is used in data centers all over the world now.

Robert Pennington asked how many of these battery containers will there be? 111 was on the decommission plan. And is that between the number 2 and number 1?

Page Bolin, AES stated, “That’s a pretty accurate number. There was a decommissioning plan for each project. Slightly more for 1, which is a 200 MW battery and slightly less for the 125. I don’t have that number off the top of my head and I will have to look it up.”

Robert Pennington asked if the larger ones will be placed on a 16-acre concrete pad? Is this one solid 16-acre concrete pad or will they be several 10’x30’ pads spaced away from each other?

Page Bolin, AES answered that there is a difference in the equipment used for each project area. Sometimes there is a preference using different manufacturers. The 200 MW is going to be bigger than the 125. It is almost twice the size of the 125 with a different manufacturer and slightly larger footprint. Page mentioned that it will be one concrete pad.

Mike Simpson, AES explained that the pads typically will be under each shipping container with a skirt around the edge for maintenance and access. The distance between each container varies from site to site. Usually the pads are 1” to 2” thick and usually segmented.

Clayton Miller asked how many permanent staff will be on site?

Page Bolin, AES mentioned that it depends on the size of the project built. For a 250 MW project, they could have approximately 7-10 employees. It depends on the facility needs. They will try to source locally where possible and qualified. For the maintenance positions we would like someone nearby. The facilities require daily touch but not a lot of it.

Nathan Troudt asked how much water do you plan on using for this project on a daily basis after this project becomes operational?

Page Bolin replied they take almost no water when fully constructed. An operations and maintenance building would need some water for basic uses. There will be no buffering or landscaping. Any water needs would be trucked in and stored locally or they would bring in a water truck.

Clayton Miller asked about Mineral Right’s owners.

Page Bolin, AES noted that they work with mineral right’s owners to make sure that their rights are accommodated in the project area. Whether that is working with them to come to an agreement on a no surface occupancy agreement or setting aside land for them through the life of the project to be able

to explore for minerals if that is what they choose to do. They have a robust program of working with the mineral interest owners to make sure that they preserve the rights that they are interested in.

Jeff Parker, Morgan County Attorney explained that mineral rights owners do have certain rights to explore and do extraction activities. The law covers that and they would have to comply with what the law requires on the rights that they have. He doesn't feel that it is a major issue for the Planning Commission and the County to try and plan around. "They have to comply with the rights that mineral rights owners have if they want to go out and do mineral extraction activity."

Robert Pennington asked if the mineral rights owners have the right to have panels removed if they wanted to explore in a particular location?

Jeff Parker, Morgan County Attorney answered, "If they are getting in the way of reasonable use of the surface to extract minerals, yes."

Chairman Nathan Troudt asked if there were any further comments from Planning Commission. **NONE PUBLIC COMMENT IN FAVOR OF THIS APPLICATION OPEN**-There was none.

PUBLIC COMMENT OPPOSED TO THIS APPLICATION OPEN:

Laurel Brownell from Fleming CO, Mineral Rights Owner of property noted that she was not for or against this project but wanted to give some insight. Her biggest interest in the Cecil Ranch was that her family had owned it for over 100 years. Her family homesteaded that ground. There is an original foundation that is still out there that her family had built. She is not against the Cecil's decision to allow this project. They have allowed her family to visit the property to relive memories. Laurel is concerned about visiting the property once the project is built and if it will take out the area that was special to her. Her parents paid for that ground from an oil well. As a mineral rights owner she knows what is under the ground and that it may be applicable to her later on. She reiterated that she is not really against or for it, but she is existing.

Page Bolin, AES noted that she is more than happy to sit down and talk with Laurel. She asked Laurel where this foundation is located. Laurel and Page will be looking at the map to see if the project will be in that general area. Page does not think that the project is near the location of Laurels concern. The project area will need to be secured by a fence.

Chairman Nathan Troudt asked if there were any further comments online or public- **NONE**

PUBLIC COMMENT IS CLOSED

Robert Pennington moved to make a recommendation of approval to the County Commissioners of the Pawnee I Solar Collector Facility with the requested setback waivers and the recommended conditions that are within the staff report.

Clayton Miller seconded. Roll call vote. Motion carried 5-0

Allyn Wind motioned to approve the Pawnee I Solar Battery Energy Storage System with the conditions that are recommended within the staff report.

Dave Musgrave seconded. Roll call vote. Motion carried 5-0.

Allyn Wind motioned to approve the Pawnee Solar II Solar Energy Collector Facility with the requested setback waivers and the recommended conditions that are within the staff report.

Clayton Miller seconded. Roll call vote. Motion carried 5-0.

Clayton Miller moved to recommend approval of the Pawnee II Solar Battery Energy Storage System with the conditions that are recommended within the staff report.

Robert Pennington seconded. Roll call vote. Motion carried 5-0.

These applications have been approved by the Planning Commission and will move forward to the Board of County Commissioners meeting on April 18th, 2023 at 9:00 A.M.

Robert Pennington motioned to adjourn the meeting. **Dave Musgrave** seconded. Motion approved 5-0.

MEETING ADJOURNED AT 8:08 P.M.

Respectfully submitted by: *Cheryl Brindisi*, Planning and Zoning Administrative Assistant