Gene A. Meisner
Commissioner District One

Rocky L. Samber, Chairman
Commissioner District Two

David G. Donaldson
Commissioner District Three

Office Phone
970-522-0888
FAX 970-522-4018
TTY 970-526-5383

Web: www.colorado.gov/logan
E-mail:commissioners@logancountyco.gov

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, August 4, 2015 - 9:00 a.m.

Call to Order
Pledge of Allegiance
Revisions/Corrections to Agenda
Consent Agenda

Approval of the Minutes of the July 28, 2015 meeting.

Unfinished Business
New Business

Consideration of the approval of an agreement between Logan County and Theatrical Media Services for providing a mobile stage, sound and lighting for the 2015 Logan County Fair concert.

Consideration of the approval of an application and Resolution 2015-23 for a conditional use permit on behalf of Rhodes Automotive, Inc. to operate an automotive and diesel repair shop in the S1/2, NW 1/4, Sec. 30, T8N, R52W of the sixth PM, also known as 13526 CR 37, Sterling, Colorado.

Consideration of the approval of an application and Resolution 2015-24 for a conditional use permit on behalf of Simon Contractors, Inc. to operate a temporary hot asphalt batch plant in the W 1/2 of Section 36, T7N, R53W and the SW 1/4 of Section 31, T7N, R52W of the 6th PM, Sterling, Colorado.

Other Business
Miscellaneous Business/Announcements

The next regular business meeting will be scheduled for Tuesday, August 11, 2015, at 9:00 a.m. at the Logan County Courthouse.

Executive Session as Needed
Adjournment

July 28, 2015

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
Marie Granillo	Deputy Clerk
Rob Quint	Logan County Planning and Zoning
Galen Konken	
Callie Jones	Journal Advocate
Forrest Hershberger	South Platte Sentinel

Chairman Samber called the meeting to order at 9:00 a.m. The meeting opened with the Pledge of Allegiance.

Chairman Samber asked if there were any revisions or corrections for today's agenda. None were indicated.

The Board continued with the Consent Agenda items:

- Approval of the Minutes for the July 21, 2015 meeting.

Commissioner Meisner moved to approve the Consent Agenda for the July 28, 2015 board meeting. Commissioner Donaldson seconded and the motion carried 3-0.

Chairman Samber continued with New Business:
The Board held a public hearing for consideration of the approval of Resolution No. 2015-22 to amend the Logan County Zoning Resolution by the adoption of Flood Damage Prevention Regulations.

- Rob Quint of the Planning and Zoning Department answered questions from the Board regarding repealing the existing flood plain regulations and to adopt new flood prevention regulations.

Chairman Samber closed the Public Hearing for Resolution No. 2015-22.

Commissioner Donaldson made a motion to approve Resolution 2015-22 to amend the Logan County Zoning Resolution by the adoption of Flood Damage Prevention Regulations. Commissioner Meisner seconded and the motion carried 3-0.
Commissioner Meisner moved to approve an agreement between Logan County and Tallgrass

Interstate Gas Transmission, LLC for the use of the county's right of way under/across CR 35.5 to remove a 1" natural gas pipeline and unused tap. Commissioner Donaldson seconded and the motion carried 3-0.

The Board moved on to Miscellaneous Business/Announcements:

The next regular business meeting is scheduled for Tuesday, August 4, 2015 at 9 a.m. at the Logan County Courthouse in the hearing chambers.

There being no further business to come before the Board the meeting was adjourned at 9:10 a.m.

Submitted by: Marie T. Granillo
Logan County Clerk & Recorder

Approved: August 4, 2015

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

(seal)

By: _____
Rocky L. Samber, Chairman

Attest:

_____
Logan County Clerk & Recorder

THEATRICAL MEDIA SERVICES, INC.
7510 Burlington St. Omaha, NE 68127
(402) 592-5522 - FAX (402) 592-0094

Job #10505

This CONTRACT entered into on this **26th** day of **July, 2015** by and between the party of the first part, hereafter called THEATRICAL MEDIA SERVICES, INC. and **Logan County Fair - Sterling, CO,** the party of the second part, hereafter called THE BUYER.

THEATRICAL MEDIA SERVICES, INC. does hereby agree to furnish to THE BUYER at **Logan County Fairgrounds - Sterling, CO** for a period of **1** day(s) beginning on **August 8, 2015** and continuing until **August 8, 2015** the following services:

SL320 Mobile Stage w/ (2) 12'x16' Wings, Sound, Lighting & 2 Spotlights per: Logan County Fair 2015 Concert

Load in: 8/7/2015 - 9:30pm - SL320 & Lighting, 8/8/2015 - TBD a.m. - Sound

***Buyer to provide: [12] Stagehands, [1] Electrician, [1] Forklift w/ Operator, Catering for TMS Crew**
[5] Hotel Rooms for Check In 8/7/15 & Check Out 8/9/15

THE BUYER does hereby agree to pay THEATRICAL MEDIA SERVICES, INC. for the use of the equipment and services set out above the sum of Seventeen Thousand and 00/100----------DOLLARS ($17,000.00).

TERMS: Full Amount Due 8/8/2015.

THE BUYER does hereby further agree to provide at his sole expense the cost of all electrical current to operate all of the above listed services.

THE BUYER does hereby agree to provide a certified Electrician to hook up and disconnect power.

THE BUYER does hereby further agree to provide at his sole expense * persons for the set up and strike of THEATRICAL MEDIA SERVICES, INC. equipment, said persons are to be at the direction of the representative of THEATRICAL MEDIA SERVICES, INC. He or she or they in no way shall be deemed to be employees of THEATRICAL MEDIA SERVICES, INC. As further consideration for THEATRICAL MEDIA SERVICES, INC. entering into this contract with Buyer, the Buyer agrees to furnish at Buyer's sole expense insurance coverage for said persons, covering said persons for any injury that may result from setting up or striking of THEATRICAL MEDIA SERVICES, INC. equipment. Further, Buyer agrees to indemnify and hold harmless THEATRICAL MEDIA SERVICES, INC. for any claims made against THEATRICAL MEDIA SERVICES, INC. by said persons for injury or injuries resulting from setting up or striking THEATRICAL MEDIA SERVICES, Inc. equipment.

THE BUYER does hereby further agree that all labor provided shall include such men as may be required by the Stage Hands Local Union, and such men shall be paid by THE BUYER and that no Monies shall be deducted for payment of such men from the price of this contract.

THE BUYER does hereby further agree to pay all taxes, inspection fees, and other fees that may be assessed because of the service and/or equipment agreed under the terms of this contract, including all union fees.

THE BUYER does hereby further agree that if it is not possible to use any of the equipment or services herein set forth that it will pay the full amount herein specified to THEATRICAL MEDIA SERVICES, INC. and that no rebate or reduction in said amount because of rain, weather, accidents, Acts of God, or any order, laws, otherwise issued by any Governmental agency unless, however, said orders are subject to the control of THEATRICAL MEDIA SERVICES, INC. or its authorized agent.

THE BUYER does hereby further agree to save THEATRICAL MEDIA SERVICES, INC. harmless from any claim whatsoever for damage to persons, personnel and /or property arising from the operation of the equipment and/or the acts of the agents or persons representing THE BUYER, unless said claim results from the negligence and/or willfull misconduct of THEATRICAL MEDIA SERVICES, INC. and/or any of its agents.

THEATRICAL MEDIA SERVICES, INC. does hereby further agree to save THE BUYER harmless from any claim whatsoever for damage to persons, personnel and /or property arising from the operation of the equipment and/or the acts of the agents or persons representing THEATRICAL MEDIA SERVICES, INC. unless said claim results from the negligence and/or willfull misconduct of THE BUYER and/or any of its agents.

THE BUYER does hereby agree that in the event it cancels this contract through no fault of THEATRICAL MEDIA SERVICES, INC., BUYER agrees to pay 50% of the contract price, plus all costs incurred by, but not limited to the following: Transportation, Loading, Unloading, Setup, all necessary labor costs incurred regarding the same, and any and all subcontractor costs incurred by THEATRICAL MEDIA SERVICES, INC. provided, however that said costs shall not exceed the total contract price.

THE BUYER does hereby further agree that in the event THEATRICAL MEDIA SERVICES, INC. cannot furnish the equipment or services herein specified for reasons beyond his control, such as breakdown, strikes, Acts of God, or other casualty, or labor disputes, that THEATRICAL MEDIA SERVICES, INC. shall from be released the terms of this contract and that THEATRICAL MEDIA SERVICES, INC. shall not be liable for any damages as a result thereof.

THE BUYER agrees to pay THEATRCIAL MEDIA SERVICES INC. all reasonable attorneys' fees and legal expenses incurred in exercising any of its rights and remedies upon breach of this contract by the Buyer.

It is mutually agreed that this contract was negotiated and executed in Ralston, Douglas County, Nebraska, and that the laws of the State of Nebraska will govern this contract. Any legal action brought by either party shall be conducted solely in Douglas County, Nebraska, regardless of the physical location where the services are provided. In the event THEATRICAL MEDIA SERVICES INC. must file suit to collect on amounts owed by THE BUYER, BUYER hereby irrevocably agrees to accept service of process by certified mail, and that in the event BUYER fails or refuses to accept certified mail service, that return of the certified mail shall be evidence of BUYER'S receipt of service for all purposes, including, but not limited to, deadlines for pleadings.

All parties mutually agree that no verbal agreements are a part of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicate copies hereof the day and year first above written.

for THEATRICAL MEDIA SERVICES, INC.

Mark F. Huber, President

for THE BUYER

Signed: _____

Print: _____

RESOLUTION
NO. 2015 - 23

Conditional Use Permit

A resolution granting a Conditional Use Permit (CUP) for the operation of an Automotive and Diesel Repair Shop, related equipment and structures on the property described as follows:

> **A tract of land within the South one-half of the Northwest quarter (S2NW4) of Section thirty (30), Township eight (8) North, Range fifty-two (52) West of the sixth (6th) P.M., commencing at the Southwest corner of the described property above, thence North and along the West boundary a distance of one hundred fifty feet (150') as the point of beginning, thence East and parallel with the South boundary to a point that is fifty feet (50') West of the center line of the Springdale ditch, thence Northerly and at all times fifty feet (50') West of the center line of the Springdale ditch to a point that is four hundred twenty feet (420') North of the South boundary of said parcel and fifty feet (50') West of the Springdale ditch, thence West and parallel with the South boundary of the parcel stated above to a point that is four hundred twenty feet (420') North of the Southwest corner of the parcel stated above, thence to point of beginning,**
>
> **Also known as 13526 County Road 37, Sterling, Logan County, Colorado,**

WHEREAS, Rhodes Automotive, Inc, by Timothy A. Rhodes, president, has applied for a Conditional Use Permit for the operation of an Automotive and Diesel Repair Shop, with related equipment and structures, and

WHEREAS, the property is currently zoned Agricultural District, 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 Conditional Use Permit at their regular meeting on July 21, 2015, and

WHEREAS, the applicant is requesting approval of Conditional Use Permit to operate an Automotive and Diesel Repair Shop, with related equipment and structures, with the period of the Conditional Use Permit to run for 5-years, commencing on the date of the approval of the requested Conditional Use Permit.

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

I. APPROVAL:

The application of Rhodes Automotive, Inc, by Timothy A. Rhodes, with related equipment and structures, is GRANTED, subject to the conditions set forth below.

II. FINDINGS OF FACT:

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

III. CONDITIONS:

1. Compliance with all applicable Federal, state or local laws and regulations for the operation of an Automotive and Diesel Repair Shop.

BE IT FURTHER RESOLVED, that Conditional Use Permit 226, is granted for the operation of an Automotive and Diesel Repair Shop, subject to the conditions set forth above and subject to application for renewal for continued permitted use after August 4, 2020. 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 4th day of August, 2015.

LOGAN COUNTY BOARD OF COMMISSIONERS
LOGAN COUNTY, COLORADO

_____ (Aye)(Nay)
Rocky L. Samber

_____ (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 the Logan and State of Colorado, in regular session on the 4th day of August, 2015.

_____
County Clerk and Recorder

CUP# 226

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

==========

Applicant

Name: Timothy A Rhodes Phone: 303-947-6678

Address: 13526 CR 37 Sterling, Colo 80751

Landowner

Name: DAVID Littler Phone: 970-580-3101

Address: 13698 Corewe RD Sterling, Colo 80751

Description of Property:

Legal: ¼ Section _____ Section _____ Township _____ Range _____

Address: 13526 CR 37 Access off CR or Hwy: CR 37

New Address Needed: Y or N Subdivision Name: None

Filing_____ Lot _____ Block _____ Tract_____ Lot Size _____

Current Zoning: _____ **Current Land Use:** _____

Proposed Conditional Use: Building to Be used for Automotive and Deisel Repair Trying to move Buiswess Home.

Terms of Conditional Use: _____

Building Plans: pole Building 42x60 x 14' tall

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 10 day of June 2015

Signature of Applicant: [signature]

Signature of Landowner: R David Littler

RHODES AUTOMOTIVE
CUP 226 Auto Repair Shop
13526 CR 37, Sterling

FOR COUNTY USE

Application Fee: One hundred dollars ($100.00) pd 6/10/15 ✓# 1376 receipt # 176716

Date of Planning Commission: July 21, 2015

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: _____

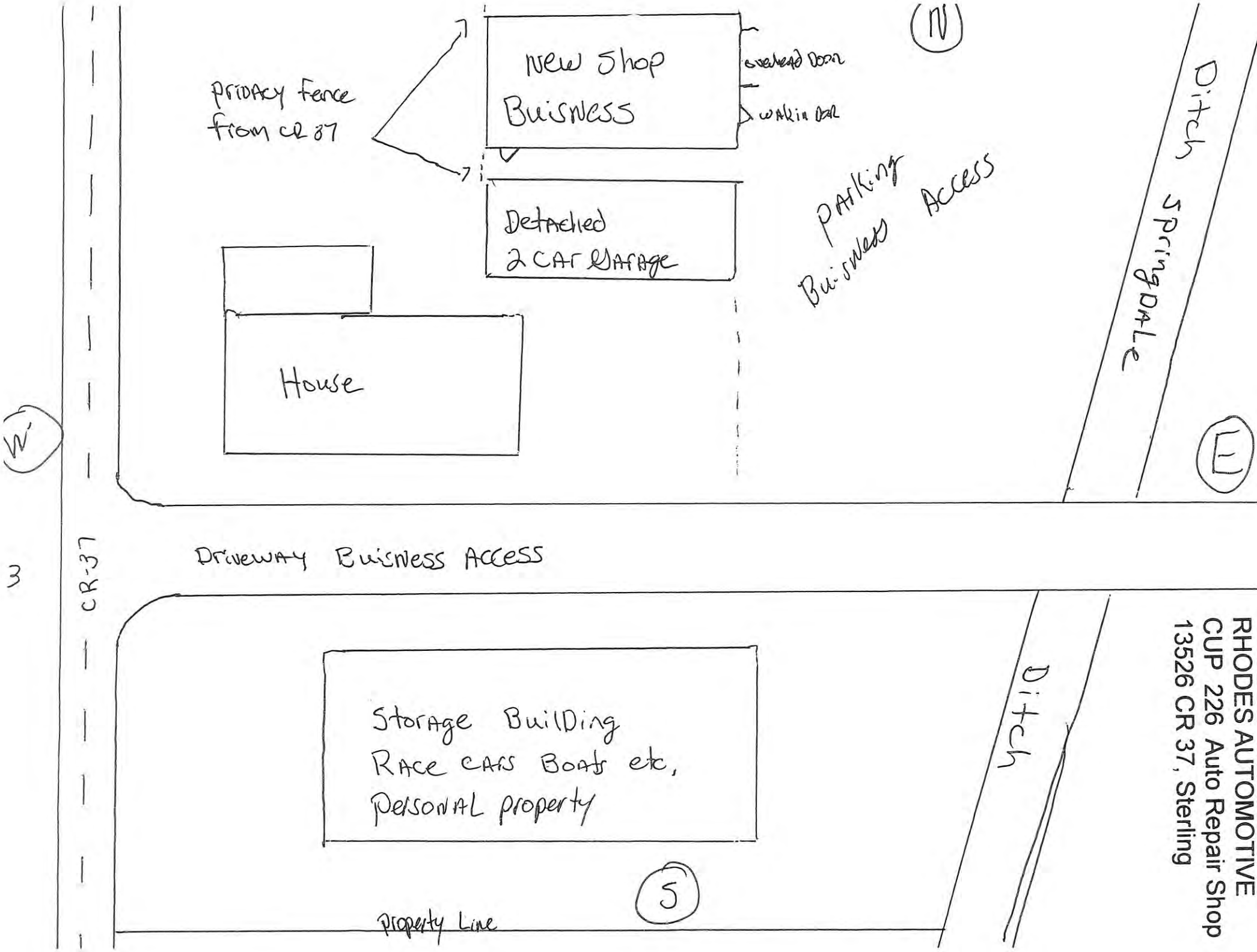
Date Denied: _____

Rocky L. Samber

Gene A. Meisner

David G. Donaldson

RHODES AUTOMOTIVE
CUP 226 Auto Repair Shop
13526 CR 37, Sterling



RHODES AUTOMOTIVE
CUP 226 Auto Repair Shop
13526 CR 37, Sterling

RESOLUTION

NO. 2015 - 24

CONDITIONAL USE PERMIT

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT TO OPERATE A TEMPORARY HOT ASPHALT BATCH PLANT, RELATED EQUIPMENT AND STRUCTURES ON THE PROPERTY DESCRIBED AS FOLLOWS:

A tract of land lying in the W2 of Section 36, Township 7 North, Range 53 West and the SW4 of Section 31, Township 7 North, Range 52 West of the Sixth Principal Meridian, Logan County, Colorado, and

Also known as County Road 14, Atwood, Logan County, Colorado,

WHEREAS, Simon Contractors Inc. has applied for a Conditional Use Permit for the operation of a temporary hot asphalt batch plant, related equipment and structures, and

WHEREAS, the property is currently zoned Agricultural District, and

WHEREAS, a public hearing of the Logan County Planning Commission concerning the application for the Conditional Use Permit was held on July 21, 2015, and the 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 approved the request for the Conditional Use Permit; and

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

I. APPROVAL:

The application of Simon Contractors, Inc. for a Conditional Use Permit to temporarily operate an asphalt batch plant for the benefit of the Colorado Department of Transportation Project IM 0762-049 is 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:

1. Simon Contractors, Inc. shall operate the asphalt batch plant only for the purposes of supplying the Colorado Department of Transportation (CDOT) Project IM 0762-049 on Interstate 76, or its designee.

2. Operation shall be limited to July 2015 through July 2016.

3. To the extent any county road is used by or on behalf of Simon Contractors, Inc. in conjunction with the uses allowed pursuant to the conditional use permit. Simon Contractors, Inc. shall be responsible for grading, adding gravel, or such other necessary repairs to maintain

the county road in at least as good of condition as before Simon Contractors, Inc. use.

4. Maintain a current Colorado Department of Public Health and Environment Air Emissions permit and Storm Water Management Permit.

5. Emissions from material handling (ie: loading and hauling) shall be controlled by watering at all times unless natural moisture is sufficient to control emissions.

6. Vehicle speed on haul roads and service roads shall be restricted to 30 (thirty) miles per hour. Speed limit signs conforming to the Colorado Uniform Traffic Control Devices sign standards shall be installed and removed upon completion of project at the cost of Simon Contractors Inc.

7. Unpaved haul roads shall be graveled or watered frequently to control fugitive particulate emissions.

8. Compliance with all applicable Federal, state or local laws and regulations for the operation of a temporary asphalt batch plant.

BE IT THEREFORE RESOLVED, that Conditional Use Permit 226, is granted for the operation of a temporary Asphalt Batch Plant, subject to the conditions set forth above. 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 4th day of August, 2015.

BOARD OF COUNTY COMMISSIONERS
LOGAN COUNTY, COLORADO

_____ (Aye)(Nay)
Rocky L. Samber

_____ (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 4th day of August, 2015.

_____
County Clerk and Recorder

LOGAN COUNTY CONDITIONAL USE PERMIT APPLICATION CUP#225
AS REQUIRED BY THE LOGAN COUNTY ZONING RESOLUTION
DEPARTMENT OF PLANNING & ZONING
LOGAN COUNTY COURTHOUSE
STERLING, COLORADO 80751

==========

Applicant
Name: SIMON CONTRACTORS Phone: 307-635-9005

Address: 1103 OLD TOWN LANE, SUITE 201A, CHEYENNE, WY 82009

Landowner
Name: Atwood Commercial Feedlot Inc. (Don Bornhoft) Phone: 970-522- 4128

Address: 17880 County Road 16, Atwood, CO 80722

Description of Property:
Legal: ¼ Section SE Section 36 Township 7N Range 53W

Address: 1.21 miles east of S.H. 63 on CR 14 Access off CR or Hwy: Logan County Road 14

New Address Needed: Y or N Subdivision Name: _____

Filing_____ Lot _____ Block _____ Tract_____ Lot Size _____

Current Zoning: Agriculture **Current Land Use: Pasture**

Proposed Conditional Use: The proposed conditional use is for a temporary site to locate a portable asphalt plant for the construction of CDOT Project IM 0762-049.

Terms of Conditional Use: The site will be approximately 10 acres. The existing topsoil on site will be stripped and stockpiled on site. Portable sanitary facilities and dumpsters will be used. The site will have appropriate storm water pollution prevention controls in place to prevent erosion from storm water runoff. After completion of the project, the topsoil will be replaced over the affected area and the site will be seeded with an appropriate seed mix agreeable to the owner. Simon Contractors will operate a portable asphalt plant at the site for purpose of supplying asphalt for Colorado Department of Transportation Project IM 0762-049, I-76 Hillrose to Atwood. The site will be in use from late July of 2015 to July of 2016, with the portable asphalt plant being in use for 14 weeks in the fall of 2015, and spring of 2016. The plant site will be included by the portable asphalt plant's statewide air and storm water management permits. County Road 14 will be maintained in at least as good of condition as before the use by Simon Contractors. Appropriate measures will be taken to reduce dust and other air pollution.

Building Plans: No permanent buildings will be constructed.

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 9TH day of JUNE 2015

Signature of Applicant: _____

Don H Bornhoft Jr - Pres.

SIMON CONTRACTORS
Atwood Commercial Feedlot, Inc
CUP 225 Asphalt Plant
SE4 Section 36 7 53

Treas. receipt #6695

FOR COUNTY USE

Application Fee: One hundred dollars ($100.00) paid 6/9/2015 by ccard

Date of Planning Commission: July 21, 2015

Recommendation of Planning Commission: ✓ Approval _____ Denial

Recommended Conditions of Conditional Use Permit:

1. Simon Contractors, Inc shall operate the asphalt batch plant only for the purposes of supplying the Colorado Department of Transportation (CDOT) Project IM 0762-049 on Interstate 76, or its designee. 2. Operation shall be limited to July 2015 through July 2016. 3.To the extent any county road is used by or on behalf of Simon Contractors, Inc. in conjunction with the uses allowed pursuant to the conditional use permit. Simon Contractors, Inc. shall be responsible for grading, adding gravel, or such other necessary repairs to maintain the county road in at least as good of condition as before Simon Contractors, Inc use. 4. Maintain a current Colorado Department of Public Health and Environment Air Emissions permit and Storm Water Management Permit. 5. Emissions from material handling (ie: loading and hauling) shall be controlled by watering at all times unless natural moisture is sufficient to control emissions. 6.Vehicle speed on haul roads and service roads shall be restricted to 30 (thirty) miles per hour. Speed limit signs conforming to the Colorado Uniform Traffic Control Devices sign standards shall be installed and removed upon completion of project at the cost of Simon Contractors Inc. 7. Unpaved haul roads shall be graveled or watered frequently to control fugitive particulate emissions. 8. Compliance with all applicable Federal, state or local laws and regulations for the operation of a temporary asphalt batch plant.

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)

SIMON CONTRACTORS
Atwood Commercial Feedlot, Inc
CUP 225 Asphalt Plant
SE4 Section 36-7-53

PROPOSED PLANT SITE

Approximately 10 Acres

SIMON CONTRACTORS
Atwood Commercial Feedlot, Inc
CUP 225 Asphalt Plant
SE4 Section 36-7-53

Logan County Conditional Use Permit Questions; 6/10/15

#1 - Please indicate what kind of an asphalt batch plant you will be using - hot or cold. The plant will be a portable hot mix plant.

#2 - Please indicate the process in setting up the batch plant for operation
The plant will arrive in approximately 24 semi loads over a week long period. The components are linked together with conveyors and the silo is self-erect utilizing hydraulics. A crane or boom truck may be used to set up the duct work. The plant can be set up in a week.

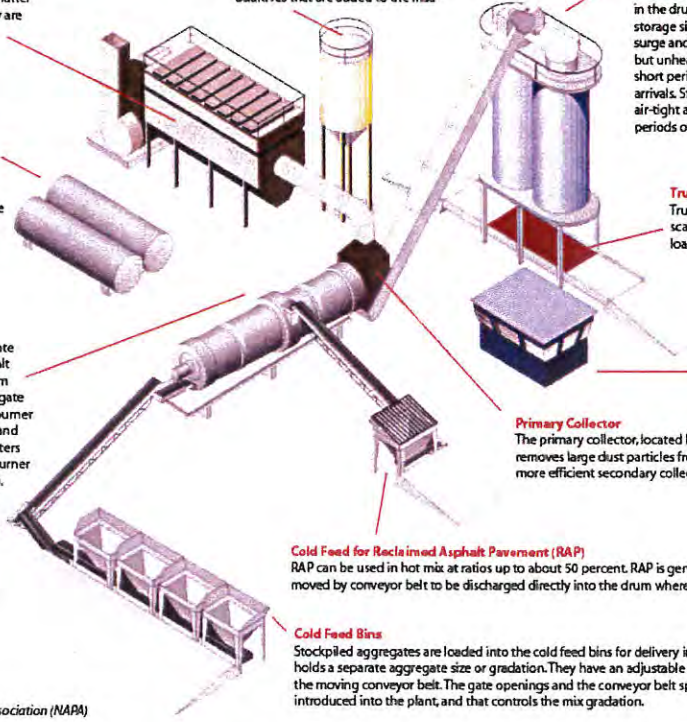
#3 - Please give a detailed description of the operation of the batch plant, including any materials or fluids that are added to make the asphalt.

- Aggregates are imported to the plant site; rock, crusher fines, sand, and recycled asphalt.
- Liquid asphalt cement is brought to the site and stored in a portable heated tank or tanks.
- The plant components are all started, aggregate by proportion is introduced into a pug mill where hydrated lime is added and mixed with the aggregates. This mixture is then conveyed into the drum dryer which rotates to facilitate movement and drying of the aggregate mixture. The drum dryer has a burner on one end that is used to introduce flame into the drum in order to dry the aggregate as it goes through the drum.
- Liquid asphalt cement and recycled asphalt pavement is introduced into the drum. Both are added by controlled proportion.
- The mixed composition then exits the drum on to a slat conveyor which lifts the hot mix asphalt to a load out silo.
- Trucks are loaded under the silo for delivery to the job site.
- Smoke and dust from the drum is collected in a baghouse that filters the air before the discharge through the stack of the baghouse.
- A diagram is included below to further explain.

SIMON CONTRACTORS
Atwood Commercial Feedlot, Inc
CUP 225 Asphalt Plant
SE4 Section 36-7-53

Did You Know?
Asphalt Drum Plant Operation

Asphalt plants can be generally characterized as either "batch" plants or "drum" plants. They produce hot mix asphalt in different ways. This edition will focus on "drum" plants. It includes a description of the components and how these facilities work to produce quality hot mix asphalt.



Baghouse (Secondary Collector)
The baghouse removes fine particulate matter from the dryer exhaust gases before they are released into the atmosphere.

Fines/Additive Silo
Some plants may have additional silos for storing mineral filler or fines from the baghouse (secondary collector) or special additives that are added to the mix.

Storage Silos
After the aggregate and asphalt cement are mixed in the drum, the resulting hot mix is discharged to the storage silos. Generally there are two types of silos: surge and storage. Surge silos are usually insulated but unheated and are designed to hold hot mix for short periods of time (several hours) between truck arrivals. Storage silos are well insulated, heated, near air-tight and are designed to hold hot mix for long periods of time (up to a week).

Asphalt Cement Storage Tanks
Asphalt cement is stored in tanks while awaiting delivery to the drum. Asphalt cement in the tanks is heated between 300°F and 350°F depending on the grade and type of asphalt. Asphalt is delivered from the tanks to the drum for mixing with the aggregate.

Truck Loading Area
Trucks are loaded from the storage silos. A weigh scale is typically located here to ensure trucks are loaded with the correct amount of mix.

Drum
The rotating drum first heats the aggregate then mixes the hot aggregate with asphalt cement. There are two basic types of drum mixers: (1) parallel flow (where the aggregate enters the drum at the same end as the burner and travels parallel to the hot air steam) and (2) counterflow (where the aggregate enters the drum at the opposite end from the burner and travels counter to the hot air stream). Asphalt is added to, and mixed with, the hot aggregate in the drum at different locations depending upon the design of the drum mixer.

Control Center
The control center manages operations from a central location. Most modern asphalt plants are sophisticated facilities and are computer controlled.

Primary Collector
The primary collector, located between the dryer and secondary collector, removes large dust particles from the exhaust gases before entering the more efficient secondary collector (baghouse).

Cold Feed for Reclaimed Asphalt Pavement (RAP)
RAP can be used in hot mix at ratios up to about 50 percent. RAP is generally loaded into its own cold feed bin then moved by conveyor belt to be discharged directly into the drum where it is heated by the already-hot aggregate.

Cold Feed Bins
Stockpiled aggregates are loaded into the cold feed bins for delivery into the aggregate dryer. Each bin holds a separate aggregate size or gradation. They have an adjustable gate that meters the aggregate onto the moving conveyor belt. The gate openings and the conveyor belt speed control the amount of aggregate introduced into the plant, and that controls the mix gradation.

Source: National Asphalt Pavement Association (NAPA)

#4 - Please give a detailed description of the tearing down of the batch plant (with a time frame) and reclamation of the property.

- The components of the plant are all portable, the conveyors will be disconnected and individual components will be detached. Some smaller components are loaded on flat trailers for shipping to the next location. The work of disassembling a portable asphalt plant includes disconnecting power cords, flexible piping, and making the self-contained components in a freight ready condition. The major components of a portable asphalt plant have a frame and axles under them. The plant can be ready for shipping in a week or less.
- The reclamation of the property will include thoroughly cleaning up the site of any left-over aggregate. The landowner may want these left over materials left on the site in neat piles. It is our intention to have as little as possible left over material, as it is quite expensive. After clean up, the site will be smoothed out and graded back to its original condition. The site will then be scarified to loosen the soil. The site will then be seeded with a seed mix approved by the land owner.

#5 - We will need the permits for air and stormwater (and any other possible permits) on file <u>before we start the process to advertise</u>.

- These are included in separate attachments.

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#6 - Please give a detailed description of any extraneous equipment or supplies that will be kept onsite for employees and in support of the operation of the plant.

- Other equipment on site:
  - Loaders
  - Water Truck
  - Grader
  - Paver (Occasionally)
  - Asphalt Rollers (Occasionally)
  - Belly Dump Semi Trucks
  - Portable Generator Set (enclosed in a semi van)
  - Double Wall Diesel Fuel Tank
  - Portable Asphalt Storage Tank
  - Potentially Traffic Control Equipment (Cones, Signs, Arrow Boards)
  - Portable Toilets
  - Dumpster
- No camping will be allowed by employees on the site.

COLORADO
Department of Public Health & Environment

Dedicated to protecting and improving the health and environment of the people of Colorado

Received
6 2014

Received
OCT 30 2014

John Pinello, PM
Simon Contractors
4819 S Industrial Svc Rd
Cheyenne, WY 82003

DATE: **October 24, 2014**

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MEMO **RE: Certification, Colorado Discharge Permit System**
Permit Number COR900000 Certification Number: COR901252
Simon Contractors - Simon Contractors Portable Plant 1

WQCD DIVISION CONTACTS

Michelle DeLaria Permit Writer 303-692-3615
or Debbie Jessop Tech IV 303-692-3590 Karen Harford 303-691-4019 Loretta Houk 303-692-3531

ATTACHMENTS

Certification COR901252
CDPS General Permit for Stormwater Discharges Associated with Non-Extractive Industrial Activity

The Water Quality Control Division (the Division) has reviewed the application submitted for the **Simon Contractors Portable Plant 1** facility (the facility) and determined that it qualifies for coverage under the CDPS General Permit for Stormwater Discharges Associated with Non-Extractive Industrial Activity (the stormwater permit).

DISCHARGE SPECIFIC INFORMATION

Stormwater from the facility discharges to State Waters, statewide; a specific receiving stream segment cannot be identified. In accordance with Part III.D.3 of the stormwater permit, permit certifications for mobile asphalt batch plants (i.e., SIC code 2951) may be issued for a specific plant, with the equipment defined as the facility, which allows existing batch plants to move around the state without re-applying for permit coverage at each new location. Permittees must notify the Division in writing each time the mobile plant is moved, and must meet all permit requirements, terms and conditions for each location.

BASIS FOR STORMWATER DISCHARGE MONITORING

As provided by Part I.I of the stormwater permit, the permittee must monitor stormwater discharges from industrial activities conducted at the facility. Parts I.I.1 through I.I.5 of the stormwater permit identify the five types of required monitoring, one or more of which may apply to the discharge authorized by the stormwater permit as identified in the enclosed permit certification for the permitted facility.

BENCHMARK MONITORING

The permit requires benchmark monitoring of stormwater discharges from the facility to confirm that protection of water quality is provided. Part III of the stormwater permit provides the specific benchmark parameters and values applicable to such discharges.

BASIS FOR SITE-SPECIFIC PARAMETERS

The certification authorizes discharges statewide. There is potential for stormwater runoff to discharge to segments listed as impaired (Regulation 93) for selenium. The Division made a qualitative reasonable potential determination based on the potential for aggregates and other earth materials at the site to be a source of selenium in the discharge. Therefore, site-specific sampling and reporting for potentially dissolved selenium is required, based on water quality standards for the receiving water.

DMR DATA

In general, the Division will use the benchmark and site-specific benchmark DMR data to support development and implementation of TMDLs, and to determine whether the potential exists for the discharge to contribute to and/or cause an exceedance of any water quality standards. Additional information from in-stream monitoring, inspections, or other sources may also be used in making this determination.

STATE OF COLORADO

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
AIR POLLUTION CONTROL DIVISION
TELEPHONE: (303) 692-3150

CONSTRUCTION PERMIT

PERMIT NO: 03PO0657

FINAL APPROVAL

DATE ISSUED: September 12, 2006

ISSUED TO: SIMON CONTRACTORS

THE SOURCE TO WHICH THIS PERMIT APPLIES IS DESCRIBED AND LOCATED AS FOLLOWS:

Hot mix asphalt (HMA) production facility home-based at 800 Lake Drive, North Platte, Nebraska and initially located near Brush, Colorado.

THE SPECIFIC EQUIPMENT OR ACTIVITY SUBJECT TO THIS PERMIT INCLUDES THE FOLLOWING:

Drum Mix asphalt plant with a Cedarapids drum mixer, Model No. 10040, Serial No. 42552, and a Gencor burner, Model No. AF-75H, Serial No. AF-1325. The Drum Mix is design rated at 450 tons per hour, using either propane, reformulated waste oil, or no. 2 fuel oil. Emission sources include lime storage silos, HMA storage silos, aggregate stockpiles, and vehicle traffic. Particulate emissions are controlled by a CMI baghouse, Model No. RA-418P, Serial No. 128.

THIS PERMIT IS GRANTED SUBJECT TO ALL RULES AND REGULATIONS OF THE COLORADO AIR QUALITY CONTROL COMMISSION AND THE COLORADO AIR POLLUTION PREVENTION AND CONTROL ACT C.R.S. (25-7-101 et seq), TO THOSE GENERAL TERMS AND CONDITIONS INCLUDED IN THIS DOCUMENT AND THE FOLLOWING SPECIFIC TERMS AND CONDITIONS:

1. Visible emissions shall not exceed twenty percent (20%) opacity during normal operation of the source. During periods of startup, process modification, or adjustment of control equipment visible emissions shall not exceed 30% opacity for more than six minutes in any sixty consecutive minutes. Opacity shall be measured by EPA Method 9. (Reference: Regulation 1, Section II.A.1.& 4.)

2. The particulate emission control measures listed on the attached page (as approved by the Division) shall be applied to the particulate emission producing sources as required by Regulation No. 1, Section III.D.1.b.

3. The permit number shall be marked on the subject equipment for ease of identification. (Reference: Reg. 3, Part B, III.E.) (State only enforceable)

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