



CONDITIONAL USE PERMIT

Application submittals must include all documents on this checklist as well as this page. Please use the reference guide (pgs. 3-4) included in this packet for more information on each submittal item.

All submittals shall include one (1) hard copy of all documents and one (1) electronic copy with all documents combined in a single PDF. For hard copies, each document shall be labeled or tabbed with the corresponding checklist number.

- 1. Development Application Form (pg. 5)
- 2. Application Fees (see pg. 2)
- 3. Written Explanation of the Project
- 4. Site Plan Showing Proposed Development
- 5. Proof of Ownership (warranty deed or title policy)
- 6. Proof of Water and Sewer Services
- 7. Proof of Utilities (e.g. electric, gas)
- 8. Legal Description
- 9. Certificate of Taxes Paid
- 10. Certificate of Notice to Mineral Estate Owners/and Lessees (pg. 7)
- 11. Certificate of Surface Development (pg. 8-10)

Supplemental Items (if applicable) *Contact County staff for supplemental forms

- 1. Traffic Impact Study
 - 2. Neighborhood Meeting Summary
 - 3. Solid waste transfer station*
 - 4. Solid waste composting facility*
 - 5. Scrap tire recycling facility*
 - 6. Inert fill*
- Operations Plan
 Response to comments

Application Fees	Amount	Due
Conditional Use Permit	\$1,000 (\$300 per additional residential request/ \$500 per additional non-residential)	With application submittal
Tri-County Health *made payable to Tri-County Health	\$360	With application submittal

Conditional Use Permit Application



Application Type:

<input type="checkbox"/> Conceptual Review	<input type="checkbox"/> Preliminary PUD	<input type="checkbox"/> Temporary Use
<input type="checkbox"/> Subdivision, Preliminary	<input type="checkbox"/> Final PUD	<input type="checkbox"/> Variance
<input type="checkbox"/> Subdivision, Final	<input type="checkbox"/> Rezone	<input checked="" type="checkbox"/> Conditional Use
<input type="checkbox"/> Plat Correction/ Vacation	<input type="checkbox"/> Special Use	<input type="checkbox"/> Other: _____

PROJECT NAME: Henderson Pit

APPLICANT

Name(s): Dave Schultejan Phone #: 720-862-4050
Address: 10925 East 120th Ave
City, State, Zip: Henderson, CO 80640
2nd Phone #: Email: Dschultejan58@gmail.com

OWNER

Name(s): 120 85 LLC Phone #: 720-862-4050
Address: 10925 East 120th Ave
City, State, Zip: Henderson, CO 80640
2nd Phone #: Email: Dschultejan58@gmail.com

TECHNICAL REPRESENTATIVE (Consultant, Engineer, Surveyor, Architect, etc.)

Name: Rocky Carns Phone #: 303-740-9393
Address: 7200 South Alton Way
City, State, Zip: Centennial, CO 80112
2nd Phone #: Email: rcarns@jrengineering.com

DESCRIPTION OF SITE

Address: 10925 E. 120th Ave

City, State, Zip: Henderson, CO 80640

Area (acres or square feet): 39.9 Acres

Tax Assessor Parcel Number: 1571-35-3-01-001

Existing Zoning: A-3

Existing Land Use: Inert Landfill/Recycling Facility

Proposed Land Use: Recycling Facility

Have you attended a Conceptual Review? YES NO

If Yes, please list PRE#: PRE2020-00028

I hereby certify that I am making this application as owner of the above described property or acting under the authority of the owner (attached authorization, if not owner). I am familiar with all pertinent requirements, procedures, and fees of the County. I understand that the Application Review Fee is non-refundable. All statements made on this form and additional application materials are true to the best of my knowledge and belief.

Name: Adam SCHULTEJANN

Date: 9/15/20

Owner's Printed Name.

Name: 

Owner's Signature

Project Explanation

Project Explanation

The Henderson Pit was permitted for operation by resolution of the Adams County Board of Commissioners in February, 2014. The resolution was for a Certificate of Designation (CD) to allow inert fill of construction material. The approved CD has an expiration date in February of 2021. The inert landfill will be completed along with the closure of the permit prior to the February 2021 deadline. The Henderson Pit property will be transitioning into the rezoning process following the closure of the Inert Landfill. This application is being submitted to renew the Conditional Use Permit (CUP) to allow recycling operations to continue following the closure of the inert landfill. The CUP for recycling is intended to be utilized during the rezoning process to keep the facility running until alternative development can begin. The site is currently operated and monitored as a recycling facility and is subject to Adams County and State of Colorado performance standards. The property is located west of US 85, north of 120th Avenue.

The renewal of the CUP for the recycling operation and wholesale operation of recycled materials will be subject to all applicable county and state performance standards. The Applicant commits to meeting or exceeding these standards and to act in accordance with all applicable regulations. There continues to be a critical need for this type of facility in Adams County. Recycling operations began approximately eight months after the fill operations originally started. The owner has been paying taxes to the County and State for sale of the recycled material for six years.

Due to the increase in construction activity over the last 10 years the need for construction material including recycled material has also increased. The Henderson Recycling facility receives a large volume of materials that are conducive to recyclable product. These include concrete, steel, asphalt and top soil. There are many benefits of recycling these materials including reducing the demand for raw materials, environmental benefits, additional jobs and tax creation. Recyclable materials delivered to the site are sorted, crushed and placed in new stock piles for sale.

The Henderson Recycling Facility is a necessary and beneficial need for the construction industry and the CUP to allow recycling operations will continue to benefit the construction operators as well as the environment. The site will continue to operate in a safe and efficient manner and will be considerate to its surroundings and neighbors.

The Henderson Recycling project will continue to comply with all applicable laws and regulations relating to air pollution, water pollution, and noise while striving to maintain a clean and safe environment for both the site and the surrounding area.

Site Plan

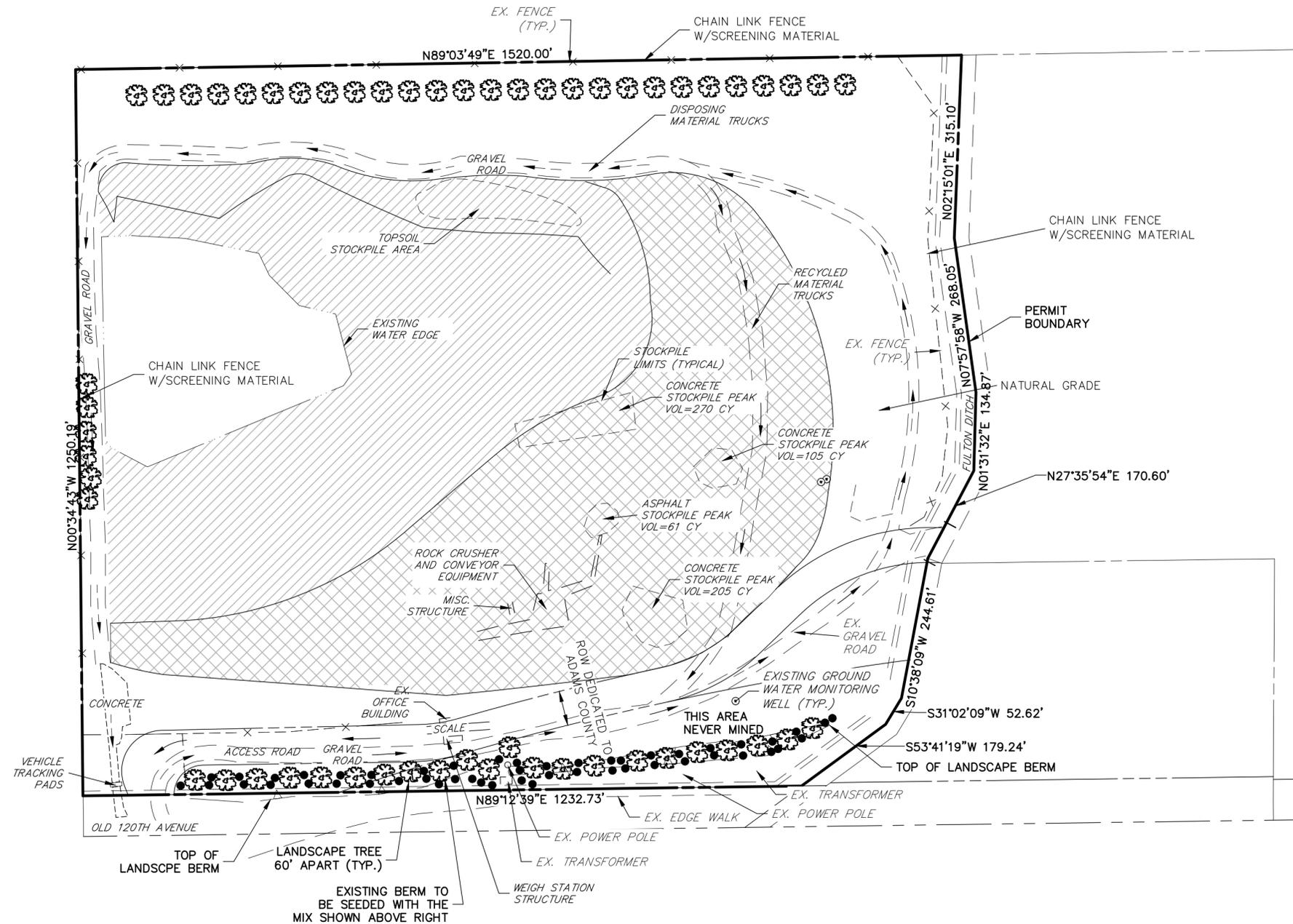
HENDERSON GRAVEL PIT

SITE PLAN/LANDSCAPE PLAN

Table A-1. Upland area seed mix - loamy to clay soils

Common Name	Scientific Name	Growth Season	Growth Form	% Mix	Lb/ac (PLS)
Grasses					
Blue grama	<i>Bouteloua gracilis</i>	Warm	Sod	25	1.8
Sand dropseed	<i>Sporobolus cryptandrus</i>	Warm	Bunch	20	0.2
Sideoats grama	<i>Bouteloua curtipendula</i>	Warm	Sod	20	6.3
Western wheatgrass	<i>Pascopyrum smithii</i>	Cool	Sod	15	8.2
Buffalograss	<i>Bouteloua dactyloides</i>	Warm	Sod	10	10.7
Inland saltgrass	<i>Distichlis spicata</i>	Warm	Sod	5	0.6
Herbaceous/Wildflowers					
Pasture sage	<i>Artemisia frigida</i>			1	0.01
Blanket flower	<i>Gaillardia aristata</i>			1	0.5
Prairie coneflower	<i>Ratibida columnifera</i>			1	0.1
Purple prairieclover	<i>Dalea (Petalostemum) purpurea</i>			1	0.3
Blue flax	<i>Linum lewisii</i>			1	0.4
TOTAL PLS POUNDS/ACRE				100	29.11

PLS = Pure Live Seed - If broadcast seeding, double the rate



GENERAL NOTES:

- FENCING: AN EIGHT (8) FOOT SOLID SCREEN FENCE OR SECURITY FENCE, WITH ADDITIONAL SCREENING MATERIAL, AS APPROVED BY THE DIRECTOR OF PLANNING AND DEVELOPMENT, SHALL ENCLOSE ALL OUTSIDE STORAGE.
- NUISANCE CONTROL PLAN: PROVISIONS OF THE NUISANCE CONTROL PLAN SHALL BE FOLLOWED.
- APPEARANCE: ALL SITES SHALL MAINTAIN A CLEAN, NEAT, AND ORDERLY APPEARANCE. STOCKPILES OF MATERIALS MAY ONLY BE PLACED AS SPECIFIED IN THE DESIGN AND OPERATION PLAN.
- RECORDKEEPING: ALL OPERATORS SHALL MAINTAIN RECORDS SHOWING AMOUNTS OF STOCKPILED MATERIALS BOTH PROCESSED AND UNPROCESSED THAT ARE CONSISTENT WITH THE AMOUNTS ALLOWED IN THE PERMIT. IN ADDITION, RECORDS CONTAINING CUSTOMER LISTS AND RECORDS SHOWING AMOUNTS OF RECYCLED MATERIAL SHIPPED OFF SITE SHALL BE MAINTAINED.
- PERFORMANCE BOND: PRIOR TO COMMENCING OPERATIONS, AND THEREAFTER DURING THE ACTIVE LIFE OF THE FACILITY, AND FOR ONE (1) YEAR AFTER CLOSURE, THE OPERATOR SHALL POST AND MAINTAIN A PERFORMANCE BOND OR OTHER APPROVED FINANCIAL INSTRUMENT WITH ADAMS COUNTY. THE AMOUNT OF THE BOND SHALL BE CALCULATED TO INCLUDE REMOVAL, TIPPING FEES, AND TRANSPORTATION COSTS. SHOULD ANY CORRECTIVE ACTIONS BE REQUIRED BY THE COUNTY IN ORDER TO PROTECT THE HEALTH, SAFETY, AND GENERAL WELFARE WHICH RESULT FROM FAILURE OF THE OPERATOR TO FOLLOW ANY REGULATIONS, STANDARDS, OR CONDITIONS OF APPROVAL, THE PERFORMANCE BOND SHALL BE FORFEITED IN AN AMOUNT SUFFICIENT TO DEFRAY THE EXPENSE OF SAID ACTIONS, INCLUDING STAFF TIME EXPENDED BY ADAMS COUNTY INVOLVED IN SUCH CORRECTIVE ACTIONS.
- REMOVAL OF TRASH FROM RIGHT-OF-WAY: OPERATORS SHALL REMOVE TRASH, OR OTHER WASTE MATERIAL, OF THE TYPE WHICH IS BROUGHT TO THE FACILITY, ALONG PUBLIC RIGHTS-OF-WAY WITHIN ONE-HALF (1/2) MILE OF THE FACILITY.
- TREES TO BE WATERED BY HAND WATERING WITH A WATER TRUCK.
- STOCKPILE HEIGHT NOT TO EXCEED 8' ABOVE NATURAL GRADE.

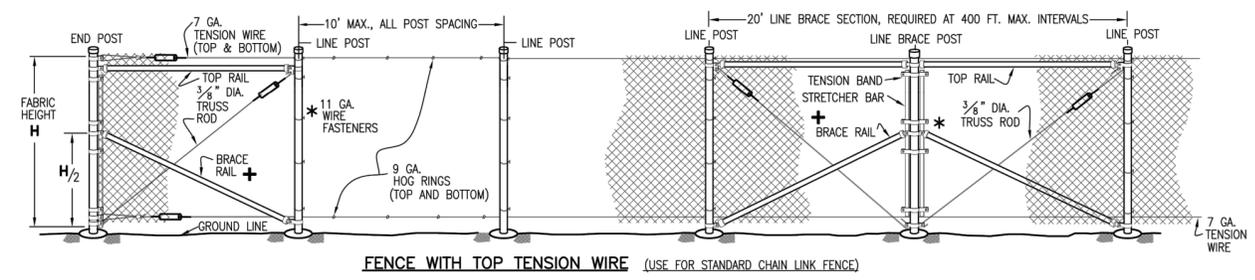
LEGEND

- DISPOSAL TRUCK TRAFFIC
- RECYCLED MATERIAL TRUCK TRAFFIC
- FILL AREA
- LOW AREA FOR STOCKPILE
- TOP OF SLOPE
- LANDSCAPE TREE



NOTES:

- REFER TO CDOT STANDARD M-607-1, 2, AND 3 FOR INSTALLATION DETAILS AND NOTES.
- SCREENING MATERIAL IS TO BE FENCE4EVER OLIVE DARK GREEN PRIVACY SCREEN OF APPROVED EQUAL.



SITE PLAN/LANDSCAPE PLAN
HENDERSON GRAVEL PIT
JOB NO. 15694.00
09/03/20
SHEET 1 OF 1



Centennial 303-740-9393 • Colorado Springs 719-593-2593
Fort Collins 970-491-9888 • www.jrengineering.com

Proof of Ownership

DEED OF TRUST
(Due on Transfer - Strict)

THIS DEED OF TRUST is made this ___ day of February, 2014, between 120 85, LLC, a Colorado limited liability company (the "Borrower"), whose address is P.O. Box 44011, Denver, CO 80201; and the Public Trustee of the County in which the Property (see paragraph 1) is situated (Trustee); for the benefit of Peter S. Schibli and Douglas James Lacey (collectively the "Lender"), whose address is _____.

Borrower and Lender covenant and agree as follows:

1. Property In Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the County of Adams, State of Colorado:

Lot 1, Corrigan Subdivision, Except any portion thereof lying within the Fulton Ditch, and Except that portion conveyed to the County of Adams, State of Colorado by Warranty Deed recorded August 6, 2003 at Reception No. C1188505, and Except that portion conveyed to the County of Adams, State of Colorado by Special Warranty Deed recorded May 11, 2011 at Reception No. 2011000030387, County of Adams, State of Colorado

known and numbered as: **10925 E. 120th Ave., Henderson, CO 80640.**

together with all its appurtenances (Property).

2. Note; Other Obligations Secured. This Deed of Trust is given to secure to Lender:

2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated February __, 2014, in the principal sum of THREE HUNDRED FIFTY THOUSAND and no/100 DOLLARS (U.S. \$350,000.00), with interest on the unpaid principal balance from February __, 2014 until paid, at the rate of twelve percent (12%) per annum, with principal and interest payments made payable to Lender and delivered to _____ or such other place as Lender may designate, in monthly payments of Three Thousand Six Hundred and no/100 Dollars (U.S. \$3,600.00), due on the 1st day of each month, beginning March 1st, 2014; such payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on September, 30th, 2014; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without penalty.

2.2. the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

2.3. the performance of the covenants and agreements of Borrower herein contained.

3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date and except for those matters specifically described on Exhibit A attached hereto and made a part hereof (the "Permitted Exceptions").

4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other


Initial

56 charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust,
57 and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and
58 Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee
59 thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if
60 Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation
61 in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part
62 thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the
63 registry of the court in which such proceedings are filed.

64
65 **7. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the
66 Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal
67 to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of
68 Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

69 The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall
70 be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies
71 and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance
72 carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage.
73 Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and
74 renewals thereof.

75 In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make
76 proof of loss if not made promptly by Borrower.

77 Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or
78 repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair
79 is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be
80 applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned
81 by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with
82 paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits,
83 Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the
84 Property or to the sums secured by this Deed of Trust.

85 Any such application of proceeds to principal shall not extend or postpone the due date of the installments
86 referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change
87 the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration;
88 Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any
89 insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or
90 acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or
91 acquisition.

92 All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and
93 insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers,
94 policies and proceeds.

95
96 **8. Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not
97 commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if
98 this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations,
99 covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

100
101 **9. Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph
102 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs
103 in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property,
104 then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such
105 sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

- 106 (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
- 107 (b) the premiums on any insurance necessary to protect any improvements comprising a part of the
- 108 Property;
- 109 (c) sums due on any prior lien or encumbrance on the Property;
- 110 (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;

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111 (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's
112 interest in the Property, including repair and maintenance costs and expenses, costs and expenses of
113 protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court
114 costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of
115 the certificate of purchase;

116 (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and

117 (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

118 Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the
119 Property or by law or otherwise to cure any default under said prior encumbrance.

120 Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional
121 indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to
122 Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest
123 specified in paragraph 2.B. above (Note, Other Obligations Secured). Nothing contained in this paragraph 9 shall require
124 Lender to incur any expense or take any action hereunder.

125
126 **10. Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property,
127 provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore
128 related to Lender's interest in the Property.

129
130 **11. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection
131 with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are
132 hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender
133 hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

134 In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of
135 Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining
136 after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and
137 Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of
138 taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the
139 Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all
140 prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

141 If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to
142 make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such
143 notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair
144 of the Property or to the sums secured by this Deed of Trust.

145 Any such application of proceeds to principal shall not extend or postpone the due date of the installments
146 referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor
147 change the amount of such installments.

148
149 **12. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums
150 secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in
151 any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this
152 Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for
153 payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by
154 the original Borrower nor Borrower's successors in interest.

155
156 **13. Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy
157 hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

158
159 **14. Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and
160 cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be
161 exercised concurrently, independently or successively.

162
163 **15. Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements
164 herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and
165 Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and

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166 agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are
167 for convenience only and are not to be used to interpret or define the provisions hereof.
168

169 **16. Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower
170 provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower
171 or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such
172 other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in
173 writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail,
174 to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided
175 herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when
176 given in any manner designated herein.
177

178 **17. Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado.
179 In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not
180 affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and
181 to this end the provisions of the Deed of Trust and Note are declared to be severable.
182

183 **18. Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the
184 Property; Assumption), upon Borrower's uncured breach of any covenant or agreement of Borrower in this Deed of
185 Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under
186 paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and
187 payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted
188 by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided
189 in this Deed of Trust, including, but not limited to, reasonable attorney's fees.
190

191 If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall
192 give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as
193 required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a
194 newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of
195 sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee,
196 without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place
197 (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best
198 and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall
199 not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

200 Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the
201 sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums
202 secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.
203

204 **19. Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due
205 hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all
206 delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and
207 other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby
208 shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be
209 discontinued.
210

211 **20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder,
212 Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under
213 paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and
214 retain such rents as they become due and payable.

215 Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after
216 Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the
217 time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of
218 right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard
219 to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application
and without notice; notice being hereby expressly waived.

220 Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the
221 Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession
222 of and manage the Property and to collect the rents of the Property including those past due. All rents collected by
223 Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property,
224 second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver
225 shall be liable to account only for those rents actually received.
226

227 **21. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this
228 Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the
229 statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with
230 paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond
231 required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
232

233 **22. Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the
234 Property under state or federal law presently existing or hereafter enacted.
235

236 **23. Escrow Funds for Taxes and Insurance.** This paragraph 23 is not applicable if Funds, as defined below,
237 are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day
238 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as
239 "Funds") equal to 1/12 of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus 1/12
240 of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by
241 Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not
242 used or shortages.

243 The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and
244 deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency.
245 Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so
246 holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender
247 shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without
248 charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit
249 to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

250 If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance
251 premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days
252 from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower requesting payment
253 thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating
254 Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in
255 compliance with such applicable laws.

256 Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower
257 any Funds held by Lender. If under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the
258 Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property
259 or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit
260 against the sums secured by this Deed of Trust.
261

262 **24. Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i)
263 a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest
264 therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in
265 the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or
266 any portion thereof), in excess of 3 years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a
267 right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of
268 the beneficial interest in Borrower, (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a
269 Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase
270 money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the
271 death of a joint tenant. At the election of Lender, in the event of each and every Transfer:

- 272 (a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
- 273 (b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to
274 Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this


Initial

RECEPTION#: 2014000066812, 09/30/2014 at 10:49:45 AM, 7 OF 8, TD Pgs: 0 Doc Type:DT Karen Long, Adams County, CO

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) DANIEL R. BERKEY, ESQ. 970/367-4715
B. E-MAIL CONTACT AT FILER (optional) dan@berkeylawfirm.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) DANIEL R. BERKEY, ESQ. BERKEY LAW FIRM, LLC 1041 LINCOLN AVE., #280 STEAMBOAT SPRINGS, CO 80487

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME 120 80, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
1c. MAILING ADDRESS P.O. Box 44011		CITY Denver	STATE CO	POSTAL CODE 80201
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Peter S. Schibli / Douglas James Lacey				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)INITIAL(S)	SUFFIX
3c. MAILING ADDRESS 405 Conway Rd.		CITY Victoria	STATE BC	POSTAL CODE V9E2B9 Sin.
			COUNTRY CAN	

4. COLLATERAL: This financing statement covers the following collateral:

ALL INVENTORY, ACCOUNTS, EQUIPMENT, SUPPLIES, GOODS, GENERAL INTANGIBLES AND FIXTURES ARISING FROM DEBTOR'S BUSINESS AT 10925 E. 120TH AVE., HENDERSON, COLORADO, AND THE PROCEEDS THEREOF.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA:	

RECEPTION#: 2014000066812, 09/30/2014 at 10:49:45 AM, 8 OF 8, TD Pgs: 0 Doc Type:DT Karen Long, Adams County, CO

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement, if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME 120 85 LLC
OR
9b. INDIVIDUAL'S SURNAME
FIRST PERSONAL NAME
ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name, do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c:

10a. ORGANIZATION'S NAME				
OR				
10b. INDIVIDUAL'S SURNAME				
INDIVIDUAL'S FIRST PERSONAL NAME				
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)				SUFFIX
10c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME				
OR				
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

<p>13. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)</p> <p>15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest)</p>	<p>14. This FINANCING STATEMENT: <input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing</p> <p>16. Description of real estate:</p>
---	---

17. MISCELLANEOUS:

Proof of Utilities



500 Cooperative Way
Brighton CO 80603-8728

Your Touchstone Energy® Cooperative

www.unitedpower.com

Member Services 303-637-1300
Payments 866-999-4485
Report an Outage 303-637-1350

HENDERSON PIT 120 85 LLC
10925 E 120TH AVE
HENDERSON CO 80640-0000



Payment Due By 09/24/2020		Total Due \$7,832.62	
From Date 08/01/2020	To Date 09/01/2020	Days 31	Billing Date 09/04/2020
Service Address 10925 E 120TH AVE HENDERSON GRAVEL PIT		Account # 17830100 District SOUTH Cycle 5	

Your Co-op Account is Mobile
Download the United Power mobile app to pay your bill, monitor usage and report an outage from your mobile device. Available for free for Apple and Android.

Rate	Meter	Prev Rdg	Pres Rdg	Mult	kWh	Dmd
ISD1	1545538	5979	6100	350	42350	291.2
Demand Time/Date		08/06/2020 07:29 AM				

ACTIVITY SINCE LAST BILL

Previous Balance 8,480.18
Payment Received - Thank You -8,480.18
Balance Forward 0.00

CURRENT BILLING DETAIL

Energy Charge 42,350 KWH @ 0.0521 2,206.44
Demand Charge 291.200 KW @ 17.50 5,096.00
Fixed Charge 175.00
Sales Tax 355.18
Current Month 7,832.62

TOTAL DUE [PAID BY AUTO PAY ON 09/24/2020] 7,832.62

HENDERSON PIT 120 85 LLC
10925 E 120TH AVE
HENDERSON CO 80640-0000

Account # **17830100**

Payment Due By 09/24/2020		Total Due \$7,832.62	
Amount Enclosed	\$	PAID BY AUTO PAY	



United Power
Operation Round-Up
FOUNDATION



Pay Your Bill Online
Visit www.unitedpower.com



Pay Your Bill By Phone
Call 866-999-4485



Pay Your Bill By Mail
Return Stub with check payment

Want your small change to give back? Round-up your bill to \$7,833.00 and check here to enroll in our Round-Up Assistance program.

Please Make Checks Payable and Return to:

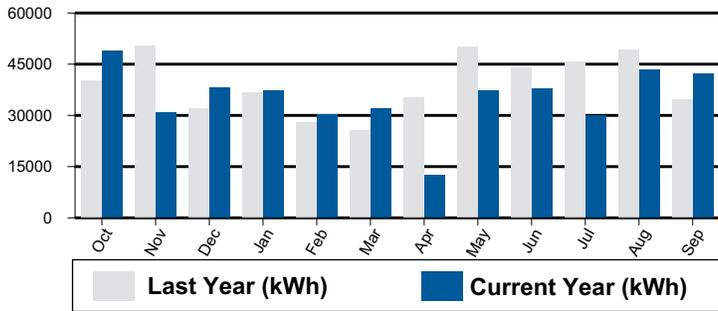
UNITED POWER
PO BOX 173703
DENVER CO 80217-3703



Electric Usage History

From Date To Date

Account # **17830100** 08/01/2020 09/01/2020



Electric Usage Comparison

Electric kWh	Days	Total kWh	Avg kWh/Day	kWh Cost/Day
Current Month	31	42350	1366	\$241.21
Last Month	31	43400	1400	\$261.15
One Year Ago	29	34650	1195	\$292.98

Temperature Comparison

Avg Temp	55° F	Avg Temp Last Yr.	76° F
High Temp	99° F	High Temp Date	08/18/2020
Low Temp	46° F	Low Temp Date	08/31/2020



View detailed energy consumption and usage history through the Power Portal.

www.unitedpower.com/PowerPortal



Collection Process

Member bills are due and payable within twenty (20) days from the date billed. If a member fails to pay the current month's bill before the next billing period, that bill shall be considered delinquent, a late fee will be assessed and a Notice of Service Disconnection shall be mailed to the address of record. If payment is not received by the specified date on the notice, disconnection will proceed and a reconnection fee and deposit will be charged.



UNITED POWER, INC.

www.unitedpower.com

Member Services
Payments
Toll Free

303-637-1300
866-999-4485
800-468-8809

Report an Outage
303-637-1350

Office Locations

Brighton Headquarters Office

500 Cooperative Way, Brighton, CO 80603
Hours: Monday – Friday | 7:30 a.m. to 5:30 p.m.

Fort Lupton Office

1200 Dexter St., Fort Lupton, CO 80621
Hours: Monday – Friday | 7:30 a.m. to 4:00 p.m.

Coal Creek Canyon Office

5 Gross Dam Road, Golden, CO 80403
Hours: Monday – Friday | 7:30 a.m. to 4:00 p.m.

Life Sustaining Equipment

Tell us if you rely on life-sustaining medical devices. In an outage, we will make power restoration at your location a priority, if possible.

Cientes que Hablan Español

Estamos disponibles para ayudar a nuestros clientes en español. Por favor hable o visite alguna de las oficinas para asistencia.

Payment & Billing Options



Online Payments

Pay bills and manage your account through SmartHub. Available online and via mobile app.



Auto Pay

Have your bill automatically paid on your due date from the payment method of your choice



Check Payment

Check payments are presented to your financial institution through ACH electronic processing.



Credit Card Payment

United Power accepts MasterCard and Visa for payment online, over the phone, and in our offices.



MoneyGram

Make cash payments that post immediately to your account at over 40,000 MoneyGram locations.



Paperless Billing

Go paper-free. Receive an email notification, not a statement in the mail. View and pay bills online.



Budget Billing

Take the ups and downs out of your monthly budget and pay the same amount each month.



Custom Billing Period

Choose a billing timeframe that is most convenient for you, and your budget.

Legal Description

EXHIBIT A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ADAMS, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

Lot 1,
Corrigan Subdivision,
EXCEPT any portion thereof lying within the Fulton Ditch,
AND EXCEPT that portion conveyed to the County of Adams, State of Colorado by Warranty Deed recorded August 6, 2003 at Reception No. C1188505,
AND EXCEPT that portion conveyed to the County of Adams, State of Colorado by Special Warranty Deed recorded May 11, 2011 at Reception No. 2011000030387,
County of Adams,
State of Colorado.

Certificate of Taxes Paid



Adams County Treasurer

Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Receipt Number
R0147916	0157135301001	Feb 27, 2020	2020-02-27-WEB-7213

120 85 LLC
 10925 E 120TH AVE
 HENDERSON, CO 80640-9733

Situs Address	Payor
10925 E 120TH AVE 000000000	Kelly Johnson

Legal Description
SUB:CORRIGAN SUBDIVISION LOT:1 DESC: EXC RDS (2011000030387)

Property Code	Actual	Assessed	Year	Area	Mill Levy
UNIM LND 35-99.99 AC - 0550	837,900	242,990	2019	294	95.761

Payments Received	
E-check	\$23,268.96

Payments Applied					
Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax Charge	\$23,268.96	\$0.00	\$23,268.96	\$0.00
				\$23,268.96	\$0.00
Balance Due as of Feb 27, 2020					\$0.00

WE ARE EXPANDING TO SERVE YOU BETTER! WATCH FOR NEW LOCATIONS ON OUR WEBSITE!

4430 S ADAMS COUNTY PKWY C2436
 BRIGHTON CO 80601
 MON - FRI 7 AM - 5 PM

720-523-6160

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION. THANK YOU FOR YOUR PAYMENT!

Certificate of Notice to
Mineral Estate Owners and Lessees

APPLICANT'S CERTIFICATION CONCERNING QUALIFYING SURFACE DEVELOPMENT,
PURSUANT TO C.R.S. §24-65.5-103.3 (1)(b)

I/We, 120 85 11c
_____, (the "Applicant") by signing below, hereby declare and certify as follows:

Concerning the property located at:

Physical Address: 10925 E. 120th Ave Henderson, CO 80640

Legal Description: SUB:CORRIGAN SUBDIVISION LOT:1 DESC: EXC RDS (2011000030387)

Parcel #(s): 0157135301001

With respect to qualifying surface developments, that (PLEASE CHECK ONE):

No mineral estate owner has entered an appearance or filed an objection to the proposed application for development within thirty days after the initial public hearing on the application; or

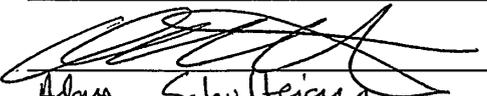
The Applicant and any mineral estate owners who have filed an objection to the proposed application for development or have otherwise filed an entry of appearance in the initial public hearing regarding such application no later than thirty days following the initial public hearing on the application have executed a surface use agreement related to the property included in the application for development, the provisions of which have been incorporated into the application for development or are evidenced by a memorandum or otherwise recorded in the records of the clerk and recorder of the county in which the property is located so as to provide notice to transferees of the Applicant, who shall be bound by such surface use agreements; or

The application for development provides:

- (i) Access to mineral operations, surface facilities, flowlines, and pipelines in support of such operations existing when the final public hearing on the application for development is held by means of public roads sufficient to withstand trucks and drilling equipment or thirty-foot-wide access easements;
- (ii) An oil and gas operations area and existing well site locations in accordance with section 24-65.5-103.5 of the Colorado Revised Statutes; and
- (iii) That the deposit for incremental drilling costs described in section 24-65.5-103.7 of the Colorado Revised Statutes has been made.

Date: 9/15/20 Applicant: 120 85 11c

After Recording Return To:

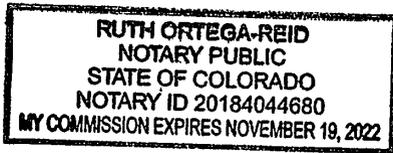
By: 
Print Name: Adam Schuttejan
Address: 10925 E. 120th Ave
Henderson CO 80640

STATE OF COLORADO)
)
COUNTY OF ADAMS)

Subscribed and sworn to before me this 15 day of SEPTEMBER, 2020, by
ADAM SCHULTEANN.

Witness my hand and official seal.

My Commission expires: 11/19/2022 Ruth Ortega-Reid
Notary Public



Name and Address of Person Preparing Legal Description:

A recorded copy of this Certification shall be submitted to the Adams County Community and Economic Development Department within thirty days after the initial public hearing on all applicable land use applications.

Certificate of Surface Development

Traffic Conformance Letter

September 4, 2020

To Whom It May Concern
Adams County Community Development Department
4430 South Adams County Parkway
Brighton, CO 80601

**Re: 2020 Traffic Conformance Letter – Henderson Pit Inert Landfill
JR Engineering Project #15694.00**

To Whom It May Concern:

The purpose of this letter is to provide updated trip generation information for the Henderson Pit Inert Landfill project located near the northwest corner of the intersection of US Highway 85 and 120th Avenue in Adams County, Colorado. The project site is located approximately 1500 feet west of US Highway 85. The project area is bounded by 120th Avenue on the south and vacant land on the east, west, and north. The site contains an inert landfill and also provides recycled aggregate services. Access to the site is provided from Old 120th Avenue south of the site with a full movement intersection at the 120th Parkway/120th Avenue intersection.

This letter has also been prepared for compliance with the existing traffic impact study for the Henderson Pit Inert Landfill. The Henderson Pit Inert Landfill and its associated traffic impacts were addressed in the *Henderson Pit Inert Landfill Traffic Impact Study* prepared by JR Engineering in August 2013 and later amended with a traffic conformance letter by JR Engineering in 2016. The termination of the inert landfill leaves only the wholesale operation which will result in less site-generated trips than identified in the 2016 traffic letter.

Trip Generation – Fill Operation

In the 2013 TIS, the site generated traffic volumes were estimated based on two scenarios. A “Low Demand” scenario assumed that the inert landfill site will be filled in approximately 7 years. The site generated traffic volumes were calculated based on an average of 10 hours/day and 306 days/year of filling. A “High Demand” scenario assumed that the inert landfill can process a maximum of 200 trucks per day. Based on an average of 10 hours/day and 306 days/year of filling, the site should be filled in approximately 2.5 years. It was discussed that the High Demand approach may result in an over estimate of traffic but ensured that volumes would not be underestimated. For both scenarios, site generated traffic volumes were split between tractor trailers, single dump trucks, and pickup trucks. A trip is defined as a one-way vehicle movement from origin to destination.

In the 2013 TIS, the Low Demand scenario was expected to generate:

- 18 AM peak hour vehicle trips split 50% entering and 50% exiting
- 18 PM peak hour vehicle trips split 50% entering and 50% exiting

In the 2013 TIS, the High Demand scenario was expected to generate:

- 40 AM peak hour vehicle trips split 50% entering and 50% exiting
- 40 PM peak hour vehicle trips split 50% entering and 50% exiting

The fill operation began in approximately Year 2014, and the property owner expects the fill operation to be completed by the end of the year 2020 which indicates the site generated trips for the fill operation were congruent with the Low Demand scenario. With the landfill nearly full, the trip generated traffic from the fill operation will soon cease and the 18 peak hour vehicles trips will be subtracted from the total peak hour traffic volumes, leaving only the wholesale operation trips.

Trip Generation, Directional Distribution – Wholesale Operation

With the fill operation ending, the wholesale operation will remain as the only source of traffic to and from the site. The property owner stated that current wholesale operation of the Henderson Pit Inert Landfill site is generating approximately 55 trucks per day. Some trucks drop off materials at the landfill, and some trucks pick up materials to recycle. Assuming an even distribution of trucks for 8 hours/day, approximately 6.9 trucks would be expected per hour. The 6.9 was rounded to 7 for this analysis. One truck would be equivalent to one trip entering the site and one trip exiting the site. In summary, the wholesale operation is currently generating:

- 14 AM peak hour vehicle trips split 50% entering and 50% exiting
- 14 PM peak hour vehicle trips split 50% entering and 50% exiting

In the 2013 TIS, 70 percent of the site-generated traffic was oriented to the south on US 85 with 20 percent oriented to the north. The other 10 percent was oriented to the west on 120th Parkway. Based on this directional distribution, the new wholesale operation trips were assigned to the existing roadway network as shown below:

- South on US 85: 5 new trips
- North on US 85: 1 new trip
- West on 120th Parkway: 1 new trip

The trip assignment figure is attached.

Conclusion

Since the completion of the inert landfill will lower the site trip generation and therefore the total traffic volumes, the level of service (LOS) should not degrade at the following intersections:

- US 85 & 120th Parkway
- 120th Parkway & Brighton road

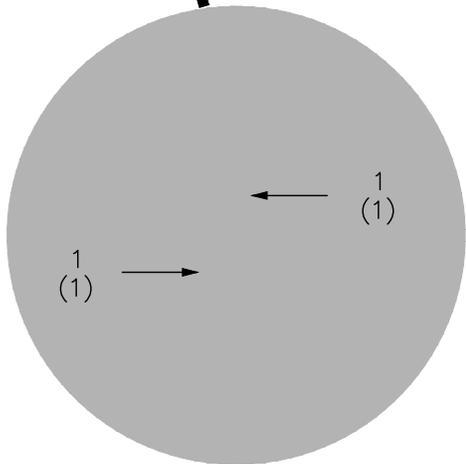
Both the US 85 & 120th Parkway and the 120th Avenue/Parkway & Old 120th Avenue intersections were expected to operate at acceptable levels of service with higher volumes of traffic for the year 2020, per the 2016 traffic conformance letter, so the intersection should operate even better with the removal of the landfill vehicle trips. Therefore, we conclude that the recommendations of the original 2013 TIS and 2016 traffic letter are still valid.

Please feel free to contact me at efarney@jrengineering.com or 303-267-6183 if you have any questions or comments.

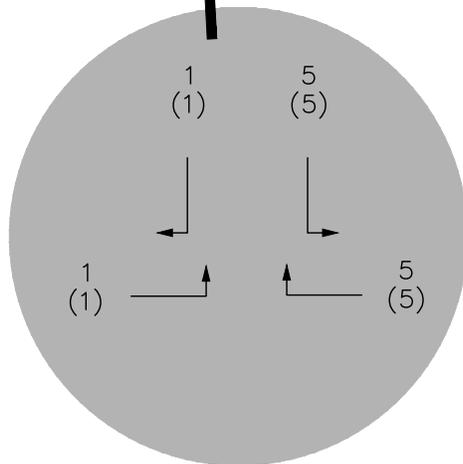
Sincerely,
JR Engineering, LLC

Eli Farney, PE, PTOE
Transportation Group Lead

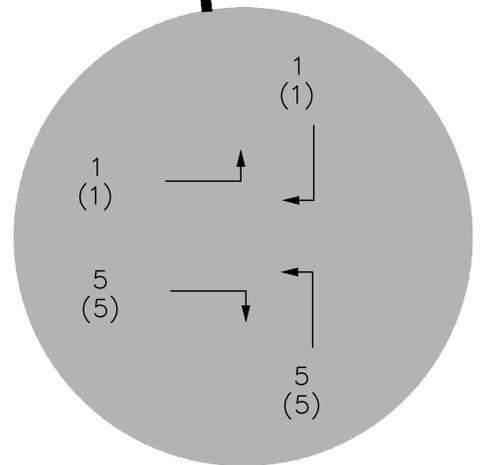
Attachments: Figure 1 – Assignment of Site Generated Traffic



**E. 120TH PKWY
& BRIGHTON RD**



**E. 120TH AVE/PKWY
& OLD 120TH AVE**



**120TH PKWY
& US-85**

LEGEND	
XX	AM PEAK HOUR
(XX)	PM PEAK HOUR

**ASSIGNMENT OF SITE
GENERATED TRAFFIC**

FIGURE 1
 HENDERSON PIT INERT LANDFILL
 JOB NO. 15694.00
 9/04/2020
 SHEET 1 OF 1



7200 S. Alton Way, Suite C100 • Centennial, CO 80112
 303-740-9393 • Fax: 303-721-9019 • www.jrengineering.com

Neighborhood Meeting Info

Neighborhood Meeting

You are invited to attend a neighborhood meeting to discuss the Conditional Use Permit application of the Henderson Pit Inert Landfill to permit recycling operations for concrete, asphalt and steel. The property is located at 10925 East 120th Avenue, Henderson, CO 80640. The site is more generally located at the northwest corner of 120th Avenue and US 85.

The purpose of the meeting will be to discuss upcoming changes to the Henderson Pit Inert Landfill and any issues that adjacent property owners and neighborhood organizations may have about this project. The applicant will attend this meeting to present information, answer questions and to listen to your concerns.

If you are unable to attend this meeting, yet have specific comments about this project, please call Rocky Carns, 303-267-6210 or RCarns@jrengineering.com. Alternatively, you may put your comments in writing and send them to JR Engineering, ATTN: Rocky Carns, JR Engineering, 7200 S. Alton Way, Suite C-400, Centennial, CO 80112.

In an effort to prevent the spread of COVID-19 and comply with the Governor's Executive Order for social distancing, the neighborhood meeting for this project will be conducted remotely over zoom.

DATE: Wednesday – August 26, 2020

TIME: 6:00 pm – 7:30 pm (MDT)

PLACE: GoToMeeting: Please join the meeting from your computer, tablet, or smartphone
<https://www.gotomeet.me/JREngineering/henderson-pit>

Access Code: 575-855-221

Call-in: +1 (872) 240-3412

Neighborhood Meeting Minutes

DATE: Wednesday – August 26, 2020

TIME: 6:00 pm – 7:30 pm (MDT)

Attendees:

Rocky Carns – rcarns@jrengineering.com

Joey Frank – jfrank@jrengineering.com

Tim Halopoff – thelopoff@jrengineering.com

Ed Zebrowski - zebcolo@yahoo.com

Adam Schultejann - adamds.as@gmail.com

Judy White- judywhite55@gmail.com -12290 Brighton Road Henderson, Co 80640

Drew Thorstad – drewthorstad@gmail.com

Erika Warren - erikawarren1610@gmail.com - 303-847-9197

Lee Asay – No contact information provided

Steve Mayka – No contact information provided

Introduction:

Rocky Carns provided a brief description of the project and the future direction of the Henderson pit. This description included the future closure of the inert landfill and plans to continue utilizing the recycling facility until the site can be rezoned and redeveloped. Conversation regarding the 2019 resolution was discussed and community input was extremely limited.

Community Comments:

Judy – I live in the property to the northwest of the site. I get dust in my house, I can here the site equipment early in the morning (6am), the smell of diesel fuel is a constant issue.

Lee Asay – Sweeping has increased, trucks inside the site before hours always shutoff engines.

Steve Mayka – Timeframe for zoning application?

Operation Plan

Operation Plan
Henderson Material Recycling
Operations and Wholesale
of Recycled Products

Submitted By:
120 85 LLC
10925 East 120th Ave.
Henderson, Colorado 80640

September 2020

SITE MANAGEMENT AND OPERATIONS

Operations Schedule

The Henderson Recycling Facility will maintain operating hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding major holidays. When there are highway construction projects that require night operations the Henderson facility may stay open later than 6:00pm to receive materials. No recycle operations or sales will take place after 6:00pm.

The Henderson Recycling Facility will not normally be open on Sundays or holidays. The following holidays are the minimum holidays that will be observed by Henderson personnel:

- New Year's day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Personnel and Equipment Requirements

The Henderson Recycling Facility will normally have a minimum of six employees' onsite during operational hours. Henderson will always have, at a minimum, one qualified operations personnel on site during operational hours to monitor activities. The operation employs 30 personnel. The employees will be a qualified person at the check-in station to log-in and screen loads, also to weigh and record recycled materials, and a laborer to direct trucks to the proper location to dump and load recycled materials. Equipment operators will also sort and push material into stock piles for sorting and crushing. Dave Schultejann is the President of Henderson; questions and information requests should be directed through him at the main office regarding these requirements.

Facility Layout

The areas of operation include: delivery-receiving, placement of materials, stockpiles for materials to be processed, stockpiles of recycled materials, and equipment parking. Materials to be recycled will be stockpiled in the bottom of the pile as well as the processed recycled material, and stockpiles on the property shall not exceed the height of the screen fencing to be placed around the property.

Buildings

The site is already permitted and outfitted with a small construction trailer for housing of documents and the gate attendant. A portable toilet is available on site. A dumpster is on site. There is a scale for weighing recycled material loads. The office building also has WiFi connection and the operations are monitored with video cameras viewable in the office.

Equipment

The following equipment will be available and will either be kept on the site or located at an alternative location near the site for convenient deployment:

- Dozer
- Loader
- Motor-grader
- Pickup truck
- Water truck
- Street sweeper
- Concrete crusher
- Asphalt crusher
- Excavator

Equipment will be utilized for the proper placement of both recycled materials and materials to be recycled. The equipment will also be used to maintain the grounds and move other soil existing on the site.

Site Security and Fencing

Unauthorized access to the site is prevented with fencing, berms and a locked gate. A large landscaped berm will screen and protect the site along 120th Avenue. The west, north and a majority of the east of the site are secured and screened with a chained link fence with screening. To the east there is the Fulton Ditch which provides a natural barrier to entrance into the site. The site is secured with a locked gate at the entrance when the facility is closed. The facility is also monitored via security cameras viewed by laptop and cell phones. Henderson personnel, from the filling operation will monitor the site throughout the day by regular inspections or working onsite.

Run-on and Run-off Control Measures

Surface water control measures will be maintained wherever required to manage run-on and run-off from the facility operations. No run-on surface water enters the Henderson property. Areas of operation on the eastern portion of the site have been stripped of overburden/topsoil and so no water ponds or runs-off, but percolates into the remaining sand and gravel below this area (it was never mined). Areas previously backfilled with clean fill dirt are also generally porous enough that no water ponds and very little runs-off. All drainage from the site currently enters the mined-out gravel pit and no surface run-off exits the Henderson property as surface run-off. The western pit sides will not allow surface water (stormwater) to reach the property boundaries. All historic runoff, controlled by topography, drains to the west-northwest area. No surface run-off from the Henderson site exits onto neighboring properties to the west, east, or south.

All onsite run-off will continue to enter the mined out gravel pit, whether filled with alluvial groundwater or not, during the operational life of the filling operation. Construction impact however will best mitigated by good site practice. Surface water will be routed to settlement lagoons and diverted from the main surface watercourses. This will restrict flow onto the active portion of the facility during peak discharge from a 25-year storm. Fulton Ditch maintains a

current and active stormwater permit through the CDPHE for the Henderson pit site.

Record-keeping

Henderson will maintain records of deliveries of materials to the site on a daily basis. Drivers are required to sign-in listing the company, location of the source of material, and the number of loads on a daily basis. A copy of the sign-in sheet shall be kept for the duration of the project.

All records will be maintained for the active life of the Henderson Recycling facility and for the entire period of the post-closure period, which may be as long as 30 years. The operator shall maintain records showing amounts of stockpiled materials both processed and unprocessed. In addition, records containing customer lists and records showing amounts of recycled material shipped off site shall be maintained.

Recycled material will be loaded from stockpiles by pit operator employees. Loads will be weighed before exiting the facility and records of all recycled material sales will be kept.

Recyclable Material Acceptance and Placement

Materials to be recycled include:

- Concrete
- Asphalt
- Steel
- Top soil

These materials will be sorted, processed, stockpiled and sold to contractors as construction material.

Prohibited Materials

Contaminated soils are NOT ACCEPTABLE at the Henderson Recycling site. Contaminated soils include petroleum hydrocarbon contaminated materials, organic demolition debris (wood, gypsum, etc.), and excessive vegetation (trees, tree limbs, shrubbery, etc.), and other non-inert materials. Additionally, soils cannot be contaminated with asbestos, paint chips, or other potentially hazardous materials.

Pursuant to Section 2.1.2 (B) of the Solid Waste Regulations, the disposal of polychlorinated biphenyl (PCB) wastes is prohibited. Also prohibited, pursuant to CRS 25-15-101 (6), friable asbestos materials is a hazardous waste. Since some material might contain asbestos, asbestos-containing material, asbestos-contaminate soil, or asbestos waste as defined in Section 1.2 of the Solid Waste Regulations, material suspected of containing above stated asbestos shall be prohibited.

Delivery and Receiving

Transporters enter the facility through the entrance gate located on E 120th Ave. and the exit will loop around and back to an exit directly beside the entrance. The traffic pattern is designated to minimize the potential for accidents on site and to facilitate easy unloading. The site plan dated 3/20/19 shows the circulation pattern within the site. Traffic cones and signs will direct transporters to the daily-designated unloading area.

Trucks picking up recycled material will be directed to the appropriate stockpile and loaded by pit operator employees. Loaded trucks will be weighed at the scale at the yard office and exit at the same location as the disposing trucks.

Proactive Screening

Prior to granting approval for recyclable material acceptance on a larger hauling or dumping project, a verbal agreement will be made between the hauling company and Henderson pit. The verbal agreements will include interview questions on the type of activity generating the recyclable materials, the location, whether contamination is known to be generated at the source site, the approximate quantity, and any information available concerning the potential for encountering contamination. The source location of materials is then known and will be typically checked by Henderson pit personnel to verify the activities and screen for potential of unacceptable or contaminated materials. Any observed abnormalities would need to be explained or an evaluation done prior to materials being delivered from the source site to the Fulton Ditch site.

Henderson will develop, within the first year of operation of the Henderson Recycling Facility, an approved list of companies that have a history of not delivering any unacceptable or contaminated materials to the Henderson site. Companies that have been known to deliver materials that were not described initially as being contaminated or were found to be unacceptable or contaminated, are taken off the approved list and will remain off the approved list until such time that they can demonstrate regular compliance with Henderson rules.

Onsite Field Screening

For individual loads from an unknown source, the load will be thoroughly screened at the entrance and the driver will be asked information as to where the load originated from. The driver then will be required to sign a “manifest” placing the burden of proof on the driver. Legal information will be taken from the driver so that, in case of contaminated materials, the source can be checked. All records will be maintained for the active life of the Henderson Recycling facility and for the entire period of the post-closure period which may be as long as 30 years.

Field Screening Methods

Field screening methods may be used to determine potential recyclable material contamination.

The field screening methods include headspace/PID screening, draeger tubes (or equivalent), colorimetric field kits, infrared (IR) analysis for TPH in soil, pH, conductivity, temperature and other methods, depending on the known or suspected contaminants or purpose of screening. Field screening methods may be done independently or periodic laboratory testing may be employed to verify the field screening results. Field screening equipment will be calibrated according to the manufacturer specification prior to and periodically during the field use. This applies to equipment used for on-site chemical measurements such as pH, electrical conductivity, and temperature. Instruments and equipment used to gather, generate, or measure environmental data in the field will be calibrated with sufficient frequency and in such a manner that accuracy and reproducibility of the results are consistent with the manufacturer specifications.

Recycled Material Crushing

Concrete and asphalt to be recycled will be placed in stockpiles, loaded into crushing equipment and crushed to appropriate size. Crushed material will be screened and sorted and placed into new stockpiles for recycled material sales. Crushing will only be conducted during approved business hours. Crushing operations will be sprayed with water to control dust and release of particulates into the air.

Stormwater

Stormwater does not currently run-off from the site as described in Section 6.4. Upon closure of the Henderson inert landfill pit fill slopes will be graded into the pit bottom to ensure the surface run-off is always directed to the pit floor or lowest elevation on the site. Final surface grades will be constantly surveyed to ensure that the flow direction will always be to the southwest, to the lowest point on the property. Berms or furrowing will be implemented if necessary during the final filling and grading of the site to ensure that no significant erosion and sedimentation occurs. The stormwater plan and permit will be updated and amended as necessary.

Air Quality

The only air quality issue at the facility will be fugitive dust from trucks, equipment traffic and crushing operations. Fugitive dust will be controlled by watering with a water truck or similar equipment consisting of a water tank in the bed of a pick-up truck. Water from onsite ponds in the pit bottom or from de-watering pumps will be used, as well as sources of clean water from off-site, if necessary. The operator has installed all weather roads around the pit and we do not believe dust or mud contamination will be an issue. Equipment used to crush recycled materials is equipped with water suppression pumps and spray heads. The Henderson pit has added pumps and spray heads to the manufactured equipment to provide additional water suppression.

A Fugitive Dust Permit will be re-acquired for this site based on the activities proposed in this application. Fugitive dust control measures as prescribed within the facility's Air pollutant Emission Notice permit, issued by CDHPE, must always be in place and functioning to ensure on-site visible emissions do not exceed 20% at any time. There must be no off-property transport of

visible transmissions. Operations at the facility will be shut down when winds exceed 35 mph or a sustained 25 mph.

Quarterly monitoring of air quality shall be conducted, and a report submitted to Adams County's Community and Economic Development to ensure that crushing of product does not create negative off-site impacts.

Litter Control

Litter at the facility should be minimal to non-existent because the facility will not receive materials that would normally contain litter. Henderson Pit personnel will police the site for inadvertent litter and place it in appropriate receptacles. Trash cans will be placed in strategic locations on site for use by transporters. Litter picked up at the site will be disposed of from the site on a regular basis. The operator will also monitor the surrounding streets and Right-of-Way for litter and debris weekly and will remove trash and clean up debris as necessary. All trucks entering and leaving the facility will be required to be tarped. All uncovered loads shall be charged double the normal disposal rate. This information shall be tracked and documented within required quarterly gross revenue reports.

Fire Safety

The potential for fire at the site is limited to shrubs located on the boundaries. Due to the nature of the materials delivered to the site, there will not be any materials that can sustain fire. This site is approved by the CUP from Adams County for fire safety.

Each piece of equipment used on site will have a fire extinguisher on it. The most likely place for a fire to occur on site would be an equipment fire. All Henderson personnel will be provided with fire safety training, including proper use of fire extinguishers. Equipment fires will be extinguished rapidly.

The site is located in Fire District 6, Greater Brighton. The Brighton Fire and Rescue District phone number will be posted, along with other emergency contacts, where it is clearly visible from the office. Henderson personnel will have access to radios and/or a mobile phone for emergency contact purposes.

Hazardous Materials Emergency Management Plan

Hazardous materials inadvertently received at the Henderson site will be removed and placed in appropriate containers for temporary storage. If a transporter inadvertently delivered hazardous materials, the transporter/company will be contacted and will be held responsible to remove the materials. Companies that inadvertently deliver hazardous materials more than once will be removed from the list of acceptable companies that can use the facility.

A solid, new or reconditioned 55-gallon drum with a removable top will be kept on site and used to temporarily store hazardous materials inadvertently delivered to the site. Henderson personnel

will place the hazardous materials into the container. Only one type of material is permitted to be placed into the container. No mixing (i.e. acid and bases, oxidizers and oils, or other incompatible materials) of two types of materials would be allowed in any one 55-gallon drum. Additional 55-gallon drums will be purchased if necessary. If necessary, a professional hazardous materials management company will be contracted to properly dispose of the materials in a timely manner.

A phone number of a hazardous material emergency response company will be posted with other emergency numbers in the office. The emergency response company will be called when necessary to respond to hazardous materials inadvertently disposed of on site.

Nuisance Conditions

Nuisance conditions at the site are limited to blowing dust (fugitive emissions) and blowing litter. Applying water to traffic areas and temporary roads will control blowing dust. A Fugitive Dust Permit will be re-acquired for this site based on the activities proposed in this application.

Operations at the facility will be shut down when winds exceed 35 mph or a sustained 25 mph. Litter is addressed in Section 9.4.

The site will also be kept free of weeds and the operator will contract with a licensed weed control contractor to monitor and spray for weed management.

The site will also be monitored for vectors. There is storage of material onsite which creates opportunity for rodent activity but due to the operation of heavy equipment activity the vector activity is minimized. The operator will contract with a licensed vector management company to monitor and control vector activity as necessary.

The roads, Right-of-Way and perimeter of the site will be monitored and maintained in a clean and sately condition. Weekly inspections will be conducted, and litter and debris removal will be done as necessary. The site owner has their own street sweeper and 120th Ave is swept on at least twice every workday and/or as needed basis. Wet sweeping shall occur between the hours of 1 – 3 p.m. and between the hours of 6 – 8 p.m, excluding major holidays.

Vehicle tracking onto public roadways will be a daily focus of the facility operations. Four tracking control devices are installed at the exit lane of the facility to remove material from exiting vehicle tires. The facility has a street sweeper on site to sweep adjacent public roads a minimum of two times per day. More frequent sweeping is done as conditions require. The operator also has a contract with a third party vendor to do additional sweeping as necessary or if the onsite sweeper is out of service.

Development Review Comment Responses

Development Review Team Comment **Responses**

06/09/2020

Commenting Division: Environmental Analyst Review

Name of Reviewer: Katie Keefe

Date: 06/09/2020

Email: kkeefe@adcogov.org

ENV1. The County is concerned with the level of tracking of dirt and mud onto the adjacent public right-of-way and the nuisance off-site dust generated by this tracking, as well as from the volume of truck traffic along interior dirt roads within the site. There continues to be significant offsite tracking even with the addition of additional track pads placed at the entrance and exit points.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year which will reduce truck traffic. See revised operations manual for revised street sweeping schedule.

ENV2. The applicant shall provide for review an updated Engineering Design and Operations Plan that clearly depicts original design capacity of the inert landfill, current remaining capacity of the inert landfill, and expected date of complete reclamation of the mining (landfill) site. Applicant shall provide information on total volume of inert fill material received since original Certificate of Designation issuance and the percent of that total volume landfilled.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year. This comment is no longer applicable.

ENV3. The applicant shall provide a materials acceptance plan or load screening procedure demonstrating adequate measures and controls are in place to ensure material not meeting the definition of inert is not placed within the inert landfill.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year. This comment is no longer applicable.

ENV4. Authorized personnel trained to recognize non-inert material shall be present on site while filling is taking place and shall inspect and screen each load of material brought to the fill site. Loads containing trash, organic material, and other waste material not meeting the definition of inert material shall be wholly rejected and documented as such. All non-inert materials identified and removed from the inert fill location shall be segregated and disposed of at an approved waste disposal facility at regular intervals and records of disposal shall be kept

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year. This comment is no longer applicable.

ENV5. The applicant shall provide a nuisance control plan for review demonstrating how offsite impacts from noise, dust, odor, light and vibration will be mitigated to maximum extent possible.

JR Engineering Response: See revised operations manual for nuisance control updates.

ENV6. Compliance with State Standards and Regulations: Operators shall comply with all adopted State and Federal regulations, whether such regulations are adopted prior to, or after, approval of a Certificate of Designation under these standards and regulations.

JR Engineering Response: Noted

ENV7. Performance Bond Required: Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be \$2,000.00 per acre. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions. ENV4.

Liability Insurance Required: All solid waste disposal site and/or processing facility operators shall maintain adequate liability insurance in the amount of one million dollars and submit evidence of such insurance upon request from the Director of Community and Economic Development.

JR Engineering Response: Noted

ENV8. Uncovered Loads: All uncovered loads shall be charged double the normal disposal rate. This information shall be tracked and documented within required quarterly gross revenue reports.

JR Engineering Response: See revised operations manual for litter control updates.

ENV9. Waste Along Public Rights-of-Way Control: Operators shall remove trash, or other waste material, disposed of or treated at their facility, along all public rights-of-way within one (1) mile of the facility and up to five (5) miles along the approved haul routes, or as otherwise specified.

JR Engineering Response: See revised operations manual for litter control updates.

ENV10. Quarterly Reports: Operators shall submit quarterly reports no later than thirty (30) calendar days following the end of the calendar quarter to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment, summarizing:

(1) Results of Monitoring Data: The results of air and water monitoring data, monitoring of landfill gas, and other environmental monitoring data, as applicable, prepared by a

qualified independent firm or other qualified professionals, including in-house certified staff and laboratories acceptable to the Director of Community and Economic Development.

(2) Received Waste Figures: Daily average and cumulative figures for the quantity and types of waste received. The cumulative figure shall be related to a percentage completion figure for the current phase of operation, or approved operating capacity.

(3) Gross Quarterly Revenues: Gross quarterly revenues for calculation of the County's Solid Waste Management Fee.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year. This comment is no longer applicable or needs to be revised for CUP process.

ENV11. Annual Reports: Operators shall submit annual reports to the Director of Community and Economic Development, Tri-County Health Department, and the Colorado Department of Public Health and Environment.

(1) Purpose of Annual Reports: The annual reports shall be used to determine if the amount of the performance bond is still adequate and whether timely progress is being made toward completion or closure, if applicable to the specific operation.

(2) Content of Annual Reports: The annual reports shall summarize the following information

(a) Waste Types and Volumes: The waste types and volumes handled throughout the year.

(b) Operation Completion: The percentage of operation completion to date.

(c) Monitoring Information: An interpretation of all monitoring information on a yearly basis.

(d) Reclamation Activities: A tabulation of reclamation activities to date.

(e) Operational Plans for Following Year: A description of operational plans for the following calendar year.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year. This comment is no longer applicable or needs to be revised for CUP process.

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 06/09/2020

Email: gjbarnes@adcogov.org

PLN01: Request is for a Conditional Use Permit (CUP) for a Recycling facility and wholesale of recycled material in the A-3 zoned district, and a Certificate of Designation extension. No indication was given as to what the proposed duration of the request is.

JR Engineering Response: This site will be moving into the rezoning process following the closure of the Inert Landfill. The CUP for recycling is intended to be utilized during the rezoning process to keep the facility running until alternative development can begin.

PLN02: Per Section 11-02-428, recycling facilities are when operators and owners claim exclusion from the Certificate of Designation Regulations by operating facilities, or sites receiving solid waste materials, for the purpose of processing, reclaiming, or recycling solid waste materials. The exclusion requires submittal of a design and operations plan to the Community and Economic Development Department, which has been received.

JR Engineering Response: See revised Operation Plan for Henderson Material Recycling Operations and Wholesale of Recycled Products

PLN03: Per Section 3-07-01 a recycling facility is a use only allowed through the conditional use permit process in the A-3 zone.

JR Engineering Response: we are now exclusively pursuing the CUP process

PLN04: Recycling Uses shall comply with Section 4-10-02-05-07. Demonstrate compliance with each listed item.

a.) Fencing - no fencing detail was provided with this application. An 8' solid screen or security fencing with screen material shall enclose all outside storage. The fence is shown on the site plan, but no detail was provided.

JR Engineering Response: A detail of the fence is on the bottom of the revised site plan.

b.) Provide a traffic control plan and a nuisance control plan. This was touched upon in your operations manual, but missing from the application packet are specific details on haul routes in and out of the facility. Also, there have been a lot of complaints about vehicles tracking debris on to roadways. A nuisance control plan should detail noise, dust mitigation, hours of operation, etc.

JR Engineering Response: See traffic letter and revised operations manual.

c) Recordkeeping is a requirement. Can you provide documentation on this? What is the system that is used for record keeping. How extensive are the records for the last two years? Are you able to submit documentation on what has come in and out of the facility in the last two years?

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year.

PLN05: Please pay attention to ongoing amendments to the Development Standards and Regulations which are scheduled at the Board of County Commissioners on June 23rd.

JR Engineering Response: Noted

PLN06: Per Section 2-02-08, the Board of County Commissioners (BOCC) is the final decision authority to review and approve/deny CUPs. Also, Per Section 2-02-08-05 CUPs are reviewed by the Planning Commission (PC) and BoCC.

JR Engineering Response: Noted

PLN07: The property is located in the A-3 zoning district. Per Section 3-10-01 the purpose of the Agricultural-3 District is to provide land primarily in holdings of at least 35 acres for dryland or irrigated farming, pasturage, or other related food production uses. The use is not consistent with the existing zoning.

JR Engineering Response: Noted

PLN08: The property is located within the Estate Residential future land use. Estate Residential areas are designated for single family housing at a lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks. The use is not consistent with this designation.

JR Engineering Response: Noted

PLN09: The site would be required to conform to the County's landscaping requirements outlined in Section 4-16.

JR Engineering Response: Noted

PLN10: The public roads outside of the facility are often dirty from the existing operation. This has consistently been a problem in the past. Nearby property owners have reported muddy conditions, excessive dust, traffic, and debris falling off trucks. At the last Board of County Commissioners hearing, it was indicated that the project would cease operation in February 2021. Please explain in-depth as to why the operation is being requested for an extension.

JR Engineering Response: The Certificate of Designation renewal is no longer being pursued and the pit will be closing in February of next year which will reduce truck traffic. This site will be moving into the rezoning process following the closure of the Inert Landfill. The CUP for recycling is intended to be utilized during the rezoning process to keep the facility running until alternative development can begin. Also, please see revised operations manual for revised street sweeping schedule.

Commenting Division: Long Range Planner Review

Name of Reviewer: Layla Bajelan

Date: 05/29/2020

Email:

Balanced Housing Plan: N/A

Imagine Adams Comp Plan:

Policy 7.5- Provide for the extraction of subsurface resources in accordance with State law, but require mitigation of undesirable impacts to the natural environment and community as well as plans for viable potential reuse of the land.

7.5.b. Reclamation Requirements—Require existing and future mining operations to reclaim lands during and after mining in an effort to create wildlife habitat, restore vegetation, contribute to flood storage, and provide appropriate residential, commercial, recreational, or educational development opportunities.

7.5.d. Multipurpose Uses for Reclaimed Land—Encourage reclamation of extracted sites to be multipurpose in use (water storage, passive recreation, and wildlife habitat).

7.5.f. Compliance with Mineral Extraction Master Plan—All mining and reclamation activities shall meet the requirements of the Adams County Mineral Extraction Master Plan.

Mineral Extraction Plan:

Goal #2 Permitting Process- Authorize shorter time frames on CUP's

JR Engineering Response: Noted

Commenting Division: Development Engineering Review

Name of Reviewer: Matthew Emmens

Date: 05/28/2020

Email: memmens@adcogov.org

ENG1; County staff are concerned with the volume of traffic generated by this development and the turning movements the trucks are making. Safety at the intersection of 120th Ave and the site entrances must be maintained. The applicant will be required to submit a trip generation analysis and, a signal warrant analysis.

JR Engineering Response: see traffic letter

ENG2: Flood Insurance Rate Map – FIRM Panel # (08001C0336J), Federal Emergency Management Agency, January 20, 2016. According to the above reference, the project site is NOT located within a delineated 100-year flood hazard zone; A floodplain use permit will not be required.

JR Engineering Response: Noted

ENG3: The project site is not located in a NRCO district. An environmental assessment is not required.

JR Engineering Response: Noted

ENG4; The applicant shall be responsible to ensure compliance with all Federal, State, and Local water quality construction requirements. The project site is within the County's MS4 Stormwater Permit area. In the event that the disturbed area of the site exceeds 1 acre the applicant shall be responsible to prepare the SWMP plan using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR-030000.

JR Engineering Response: Noted