



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - District #5

PUBLIC HEARING AGENDA

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

THIS AGENDA IS SUBJECT TO CHANGE

Tuesday
March 29, 2022
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Office of Emergency Management Recognition

5. PUBLIC COMMENT

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of March 14-18, 2022
- B.** Minutes of the Commissioners' Proceedings from March 22, 2022
- C.** Resolution Approving Case #SIA2022-00002 Subdivision Improvements Agreement for Quantum 56, Filing No. 1
- D.** Resolution Approving Right-of-Way Agreement between Adams County and Casa Carrera Real Estate LLC for Property Necessary for the York Street Roadway and Drainage Improvements Project from East 78th Avenue to East 88th Avenue in the Amount of \$238,170.00

- E.** Resolution Approving Right-of-Way Agreement between Adams County and KLZ Radio Inc. for Property Necessary for the York Street Roadway and Drainage Improvements Project from East 78th Avenue to East 88th Avenue in the Amount of \$1,049,990.00
- F.** Resolution Approving a Lease Agreement between Adams County and A Precious Child, for a Portion of the Pete Mirelez Human Services Center
- G.** Resolution Regarding Defense and Indemnification of James McKenzie and Matthew Marquez as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.
- H.** Resolution Authorizing the Acquisition of Property Interests Necessary for the Construction of Improvements for the East 58th Avenue Improvements Project - East 58th Avenue from Washington Street to York Street
- I.** Resolution Approving an Intergovernmental Agreement between Adams County, Colorado and North Washington Street Water and Sanitation District Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad and Franklin Street Improvements from East 54th Avenue to East 58th Avenue
- J.** Resolution Approving a Private Residential Access Maintenance Agreement between Richard S. Edelen and Adams County
- K.** Resolution Approving a Private Residential Access Maintenance Agreement between Thomas M. Kriska and Sherry L. Kriska and Adams County
- L.** Resolution Approving a Lease Agreement between Adams County and Servicios de la Raza, for a Portion of the Pete Mirelez Human Services Center
- M.** Resolution Approving a Lease Agreement between Adams County and Tri-County WIC, for a Portion of the Pete Mirelez Human Services Center
- N.** Resolution Approving a Lease Agreement between Adams County and Almost Home, for a Portion of the Pete Mirelez Human Services Center
- O.** Resolution Approving a Lease Agreement between Adams County and Foster Source, for a Portion of the Pete Mirelez Human Services Center
- P.** Resolution Approving a Lease Agreement between Adams County and Family Tree, for a Portion of the Pete Mirelez Human Services Center
- Q.** Resolution Approving a Lease Agreement between Adams County and Warrior Now, for a Portion of the Pete Mirelez Human Services Center
- R.** Resolution Approving a Lease Agreement between Adams County and Maiker Housing Partners, for a Portion of the Pete Mirelez Human Services Center
- S.** Resolution Approving a Lease Agreement between Adams County and Senior Hub, for a Portion of the Pete Mirelez Human Services Center
- T.** Resolution Approving a Lease Agreement between Adams County and Center for People with Disabilities, for a Portion of the Pete Mirelez Human Services Center
- U.** Resolution Approving a Lease Agreement between Adams County and Colorado State University- Extension, for a Portion of the Pete Mirelez Human Services Center

- V. Resolution Approving a Lease Agreement between Adams County and Denver Indian Center, for a Portion of the Pete Mirelez Human Services Center
- W. Resolution Approving a Lease Agreement between Adams County and Denver Indian Family Resource Center, for a Portion of the Pete Mirelez Human Services Center
- X. Resolution Approving a Lease Agreement between Adams County and Denver Vet Center, for a Portion of the Pete Mirelez Human Services Center
- Y. Resolution Approving a Lease Agreement between Adams County and Early Childhood Partnership of Adams County, for a Portion of the Pete Mirelez Human Services Center
- Z. Resolution Approving Application in Case #PLT2021-00045 Quantum 56, Filing No. 1 Final Plat

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment One in the Amount Of \$40,500.00 to the Agreement between Adams County and Runbeck Election Services, Inc. for Three Additional Sentio Machines and One Year of Maintenance
- 2. Resolution Approving Amendment One in the Amount of \$611,348.00 to the Agreement between Adams County and FCI Constructors, Inc., for Construction Manager General Contractor Services for the Adams County District Attorney Building Project

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

- 1. PLN2022-00004 Bennett Station DA Amendment

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

From: noreply@granicusideas.com
Sent: Monday, March 28, 2022 5:32 AM
To: Erica Hannah
Subject: New eComment for Board of County Commissioners on 2022-03-29 9:30 AM

Please be cautious: This email was sent from outside Adams County

New eComment for Board of County
Commissioners on 2022-03-29 9:30 AM

Trevor Steen submitted a new eComment.

Meeting: Board of County Commissioners on 2022-03-29 9:30 AM

Item: G. 22-264 Resolution Regarding Defense and Indemnification of James McKenzie and Matthew Marquez as Defendants Pursuant to C.R.S. § 24-10-101, Et Seq.

eComment: The county continues to indemnify employees without adequate disclosure of the internal investigative process to the public. In this case, allegations of sexual assault are the topic of indemnification. The county has determined that its own employees were operating in the scope of their employment. If the results of the suit brought by Mr. Cruz result in a guilty verdict for these allegations, is the county really saying that the defendants were operating within the scope of their employment? Innocent until proven guilty is a cornerstone of our judicial process, so why is a decision regarding indemnification made prior to litigation? Why is the public not allowed to better understand the internal investigative process regarding indemnification? Why is the county allowed to spend our tax dollars defending people when we have no idea whether the allegations against them are substantiated? Does the county ever review the indemnified cases for the outcome of the case?

[View and Analyze eComments](#)

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County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	2,384,051.40
4	Capital Facilities Fund	351,302.90
5	Golf Course Enterprise Fund	27,107.25
6	Equipment Service Fund	251,254.60
13	Road & Bridge Fund	2,210,243.56
19	Insurance Fund	649,982.49
30	Community Dev Block Grant Fund	30,371.00
31	Head Start Fund	33,655.43
34	Comm Services Blk Grant Fund	28,980.04
35	Workforce & Business Center	9,780.45
43	Colorado Air & Space Port	122,055.73
50	FLATROCK Facility Fund	2,292.98
		<u>6,101,077.83</u>

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008724	383698	ALLIED UNIVERSAL SECURITY SERV	03/16/22	19,754.26
00008725	37193	CINA & CINA FORENSIC CONSULTIN	03/16/22	8,800.00
00008727	1052521	COCREATE COEVOLVE LLC	03/16/22	250.00
00008728	373974	DAWN B HOLMES INC	03/16/22	5,075.00
00008729	320719	DLR GROUP	03/16/22	8,016.20
00008730	95034	GODFREY JOHNSON PC	03/16/22	28,364.50
00008731	1256913	MARKHAM GALLEGOS JENNIFER	03/16/22	1,375.00
00008735	491695	SCYTL	03/16/22	900.00
00008736	2284	SENIOR HUB THE	03/16/22	74,390.89
00008737	7967	SKAGGS PUBLIC SAFETY UNIFORM &	03/16/22	1,055.75
00008738	227044	SOUTHWESTERN PAINTING	03/16/22	25,003.00
00008761	37193	CINA & CINA FORENSIC CONSULTIN	03/18/22	13,909.05
00008763	32229	DENVER RESCUE MISSION	03/18/22	165,294.14
00008765	671123	FOUND MY KEYS	03/18/22	1,856.60
00008766	1097323	MCGUINN CONOR MATTHEW	03/18/22	1,175.00
00008767	1053457	TRANSFORMATION POINT INC	03/18/22	250.00
00008770	1080883	VILLAGE EXCHANGE CENTER	03/18/22	250,000.00
00768561	1113433	ADAMS 14 EDUCATION FOUNDATION	03/18/22	3,000.00
00768562	42779	ADAMS COUNTY COMMUNICATION CEN	03/18/22	58,034.97
00768563	91631	ADAMSON POLICE PRODUCTS	03/18/22	713.59
00768564	433987	ADCO DISTRICT ATTORNEY'S OFFIC	03/18/22	149.80
00768565	630412	ADVANCED LAUNDRY SYSTEMS	03/18/22	1,575.62
00768568	5991	ALMOST HOME INC	03/18/22	262,091.33
00768570	14661	AMERIGAS DENVER 1012	03/18/22	3,787.22
00768571	221351	APEX SYSTEMS GROUP LLC	03/18/22	4,010.37
00768572	228213	ARAMARK REFRESHMENT SERVICES	03/18/22	201.34
00768576	34751	AURORA CHAMBER OF COMMERCE	03/18/22	1,500.00
00768577	993099	BAYAUD ENTERPRISES INC	03/18/22	30,554.35
00768579	3020	BENNETT TOWN OF	03/18/22	79.10
00768581	13160	BRIGHTON CITY OF (WATER)	03/18/22	2,702.33
00768582	57143	BROOMFIELD CITY AND COUNTY	03/18/22	126,276.00
00768583	3827	BROTHERS REDEVELOPMENT INC	03/18/22	13,437.76
00768586	1267201	CAMPBELL KRISTI	03/18/22	150.00
00768587	37266	CENTURY LINK	03/18/22	85.00
00768592	90207	CHARM TEX	03/18/22	81,125.00
00768593	1226046	CHRISTENSEN MELANIE	03/18/22	473.25

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768595	852482	CLEARWAY ENERGY GROUP LLC	03/18/22	696.15
00768596	1269262	COLLIER COUNTY CLERK OF COURTS	03/18/22	3.00
00768597	5050	COLO DIST ATTORNEY COUNCIL	03/18/22	3,419.90
00768598	5050	COLO DIST ATTORNEY COUNCIL	03/18/22	2,990.90
00768600	2157	COLO OCCUPATIONAL MEDICINE PHY	03/18/22	400.00
00768601	2157	COLO OCCUPATIONAL MEDICINE PHY	03/18/22	210.00
00768603	5947	COLO SECRETARY OF STATE	03/18/22	100.00
00768604	274030	COMMUNICATION CONSTRUCTION & E	03/18/22	3,330.00
00768606	255001	COPYCO QUALITY PRINTING INC	03/18/22	8,000.00
00768607	13565	CORE ELECTRIC COOPERATIVE	03/18/22	22.29
00768610	13663	DELTA DENTAL OF COLORADO	03/18/22	26.10
00768611	13663	DELTA DENTAL OF COLORADO	03/18/22	26.10
00768612	13663	DELTA DENTAL OF COLORADO	03/18/22	26.10
00768619	1191434	DGEB MANAGEMENT LLC	03/18/22	200.00
00768620	101347	DHM DESIGNS	03/18/22	210,699.23
00768622	430532	EASTERN ADAMS COUNTY METROPOLI	03/18/22	805.30
00768623	378536	ECI SITE CONSTRUCTION MANAGEME	03/18/22	384,362.74
00768625	35867	ELDORADO ARTESIAN SPRINGS INC	03/18/22	98.95
00768626	1174678	ELECTRONIC RECYCLERS INTERNATI	03/18/22	1,553.19
00768628	23417	ERGOMETRICS & APPLIED PERSONNE	03/18/22	105.00
00768635	47723	FEDEX	03/18/22	305.80
00768636	197938	FIRST CALL OF COLO	03/18/22	3,450.00
00768637	463649	GABLEHOUSE GRANBERG LLC	03/18/22	47,848.93
00768638	12689	GALLS LLC	03/18/22	1,717.77
00768643	10864	HILLYARD - DENVER	03/18/22	618.25
00768647	746356	J. BROWER PSYCHOLOGICAL SERVIC	03/18/22	2,500.00
00768650	44695	KNS COMMUNICATIONS CONSULTANTS	03/18/22	600.00
00768653	11496	L L JOHNSON DIST	03/18/22	9,675.00
00768654	1020086	LABORATORY CORPORATION OF AMER	03/18/22	6,277.39
00768655	40843	LANGUAGE LINE SERVICES	03/18/22	96.76
00768657	33488	LEVI RAY & SHOUP	03/18/22	3,960.00
00768658	36861	LEXIS NEXIS MATTHEW BENDER	03/18/22	222.10
00768661	1039410	MECSTAT LABORATORIES	03/18/22	390.00
00768662	1272905	METRO WATER RECOVERY	03/18/22	26,912.68
00768665	357044	MILE HIGH FLEA MARKET	03/18/22	50.00
00768666	13719	MORGAN COUNTY REA	03/18/22	353.62

Net Warrants by Fund Detail

1**General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768668	13591	MWI ANIMAL HEALTH	03/18/22	445.65
00768669	10992	NATL ASSN OF EXTRADITION OFFIC	03/18/22	575.00
00768671	669732	PATTERSON VETERINARY SUPPLY IN	03/18/22	922.34
00768672	1191433	PETER J DI LEO LPC	03/18/22	1,500.00
00768674	826433	PIPKIN CHRISTOPHER R	03/18/22	3,000.00
00768675	192059	POINT SPORTS/ERGOMED	03/18/22	360.00
00768676	566659	PROCEDURE INC	03/18/22	800.00
00768678	837076	PSYCHOLOGICAL DIMENSIONS	03/18/22	2,325.00
00768682	255505	SHERMAN & HOWARD LLC	03/18/22	4,037.50
00768684	13538	SHRED-IT	03/18/22	30.00
00768685	10449	SIR SPEEDY	03/18/22	1,177.00
00768686	10449	SIR SPEEDY	03/18/22	966.54
00768687	1272850	SOMMERS CHRISTOPHER	03/18/22	2.00
00768688	13932	SOUTH ADAMS WATER & SANITATION	03/18/22	439.76
00768689	13932	SOUTH ADAMS WATER & SANITATION	03/18/22	49.61
00768690	13932	SOUTH ADAMS WATER & SANITATION	03/18/22	532.55
00768691	13932	SOUTH ADAMS WATER & SANITATION	03/18/22	49.61
00768692	13932	SOUTH ADAMS WATER & SANITATION	03/18/22	1,645.69
00768693	51001	SOUTHLAND MEDICAL LLC	03/18/22	1,183.83
00768694	13949	STRASBURG SANITATION	03/18/22	93.03
00768695	599714	SUMMIT FOOD SERVICE LLC	03/18/22	8,265.21
00768696	593412	SUPERIOR COURT OF CALIFORNIA	03/18/22	43.00
00768697	52553	SWEEP STAKES UNLIMITED	03/18/22	35.00
00768698	52553	SWEEP STAKES UNLIMITED	03/18/22	45.00
00768699	52553	SWEEP STAKES UNLIMITED	03/18/22	55.00
00768700	1027588	SYMMETRY BUILDERS INC	03/18/22	28,534.78
00768705	37005	TOSHIBA BUSINESS SOLUTIONS	03/18/22	129.83
00768706	1270310	TRINITY SERVICES GROUP INC	03/18/22	220,860.49
00768708	666214	TYGRET DEBRA R	03/18/22	565.00
00768709	1154229	UKG INC	03/18/22	4,230.21
00768710	51179	UNITED PARCEL SERVICE INC	03/18/22	343.97
00768711	1007	UNITED POWER (UNION REA)	03/18/22	2,855.00
00768712	1007	UNITED POWER (UNION REA)	03/18/22	22,712.00
00768713	1007	UNITED POWER (UNION REA)	03/18/22	53.91
00768714	1007	UNITED POWER (UNION REA)	03/18/22	17,316.22
00768715	1007	UNITED POWER (UNION REA)	03/18/22	553.20

Net Warrants by Fund Detail

1 General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768716	1007	UNITED POWER (UNION REA)	03/18/22	991.04
00768717	1007	UNITED POWER (UNION REA)	03/18/22	27.59
00768718	1007	UNITED POWER (UNION REA)	03/18/22	1,069.06
00768719	1007	UNITED POWER (UNION REA)	03/18/22	82.26
00768720	1007	UNITED POWER (UNION REA)	03/18/22	99.47
00768721	1007	UNITED POWER (UNION REA)	03/18/22	5,885.22
00768722	1007	UNITED POWER (UNION REA)	03/18/22	3,835.62
00768723	1007	UNITED POWER (UNION REA)	03/18/22	5,452.82
00768724	1007	UNITED POWER (UNION REA)	03/18/22	9,995.10
00768725	1007	UNITED POWER (UNION REA)	03/18/22	7,349.59
00768726	1007	UNITED POWER (UNION REA)	03/18/22	706.80
00768727	1007	UNITED POWER (UNION REA)	03/18/22	17,332.65
00768728	1007	UNITED POWER (UNION REA)	03/18/22	65.34
00768741	20730	UNITED STATES POSTAL SERVICE	03/18/22	64.80
00768750	158184	UTILITY NOTIFICATION CENTER OF	03/18/22	205.40
00768751	28617	VERIZON WIRELESS	03/18/22	3,000.33
00768754	40340	WINDSTREAM COMMUNICATIONS	03/18/22	1,309.36
00768755	338508	WRIGHTWAY INDUSTRIES INC	03/18/22	879.56
00768756	13822	XCEL ENERGY	03/18/22	451.17
00768757	13822	XCEL ENERGY	03/18/22	9,890.16
00768758	13822	XCEL ENERGY	03/18/22	11,751.37
00768759	13822	XCEL ENERGY	03/18/22	8,904.44
00768760	13822	XCEL ENERGY	03/18/22	5,779.40
00768761	13822	XCEL ENERGY	03/18/22	1,194.76
00768762	13822	XCEL ENERGY	03/18/22	504.81
00768763	13822	XCEL ENERGY	03/18/22	495.20
00768764	13822	XCEL ENERGY	03/18/22	52.58
00768765	13822	XCEL ENERGY	03/18/22	587.97
00768766	13822	XCEL ENERGY	03/18/22	1,378.48
00768767	13822	XCEL ENERGY	03/18/22	1,205.82
00768768	13822	XCEL ENERGY	03/18/22	2,067.06
00768769	13822	XCEL ENERGY	03/18/22	1,751.00
00768770	13822	XCEL ENERGY	03/18/22	7,693.09
00768771	13822	XCEL ENERGY	03/18/22	508.66
00768772	13822	XCEL ENERGY	03/18/22	170.79
00768773	13822	XCEL ENERGY	03/18/22	6,997.54

Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768774	13822	XCEL ENERGY	03/18/22	6,210.03
00768775	13822	XCEL ENERGY	03/18/22	1,965.68
00768776	13822	XCEL ENERGY	03/18/22	1,095.87
00768777	13822	XCEL ENERGY	03/18/22	840.91
00768781	92370	FARMERS RESERVOIR & IRRIGATION	03/18/22	10,000.00
Fund Total				2,384,051.40

Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008734	104910	SAUNDERS CONSTRUCTION INC	03/16/22	139,170.94
00008741	737980	WOLD ARCHITECTS AND ENGINEERS	03/16/22	1,946.28
00768573	201312	ARAPAHOE SIGN ARTS INC	03/18/22	13,220.00
00768574	201312	ARAPAHOE SIGN ARTS INC	03/18/22	1,090.00
00768575	88751	ARROW J LANDSCAPE & DESIGN INC	03/18/22	20,312.90
00768631	1184327	ETHOS ENVIRONMENTAL LLC	03/18/22	850.00
00768640	12812	GROUND ENGINEERING CONSULTANTS	03/18/22	372.50
00768667	986500	MW GOLDEN CONSTRUCTORS	03/18/22	157,168.28
00768679	248870	ROTH SHEPPARD ARCHITECTS	03/18/22	16,880.00
00768778	13822	XCEL ENERGY	03/18/22	292.00
Fund Total				351,302.90

Net Warrants by Fund Detail

5Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008733	6177	PROFESSIONAL RECREATION MGMT I	03/16/22	4,045.87
00768558	72554	AAA PEST PROS	03/18/22	45.00
00768566	8579	AGFINITY INC	03/18/22	680.93
00768569	12012	ALSCO AMERICAN INDUSTRIAL	03/18/22	116.88
00768584	9822	BUCKEYE WELDING SUPPLY CO INC	03/18/22	30.60
00768609	163134	DEEP ROCK WATER	03/18/22	87.10
00768616	13359	DEN COL SUPPLY	03/18/22	267.25
00768644	649113	HOSEPOWER USA AND/OR COMPLETE	03/18/22	571.24
00768649	4958	KIMBALL MIDWEST	03/18/22	555.72
00768663	1272905	METRO WATER RECOVERY	03/18/22	13,456.32
00768704	47140	TORO NSN	03/18/22	233.00
00768729	1007	UNITED POWER (UNION REA)	03/18/22	285.82
00768730	1007	UNITED POWER (UNION REA)	03/18/22	1,714.84
00768731	1007	UNITED POWER (UNION REA)	03/18/22	452.64
00768732	1007	UNITED POWER (UNION REA)	03/18/22	869.12
00768733	1007	UNITED POWER (UNION REA)	03/18/22	310.26
00768734	1007	UNITED POWER (UNION REA)	03/18/22	30.64
00768735	1007	UNITED POWER (UNION REA)	03/18/22	215.46
00768779	13822	XCEL ENERGY	03/18/22	1,073.90
00768780	13822	XCEL ENERGY	03/18/22	2,064.66
Fund Total				27,107.25

Net Warrants by Fund Detail

6Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768578	32682	BEARCOM WIRELESS WORLDWIDE	03/18/22	17,897.01
00768630	1253939	ESTATE OF MICHAEL TONY WESTALL	03/18/22	4,324.00
00768633	346750	FACTORY MOTOR PARTS	03/18/22	8,615.40
00768646	682207	INSIGHT AUTO GLASS LLC	03/18/22	1,979.70
00768660	44212	MCCANDLESS INTL TRUCKS OF COLO	03/18/22	96,858.00
00768680	16237	SAM HILL OIL INC	03/18/22	112,951.88
00768703	790907	THE GOODYEAR TIRE AND RUBBER C	03/18/22	8,628.61
Fund Total				251,254.60

Net Warrants by Fund Detail

13

Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008742	89295	ARVADA CITY OF	03/17/22	20,877.24
00008743	89296	AURORA CITY OF	03/17/22	315,359.51
00008744	89297	BENNETT TOWN OF	03/17/22	12,735.89
00008745	89298	BRIGHTON CITY OF	03/17/22	158,118.94
00008746	89299	COMMERCE CITY CITY OF	03/17/22	193,791.52
00008747	89300	FEDERAL HEIGHTS CITY OF	03/17/22	29,816.05
00008748	89301	NORTHGLENN CITY OF	03/17/22	97,013.81
00008749	89302	THORNTON CITY OF	03/17/22	350,461.40
00008750	89304	WESTMINSTER CITY OF	03/17/22	181,349.67
00008764	101603	EMPIRE TITLE NORTH LLC	03/18/22	207,242.75
00768567	1269207	ALESCO APPRAISAL INC	03/18/22	5,500.00
00768580	1272685	BRIENZA JAMES E	03/18/22	19,840.00
00768585	1272280	C & K FOOD & GAS	03/18/22	5,400.00
00768608	1141018	DANIELS REAL ESTATE SERVICES	03/18/22	34,000.00
00768617	237568	DESIGN WORKSHOP	03/18/22	14,685.00
00768621	562184	DOUBLE R EXCAVATING INC	03/18/22	2,464.00
00768629	873559	EST INC	03/18/22	24,890.75
00768634	92370	FARMERS RESERVOIR & IRRIGATION	03/18/22	1,528.75
00768641	1228201	GURUNG KHAGENDRA	03/18/22	1,308.00
00768642	92426	HDR ENGINEERING INC	03/18/22	3,645.00
00768645	435508	HUITT-ZOLLARS INC	03/18/22	1,000.00
00768651	40395	KUMAR & ASSOCIATES INC	03/18/22	1,205.00
00768670	949999	OFFICESCAPES OF DENVER LLLP	03/18/22	22,464.32
00768681	1184363	SCOTT CONTRACTING	03/18/22	184,931.23
00768683	778644	SHORT ELLIOTT HENDRICKSON INC	03/18/22	3,354.50
00768707	1272684	TRIPLE B VENTURES LLC	03/18/22	13,430.00
00768740	666732	UNITED POWER INC	03/18/22	303,830.23

Fund Total

2,210,243.56

Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008740	523053	TRISTAR RISK MANAGEMENT	03/16/22	2,160.00
00008762	423439	DELTA DENTAL OF COLO	03/18/22	99,943.20
00008768	37223	UNITED HEALTH CARE INSURANCE C	03/18/22	213,681.09
00008769	37223	UNITED HEALTH CARE INSURANCE C	03/18/22	276,354.58
00768599	17565	COLO FRAME & SUSPENSION	03/18/22	8,524.14
00768602	2157	COLO OCCUPATIONAL MEDICINE PHY	03/18/22	265.00
00768613	13663	DELTA DENTAL OF COLORADO	03/18/22	16,078.86
00768614	13663	DELTA DENTAL OF COLORADO	03/18/22	16,078.56
00768615	13663	DELTA DENTAL OF COLORADO	03/18/22	16,397.06
00768627	219503	ELKUS & SISSON PC AND	03/18/22	25.00
00768702	862222	THE ARTWORKS UNLIMITED LLC	03/18/22	475.00
Fund Total				649,982.49

County of Adams
Net Warrants by Fund Detail

<u>30</u>		<u>Community Dev Block Grant Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00008732	866134	PG CONSTRUCTION SERVICES INC	03/16/22	23,821.00	
00008739	29064	TIERRA ROJO CORPORATION	03/16/22	6,550.00	
			Fund Total	30,371.00	

Net Warrants by Fund Detail

31**Head Start Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768588	37266	CENTURY LINK	03/18/22	414.49
00768589	37266	CENTURY LINK	03/18/22	146.61
00768590	37266	CENTURY LINK	03/18/22	146.44
00768591	37266	CENTURY LINK	03/18/22	203.63
00768594	327250	CINTAS CORPORATION NO 2	03/18/22	168.92
00768605	248029	COMMUNITY REACH CENTER FOUNDAT	03/18/22	6,515.84
00768618	1052031	DFA DAIRY BRANDS CORPORATE LLC	03/18/22	1,229.85
00768639	834853	GETHSEMANE LUTHERAN CHURCH	03/18/22	6,408.00
00768652	40323	L & N SUPPLY COMPANY INC	03/18/22	663.90
00768656	40843	LANGUAGE LINE SERVICES	03/18/22	36.90
00768664	1090294	MIGHTY LITTLE VOICES SPEECH TH	03/18/22	5,200.00
00768701	13770	SYSCO DENVER	03/18/22	95.00
00768742	42541	US FOODSERVICE	03/18/22	1,888.93
00768743	42541	US FOODSERVICE	03/18/22	100.00
00768744	42541	US FOODSERVICE	03/18/22	2,065.30
00768745	42541	US FOODSERVICE	03/18/22	74.70
00768746	42541	US FOODSERVICE	03/18/22	1,150.30
00768747	42541	US FOODSERVICE	03/18/22	88.06
00768748	42541	US FOODSERVICE	03/18/22	1,763.27
00768749	42541	US FOODSERVICE	03/18/22	170.60
00768752	31360	WESTMINSTER PRESBYTERIAN CHURC	03/18/22	2,312.69
00768753	59983	WESTMINSTER PUBLIC SCHOOLS	03/18/22	2,812.00
Fund Total				33,655.43

County of Adams
Net Warrants by Fund Detail

34 Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768560	30283	ACCESS HOUSING OF ADAMS COUNTY	03/18/22	2,244.00
00768624	190240	ECPAC	03/18/22	3,799.84
00768677	189016	PROJECT ANGEL HEART	03/18/22	22,936.20
Fund Total				28,980.04

County of Adams
Net Warrants by Fund Detail

<u>35</u>		<u>Workforce & Business Center</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00768632	5686	EXPRESS SERVICES INC	03/18/22	5,415.45	
00768673	1272688	PINETREE APARTMENTS LLC	03/18/22	4,365.00	
			Fund Total	9,780.45	

County of Adams
Net Warrants by Fund Detail

43	Colorado Air & Space Port				
	Warrant	Supplier No	Supplier Name	Warrant Date	Amount
	00008726	709816	CITY SERVICEVALCON LLC	03/16/22	67,901.73
	00768648	204737	JVIATION, A WOOLPERT COMPANY	03/18/22	53,948.00
	00768659	112383	LOTTMAN OIL COMPANY	03/18/22	206.00
	Fund Total				122,055.73

Net Warrants by Fund Detail

50FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00768559	72554	AAA PEST PROS	03/18/22	60.00
00768736	1007	UNITED POWER (UNION REA)	03/18/22	1,735.64
00768737	1007	UNITED POWER (UNION REA)	03/18/22	132.18
00768738	1007	UNITED POWER (UNION REA)	03/18/22	47.03
00768739	1007	UNITED POWER (UNION REA)	03/18/22	318.13
Fund Total				2,292.98

County of Adams
Net Warrants by Fund Detail

Grand Total 6,101,077.83

County of Adams
Vendor Payment Report

<u>2051</u>	<u>ANS - Admin & Customer Care</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	1014640	413344	03/11/22	201.34
					Account Total	201.34
					Department Total	201.34

County of Adams
Vendor Payment Report

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	ADAMS 14 EDUCATION FOUNDATION	00001	1014598	413256	03/10/22	3,000.00
	AURORA CHAMBER OF COMMERCE	00001	1014857	413613	03/16/22	1,500.00
					Account Total	4,500.00
					Department Total	4,500.00

County of Adams
Vendor Payment Report

<u>3064</u>	<u>Building Safety</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	PROCEDURE INC	00001	1014177	412979	03/08/22	800.00
					Account Total	800.00
					Department Total	800.00

County of Adams
Vendor Payment Report

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<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ARAPAHOE SIGN ARTS INC	00004	1014899	413690	03/17/22	13,220.00
	ARAPAHOE SIGN ARTS INC	00004	1014899	413690	03/17/22	1,090.00
	ARROW J LANDSCAPE & DESIGN INC	00004	1014944	413694	03/17/22	21,382.00
	GROUND ENGINEERING CONSULTANTS	00004	1014877	413690	03/17/22	372.50
	MW GOLDEN CONSTRUCTORS	00004	1014872	413690	03/17/22	165,440.30
	ROTH SHEPPARD ARCHITECTS	00004	1014901	413690	03/17/22	5,992.15
	ROTH SHEPPARD ARCHITECTS	00004	1014901	413690	03/17/22	3,887.85
	ROTH SHEPPARD ARCHITECTS	00004	1014903	413690	03/17/22	7,000.00
	SAUNDERS CONSTRUCTION INC	00004	1014831	413607	03/16/22	84,381.19
	SAUNDERS CONSTRUCTION INC	00004	1014830	413607	03/16/22	62,114.54
	WOLD ARCHITECTS AND ENGINEERS	00004	1014852	413607	03/16/22	1,946.28
					Account Total	366,826.81
	Retainages Payable					
	ARROW J LANDSCAPE & DESIGN INC	00004	1014944	413694	03/17/22	1,069.10-
	MW GOLDEN CONSTRUCTORS	00004	1014872	413690	03/17/22	8,272.02-
	SAUNDERS CONSTRUCTION INC	00004	1014831	413607	03/16/22	4,219.06-
	SAUNDERS CONSTRUCTION INC	00004	1014830	413607	03/16/22	3,105.73-
					Account Total	16,665.91-
					Department Total	350,160.90

County of Adams
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Airport Freight					
	LOTTMAN OIL COMPANY	00043	1014743	413527	03/15/22	9.00
					Account Total	9.00
	Fuel, Gas & Oil					
	LOTTMAN OIL COMPANY	00043	1014743	413527	03/15/22	197.00
					Account Total	197.00
					Department Total	206.00

County of Adams
Vendor Payment Report

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	PG CONSTRUCTION SERVICES INC	00030	1014494	413235	03/10/22	23,821.00
	TIERRA ROJO CORPORATION	00030	1014599	413266	03/11/22	6,550.00
					Account Total	30,371.00
					Department Total	30,371.00

County of Adams
Vendor Payment Report

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO SECRETARY OF STATE	00001	1014456	413221	03/10/22	100.00
					Account Total	100.00
	Printing External					
	COPYCO QUALITY PRINTING INC	00001	1014764	413577	03/16/22	8,000.00
					Account Total	8,000.00
	Software and Licensing					
	SCYTL	00001	1014455	413220	03/10/22	900.00
					Account Total	900.00
					Department Total	9,000.00

County of Adams
Vendor Payment Report

<u>1023</u>	<u>CLK Motor Vehicle</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Destruction of Records					
	SHRED-IT	00001	1014747	413569	03/16/22	30.00
					Account Total	30.00
	Minor Equipment					
	APEX SYSTEMS GROUP LLC	00001	1014746	413569	03/16/22	221.28
					Account Total	221.28
					Department Total	251.28

County of Adams
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	SIR SPEEDY	00001	1014283	413131	03/09/22	966.54
					Account Total	966.54
					Department Total	966.54

County of Adams
Vendor Payment Report

<u>97745</u>	<u>CO Responds Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Housing Expenses					
	PINETREE APARTMENTS LLC	00035	1014464	413223	03/10/22	<u>1,455.00</u>
					Account Total	<u>1,455.00</u>
					Department Total	<u><u>1,455.00</u></u>

County of Adams
Vendor Payment Report

<u>43</u>	<u>Colorado Air & Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CITY SERVICEVALCON LLC	00043	1014826	413607	03/16/22	37,124.44
	CITY SERVICEVALCON LLC	00043	1014827	413607	03/16/22	30,777.29
	JVIATION, A WOOLPERT COMPANY	00043	1014904	413690	03/17/22	53,948.00
					Account Total	121,849.73
					Department Total	121,849.73

County of Adams
Vendor Payment Report

<u>9264</u>	<u>Community Recovery</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	VILLAGE EXCHANGE CENTER	00001	1014973	413698	03/17/22	250,000.00
					Account Total	250,000.00
					Department Total	250,000.00

County of Adams
Vendor Payment Report

<u>8612</u>	<u>Consolidated UHC Active/COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	1014813	413601	03/16/22	213,681.09
	UNITED HEALTH CARE INSURANCE C	00019	1014814	413601	03/16/22	276,354.58
					Account Total	490,035.67
					Department Total	490,035.67

County of Adams
Vendor Payment Report

1013	County Attorney	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	SWEEP STAKES UNLIMITED	00001	1014691	413502	03/15/22	35.00
	SWEEP STAKES UNLIMITED	00001	1014692	413502	03/15/22	45.00
	SWEEP STAKES UNLIMITED	00001	1014693	413502	03/15/22	55.00
					Account Total	135.00
					Department Total	135.00

County of Adams
Vendor Payment Report

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	1014465	413224	03/10/22	8,800.00
	CINA & CINA FORENSIC CONSULTIN	00001	1014820	413605	03/16/22	13,200.00
	DAWN B HOLMES INC	00001	1014641	413352	03/11/22	5,075.00
					Account Total	27,075.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	1014477	413225	03/10/22	23.00
	ELDORADO ARTESIAN SPRINGS INC	00001	1014478	413225	03/10/22	23.00
	ELDORADO ARTESIAN SPRINGS INC	00001	1014479	413225	03/10/22	41.95
	ELDORADO ARTESIAN SPRINGS INC	00001	1014480	413225	03/10/22	11.00
	SOUTHLAND MEDICAL LLC	00001	1014472	413225	03/10/22	852.75
	SOUTHLAND MEDICAL LLC	00001	1014473	413225	03/10/22	142.66
	SOUTHLAND MEDICAL LLC	00001	1014474	413225	03/10/22	188.42
					Account Total	1,282.78
	Other Professional Serv					
	FEDEX	00001	1014469	413225	03/10/22	12.42
	FEDEX	00001	1014470	413225	03/10/22	110.76
	FEDEX	00001	1014471	413225	03/10/22	182.62
	FIRST CALL OF COLO	00001	1014482	413225	03/10/22	3,450.00
	LABORATORY CORPORATION OF AMER	00001	1014481	413225	03/10/22	6,277.39
	LANGUAGE LINE SERVICES	00001	1014483	413225	03/10/22	96.76
	LEXIS NEXIS MATTHEW BENDER	00001	1014484	413225	03/10/22	222.10
	MARKHAM GALLEGOS JENNIFER	00001	1014742	413526	03/15/22	1,375.00
	MCGUINN CONOR MATTHEW	00001	1014902	413692	03/17/22	1,175.00
	MECSTAT LABORATORIES	00001	1014475	413225	03/10/22	195.00
	MECSTAT LABORATORIES	00001	1014476	413225	03/10/22	195.00
	UNITED PARCEL SERVICE INC	00001	1014466	413225	03/10/22	78.35
	UNITED PARCEL SERVICE INC	00001	1014467	413225	03/10/22	212.27
	UNITED PARCEL SERVICE INC	00001	1014468	413225	03/10/22	53.35
					Account Total	13,636.02
					Department Total	41,993.80

County of Adams
Vendor Payment Report

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	ACCESS HOUSING OF ADAMS COUNTY	00034	1014688	413503	03/15/22	2,244.00
	ECPAC	00034	1014689	413503	03/15/22	3,799.84
	PROJECT ANGEL HEART	00034	1014690	413503	03/15/22	13,123.60
	PROJECT ANGEL HEART	00034	1014695	413503	03/15/22	9,812.60
					Account Total	28,980.04
					Department Total	28,980.04

County of Adams
Vendor Payment Report

9261	DA- Diversion Project	Fund	Voucher	Batch No	GL Date	Amount
	Other Professional Serv					
	PETER J DI LEO LPC	00001	1014788	413587	03/16/22	600.00
	PETER J DI LEO LPC	00001	1014790	413587	03/16/22	600.00
	PETER J DI LEO LPC	00001	1014791	413587	03/16/22	300.00
					Account Total	1,500.00
					Department Total	1,500.00

County of Adams
Vendor Payment Report

<u>8614</u>	<u>Dental Active - COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	1014748	413570	03/16/22	9,407.10
	DELTA DENTAL OF COLO	00019	1014748	413570	03/16/22	12,039.00
	DELTA DENTAL OF COLO	00019	1014751	413570	03/16/22	11,868.30
	DELTA DENTAL OF COLO	00019	1014751	413570	03/16/22	13,849.50
	DELTA DENTAL OF COLO	00019	1014752	413570	03/16/22	15,472.40
	DELTA DENTAL OF COLO	00019	1014752	413570	03/16/22	4,865.00
	DELTA DENTAL OF COLO	00019	1014754	413570	03/16/22	22,049.50
	DELTA DENTAL OF COLO	00019	1014754	413570	03/16/22	9,207.40
	DELTA DENTAL OF COLO	00019	1014754	413570	03/16/22	1,055.00
	DELTA DENTAL OF COLO	00019	1014754	413570	03/16/22	130.00
					Account Total	99,943.20
					Department Total	99,943.20

County of Adams
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	DA Services - Broomfield					
	BROOMFIELD CITY AND COUNTY	00001	1014660	413493	03/15/22	126,276.00
					Account Total	126,276.00
	Education & Training					
	NATL ASSN OF EXTRADITION OFFIC	00001	1014796	413587	03/16/22	575.00
					Account Total	575.00
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	1014799	413587	03/16/22	57.36
	TOSHIBA BUSINESS SOLUTIONS	00001	1014800	413587	03/16/22	72.47
					Account Total	129.83
	Other Professional Serv					
	CINA & CINA FORENSIC CONSULTIN	00001	1014809	413599	03/16/22	374.60
	CINA & CINA FORENSIC CONSULTIN	00001	1014810	413599	03/16/22	334.45
	COLLIER COUNTY CLERK OF COURTS	00001	1014784	413587	03/16/22	3.00
	SUPERIOR COURT OF CALIFORNIA	00001	1014782	413587	03/16/22	43.00
					Account Total	755.05
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1014801	413587	03/16/22	14.36
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1014802	413587	03/16/22	25.95
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1014803	413587	03/16/22	12.72
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	1014805	413587	03/16/22	96.77
					Account Total	149.80
					Department Total	127,885.68

County of Adams
Vendor Payment Report

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BEARCOM WIRELESS WORLDWIDE	00006	1014964	413694	03/17/22	17,897.01
	ESTATE OF MICHAEL TONY WESTALL	00006	1014962	413694	03/17/22	4,324.00
	FACTORY MOTOR PARTS	00006	1014965	413694	03/17/22	8,615.40
	INSIGHT AUTO GLASS LLC	00006	1014954	413694	03/17/22	473.37
	INSIGHT AUTO GLASS LLC	00006	1014955	413694	03/17/22	40.00
	INSIGHT AUTO GLASS LLC	00006	1014956	413694	03/17/22	327.73
	INSIGHT AUTO GLASS LLC	00006	1014957	413694	03/17/22	520.00
	INSIGHT AUTO GLASS LLC	00006	1014958	413694	03/17/22	40.00
	INSIGHT AUTO GLASS LLC	00006	1014959	413694	03/17/22	40.00
	INSIGHT AUTO GLASS LLC	00006	1014960	413694	03/17/22	315.28
	INSIGHT AUTO GLASS LLC	00006	1014961	413694	03/17/22	223.32
	MCCANDLESS INTL TRUCKS OF COLO	00006	1015010	413765	03/18/22	96,858.00
	SAM HILL OIL INC	00006	1015011	413765	03/18/22	19,533.70
	SAM HILL OIL INC	00006	1014966	413694	03/17/22	3,052.35
	SAM HILL OIL INC	00006	1014967	413694	03/17/22	2,438.73
	SAM HILL OIL INC	00006	1014968	413694	03/17/22	16,585.03
	SAM HILL OIL INC	00006	1014969	413694	03/17/22	22,632.64
	SAM HILL OIL INC	00006	1014971	413694	03/17/22	22,971.18
	SAM HILL OIL INC	00006	1014972	413694	03/17/22	25,738.25
	THE GOODYEAR TIRE AND RUBBER C	00006	1014950	413694	03/17/22	1,165.36
	THE GOODYEAR TIRE AND RUBBER C	00006	1014951	413694	03/17/22	1,603.83
	THE GOODYEAR TIRE AND RUBBER C	00006	1014952	413694	03/17/22	5,859.42
					Account Total	251,254.60
					Department Total	251,254.60

County of Adams
Vendor Payment Report

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AAA PEST PROS	00050	1014766	413580	03/16/22	60.00
					Account Total	60.00
					Department Total	60.00

County of Adams
Vendor Payment Report

<u>3165</u>	<u>Fleet/Public Works Bldg Constr</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	XCEL ENERGY	00004	1014597	413257	03/10/22	292.00
					Account Total	292.00
					Department Total	292.00

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12687	00001	1014620	413342	02/28/22	11,751.37
					Account Total	11,751.37
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12665	00001	1014621	413342	02/13/22	1,645.69
					Account Total	1,645.69
					Department Total	13,397.06

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Vendor Payment Report

1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=12672	00001	1014627	413342	02/22/22	1,194.76
	Energy Cap Bill ID=12684	00001	1014628	413342	02/28/22	504.81
					Account Total	1,699.57
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12664	00001	1014629	413342	03/01/22	79.10
					Account Total	79.10
					Department Total	1,778.67

County of Adams
Vendor Payment Report

<u>5025</u>	<u>FO - Club House Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	METRO WATER RECOVERY	00005	1014738	413520	03/15/22	7,020.32
	METRO WATER RECOVERY	00005	1014738	413520	03/15/22	6,436.00
					Account Total	13,456.32
					Department Total	13,456.32

County of Adams
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12666	00001	1014611	413342	02/13/22	439.76
					Account Total	439.76
					Department Total	439.76

County of Adams
Vendor Payment Report

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12685	00001	1014636	413342	02/28/22	1,751.00
	Energy Cap Bill ID=12706	00001	1014673	413494	03/03/22	5,452.82
					Account Total	7,203.82
					Department Total	7,203.82

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<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12689	00050	1014638	413342	03/01/22	508.66
	Energy Cap Bill ID=12690	00050	1014639	413342	02/28/22	170.79
	Energy Cap Bill ID=12698	00050	1014679	413494	03/03/22	1,735.64
	Energy Cap Bill ID=12704	00050	1014680	413494	03/03/22	132.18
	Energy Cap Bill ID=12705	00050	1014681	413494	03/03/22	47.03
	Energy Cap Bill ID=12709	00050	1014682	413494	03/03/22	318.13
					Account Total	2,912.43
					Department Total	2,912.43

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Vendor Payment Report

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12673	00001	1014622	413342	02/25/22	8,904.44
	Energy Cap Bill ID=12680	00001	1014623	413342	03/02/22	2,855.00
	Energy Cap Bill ID=12682	00001	1014624	413342	03/02/22	22,712.00
					Account Total	34,471.44
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12681	00001	1014625	413342	03/04/22	2,702.33
					Account Total	2,702.33
					Department Total	37,173.77

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Vendor Payment Report

<u>1070</u>	<u>FO - Honnen/Plan&Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12678	00001	1014612	413342	02/24/22	451.17
	Energy Cap Bill ID=12693	00001	1014661	413494	03/03/22	1,965.68
	Energy Cap Bill ID=12716	00001	1014653	413492	03/07/22	299.22
	Energy Cap Bill ID=12718	00001	1014654	413492	03/04/22	338.20
					Account Total	3,054.27
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12667	00001	1014613	413342	02/13/22	49.61
	Energy Cap Bill ID=12668	00001	1014614	413342	02/13/22	532.55
	Energy Cap Bill ID=12669	00001	1014615	413342	02/13/22	49.61
					Account Total	631.77
					Department Total	3,686.04

County of Adams
Vendor Payment Report

1079	FO - Human Services Center	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=12688	00001	1014626	413342	03/02/22	5,779.40
	Energy Cap Bill ID=12720	00001	1014657	413492	03/02/22	6,997.54
	Energy Cap Bill ID=12721	00001	1014658	413492	03/02/22	6,210.03
					Account Total	18,986.97
					Department Total	18,986.97

County of Adams
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12697	00001	1014662	413494	03/03/22	17,316.22
	Energy Cap Bill ID=12717	00001	1014655	413492	03/03/22	53.91
					Account Total	17,370.13
					Department Total	17,370.13

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Vendor Payment Report

<u>1019</u>	<u>FO - Mailroom & Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	1014726	413514	03/15/22	64.80
					Account Total	64.80
					Department Total	64.80

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Vendor Payment Report

<u>1111</u>	<u>FO - Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12671	00001	1014630	413342	02/25/22	495.20
	Energy Cap Bill ID=12676	00001	1014631	413342	02/25/22	52.58
	Energy Cap Bill ID=12677	00001	1014632	413342	02/25/22	587.97
	Energy Cap Bill ID=12683	00001	1014633	413342	02/25/22	1,378.48
	Energy Cap Bill ID=12692	00001	1014634	413342	02/25/22	1,205.82
	Energy Cap Bill ID=12696	00001	1014664	413494	03/03/22	991.04
	Energy Cap Bill ID=12699	00001	1014665	413494	03/03/22	27.59
	Energy Cap Bill ID=12701	00001	1014666	413494	03/03/22	1,069.06
	Energy Cap Bill ID=12702	00001	1014667	413494	03/03/22	82.26
	Energy Cap Bill ID=12707	00001	1014668	413494	03/03/22	99.47
	Energy Cap Bill ID=12710	00001	1014669	413494	03/03/22	5,885.22
	Energy Cap Bill ID=12713	00001	1014670	413494	02/25/22	1,095.87
	Energy Cap Bill ID=12714	00001	1014671	413494	02/25/22	840.91
	Energy Cap Bill ID=12715	00001	1014659	413492	03/07/22	58.73
					Account Total	13,870.20
	Water/Sewer/Sanitation					
	METRO WATER RECOVERY	00001	1014737	413520	03/15/22	7,020.34
	METRO WATER RECOVERY	00001	1014737	413520	03/15/22	6,436.00
					Account Total	13,456.34
					Department Total	27,326.54

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<u>1123</u>	<u>FO - Riverdale Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12674	00001	1014637	413342	02/25/22	7,693.09
	Energy Cap Bill ID=12711	00001	1014674	413494	03/03/22	9,995.10
					Account Total	17,688.19
	Water/Sewer/Sanitation					
	METRO WATER RECOVERY	00001	1014737	413520	03/15/22	7,020.34
	METRO WATER RECOVERY	00001	1014737	413520	03/15/22	6,436.00
					Account Total	13,456.34
					Department Total	31,144.53

County of Adams
Vendor Payment Report

<u>1112</u>	<u>FO - Sheriff HQ/Coroner Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12675	00001	1014635	413342	02/25/22	2,067.06
	Energy Cap Bill ID=12695	00001	1014672	413494	03/03/22	3,835.62
					Account Total	5,902.68
					Department Total	5,902.68

County of Adams
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<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12700	00001	1014675	413494	03/03/22	7,349.59
	Energy Cap Bill ID=12703	00001	1014676	413494	03/03/22	706.80
	Energy Cap Bill ID=12708	00001	1014677	413494	03/03/22	17,332.65
	Energy Cap Bill ID=12712	00001	1014678	413494	03/03/22	65.34
					Account Total	25,454.38
					Department Total	25,454.38

County of Adams
Vendor Payment Report

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	1014847	413609	03/16/22	3,787.22
	Energy Cap Bill ID=12670	00001	1014617	413342	02/24/22	22.29
	Energy Cap Bill ID=12691	00001	1014618	413342	03/01/22	353.62
	Energy Cap Bill ID=12694	00001	1014663	413494	03/03/22	553.20
					Account Total	4,716.33
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12679	00001	1014619	413342	03/02/22	93.03
	Energy Cap Bill ID=12719	00001	1014656	413492	03/07/22	805.30
					Account Total	898.33
					Department Total	5,614.66

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12686	00001	1014616	413342	03/02/22	9,890.16
					Account Total	9,890.16
					Department Total	9,890.16

County of Adams
Vendor Payment Report

<u>3098</u>	<u>General Capital Improvements</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	ETHOS ENVIRONMENTAL LLC	00004	1014858	413609	03/16/22	850.00
					Account Total	850.00
					Department Total	850.00

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diversion Restitution Payable					
	CAMPBELL KRISTI	00001	1014780	413587	03/16/22	150.00
	DGEB MANAGEMENT LLC	00001	1014779	413587	03/16/22	200.00
	MILE HIGH FLEA MARKET	00001	1014781	413587	03/16/22	50.00
					Account Total	400.00
	Received not Vouchered Clrg					
	ADAMSON POLICE PRODUCTS	00001	1014977	413701	03/17/22	142.50
	ADAMSON POLICE PRODUCTS	00001	1014978	413701	03/17/22	22.45
	ADAMSON POLICE PRODUCTS	00001	1014979	413701	03/17/22	141.25
	ADAMSON POLICE PRODUCTS	00001	1014980	413701	03/17/22	143.99
	ADAMSON POLICE PRODUCTS	00001	1014981	413701	03/17/22	6.95
	ADAMSON POLICE PRODUCTS	00001	1014982	413701	03/17/22	52.95
	ADAMSON POLICE PRODUCTS	00001	1014983	413701	03/17/22	6.95
	ADAMSON POLICE PRODUCTS	00001	1014984	413701	03/17/22	6.95
	ADAMSON POLICE PRODUCTS	00001	1014985	413701	03/17/22	189.60
	ADVANCED LAUNDRY SYSTEMS	00001	1014986	413701	03/17/22	1,575.62
	ALLIED UNIVERSAL SECURITY SERV	00001	1014821	413607	03/16/22	3,652.46
	ALLIED UNIVERSAL SECURITY SERV	00001	1014822	413607	03/16/22	3,933.96
	ALLIED UNIVERSAL SECURITY SERV	00001	1014823	413607	03/16/22	3,687.65
	ALLIED UNIVERSAL SECURITY SERV	00001	1014824	413607	03/16/22	3,638.39
	ALLIED UNIVERSAL SECURITY SERV	00001	1014825	413607	03/16/22	4,841.80
	ALMOST HOME INC	00001	1014864	413690	03/17/22	262,091.33
	BAYAUD ENTERPRISES INC	00001	1014873	413690	03/17/22	30,554.35
	BROTHERS REDEVELOPMENT INC	00001	1014898	413690	03/17/22	13,437.76
	CHARM TEX	00001	1014987	413701	03/17/22	22,715.00
	CHARM TEX	00001	1014988	413701	03/17/22	58,410.00
	COCREATE COEVOLVE LLC	00001	1014828	413607	03/16/22	125.00
	COCREATE COEVOLVE LLC	00001	1014828	413607	03/16/22	125.00
	COLO DIST ATTORNEY COUNCIL	00001	1014945	413694	03/17/22	3,419.90
	COLO DIST ATTORNEY COUNCIL	00001	1014946	413694	03/17/22	2,990.90
	DENVER RESCUE MISSION	00001	1015068	413801	03/18/22	165,294.14
	DHM DESIGNS	00001	1014869	413690	03/17/22	6,788.38
	DHM DESIGNS	00001	1014870	413690	03/17/22	149,759.65
	DHM DESIGNS	00001	1014871	413690	03/17/22	54,151.20
	DLR GROUP	00001	1014829	413607	03/16/22	8,016.20

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	ECI SITE CONSTRUCTION MANAGEME	00001	1014884	413690	03/17/22	404,592.36
	FOUND MY KEYS	00001	1015069	413801	03/18/22	1,220.00
	FOUND MY KEYS	00001	1015070	413801	03/18/22	636.60
	GABLEHOUSE GRANBERG LLC	00001	1014867	413690	03/17/22	47,848.93
	GALLS LLC	00001	1014991	413701	03/17/22	70.00
	GALLS LLC	00001	1014992	413701	03/17/22	157.00
	GALLS LLC	00001	1014993	413701	03/17/22	105.00
	GALLS LLC	00001	1014994	413701	03/17/22	186.70
	GALLS LLC	00001	1014995	413701	03/17/22	183.40
	GALLS LLC	00001	1014996	413701	03/17/22	148.78
	GALLS LLC	00001	1014997	413701	03/17/22	38.00
	GALLS LLC	00001	1014998	413701	03/17/22	126.69
	GALLS LLC	00001	1014999	413701	03/17/22	190.00
	GALLS LLC	00001	1015000	413701	03/17/22	52.00
	GALLS LLC	00001	1015001	413701	03/17/22	76.00
	GALLS LLC	00001	1015002	413701	03/17/22	76.00
	GALLS LLC	00001	1015003	413701	03/17/22	190.00
	GALLS LLC	00001	1015004	413701	03/17/22	118.20
	HILLYARD - DENVER	00001	1014880	413690	03/17/22	25.64
	HILLYARD - DENVER	00001	1014880	413690	03/17/22	60.68
	HILLYARD - DENVER	00001	1014881	413690	03/17/22	531.93
	J. BROWER PSYCHOLOGICAL SERVIC	00001	1015005	413701	03/17/22	2,500.00
	L L JOHNSON DIST	00001	1014863	413690	03/17/22	9,675.00
	MWI ANIMAL HEALTH	00001	1014895	413690	03/17/22	290.39
	MWI ANIMAL HEALTH	00001	1014896	413690	03/17/22	155.26
	PATTERSON VETERINARY SUPPLY IN	00001	1014897	413690	03/17/22	922.34
	SENIOR HUB THE	00001	1014850	413607	03/16/22	74,390.89
	SHERMAN & HOWARD LLC	00001	1014865	413690	03/17/22	1,912.50
	SHERMAN & HOWARD LLC	00001	1014866	413690	03/17/22	2,125.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014832	413607	03/16/22	210.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014833	413607	03/16/22	80.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014834	413607	03/16/22	43.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014835	413607	03/16/22	31.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014836	413607	03/16/22	52.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014837	413607	03/16/22	142.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014839	413607	03/16/22	94.00

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014840	413607	03/16/22	7.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014841	413607	03/16/22	47.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014842	413607	03/16/22	87.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014843	413607	03/16/22	87.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014844	413607	03/16/22	87.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014845	413607	03/16/22	43.75
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1014846	413607	03/16/22	43.50
	SOUTHWESTERN PAINTING	00001	1014849	413607	03/16/22	25,003.00
	SUMMIT FOOD SERVICE LLC	00001	1015006	413701	03/17/22	8,265.21
	SYMMETRY BUILDERS INC	00001	1014874	413690	03/17/22	30,036.61
	TRANSFORMATION POINT INC	00001	1015071	413801	03/18/22	250.00
	TRINITY SERVICES GROUP INC	00001	1015007	413701	03/17/22	1,116.60
	TRINITY SERVICES GROUP INC	00001	1015008	413701	03/17/22	219,743.89
	UKG INC	00001	1014893	413690	03/17/22	1,101.45
	UKG INC	00001	1014893	413690	03/17/22	2,719.47
	UKG INC	00001	1014893	413690	03/17/22	409.29
	WRIGHTWAY INDUSTRIES INC	00001	1014947	413694	03/17/22	76.29
	WRIGHTWAY INDUSTRIES INC	00001	1014947	413694	03/17/22	462.71
	WRIGHTWAY INDUSTRIES INC	00001	1014949	413694	03/17/22	340.56
					Account Total	1,639,108.40
	Retainages Payable					
	ECI SITE CONSTRUCTION MANAGEME	00001	1014884	413690	03/17/22	20,229.62-
	SYMMETRY BUILDERS INC	00001	1014874	413690	03/17/22	1,501.83-
					Account Total	21,731.45-
					Department Total	1,617,776.95

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<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GODFREY JOHNSON PC	00001	1014644	413409	03/14/22	28,364.50
	LEVI RAY & SHOUP	00001	1014652	413422	03/14/22	3,960.00
					Account Total	32,324.50
					Department Total	32,324.50

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<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AAA PEST PROS	00005	1014767	413580	03/16/22	45.00
					Account Total	45.00
					Department Total	45.00

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<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	BUCKEYE WELDING SUPPLY CO INC	00005	1014271	413122	03/09/22	30.60
					Account Total	30.60
	Fuel, Gas & Oil					
	AGFINITY INC	00005	1014267	413122	03/09/22	680.93
					Account Total	680.93
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	1014718	413508	03/15/22	452.64
	UNITED POWER (UNION REA)	00005	1014719	413508	03/15/22	869.12
	UNITED POWER (UNION REA)	00005	1014720	413508	03/15/22	310.26
	UNITED POWER (UNION REA)	00005	1014721	413508	03/15/22	30.64
	UNITED POWER (UNION REA)	00005	1014722	413508	03/15/22	215.46
	XCEL ENERGY	00005	1014275	413122	03/09/22	1,073.90
	XCEL ENERGY	00005	1014276	413122	03/09/22	996.93
					Account Total	3,948.95
	Grounds Maintenance					
	DEN COL SUPPLY	00005	1014273	413122	03/09/22	267.25
	TORO NSN	00005	1014274	413122	03/09/22	233.00
					Account Total	500.25
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	1014268	413122	03/09/22	58.44
	ALSCO AMERICAN INDUSTRIAL	00005	1014269	413122	03/09/22	58.44
	DEEP ROCK WATER	00005	1014272	413122	03/09/22	87.10
					Account Total	203.98
	Vehicle Parts & Supplies					
	HOSEPOWER USA AND/OR COMPLETE	00005	1014270	413122	03/09/22	571.24
	KIMBALL MIDWEST	00005	1014715	413508	03/15/22	555.72
					Account Total	1,126.96
					Department Total	6,491.67

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<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	1014716	413508	03/15/22	285.82
	UNITED POWER (UNION REA)	00005	1014717	413508	03/15/22	1,714.84
	XCEL ENERGY	00005	1014276	413122	03/09/22	1,067.73
					Account Total	3,068.39
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	189.00
					Account Total	189.00
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	470.20
					Account Total	470.20
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	61.20
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	944.00-
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	944.00-
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	2,832.00
					Account Total	1,005.20
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	1,295.00
					Account Total	1,295.00
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	1014765	413579	03/16/22	1,086.47
					Account Total	1,086.47
					Department Total	7,114.26

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<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014908	413694	03/17/22	63.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014909	413694	03/17/22	79.50
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014910	413694	03/17/22	48.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014911	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014912	413694	03/17/22	32.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014913	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014914	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014915	413694	03/17/22	80.50
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014916	413694	03/17/22	32.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014917	413694	03/17/22	24.15
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014918	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014919	413694	03/17/22	80.50
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014920	413694	03/17/22	32.20
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014921	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014922	413694	03/17/22	96.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014923	413694	03/17/22	16.10
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014924	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014925	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014926	413694	03/17/22	64.40
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014927	413694	03/17/22	48.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1014940	413694	03/17/22	80.50
	MIGHTY LITTLE VOICES SPEECH TH	00031	1014894	413690	03/17/22	5,200.00
	SYSCO DENVER	00031	1014905	413690	03/17/22	95.00
	US FOODSERVICE	00031	1014885	413690	03/17/22	1,888.93
	US FOODSERVICE	00031	1014886	413690	03/17/22	100.00
	US FOODSERVICE	00031	1014887	413690	03/17/22	2,065.30
	US FOODSERVICE	00031	1014888	413690	03/17/22	74.70
	US FOODSERVICE	00031	1014889	413690	03/17/22	1,150.30
	US FOODSERVICE	00031	1014890	413690	03/17/22	88.06
	US FOODSERVICE	00031	1014891	413690	03/17/22	1,763.27
	US FOODSERVICE	00031	1014892	413690	03/17/22	170.60
					Account Total	13,826.01
					Department Total	13,826.01

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<u>935122</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	1014648	413410	03/14/22	6,515.84
	GETHSEMANE LUTHERAN CHURCH	00031	1014649	413410	03/14/22	6,408.00
	WESTMINSTER PRESBYTERIAN CHURC	00031	1014650	413410	03/14/22	2,312.69
	WESTMINSTER PUBLIC SCHOOLS	00031	1014651	413410	03/14/22	2,812.00
					Account Total	18,048.53
	Interpreting Services					
	LANGUAGE LINE SERVICES	00031	1014175	412974	03/08/22	36.90
					Account Total	36.90
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	1014647	413410	03/14/22	168.92
	L & N SUPPLY COMPANY INC	00031	1014174	412974	03/08/22	663.90
					Account Total	832.82
	Telephone					
	CENTURY LINK	00031	1014645	413410	03/14/22	146.44
	CENTURY LINK	00031	1014646	413410	03/14/22	203.63
	CENTURY LINK	00031	1014172	412974	03/08/22	414.49
	CENTURY LINK	00031	1014173	412974	03/08/22	146.61
					Account Total	911.17
					Department Total	19,829.42

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<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	1014941	413694	03/17/22	4,835.17
	COLO FRAME & SUSPENSION	00019	1014942	413694	03/17/22	2,132.40
	COLO FRAME & SUSPENSION	00019	1014943	413694	03/17/22	1,556.57
	TRISTAR RISK MANAGEMENT	00019	1014851	413607	03/16/22	2,160.00
					Account Total	10,684.14
	Retiree Dental - Delta Premier					
	DELTA DENTAL OF COLORADO	00019	1014776	413581	03/16/22	16,078.86
	DELTA DENTAL OF COLORADO	00019	1014778	413581	03/16/22	16,078.56
	DELTA DENTAL OF COLORADO	00019	1014789	413581	03/16/22	16,397.06
					Account Total	48,554.48
					Department Total	59,238.62

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<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	COLO OCCUPATIONAL MEDICINE PHY	00019	1014711	413506	03/15/22	265.00
	THE ARTWORKS UNLIMITED LLC	00019	1014710	413506	03/15/22	475.00
					Account Total	740.00
	General Liab - Other than Prop					
	ELKUS & SISSON PC AND	00019	1014694	413502	03/15/22	25.00
					Account Total	25.00
					Department Total	765.00

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<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	CHRISTENSEN MELANIE	00001	1014706	413505	03/15/22	473.25
					Account Total	473.25
	Other Professional Serv					
	ELECTRONIC RECYCLERS INTERNATI	00001	1014708	413505	03/15/22	1,553.19
					Account Total	1,553.19
					Department Total	2,026.44

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<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	FARMERS RESERVOIR & IRRIGATION	00001	1015050	413780	03/18/22	10,000.00
					Account Total	10,000.00
	Maintenance Contracts					
	KNS COMMUNICATIONS CONSULTANTS	00001	1014686	413499	03/15/22	600.00
					Account Total	600.00
	Other Professional Serv					
	APEX SYSTEMS GROUP LLC	00001	1014696	413501	03/15/22	235.00
	APEX SYSTEMS GROUP LLC	00001	1014697	413501	03/15/22	140.00
	APEX SYSTEMS GROUP LLC	00001	1014698	413501	03/15/22	3,164.10
	APEX SYSTEMS GROUP LLC	00001	1014699	413501	03/15/22	249.99
	COMMUNICATION CONSTRUCTION & E	00001	1014684	413499	03/15/22	3,330.00
	UTILITY NOTIFICATION CENTER OF	00001	1014685	413499	03/15/22	205.40
					Account Total	7,324.49
	Telephone					
	WINDSTREAM COMMUNICATIONS	00001	1014704	413505	03/15/22	1,309.36
					Account Total	1,309.36
					Department Total	19,233.85

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<u>1081</u>	<u>Long Range Strategic Planning</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	SIR SPEEDY	00001	1014176	412979	03/08/22	1,177.00
					Account Total	1,177.00
					Department Total	1,177.00

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1015	People Services	Fund	Voucher	Batch No	GL Date	Amount
	Insurance Premiums					
	DELTA DENTAL OF COLORADO	00001	1014777	413581	03/16/22	26.10
	DELTA DENTAL OF COLORADO	00001	1014786	413581	03/16/22	26.10
	DELTA DENTAL OF COLORADO	00001	1014795	413581	03/16/22	26.10
					Account Total	78.30
					Department Total	78.30

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<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fair Expenses-General					
	PIPKIN CHRISTOPHER R	00001	1013728	412153	02/25/22	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

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<u>3019</u>	<u>PW - Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	1014602	413341	03/11/22	20,877.24
	AURORA CITY OF	00013	1014603	413341	03/11/22	315,359.51
	BENNETT TOWN OF	00013	1014604	413341	03/11/22	12,735.89
	BRIGHTON CITY OF	00013	1014605	413341	03/11/22	158,118.94
	COMMERCE CITY CITY OF	00013	1014606	413341	03/11/22	193,791.52
	FEDERAL HEIGHTS CITY OF	00013	1014607	413341	03/11/22	29,816.05
	NORTHGLENN CITY OF	00013	1014608	413341	03/11/22	97,013.81
	THORNTON CITY OF	00013	1014609	413341	03/11/22	350,461.40
	WESTMINSTER CITY OF	00013	1014610	413341	03/11/22	181,349.67
					Account Total	1,359,524.03
					Department Total	1,359,524.03

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3032	PW - Bridges	Fund	Voucher	Batch No	GL Date	Amount
	Infrastruc Rep & Maint					
	FARMERS RESERVOIR & IRRIGATION	00013	1014247	413110	03/09/22	525.00
	FARMERS RESERVOIR & IRRIGATION	00013	1014248	413110	03/09/22	102.85
	FARMERS RESERVOIR & IRRIGATION	00013	1014249	413110	03/09/22	900.90
					Account Total	1,528.75
					Department Total	1,528.75

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<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	ALESCO APPRAISAL INC	00013	1014643	413353	03/11/22	5,500.00
	DANIELS REAL ESTATE SERVICES	00013	1014457	413217	03/10/22	8,500.00
	DANIELS REAL ESTATE SERVICES	00013	1014458	413217	03/10/22	8,500.00
	DANIELS REAL ESTATE SERVICES	00013	1014459	413217	03/10/22	8,500.00
	DANIELS REAL ESTATE SERVICES	00013	1014460	413217	03/10/22	8,500.00
	EMPIRE TITLE NORTH LLC	00013	1014740	413522	03/15/22	207,242.75
					Account Total	246,742.75
	Road & Streets					
	BRIENZA JAMES E	00013	1014461	413217	03/10/22	19,840.00
	C & K FOOD & GAS	00013	1014075	412755	03/04/22	5,400.00
	GURUNG KHAGENDRA	00013	1014856	413614	03/16/22	1,308.00
	TRIPLE B VENTURES LLC	00013	1014462	413217	03/10/22	13,430.00
	UNITED POWER INC	00013	1014642	413353	03/11/22	303,830.23
					Account Total	343,808.23
					Department Total	590,550.98

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<u>97755</u>	<u>Recover CO Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Supp Svcs-Housing Expenses					
	PINETREE APARTMENTS LLC	00035	1014464	413223	03/10/22	<u>2,910.00</u>
					Account Total	<u>2,910.00</u>
					Department Total	<u><u>2,910.00</u></u>

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<u>13</u>	<u>Road & Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DESIGN WORKSHOP	00013	1014876	413690	03/17/22	14,685.00
	DOUBLE R EXCAVATING INC	00013	1014882	413690	03/17/22	2,464.00
	EST INC	00013	1014868	413690	03/17/22	24,890.75
	HDR ENGINEERING INC	00013	1014878	413690	03/17/22	3,645.00
	HUITT-ZOLLARS INC	00013	1014862	413690	03/17/22	1,000.00
	KUMAR & ASSOCIATES INC	00013	1014875	413690	03/17/22	1,205.00
	OFFICESCAPES OF DENVER LLLP	00013	1014900	413690	03/17/22	22,464.32
	SCOTT CONTRACTING	00013	1014883	413690	03/17/22	194,664.45
	SHORT ELLIOTT HENDRICKSON INC	00013	1014879	413690	03/17/22	3,354.50
					Account Total	268,373.02
	Retainages Payable					
	SCOTT CONTRACTING	00013	1014883	413690	03/17/22	9,733.22-
					Account Total	9,733.22-
					Department Total	258,639.80

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<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	119.04
					Account Total	119.04
					Department Total	119.04

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<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	931.70
					Account Total	931.70
	Other Professional Serv					
	ERGOMETRICS & APPLIED PERSONNE	00001	1014705	413504	03/15/22	105.00
	POINT SPORTS/ERGOMED	00001	1014703	413504	03/15/22	360.00
	PSYCHOLOGICAL DIMENSIONS	00001	1014812	413504	03/15/22	750.00
					Account Total	1,215.00
					Department Total	2,146.70

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<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	446.09
					Account Total	446.09
					Department Total	446.09

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<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	TYGRETT DEBRA R	00001	1014712	413504	03/15/22	565.00
					Account Total	565.00
					Department Total	565.00

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<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	CENTURY LINK	00001	1014700	413504	03/15/22	85.00
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	40.01
					Account Total	125.01
					Department Total	125.01

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<u>2071</u>	<u>SHF- Detention Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	397.04
					Account Total	397.04
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	1014702	413504	03/15/22	400.00
	PSYCHOLOGICAL DIMENSIONS	00001	1014812	413504	03/15/22	1,575.00
					Account Total	1,975.00
					Department Total	2,372.04

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<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	30.30
					Account Total	30.30
					Department Total	30.30

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<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	ADAMS COUNTY COMMUNICATION CEN	00001	1014745	413568	03/15/22	58,034.97
					Account Total	58,034.97
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	177.15
					Account Total	177.15
					Department Total	58,212.12

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<u>2017</u>	<u>SHF- Patrol Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	504.58
					Account Total	504.58
	Other Professional Serv					
	COLO OCCUPATIONAL MEDICINE PHY	00001	1014744	413504	03/15/22	210.00
					Account Total	210.00
					Department Total	714.58

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<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SOMMERS CHRISTOPHER	00001	1014709	413504	03/15/22	2.00
					Account Total	2.00
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	40.01
					Account Total	40.01
					Department Total	42.01

County of Adams
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1014713	413504	03/15/22	314.41
					Account Total	314.41
					Department Total	314.41

County of Adams
Vendor Payment Report

<u>35</u>	<u>Workforce & Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	EXPRESS SERVICES INC	00035	1014906	413694	03/17/22	2,715.77
	EXPRESS SERVICES INC	00035	1014907	413694	03/17/22	2,699.68
					Account Total	5,415.45
					Department Total	5,415.45

County of Adams
Vendor Payment Report

Grand Total 6,101,077.83



**Board of County Commissioners
Minutes of Commissioners' Proceedings**

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Lynn Baca - District #5

**Tuesday
March 22, 2022
9:30 AM**

1. ROLL CALL

Rollcall

Present: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

Excused: 1 - Commissioner Pinter

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Agenda be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

Absent: 1 - Commissioner Henry

4. AWARDS AND PRESENTATIONS

5. PUBLIC COMMENT

A. Citizen Communication

During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Consent Calendar be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

Absent: 1 - Commissioner Henry

- A.** List of Expenditures Under the Dates of March 7-11, 2022
- B.** Minutes of the Commissioners' Proceedings from March 15, 2022
- C.** Resolution Approving Subordination of Reversion in Deeds for Parcels of Land Conveyed to Rangeview Library District
- D.** Resolution Accepting a Quitclaim Deed from Denver Mart Industrial Partners JV LLLP to Adams County for Right-of-Way Purposes for East 58th Avenue
- E.** Resolution Accepting a Quitclaim Deed from Denver Mart Industrial Partners JV LLLP to Adams County for Right-of-Way Purposes for Washington Street
- F.** Resolution Accepting Quitclaim Deed in Lieu of Condemnation Conveying Property from Public Service Company of Colorado to Adams County for Road Right-of-Way
- G.** Resolution Recommending Acceptance of a Permanent Drainage Easement from Federal Partners, LLC, to Adams County for Right-of-Way Purposes
- H.** Resolution Approving Right-of-Way Agreement between Adams County and James E. Brienza and Gerard J. Brienza and Traci J. Russo for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
- I.** Resolution Approving the Bill of Sale between Metro Water Recovery and Adams County for the York Street Phase I Project
- J.** Resolution Approving the Utility Conversion Agreement between the Public Service Company of Colorado dba Xcel Energy and the County of Adams Regarding the York Street Phase II Project
- K.** Resolution Approving Amendment One to the Intergovernmental Agreement between Adams County, Colorado and South Adams County Water and Sanitation District Regarding the Dahlia Street Phase I - SH 224 to East 78th Avenue Project

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Two to the Agreement between Adams County and Allied Recycled Aggregates, in the Amount of \$318,820.00, for 2022 Crushed Recycled Aggregates

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this New Business be approved. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. PLN2022-00002 Quantum 56 Special District Service Plan

A motion was made by Commissioner Tedesco, seconded by Commissioner O'Dorisio, that this Land Use Hearing be approved. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

2. PLT2021-00031 Brendle Minor Subdivision Final Plat

A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:

Aye: 4 - Commissioner Henry, Commissioner Tedesco, Commissioner O'Dorisio, and Commissioner Baca

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Major Subdivision, Final Plat for Quantum 56, Filing No. 1
FROM: Jenni Grafton Hall, Community and Economic Development Director
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Subdivision Improvements Agreement for Quantum 56, Filing No. 1.

BACKGROUND:

EFG Denver, on behalf of Quantum 56 Phase 1, LLC, is requesting a major subdivision final plat for the proposed Quantum 56, Filing 1 subdivision. The final plat consists of six industrial lots, six tracts, which includes the private streets to serve the proposed subdivision. The applications are submitted with the intention of redeveloping the site into an industrial business park or logistics center.

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. The proposed request conforms to all requirements outlined in the Development Standards and Regulations (see attached staff report). The proposed lots conform to the minimum lot size required for development in the Industrial-2 (I-2) zone district, as well as all associated public improvements.

Per Section 5-02-05 of the County's Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required with approval of a final plat. The required improvements include construction of infrastructure, such as drainage and traffic improvements to serve development. Staff has reviewed the SIA and determined the proposed agreement complies with the County's Development Standards and Regulations (See Exhibit 3.3).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

- BOCC staff report and packet
- Resolution approving application in case SIA2022-00002

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CASE #SIA2022-00002 SUBDIVISION IMPROVEMENTS
AGREEMENT FOR QUANTUM 56, FILING NO. 1

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way or submit cash-in-lieu; and,

WHEREAS, on March 29, 2022, the Board of County Commissioners, in Case No. PLT2021-00045, Quantum 56, Filing No. 1, approved a Final Plat to allow 6 lots and 6 tracts on 60.3 acres in the Industrial-2 (I-2) zone district; and,

WHEREAS, the Developer will provide collateral to meet the terms of the agreement prior to the issuance of any permit within the subdivision; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement for Quantum 56, Filing No. 1 , Case No. SIA2022-00002.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Subdivision Improvements Agreement for Quantum 56, Filing No. 1, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute this AGREEMENT on behalf of the County of Adams, State of Colorado.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NO.: PLT2021-00045
CASE NAME: QUANTUM 56, FILING NO. 1**

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EXHIBIT 2- Maps

- 2.1 Aerial Map
- 2.2 Zoning Map
- 2.3 Future Land Use Map

EXHIBIT 3- Applicant Information

- 3.1 Applicant Written Explanation
- 3.2 Applicant Final Plat
- 3.3 Applicant Subdivision Improvements Agreement

EXHIBIT 4- Referral Comments

- 4.01 Adams County Development Review Team
- 4.02 Adams County Fire Protection District
- 4.03 Adams County Sheriff
- 4.04 Colorado Department of Public Health & Environment
- 4.05 Colorado Division of Water Resources
- 4.06 Denver Water
- 4.07 Lumen
- 4.08 Metro Water Recovery
- 4.09 North Pecos Water & Sanitation District
- 4.10 Regional Transportation District
- 4.11 Public Service Company of Colorado DBA Xcel Energy

EXHIBIT 5- Citizen Comments

- 5.1 BNSF Railroad

EXHIBIT 6- Associated Case Materials

- 6.1 Request for Comments
- 6.2 Referral Agency Labels
- 6.3 Property Owner Notification



**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

STAFF REPORT

Board of County Commissioners

March 29, 2022

CASE No.: PLT2021-00045	CASE NAME: Quantum 56, Filing No. 1
Owner's Name:	Quantum 56 Phase 1, LLC
Applicant's Name:	Sarah Lavery, EFG Denver.
Applicant's Address:	1035 Osage St., Ste. 824, Denver, CO 80204
Location of Requests:	465 W. 56 th Avenue
Nature of Requests:	1) Major Subdivision Final Plat for 6 lots and 6 tracts; 2) Subdivision Improvements Agreement (SIA)
Zone District:	Industrial-2 (I-2)
Site Size:	60.3 acres
Proposed Uses:	Industrial
Existing Use:	Vacant
Hearing Date(s):	BoCC: March 29, 2022 / 9:30 a.m.
Report Date:	March 8, 2022
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact, 1 Condition Precedent, 4 Conditions, and 2 Notes

SUMMARY OF PREVIOUS APPLICATIONS

On December 7, 2021, the Board of County Commissioners approved a major subdivision preliminary plat for Quantum 56, Filing No. 1 to create six lots and six tracts on 60.3 acres. On the same date, the Board of County Commissioners approved a rezoning on a portion of the overall site to Industrial-2 (I-2), resulting in an I-2 zone district encompassing the entire site.

SUMMARY OF APPLICATION

Background:

EFG Denver, on behalf of Quantum 56 Phase 1, LLC, is requesting a major subdivision final plat for the proposed Quantum 56, Filing 1 subdivision. The final plat consists of six industrial lots, six tracts, which includes the private streets to serve the proposed subdivision. The applications

are submitted with the intention of redeveloping the site into an industrial business park or logistics center.

Site Characteristics:

The subject site is located approximately 2,300 feet to the northwest of the intersection of Broadway Street and West 56th Avenue and is currently undeveloped. West 56th Avenue, abutting the site to the south, provides direct access to the development, and will serve as the main entrance for the proposed subdivision.

The existing properties are known to be the former Koppers site, which once operated as a creosote-based wood treatment facility. These operations ceased in 2020 and decommissioning was recently completed. At the current time, the site is vacant. The subject property is covered by an Environmental Covenant that runs with the land in perpetuity or until such time that the Colorado Department Public Health and Environment modifies or terminates the covenant. The proposed final plat references the covenant restrictions. The existing covenant includes the prohibition of residential, agricultural, or public land uses.

Development Standards and Regulations Requirements

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On December 7, 2021, the Board of County Commissioners approved a preliminary plat on the subject property. The subject request conforms to the corresponding section of the approved preliminary plat.

The proposed plat conforms to the criteria for approval for a major subdivision final plat as outlined in Section 2-02-19-04-05 of the County's Development Standards. These standards include conformance to the County's Comprehensive Plan, the subdivision design standards, evidence of adequate water and sewer supply, adequate drainage improvements, adequate public infrastructure, and compatibility with the surrounding area. Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access. The property is located within the I-2 zone district which has a minimum two-acre lot size and a minimum lot width requirement of 125 feet. All lots conform to the minimum dimensional requirements for the I-2 zone district. In addition, all the proposed lots will have access through private roadways. A waiver from subdivision design standards to allow lots served by private roadways was approved with the preliminary plat.

The applicant has also provided evidence of adequate water and sewer to service the property. The application documents included a letter from the North Pecos Water & Sanitation District stating that adequate water supply is available to support the proposed development. Additionally, the subdivision may also be served by the District for sewage disposal. The Colorado Division of Water Resources reviewed the project and confirmed the availability of adequate water supply to support the development.

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvement agreement (SIA) is required with a final plat. The SIA allows for construction of infrastructure to mitigate the development's impacts. The infrastructure includes the privately-

owned W. 56th Avenue Water Quality Ponds, roadway improvements to West 56th Avenue, and potentially a traffic signal at the intersection of W. 56th Avenue & Broadway Street. The County and the Developer acknowledge that existing County right of way at 56th and Broadway is not sufficient for construction of the proposed traffic signal and will require land to be purchased or an easement granted from a third party prior to construction. The cost of such purchase or easement shall be borne by the Developer. Failure to obtain the required land or easement shall not be considered a default under this SIA and, in the event one or the other has not been obtained on or before December 31, 2022, the Developer shall submit an alternate plan for traffic control at 56th and Broadway for the County's review and approval. The applicant will be expected to comply with the terms of this agreement prior to the issuance of building permits.

Future Land Use Designation/Comprehensive Plan:

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Industrial future land use designation is to provide for a wide range of employment uses, including manufacturing. The request to create large lots with larger building envelopes will encourage this type of development in the area. In addition, the creation of a subdivision will enhance the overall infrastructure in the area, which will better serve the long-term goals of the County's Comprehensive Plan. The proposed use of the property as a business park or heavy logistics center on a 60-acre redevelopment site is consistent with the future land use designation.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-3 Railroad	North I-3 Railroad	Northeast I-2 Warehousing/Logistics
West I-3 Heavy Manufacturing & Processing	Subject Properties I-2, I-3 Vacant	East I-2 Warehousing/Logistics
Southwest I-3 Outdoor Storage	South I-2 Industrial	Southeast I-3 Warehousing/Logistics

Compatibility with the Surrounding Area:

The surrounding properties are all utilized in a manner which is consistent with I-2 zoning and development. These properties are developed with a mix of industrial uses which includes warehousing and logistics on the eastern border of the site. The proposed redevelopment of the site would be very compatible to the surrounding area.

Per Section 8-02-02 of the County's Development Standards and Regulations, a traffic impact study is required with these applications. The traffic impact study recommended improvements to West 56th Avenue, which is included within the SIA. This will ensure that the development has the necessary infrastructure to serve it without negatively impacting the surrounding land uses.

These applications are compatible with the overall area and are not detrimental to public health and safety. Approval of these requests will be consistent with the character of development activities in the area.

Staff Recommendations:

Based upon the application, the criteria for approval of a final plat, and recent site visit, staff recommends approval of this request with 7 findings-of-fact, 1 condition precedent, 4 conditions, and 2 notes.

Recommended Findings-of-Fact

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Condition Precedent:

1. Prior to the issuance of any permit for the site, the construction of public improvements shall receive preliminary acceptance from the Public Works Department, as specified in the Subdivision Improvements Agreement.

Recommended Conditions:

1. Should a new Corrective Action Plan and/or Environmental Covenant be approved by the Colorado Department of Public Health and Environment, the applicant shall submit those documents to the Adams County Community and Economic Development Department for review.
2. Per the existing Corrective Action Plan and Environmental Covenant, the subject property is a zero-discharge facility and as such is required to retain and infiltrate on-site stormwater within the existing basin located up-gradient of the groundwater treatment zone.
3. The private roadways shall not have restricted access or gates unless approved by the Director of Community and Economic Development.

4. The private roadways will be designed and constructed in accordance with the standards of the Adams County Fire & Rescue Protection District and as approved by Adams County.

Recommended Notes to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The applicant is required to obtain a separate grading permit prior to importing any amount of inert fill material onto the subject property, which includes demonstrating the fill material meets the definition of inert fill material.

CITIZEN COMMENTS

Notifications Sent	Comments Received
114	1

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has received one comment. BNSF Railroad provided concerns related to how this approval could impact their facilities. The applicant provided a response letter to BNSF, and no further comments were received by the County.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no outstanding concerns with the proposed applications.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

Responding without Concerns:

Adams County Fire Protection District
Adams County Sheriff
Colorado Department of Transportation
CDNR-Division of Water Resources
Denver Water
Lumen
Metro Water Recovery
North Pecos Water & Sanitation District
Public Service Company of Colorado DBA Xcel Energy
RTD

Notified but not Responding / Considered a Favorable Response:

Berkeley Sanitation District
CDNR-Division of Mining & Reclamation Safety
CDNR-Division of Wildlife
Colorado Geological Survey
Comcast
Crestview Water & Sanitation District

Fisher Ditch Company
Mapleton School District #1
North Lincoln Water & Sanitations District
North Washington Water & Sanitation District
Pecos Logistics Park Metro District
Tri-County Health Department
Union Pacific Railroad
U.S. Environmental Protection Agency
U.S. Post Office
Welby Citizen Group
Westminster School District #50



Legend

- Railroad
- Major Water
- - - Zoning Line
- Sections

Quantum 56

PLT2021-00045

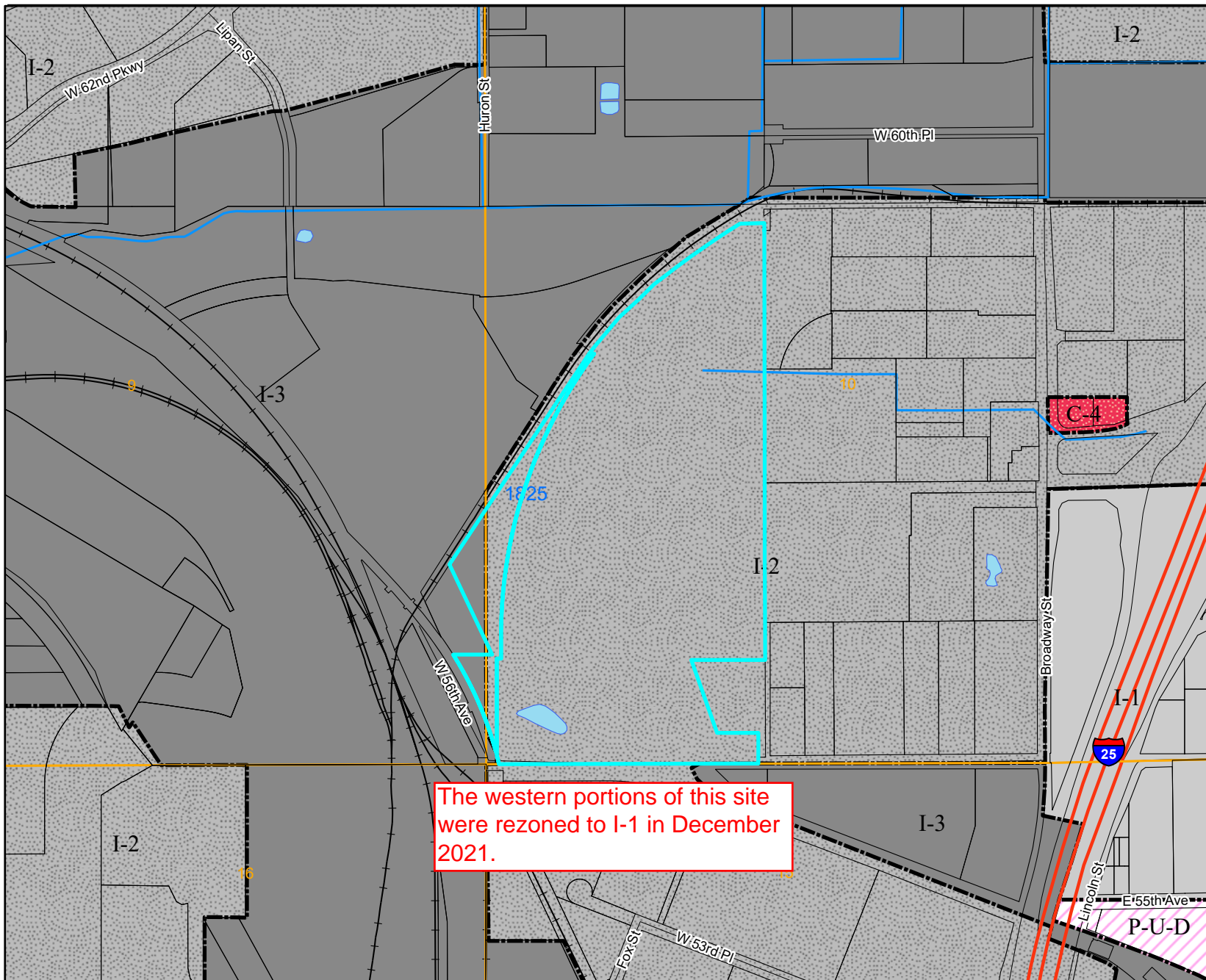


For display purposes only.

AD.

TY

This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

Quantum 56

PLT2021-00045

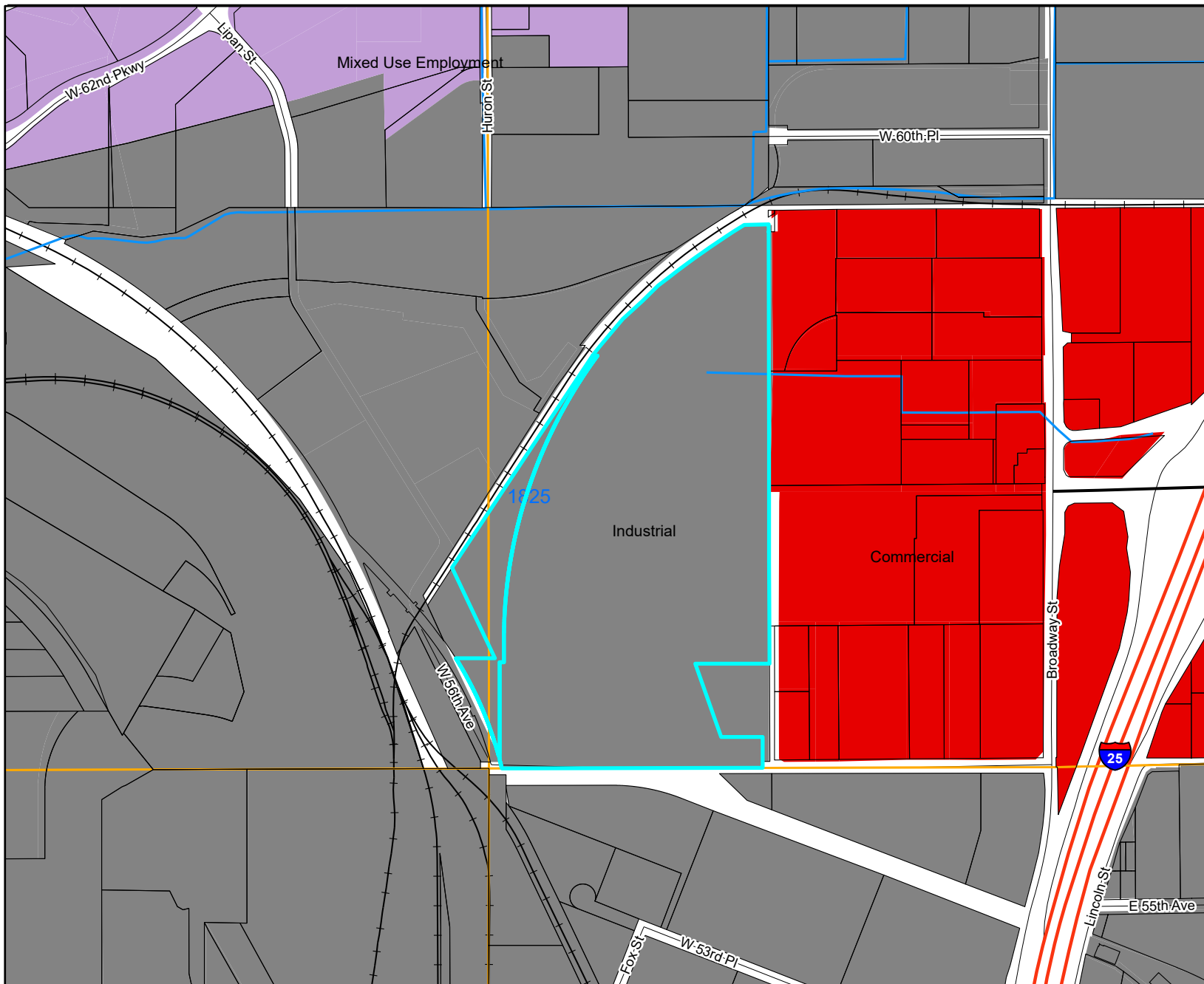


For display purposes only.

AD

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Legend

- +— Railroad
- Major Water
- - - Zoning Line
- ▭ Sections

Quantum 56

PLT2021-00045



For display purposes only.

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by the Adams County GIS
group, which assumes no
responsibility for its accuracy

Subdivision Application
Quantum 56 (FKA Koppers Site)
465 W 56th Ave
Parcels 0182510300004, 0182510300003

The Koppers site operated as a creosote-based wood treatment facility (railroad ties and utility poles) dating back to the early 1920's. These operations ceased in 2020 and decommissioning was recently completed. To enable the redevelopment of the site into a commercial industrial business park of roughly 862,000 sf, applicant is concurrently processing and seeking approval of a subdivision plat and rezoning. The subdivision seeks to create six (6) lots to accommodate building development, as well as three (3) tracts for stormwater ponds, one (1) tract for public roads, one (1) tract for an open space amenity area, and two (2) tracts for Directors' parcels for a proposed Metropolitan. All lots and tracts will be privately owned, but should a Metropolitan District be formed, the stormwater, public road, and amenity area tracts would be transferred to a Metropolitan District to be owned and maintained.

Applicant believes the subdivision plat is warranted for the following reasons:

- The plat is consistent with the Adams County Comprehensive Plan and in conformance with the Adams County Development Standards, including subdivision design standards. The Future Land Use plan envisions Industrial uses on this property and to the north, west and south, and commercial uses to the east. The subdivision plat allows this property to develop as a commercial industrial business park, which is consistent with the Comp Plan and an ideal transition from commercial to industrial.
- The project is within the North Pecos Water and Sanitation Department, which has provided Will Serve letters for water and sewer.
- The plat provides for adequate drainage infrastructure that complies with Adams County Standards and Regulations and there are three separate tracts within this plat for stormwater ponds.
- The proposed subdivision will facilitate redevelopment into a commercial industrial business park that:
 - o Promotes economic development and job creation within the County;
 - o Is compatible with the historical site grading and soil conditions and redevelopment will be more protective of human health and the environment than the current use;
 - o Incorporates natural physical features and incorporates an open space tract for park employees;
 - o Provides access to all proposed lots off a public road (56th Avenue) via a central "T" shaped tract (to be owned and maintained by a proposed Metropolitan District) and additional private easements between lot owners (recorded by separate instrument) to ensure enhance circulation;
 - o Fosters implementation of County plans;
 - o Furthers the cost-effective delivery of services to the rest of the County; and
 - o Continues the historic industrial use, which is consistent with all properties surrounding the subdivision.
- The overall density of the planned development within the proposed subdivision conforms to the existing and proposed zone district density allowance.
- Finally, the proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the

QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

PURPOSE STATEMENT:

THIS QUANTUM 56 FILING NO. 1 - FINAL PLAT IS INTENDED TO SUBDIVIDE 60.295 ACRES INTO 6 COMMERCIAL LOTS, AND 6 TRACTS

LEGAL DESCRIPTION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND

A PARCEL OF LAND BEING A PART OF THAT PROPERTY DESCRIBED IN BOOK 3527 PAGE 306 OF THE RECORDS OF ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 10 AND 15 AND CONSIDERING THE CENTER SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 10 TO BEAR NORTH 00°10'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°10'45" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 490.00 FEET TO THE NORTH LINE OF LOT 1, LAYTON TRUCK EQUIPMENT SUBDIVISION RECORDED AT RECEPTION NUMBER 2008000010084 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID LOT 1 THE FOLLOWING FOUR COURSES:

- 1) SOUTH 89°51'58" WEST, A DISTANCE OF 346.60 FEET;
- 2) SOUTH 19°34'42" EAST, A DISTANCE OF 365.87 FEET;
- 3) NORTH 89°51'58" EAST, A DISTANCE OF 195.08 FEET;
- 4) SOUTH 00°10'45" EAST, A DISTANCE OF 115.00 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 56TH AVENUE AS RECORDED IN ADAMS COUNTY ROAD PETITION 502;

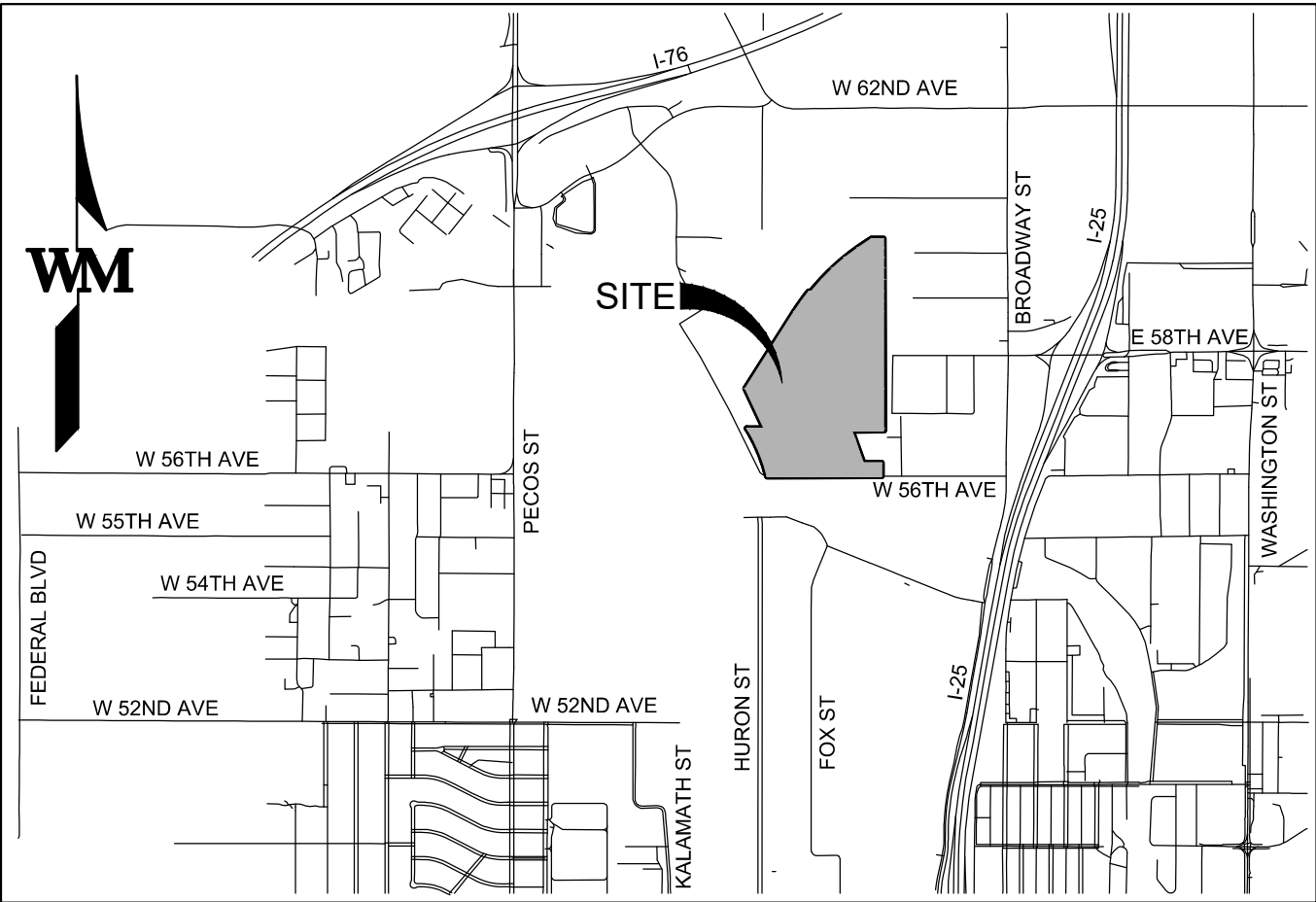
THENCE SOUTH 89°51'58" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,235.04 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE REGIONAL TRANSPORTATION DISTRICT DESCRIBED AT RECEPTION NUMBER 2011000085351 IN SAID RECORDS AND A NON-TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 0°25'49", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 13.01 FEET, AND A CHORD THAT BEARS NORTH 14°26'26" WEST, A DISTANCE OF 13.01 FEET TO A POINT OF NON-TANGENCY;
THENCE NORTH 00°02'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 6.12 FEET;
THENCE NORTH 25°20'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 7.70 FEET TO A NON-TANGENT CURVE TO THE LEFT;
THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 16°44'04", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 506.17 FEET, AND A CHORD THAT BEARS NORTH 23°41'35" WEST, A DISTANCE OF 504.37 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHERLY LINE OF A PARCEL DESCRIBED AT RECEPTION NUMBER 2010000086807 IN SAID RECORDS;
THENCE SOUTH 89°54'33" EAST ALONG SAID PARCEL, A DISTANCE OF 183.99 FEET;
THENCE NORTH 24°55'49" WEST ALONG SAID PARCEL, A DISTANCE OF 475.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD RECORDED IN PAGE 415 OF BOOK 146 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SIX COURSES:

- 1) NORTH 32°34'04" EAST, A DISTANCE OF 959.95 FEET TO A TANGENT CURVE TO THE RIGHT;
- 2) ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 4°38'06", A RADIUS OF 2796.60 FEET, AN ARC LENGTH OF 226.24 FEET, AND A CHORD THAT BEARS NORTH 35°08'00" EAST, A DISTANCE OF 226.17 FEET TO A POINT OF NON-TANGENCY;
- 3) NORTH 89°49'04" EAST, A DISTANCE OF 33.75 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 4) ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°30'18", A RADIUS OF 2252.00 FEET, AN ARC LENGTH OF 884.55 FEET, AND A CHORD THAT BEARS NORTH 47°37'16" EAST, A DISTANCE OF 878.88 FEET;
- 5) THENCE NORTH 58°52'25" EAST, A DISTANCE OF 28.56 FEET;
- 6) THENCE NORTH 89°28'31" EAST, A DISTANCE OF 128.35 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 00°11'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 1224.02 FEET TO THE CENTER SOUTHWEST SIXTEENTH CORNER OF SECTION 10;
THENCE SOUTH 00°10'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 833.89 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A SURVEYED AREA OF 2,626,447 SQUARE FEET OR 60.295 ACRES, MORE OR LESS



VICINITY MAP
SCALE 1" = 2000'

DEDICATION STATEMENT:

THE UNDERSIGNED OWNERS HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME QUANTUM 56 FILING NO. 1 - FINAL PLAT. THE UNDERSIGNED DOES HEREBY GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND / OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

OWNER:

QUANTUM 56 PHASE I LLC

BY: PALMER LETZERICH AS: SENIOR MANAGING DIRECTOR

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF)SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

THIS DAY OF , 20

BY: PALMER LETZERICH AS: SENIOR MANAGING DIRECTOR OF QUANTUM 56 PHASE I LLC

NOTARY PUBLIC

MY COMMISSION EXPIRES:

MY ADDRESS IS:

STORM WATER MAINTENANCE MANUAL:

THE APPROVED STORM WATER MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER OFFICE AT RECEPTION NO. .

STORM DRAINAGE FACILITIES STATEMENT:

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

SURVEYOR'S CERTIFICATE:

I, JUSTIN C. SCHEITLER, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN. I FURTHER CERTIFY THAT THIS PLAT IS BASED ON MY KNOWLEDGE INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER
COLORADO P.L.S. NO. 38430
FOR & ON BEHALF OF:
WARE MALCOMB
900 SOUTH BROADWAY, SUITE 320
DENVER, CO 80209
303.561.3333

ADAMS COUNTY ATTORNEY OFFICE:

APPROVED AS TO FORM

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS DAY OF , 20 .

CHAIR

CERTIFICATE OF CLERK AND RECORDER:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT : .M. ON THE DAY OF , A.D., 20 .

COUNTY CLERK AND RECORDER

BY: DEPUTY

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900 south broadway suite 320 denver, co 80209 p. 303.561.3333 waremalcomb.com	WARE MALCOMB CIVIL ENGINEERING & SURVEYING	NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO.	DCS20-4073		SHEET 1 Sheet 1 of 5
		1	01/25/2022	COUNTY COMMENTS				PA/PM:	TS		
								DRAWN:	AJ		
								DATE:	12/08/2021		
								SCALE:	NA		

QUANTUM 56 FILING NO. 1 - FINAL PLAT

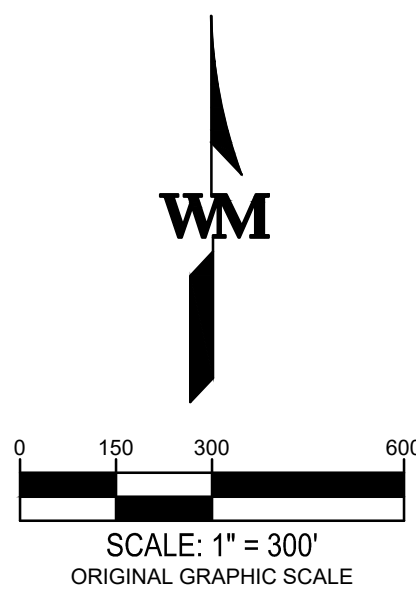
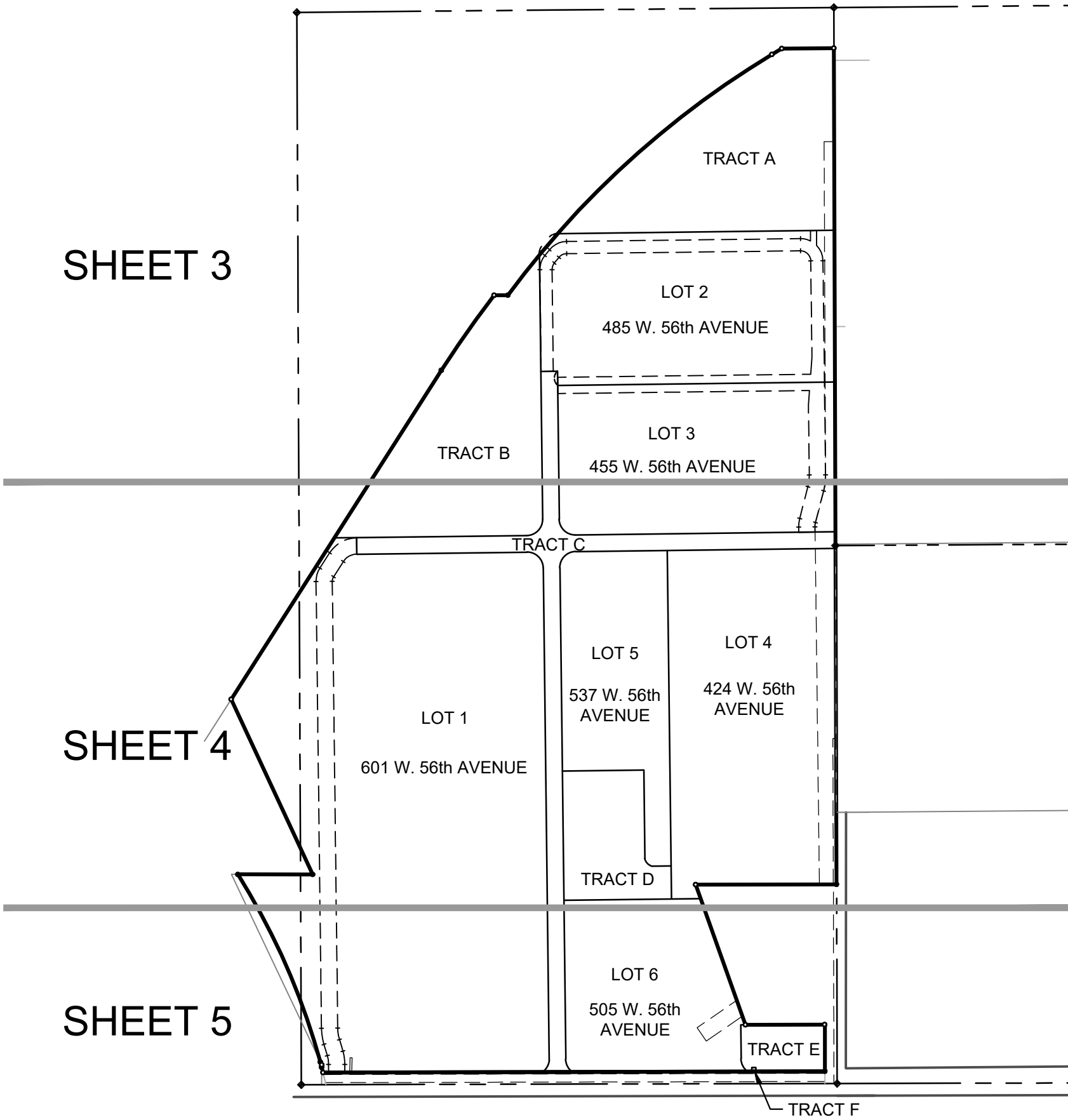
A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

TRACT SUMMARY TABLE

TRACT	USE	AREA (SF)	AREA (AC)	MAINTENANCE	OWNER
A	DRAINAGE	195,183	4.481	OWNER	OWNER
B	DRAINAGE	191,613	4.399	OWNER	OWNER
C	ACCESS, UTILITY, DRAINAGE	118,963	2.731	OWNER	OWNER
D	OPEN SPACE / ACCESS	69,050	1.585	OWNER	OWNER
E	DRAINAGE	23,475	0.539	OWNER	OWNER
F	FUTURE DIRECTOR PARCEL	100	0.002	OWNER	OWNER
TOTAL		598,384	13.737		

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACTS ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, WITH AN ASSUMED BEARING OF NORTH 00°10'45" WEST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO, AND IS MONUMENTED AS SHOWN HEREON.
4. BASED ON A REVIEW OF FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08001C0611H DATED MARCH 5, 2007 THE SUBJECT PROPERTY FALLS ENTIRELY WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105).
6. THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.
7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB, RELIED UPON THE FOLLOWING FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-N0036105-010-T02, EFFECTIVE DATE DECEMBER 15, 2021.
8. PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT (ADAMS COUNTY RECEPTION NO. 2007000106406, 11/15/2007) HELD BY COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT PURSUANT TO SECTION 25-15-321, C.R.S. THE ENVIRONMENTAL COVENANT WILL BE SUPERSEDED BY A RESTRICTIVE NOTICE AND RECORDED IN THE ADAMS COUNTY RECORDS.
9. TRACTS A, B AND E ARE FOR DRAINAGE PURPOSES AND ARE TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.
10. TRACT C IS FOR ACCESS PURPOSES AND UTILITY EASEMENTS AND IS TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.
11. TRACT D IS FOR OPEN SPACE AND ACCESS PURPOSES AND IS TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.
12. NO PERMANENT STRUCTURES ARE TO BE BUILT, ERECTED OR LOCATED WITHIN ANY EASEMENTS, AND ALL EASEMENTS ARE TO REMAIN CLEAR OF OBSTRUCTIONS.
13. PROPERTY IS SUBJECT TO A DECLARATION OF GROUNDWATER WELLS AND RCRA LANDFILL ACCESS EASEMENT (ADAMS COUNTY RECEPTION NO. 2021000118446 10/06/2021)
14. THE LOCATION OF THE GROUNDWATER BARRIER WALL EASEMENT SHOWN HEREON WAS TAKEN FROM AND IS SUBJECT TO THE "DECLARATION OF BARRIER WALL EASEMENTS" RECORDED AT RECEPTION NO. 2021000118445.

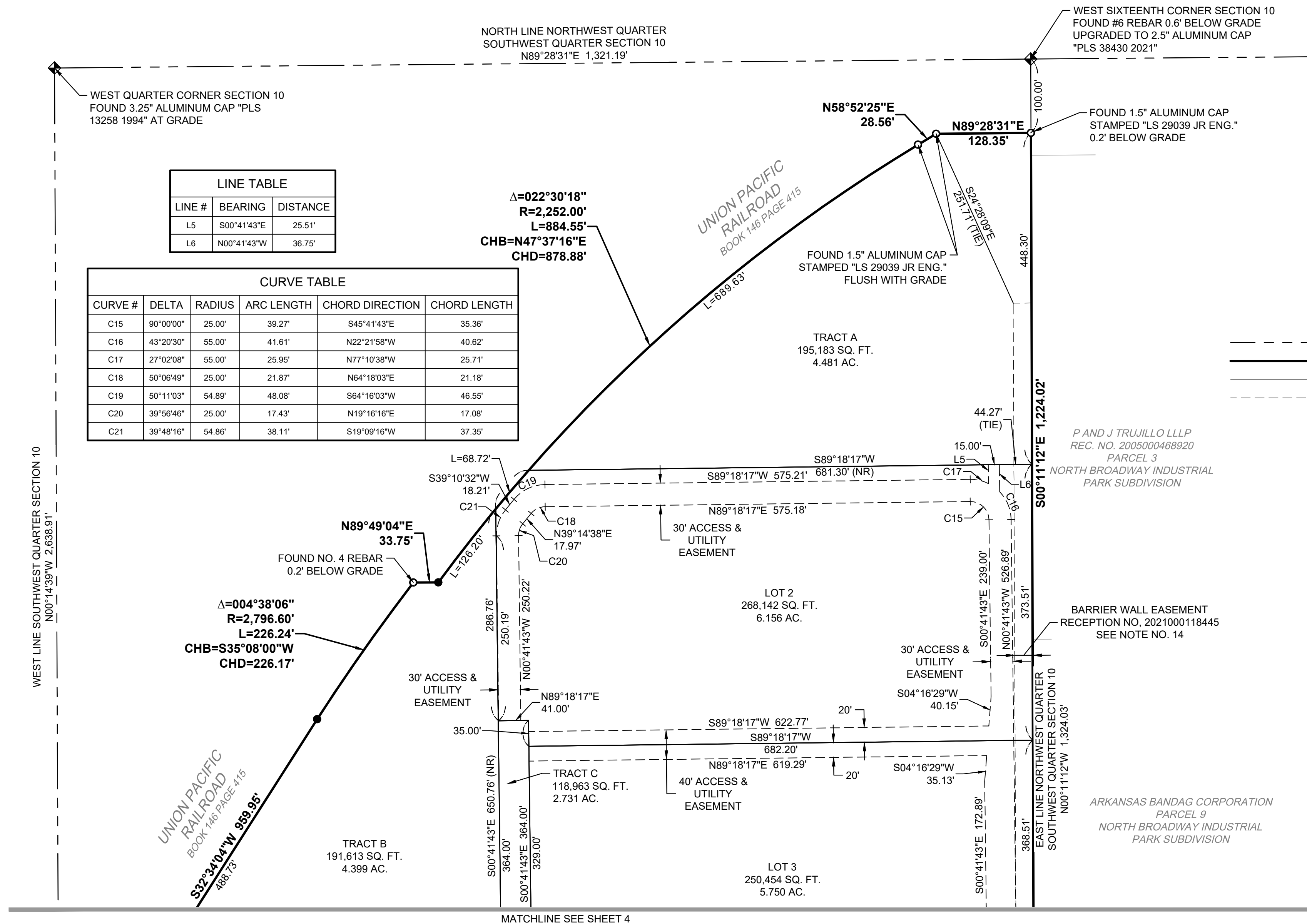


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p. 303.561.3333
waremalcomb.com

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CIVIL ENGINEERING & SURVEYING

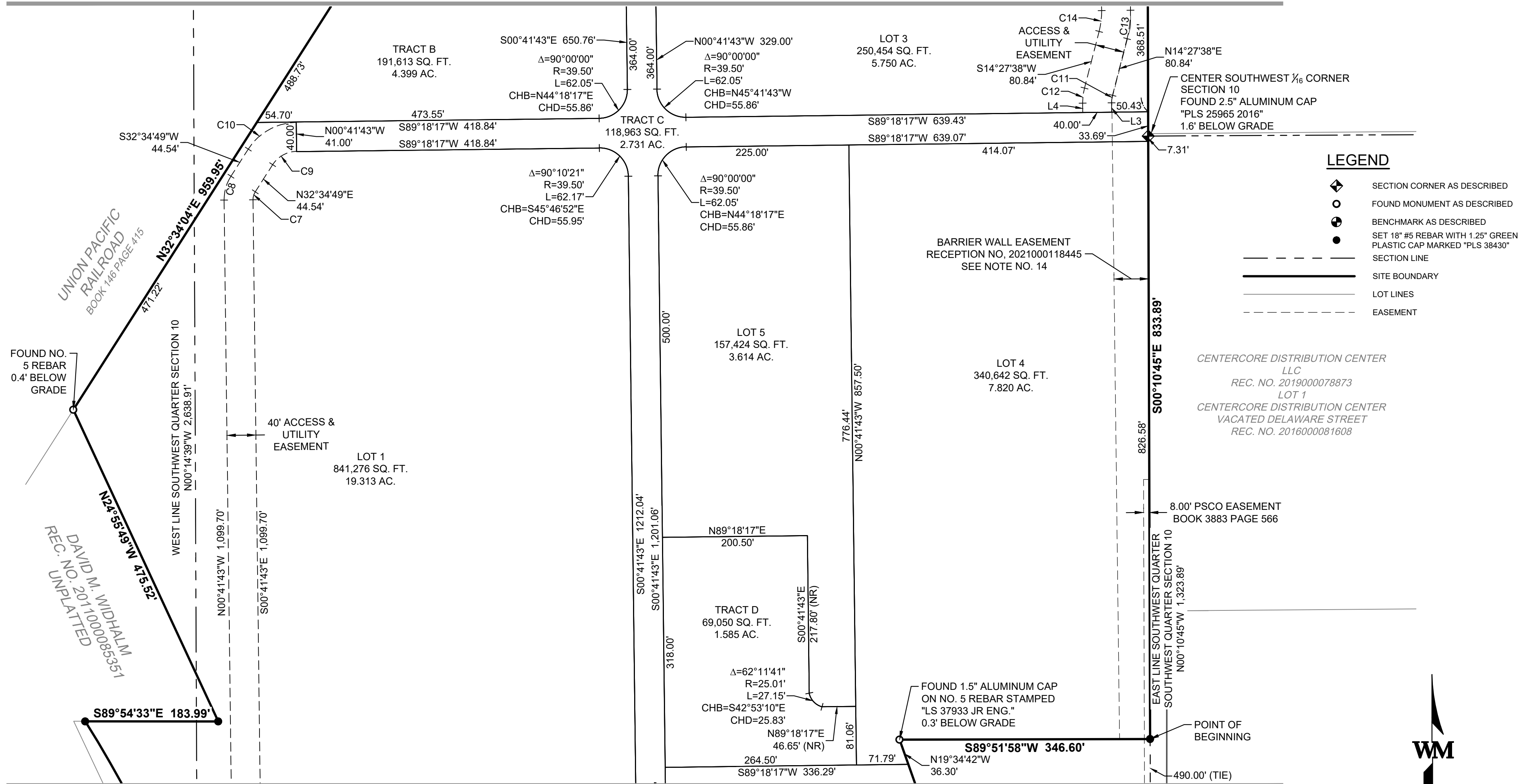
NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO.	DCS20-4073
1	01/25/2022	COUNTY COMMENTS				PA/PM:	TS
						DRAWN:	AJ
						DATE:	12/08/2021
						SCALE:	1" = 300'



QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

MATCHLINE SEE SHEET 3



LEGEND	
	SECTION CORNER AS DESCRIBED
	FOUND MONUMENT AS DESCRIBED
	BENCHMARK AS DESCRIBED
	SECTION LINE
	SITE BOUNDARY
	LOT LINES
	EASEMENT

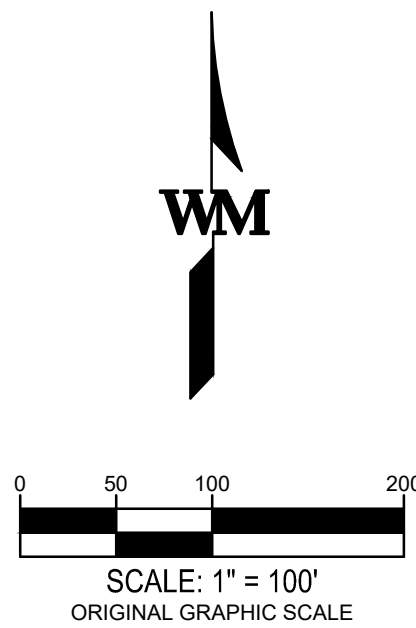
CENTERCORE DISTRIBUTION CENTER
LLC
REC. NO. 2019000078873
LOT 1
CENTERCORE DISTRIBUTION CENTER
VACATED DELAWARE STREET
REC. NO. 2016000081608

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C7	33°16'31"	20.00'	11.62'	N15°56'33"E	11.45'
C8	33°16'31"	60.00'	34.85'	S15°56'33"W	34.36'
C9	56°43'29"	40.00'	39.60'	N60°56'33"E	38.00'
C10	56°43'29"	80.00'	79.20'	S60°56'33"W	76.01'
C11	15°09'21"	40.00'	10.58'	N06°52'58"E	10.55'

MATCHLINE SEE SHEET 5

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C12	15°09'21"	80.00'	21.16'	S06°52'58"W	21.10'
C13	15°09'21"	150.00'	39.68'	N06°52'58"E	39.56'
C14	15°09'21"	110.00'	29.10'	S06°52'58"W	29.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L3	N00°41'43"W	12.90'
L4	S00°41'43"E	12.78'



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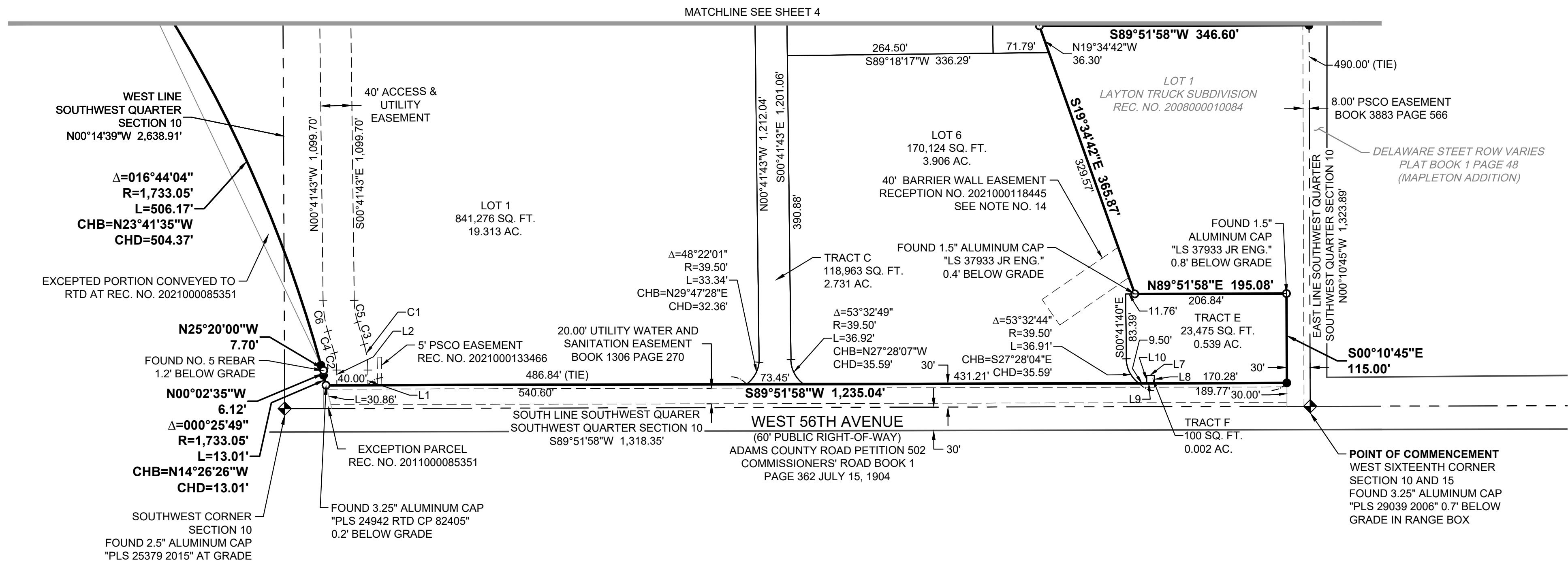
900 south broadway
suite 320
denver, co 80209
p. 303.561.3333
waremalcomb.com

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CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO.	DCS20-4073
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						DRAWN:	AJ
						DATE:	12/08/2021
						SCALE:	1" = 100'

QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

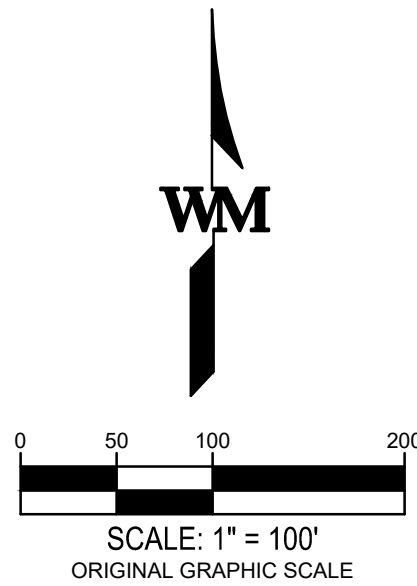


CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15°57'17"	120.00'	33.42'	N08°06'41"W	33.31'
C2	15°57'17"	80.00'	22.28'	S08°06'41"E	22.21'
C3	0°57'02"	1788.05'	29.66'	N16°33'50"W	29.66'
C4	0°57'02"	1748.05'	29.00'	S16°33'50"E	29.00'
C5	16°20'39"	100.00'	28.53'	N08°52'02"W	28.43'
C6	16°20'39"	140.00'	39.94'	S08°52'02"E	39.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°08'02"W	19.50'
L2	S00°08'02"E	19.50'
L7	N89°51'58"E	9.99'
L8	S00°08'02"E	10.00'
L9	S89°51'58"W	9.99'
L10	N00°08'02"W	10.00'

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- BENCHMARK AS DESCRIBED
- SET 18" #5 REBAR WITH 1.25" GREEN PLASTIC CAP MARKED "PLS 38430"
- SECTION LINE
- SITE BOUNDARY
- LOT LINES
- EASEMENT



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NO.	DATE	REMARKS	NO.	DATE	REMARKS
1	01/25/2022	COUNTY COMMENTS			

JOB NO.	DCS20-4073
PA/PM:	TS
DRAWN:	AJ
DATE:	12/08/2021
SCALE:	1" = 100'

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, between Quantum 56 Phase I LLC, a Delaware Limited Liability Company qualified to do business in Colorado (“Developer”), whose address is c/o Hines Interests Limited Partnership, 609 Main Street, Suite 2400, Houston, Texas and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” and “C” attached hereto, and by this reference made a part hereof (“Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” and “C” for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B” and “C”.
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within “construction completion date” appearing in Exhibit “B” and “C”. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B” and “C”. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$1,108,330.00, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County’s Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to final plat approval. No building permits shall be issued until

SIA2022-00002

the final plat has been approved and the Storm and Roadway improvements described in Exhibit B-1 have been preliminarily accepted by the Department of Public Works. No Certificates of Occupancy shall be issued until the 56th and Broadway Traffic Signal described in Exhibit B-2, or other approved improvement in accordance with Paragraph 9, have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated “public” on Exhibit “B” shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

1. W. 56th Avenue Water Quality Ponds
2. W. 56th Avenue Roadway Improvements
3. W. 56th & Broadway Traffic Signal
 - a. The County and the Developer acknowledge that existing County right of way at 56th and Broadway is not sufficient for construction of the proposed traffic signal and will require land to be purchased or an easement granted from a third party prior to construction. The cost of such purchase or easement shall be borne by the Developer. Failure to obtain the required land or easement shall not be considered a default under this SIA and, in the event one or the other has not been obtained on or before December 31, 2022, the Developer shall submit an alternate plan for traffic control at 56th and Broadway for the County’s review and approval.

Private Improvements:

1. Onsite Stormwater Ponds

See Exhibit “B” and “C” for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit “B” and “C”.

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Not applicable.

SIA2022-00002

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.
- A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
- B. **County Right to Completion of Subdivision Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:
- a. The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the Improvements.
- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Name/s
Quantum 56 Phase I LLC

By: Quantum 56 Logistics LLC, its sole member
By: Quantum 56 Investors LLC, its managing member
By: Hines Quantum 56 LLC, its managing member
By: Hines Quantum 56 Associates LP, its sole member
By: Hines Interests Limited Partnership, its general partner

By: _____
Name: W. Palmer Letzerich
Title: Senior Managing Director

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____.

My commission expires: _____

Address: _____

SIA2022-00002

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$1,108,330.00. No building or construction permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners in accordance with Paragraph 6.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

SIA2022-00002

EXHIBIT A

Legal Description: QUANTUM 56 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 10 AND 15 AND CONSIDERING THE CENTER SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 10 TO BEAR NORTH 00°10'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°10'45" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 490.00 FEET TO THE NORTH LINE OF LOT 1, LAYTON TRUCK EQUIPMENT SUBDIVISION RECORDED AT RECEPTION NUMBER 2008000010084 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID LOT 1 THE FOLLOWING FOUR COURSES:

1. SOUTH 89°51'58" WEST, A DISTANCE OF 346.60 FEET;
2. SOUTH 19°34'42" EAST, A DISTANCE OF 365.87 FEET;
3. NORTH 89°51'58" EAST, A DISTANCE OF 195.08 FEET;
4. SOUTH 00°10'45" EAST, A DISTANCE OF 115.00 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 56TH AVENUE AS RECORDED IN ADAMS COUNTY ROAD PETITION 502;

THENCE SOUTH 89°51'58" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,235.04 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE REGIONAL TRANSPORTATION DISTRICT DESCRIBED AT RECEPTION NUMBER 2011000085351 IN SAID RECORDS AND A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 0°25'49", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 13.01 FEET, AND A CHORD THAT BEARS NORTH 14°26'26" WEST, A DISTANCE OF 13.01 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°02'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 6.12 FEET;

THENCE NORTH 25°20'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 7.70 FEET TO A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 16°44'04", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 506.17 FEET, AND A CHORD THAT BEARS NORTH 23°41'35" WEST, A DISTANCE OF 504.37 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHERLY LINE OF A PARCEL DESCRIBED AT RECEPTION NUMBER 2010000086807 IN SAID RECORDS;

THENCE SOUTH 89°54'33" EAST ALONG SAID PARCEL, A DISTANCE OF 183.99 FEET;

THENCE NORTH 24°55'49" WEST ALONG SAID PARCEL, A DISTANCE OF 475.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD RECORDED IN PAGE 415 OF BOOK 146 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SIX COURSES:

1. NORTH 32°34'04" EAST, A DISTANCE OF 959.95 FEET TO A TANGENT CURVE TO THE RIGHT;
2. ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 4°38'06", A RADIUS OF 2796.60 FEET, AN ARC LENGTH OF 226.24 FEET, AND A CHORD THAT BEARS NORTH 35°08'00" EAST, A DISTANCE OF 226.17 FEET TO A POINT OF NON-TANGENCY;

SIA2022-00002

- 3. NORTH 89°49'04" EAST, A DISTANCE OF 33.75 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 4. ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°30'18", A RADIUS OF 2252.00 FEET, AN ARC LENGTH OF 884.55 FEET, AND A CHORD THAT BEARS NORTH 47°37'16" EAST, A DISTANCE OF 878.88 FEET;
- 5. THENCE NORTH 58°52'25" EAST, A DISTANCE OF 28.56 FEET;
- 6. THENCE NORTH 89°28'31" EAST, A DISTANCE OF 128.35 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 00°11'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 1224.02 FEET TO THE CENTER SOUTHWEST SIXTEENTH CORNER OF SECTION 10;

THENCE SOUTH 00°10'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 833.89 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A SURVEYED AREA OF 2,626,447 SQUARE FEET OR 60.295 ACRES, MORE OR LESS

SIA2022-00002

EXHIBIT B-1

Public Improvements: Quantum 56 – Roadway and Storm Improvements

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
56th Ave WQ Pond (Private)				
Rock Trickle Channel	SY	\$ 20.00	54.92	\$ 1,098
WQ Sidewalk Chase	EA	\$ 2,500.00	2	\$ 5,000
WQ Pond Liner (30 mil PVC)	SF	\$ 1.00	4,650	\$ 4,650
Outlet Structure	EA	\$ 5,000.00	1	\$ 5,000
Forebay	EA	\$ 4,000.00	1	\$ 4,000
WQ Pond Subtotal				\$ 19,748
W. 56th Ave Roadway (Public)				
Asphalt (9")	SY-IN	\$ 55.00	4,859	\$ 267,245
5' Sidewalk	SF	\$ 4.00	4,566	\$ 18,264
ADA Ramps	EA	\$ 500.00	9	\$ 4,500
Curb Cuts	EA	\$ 15,000.00	5	\$ 75,000
Curb & Gutter	LF	\$ 21.00	1,183	\$ 24,843
Gravel Shoulder	SF	\$ 15.00	809	\$ 12,138
Demo Existing Asphalt	SY-IN	\$ 1.50	4,859	\$ 7,289
Stop Signs	EA	\$ 150.00	4	\$ 600
W. 56th Ave Subtotal				\$ 409,879
Sub-Total Storm and Roadway				\$ 429,627
Administration	20%			\$ 85,925
Inflation	5%			\$ 25,778
TOTAL STORM AND ROADWAY COSTS				\$ 541,330

Construction Completion Date: June 30, 2023

Initials or signature of Developer:_____

EXHIBIT B-2

Public Improvements: Quantum 56 – 56th & Broadway Traffic Signal

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
56th and Broadway Traffic Signal (Public)				
Traffic Signals (56th and Broadway)	EA	\$ 450,000.00	1	\$ 450,000
Traffic Signal Subtotal				\$ 450,000
Sub-Total Traffic Signal				\$ 450,000
Administration	20%			\$ 90,000
Inflation	5%			\$ 27,000
TOTAL TRAFFIC SIGNAL COST				\$ 567,000

Construction Completion Date: December 31, 2023

Initials or signature of Developer:_____

SIA2022-00002
EXHIBIT C

Private Improvements: Quantum 56 – Onsite Storm

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
Onsite Stormwater Ponds (Private)				
Pond Outlet Structure	EA	\$ 20,000.00	1	\$ 20,000
4" PVC Emergency Overflow Pipe	LF	\$ 50.00	192.09	\$ 9,605
Forebay	EA	\$ 20,000.00	4	\$ 80,000
Rock Trickle Channel	SY	\$ 20.00	3,180	\$ 63,590
Stormwater Ponds Subtotal				\$ 173,195
Sub-Total Storm				\$ 173,195
Administration	20%			\$ 34,639
Inflation	5%			\$ 10,392
TOTAL STORM AND ROADWAY COSTS				\$ 218,225

Construction Completion Date: June 30, 2023

Private Improvements will be subject to inspection by the County but will not be owned by the County.

Initials or signature of Developer:_____



Development Review Team Comments

Date: 1/18/2022

Project Number: PLT2021-00045

Project Name: Quantum 56, Filing 1 Final Plat

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 01/18/2022

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Please resubmit the proposed SIA (in Microsoft Word version) with each resubmittal. The SIA is to be processed with the Final Plat and NOT with the Engineering Plan Review. The SIA should reference two case numbers: PLT2021-00045 and SIA2022-00002.

PLN02: I have provided an estimate for cash-in-lieu of public land dedication. This is provided only for your information. Please do not submit this payment until after we have notified you of your hearing date for this application.

PLN03: PLN05: Please update the case number on plat. Your case number is PLT2021-00045.

PLN04: The final plat cannot be scheduled for hearing until staff has approved the Engineering Plan Review.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Katie Keefe

Date: 01/14/2022

Email:

Resubmittal Required

ENV1. According to CDPHE, final groundwater well locations will likely differ from current locations and, thus, easement locations will also change. Therefore, add to Note 13 on Sheet 2, language indicating such and a requirement that the Final Plat be amended at such time to reflect the new Groundwater Wells Access Easement.

ENV2. The applicant and property owner intend to vacate the Environmental Covenant with a recorded Restrictive Notice. Therefore, add the following language to Note 8, Sheet 2: The Environmental covenant will be superseded by a future Restrictive Notice and at such time the Plat will be amended to reflect the Restrictive Notice reception number.

ENV3. Include reception numbers for all Drainage Access Easements on Sheet 2.

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 01/14/2022

Email: glabrie@adcogov.org

Complete

ENG1: The civil design plans have been approved by Adams County Development Engineering. The applicant will be required to apply for the appropriate construction permits to include but not limited to the Adams County INF-permits, Stormwater-permits, and Building-permits.

ENG2: The applicant will also be required to obtain any required demolition and environmental permits from the state of Colorado.

Commenting Division: Economic Development Review

Name of Reviewer: Max Daffron

Date: 01/12/2022

Email:

Complete

development of the park can present significant opportunities for employment in Adams County. if you have any questions throughout the process please reach out to the Economic Development Division at economicdevelopment@adcogov.org

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Date: 01/07/2022

Email:

Resubmittal Required

ROW1: Please correct case number on each sheet as this is the PLT case and not the PRC

ROW2: Please add acceptance block for county attorney:

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

ROW3: Provide lettered name of signatory from Quantum 56 under By: _____

ROW4: Title Commitment needs to be updated to within 30 days of this application and plat note revised.

ROW5: Provide a note as to the requirement of a Storm Water Operations and Maintenance Manual required by Adams County with a blank for the recording information. This is the only blank allowed on a plat since the facilities have to be constructed and inspected prior to the issuance of this document.

Commenting Division: Addressing Review

Name of Reviewer: David Dittmer

Date: 01/07/2022

Email:

Complete

Addressing Plat uploaded to documents in case file for review by applicant

Commenting Division: Building Safety Review

Name of Reviewer: Justin Blair

Date: 12/21/2021

Email: jblair@adcogov.org

Complete

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Development Review Team Comments

Date: 2/16/2022

Project Number: PLT2021-00045

Project Name: Quantum 56, Filing 1 Final Plat

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Greg Labrie

Date: 02/16/2022

Email: glabrie@adcogov.org

Complete

ENG1: Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to final plat approval. No building permits shall be issued until the final plat has been approved and the Storm and Roadway improvements described in Exhibit B-1 have been preliminarily accepted by the Department of Public Works. No Certificates of Occupancy shall be issued until the 56th and Broadway Traffic Signal described in Exhibit B-2, or other approved improvement in accordance with Paragraph 9, have been preliminarily accepted by the Department of Public Works.

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Greg Barnes

Date: 02/15/2022

Email: gjbarnes@adcogov.org

Complete

PLN01: Cash-in-lieu of public land dedication is outstanding, and will be expected prior to the BoCC hearing date.

Commenting Division: SIA Review 1 - Finance

Name of Reviewer: Laura Garcia

Date: 02/15/2022

Email:

Complete

No comments

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 02/07/2022

Email:

Complete

ROW1: Provide a recorded statement of Authority for Palmer Letzerich. Add his title to both the execution and Notary.

ROW2: I don't believe the Final Plat goes before the planning commission and this block can be removed.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Greg Barnes

From: Carla Gutierrez <cgutierrez@acfpd.org>
Sent: Wednesday, January 12, 2022 10:37 AM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Good morning Greg,

At this time, the Fire District has no questions or concerns regarding the final plat.

Thank you!

Carla Gutierrez
Deputy Fire Marshal
Adams County Fire Rescue
7980 Elmwood Lane
Denver, Colorado 80221



Sent from [Mail](#) for Windows 10

From: [Greg Barnes](#)
Sent: Wednesday, December 22, 2021 1:53 PM
To: [Greg Barnes](#)
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon

Greg Barnes

From: Rick Reigenborn
Sent: Monday, December 27, 2021 10:10 AM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Good morning Mr. Barnes,

The Sheriff's Office isn't opposed to this request.

Thank you,



Richard A. Reigenborn
Sheriff
Adams County Sheriff's Office
4430 S. Adams County Parkway,
1st Floor, Suite W5400 Brighton, CO 80601
303-655-3218 | RReigenborn@adcogov.org

Character • Integrity • Transparency

From: Greg Barnes
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

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Greg Barnes

Planner III, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

My work schedule is:

Greg Barnes

From: Localreferral - CDPHE, CDPHE <cdphe_localreferral@state.co.us>
Sent: Friday, January 14, 2022 10:40 AM
To: Greg Barnes
Subject: Re: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Hello,

In addition to the [standard comments \(https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fdocs.google.com%2Fdocument%2Fd%2F1jQn6Pdt6rciV8i04ZrE2QhxDA8ORylugq2f7K1_YmPQ%2Fedit&data=04%7C01%7CGJBarnes%40adcogov.org%7Cb47f4c77873a46ff189a08d9d784f1b8%7C4c74477d0aa94e15887a2bd6c4cd4f3b%7C0%7C0%7C637777788308555570%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BG0lc5d1Q1Wbunz5zDHFD%2FOa31h0dZp6jZXRibMbpNo%3D&reserved=0\)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fdocs.google.com%2Fdocument%2Fd%2F1jQn6Pdt6rciV8i04ZrE2QhxDA8ORylugq2f7K1_YmPQ%2Fedit&data=04%7C01%7CGJBarnes%40adcogov.org%7Cb47f4c77873a46ff189a08d9d784f1b8%7C4c74477d0aa94e15887a2bd6c4cd4f3b%7C0%7C0%7C637777788308555570%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BG0lc5d1Q1Wbunz5zDHFD%2FOa31h0dZp6jZXRibMbpNo%3D&reserved=0), This property is covered by covenants ~~with the~~ state that limit the development of the property. Proposed plans must be provided to the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Hazardous Waste Corrective Action Program prior to the construction of any structures on the site. Contact person is Robert Beierle, Hazardous Waste Corrective Action Unit Leader, at robert.beierle@state.co.us.
On Wed, Dec 22, 2021 at 1:58 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.



Greg Barnes

Planner III, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

September 23, 2021

Greg Barnes, Planner III
Adams County Development Services Division
Transmission via email: gjbarnes@adcogov.org

Re: Quantum 56 Subdivision, Filing No. 1 - 2nd Letter
Case No. PRC2021-00004
Part of the SE ¼ SE ¼ of Sec. 9 and W ½ SW ¼ of Sec. 10, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Greg Barnes:

We have reviewed the August 25 and September 22, 2021 re-submittal of the water supply plan for the above-referenced proposal for 1) a preliminary plat for the major subdivision of 60 acres being a part of the SE ¼ SE ¼ of Sec. 9 and part of the W ½ SW ¼ of Sec. 10, T3S, R68W, 6th P.M. to create 6 lots and associated tracts, and 2) rezoning of 4 acres being a part of the subject 60 acres from I-3 to I-2. The purpose of the proposal is to develop the site into a commercial business park including 3 tracts for stormwater ponds, 1 tract for public roads, 1 tract for open space, and 2 metropolitan tracts. This office previously commented on this subdivision on July 1, 2021. This letter supersedes the July 1, 2021 letter.

Water Supply Demand

Estimated water requirements and proposed uses were not provided for this subdivision.

Source of Water Supply

The proposed water supply source is service provided by the North Pecos Water & Sanitation District (“District”). The letter dated February 5, 2021 states the District is committed to providing water and sanitary service to the development provided that the terms and conditions set forth in that letter are met. Our office has not received information that these terms and conditions have been met. **Our records show that the District is contracted with the Denver Water Department (“Denver Water”) and obtains treated water on demand pursuant to Denver Water Distributor Contract No. 210.** This office considers Denver Water to be a reliable water supplier.

In our letter dated July 1, 2021, we stated that a review of our records shows that well permit no. 40190 may be located on the subject property. However, in the email from Sarah Laverty on September 22, 2021, it was stated that this well is not located on the subject property and was plugged and abandoned following the decree granted in Division 1 Water Court case no. W-6022. However, a well abandonment report has not been filed with our office for this well.

The applicant has indicated that the Koppers Well (WDID 0705402), decreed in Division 1 Water Court case no. W-6022, is located on the property. The well is decreed for domestic and industrial uses and produces from the nontributary Upper and Lower Arapahoe aquifers with a date of appropriation of January 27, 1948. This well is not a proposed water supply source for the development. This office has no concerns regarding this well so long as use of the well complies with the terms and conditions of the decree.



Other Comments

According to the submitted material, stormwater detention structure(s) will be developed for this project. The applicant should be aware that unless the structure(s) meet the requirements of a **“storm water detention and infiltration facility” as defined in section 37-92-602(8), C.R.S.**, the structure(s) may be subject to administration by this office. The applicant should review [DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#), to ensure that the notification, construction and operation of the proposed structure(s) meet statutory and administrative requirements. The applicant is encouraged to use [Colorado Stormwater Detention and Infiltration Facility Notification Portal](#) to meet the notification requirements.

State Engineer's Office Opinion

Based upon the above and pursuant to section 30-28-136(1)(h)(I), C.R.S. and section 30-28-136(1)(h)(II), C.R.S., **the State Engineer's Office offers the opinion that the proposed water supply** can be provided without causing material injury to existing water rights and the supply is expected to be adequate, provided a Well Abandonment Report (form GWS-09) is submitted to this office to affirm that the well has been plugged.

If you or the applicant have any questions, please contact Wenli Dickinson at 303-866-3581 x8206 or Wenli.Dickinson@state.co.us.

Sincerely,

Wenli Dickinson for

Joanna Williams, P.E.
Water Resources Engineer

Ec: Subdivision file no. 28771
Well permit no. 40190 file
Applicant (michael.bjes@hines.com; sarah@efgdenver.com)

Greg Barnes

From: Naso, Kela A. <Kela.Naso@denverwater.org>
Sent: Tuesday, December 28, 2021 9:52 AM
To: Greg Barnes
Subject: RE: [EXTERNAL]: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Good Morning,

Denver Water has no comment on the Final Plat for Major Subdivision to create 6 lots. The owner/ developer should continue to work with our sales administration team regarding the water infrastructure to service the site.

Thank you,

Kela Naso | Engineering Specialist
Denver Water | t: 303-628-6302 | c: 720-517-4486
denverwater.org | denverwater.org/TAP



From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: [EXTERNAL]: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

Greg Barnes

From: PlatReview <PlatReview@lumen.com>
Sent: Tuesday, December 28, 2021 9:57 AM
To: Greg Barnes
Cc: Ives, Steven
Subject: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)
Attachments: PLT2021-00045-RFC.pdf

Please be cautious: This email was sent from outside Adams County

Requester,

Our engineer has reviewed this plat and their comments are: "we are currently working with the developer on this project to relocate some facilities on N.862983 and are speaking with them on how we will feed this."
If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.

Thank you!

From: Easement, Nre <Nre.Easement@lumen.com>
Sent: Wednesday, December 22, 2021 3:23 PM
To: PlatReview <PlatReview@lumen.com>
Subject: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 2:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

Metro Water Recovery

Case Name: Quantum 56, Filing 1 Final Plat

Case Number: PLT2021-00045

December 28, 2021

To Whom it May Concern,

Upon review, Metro Water Recovery has no comments at this time regarding PLT2021-00045.

Thank you,



Myles Howard

Engineer Associate

Office & Fax: 303.286.3397

Cell: 720.703.3627

Office Hours: M-Th 7-5

MetroWaterRecovery.com

Greg Barnes

From: Courtney Salazar <ar@northpecoswater.org>
Sent: Thursday, December 23, 2021 4:30 PM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Hi Greg –

We do not have any major comments, I would just ask to be kept in the loop as we will have easements running through this property, should development move forward as proposed.

Thank you for all you do!

Happy Holidays!

F r x u w g h | # / d o d } d u #
D f f r x g w v # j h f h y d e o h # # s u r m h f w # r r u g l d w r u #
Q r u w k # s h f r v # d w h u # # / d q l w d w l r q # s l w u l f w #
9 < 3 3 # s h f r v # w u h h w #
G h q y h u / # r o r u d g r # 3 5 5 4 #
+ 6 3 6 , # / 5 < 8 : : 3 #

From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.



Greg Barnes

Planner III, Community and Economic Development Dept.
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

My work schedule is:

Greg Barnes

From: Clayton Woodruff <Clayton.Woodruff@RTD-Denver.com>
Sent: Thursday, January 13, 2022 9:49 AM
To: Greg Barnes
Subject: PLT 21-00045

Please be cautious: This email was sent from outside Adams County

Greg

The RTD has no comments on this project

Thanks,



C. Scott Woodruff

Engineer III

Regional Transportation District

1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025

clayton.woodruff@rtd-denver.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

January 20, 2022

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: * AMENDED RESPONSE *
Quantum 56 Filing No. 1, Case # PLT2021-00045

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk advises customer/applicant to continue working with Vance Griffin (Designer) for approval of design details for **Quantum 56 F1**.

Vance will also be able to direct the customer/applicant to the appropriate Right of Way Agent for all easements needed by separate PSCo document.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Greg Barnes

From: Nichols, Rafer <Rafer.Nichols@BNSF.com>
Sent: Wednesday, January 12, 2022 12:20 PM
To: Greg Barnes
Cc: Breden, Allan
Subject: FW: Adams County Colorado- Notice
Attachments: Adams County Colorado tb.pdf

Please be cautious: This email was sent from outside Adams County

BNSF Railway has reviewed these submittals. BNSF has not reviewed any design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project. If a contractor needs to work within 25 feet of BNSF track or within BNSF property, the contractor must contact BNSF Real Estate/Permitting consultant Jones Lang LaSalle (JLL) for a permit. Their contact information can be found on our website at www.bnsf.com. If any changes are made to the plans affecting BNSF property, plans must be resubmitted for review.

SPECIFIC COMMENTS

- Developer/Adams county to work with BNSF to remove tracks through proposed public ROW and vacate BNSF property across 56th ROW.
- All Drainage to flow north or be contained by storm sewer as engineered. No drainage to be discharged on BNSF property

GENERAL COMMENTS

- Show BNSF property boundaries on plans more clearly.
- BNSF will need to review the drainage plan as current drainage might be altered near tracks
- Fencing plan will need to be reviewed by BNSF to ensure it complies with BNSF standards for
- If grading on BNSF property is required, grading plan will need to be reviewed by BNSF, and permits will be required to occupy BNSF property as well as a BNSF supplied flagger will be required and paid for by agency or contractor
- If access to BNSF property is required, an agreement with BNSF will be required as well as safety badging for all employees on BNSF property
- Traffic study and increased pedestrian traffic would need to be reviewed by BNSF at nearby railroad crossings

Thanks,
Rafer Nichols, PE
Manager Public Projects (AZ, CO & NM)
BNSF Railway
rafer.nichols@bnsf.com
Office: (303) 480-6586



Request for Comments

Case Name: Quantum 56, Filing 1 Final Plat

Case Number: PLT2021-00045

December 22, 2021

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56TH AVE. The Assessor's Parcel Number is 0182510300003, 0182510300004.

Applicant Information: EFG-Denver, LLC
SARAH LAVERTY
1035 N. OSAGE ST., #824
DENVER, CO 80204

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 01/18/2022 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Planner III

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Referral Listing
Case Number PLT2021-00045
Quantum 56, Filing 1 Final Plat

Agency	Contact Information
Adams County Assessor	Margaret Grondalsky 4430 S Adams County Pkwy C2100 Brighton CO 80601 720.523.6712 MGrondalski@adcogov.org
Adams County Attorney	Christine Fitch 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352 CFitch@adcogov.org
Adams County CEDD Addressing	David Dittmer 4430 S Adams County Pkwy Brighton CO 80601 720.523.6800 ddittmer@adcogov.org
Adams County CEDD Administrative	Gina Maldonado 4430 S Adams County Pkwy Brighton CO 80601 720-523-6823 gmaldonado@adcogov.org
Adams County CEDD Building Safety	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County CEDD Engineer	Devt. Services Engineering 4430 S Adams County Pkwy Brighton CO 80601 720-523-6800 Contact Person May Vary Depending on Case
Adams County CEDD Right-of-Way	David Dittmer 4430 S Adams County Pkwy. Brighton CO 80601 720-523-6837 ddittmer@adcogov.org
Adams County Constiuent Services	Matt Gorenc 4430 S Adams County Pkwy Brighton CO 80220 720.523.6997 mgorenc@adcogov.org

Agency	Contact Information
Adams County CSWB Code Compliance Officer	Doug Fish 4430 S Adams County Pkwy Brighton CO 80601 720.523.6807 dfish@adcogov.org
Adams County CSWB Code Compliance Officer	Ryan Dodge 4430 S Adams County Pkwy Brighton CO 80601 720.523.6207 rdodge@adcogov.org
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County Fire Protection District	Whitney Even 7980 Elmwood Lane Denver CO 80221 303-539-6802 weven@acfpd.org
Adams County Fire Protection District	Carla Gutierrez 7980 Elmwood Ln. Denver CO 80221 303-539-6862 cgutierrez@acfpd.org
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org
Adams County Public Works Construction Inspection	- - 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 Send to Case Engineer
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org

Agency	Contact Information	
Adams County Treasurer	Lisa Culpepper 4430 S Adams County Pkwy Brighton CO 80601 720.523-6166 lculpepper@adcogov.org	
Berkeley Sanitation District	Sharon Whitehair 1600 W 12th Ave (303)628-6620 berkeleywater@gmail.com	
Century Link	Joseph Osbourne 303.518.3360 RCUs only: joseph.osborne@centurylink.com	
Century Link	Network Real Estate Team 303.518.3360 VSPs ONLY: relocations@centurylink.com	
Century Link	NRE Easement 303.518.3360 PLTs ONLY: nre.easement@centurylink.com	
Century Link, Inc	Ken Miller 5325 Zuni St, Rm 728 Denver CO 80221 303.518.3360 RCUs ONLY: kenneth.r.miller@lumen.com	
Colorado Department of Transportation (CDOT)	Steve Loeffler 2829 W Howard Pl 2nd Floor Denver CO 80204 303-757-9891 steven.loeffler@state.co.us	
Colorado Division of Water Resources	Joanna Williams Office of State Engineer 1313 Sherman St, Room 818 Denver CO 80203 303-866-3581 joanna.williams@state.co.us	
Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us	
Colorado Geological Survey	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu	303-384-2655
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu	303-384-2655

Agency	Contact Information
COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
Crestview Water & Sanitation District	Mitchell Terry PO Box 666 Westminster CO 80036 303-429-1881 manager@crestviewwater.com
Denver Water	Paul Peloquin 4455 W 58th Ave Unit A Arvada CO 80002 (303) 477-1914 paul.peloquin@denverwater.org
Denver Water	Kela Naso 4455 W 58th Ave Unit A Arvada CO 80002 303-628-6620 Kela.Naso@denverwater.org
Fisher Ditch Company	Giovanni Brienza 2030 E 68th Avenue Denver CO 80229 720-626-9752 GBRIENZA@live.com
Fisher Ditch Company	Ruth & Gene Brienza 2030 E 68th Avenue Denver CO 80229 (303) 289-1734 gb173@outdrs.net
Mapleton School District #1	Charlotte Ciano 7350 N Broadway Denver CO 80221 303-853-1015 charlotte@mapleton.us
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Lincoln Water and Sanitation District	JORGE HINOJOS 1560 Broadway Suite 1400 Denver CO 80202 303-861-0061 jorge.hinojos@tetrattech.com
North Lincoln Water and Sanitation District	- - - nlwsdistrict1@gmail.com

Agency	Contact Information
North Pecos Water & Sanitation District	Courtney Salazar 6900 Pecos St Denver CO 80221 303-429-5770 ar@northpecoswater.org
North Washington Street Water & San Dist	Mike DeMattee 3172 E 78th Ave Denver CO 80229 303-288-6664 mdemattee@nwsbsd.com
Pecos Park Logistics Park Metro District	Matt Mitchell 4221 Brighton Blvd Denver CO 802163719 303-298-1111 mmitchell@westfield-co.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Regional Transportation District (RTD)	Paul Von Fay 1560 Broadway Suite 700 Denver CO 80202 303-299-2317 engineering@rtd-denver.com
Tri-County Health Department	Sheila Lynch 6162 S Willow Dr Suite 100 Greenwood Village CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .

Agency

Contact Information

Union Pacific Railroad

Rod Carroll
1400 Douglas St Stop 1690
Omaha NE 68179
402-544-2255
rscarroll@up.com

United States Postal Service

Jason Eddleman
303-853-6025
Jason.G.Eddleman@usps.gov

Welby Citizen Group

Norma Frank
7401 Race St
Denver CO 80229
(303) 288-3152
nfrank@coloradolighting.com

WESTMINSTER SCHOOL DISTRICT #50

Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030
720-542-5100
jpeterson@adams50.org

301 W 60TH PLACE LLC
500 E 62ND AVE
DENVER CO 80216-1133

BNSF RAILWAY COMPANY
C/O PROPERTY TAX DEPT
PO BOX 961089
FORT WORTH TX 76161-0089

5445 BANNOCK LIMITED LIABILITY LIMITED
PARTNERSHIP/C/O PATRICIA B MURRAY
7700 E ILIFF AVE SUITE F
DENVER CO 80231-5304

BNSF RAILWAY COMPANY
C/O PROPERTY TAX DEPT
PO BOX 961089
FORT WORTH TX 96161-0089

ADKINS AND BERRY ENTERPRISES LLC
808 FOX HOLLOW LN
GOLDEN CO 80401-0908

BRANNAN SAND AND GRAVEL COMPANY LLC
2500 BRANNAN WAY
DENVER CO 80229-7029

ALTERNATIVE AUTO SOLUTIONS LLC
1064 S MOBILE ST
AURORA CO 80017-3172

BRODERICK INVESTMENT COMPANY
C/O TOM CONNOLLY
950 SPRUCE ST STE 1C
LOUISVILLE CO 80027-1977

APPLEBROOK RLLP
3250 IRIS COURT
WHEAT RIDGE CO 80033

BRODERICK INVESTMENT COMPANY
C/O CONNOLLY ROSANIA AND LOFSTEDT PC
PO BOX 68
LAFAYETTE CO 80026-0068

APPLEBROOK RLLP
3250 IRIS ST
WHEAT RIDGE CO 80033

CAGSPI 500 LLC
1440 BLAKE ST STE 320
DENVER CO 80202-1489

ARKANSAS BANDAG CORPORATION
PO BOX 10048
FORT SMITH AR 72917-0048

CENTERCORE DISTRIBUTION CENTER LLC
601 S FIGUEROA ST STE 2150
LOS ANGELES CA 90017-5787

BELIVEAU HOLDINGS LLC
16621 HORIZON DR
BRIGHTON CO 80601-4200

CI DEN I-GW LLC
C/O TAX DEPT.
AURORA CO 80014-3509

BLUEWATER INVESTMENTS LLC
383 W 56TH AVE
DENVER CO 80216-1621

DENVER AND RIO GRANDE WESTERN RR COMPANY
THE/C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST STOP 1640
OMAHA NE 68179-1001

BNSF RAILWAY COMPANY
PROPERTY TAX DEPT
PO BOX 961089
FT WORTH TX 76161-0089

FIRST INDUSTRIAL LP
8200 PARK MEADOWS DR ST 8226
LONE TREE CO 80124-2746

FR MASSACHUSETTS 7 LLC
8200 PARK MEADOWS DR STE 8226
LONE TREE CO 80124-2768

NORTH BROADWAY VENTURES LLC
12412 YORK ST
THORNTON CO 80241-2741

FREIGHTLINK OF COLORADO LLC
241 W 56TH AVE
DENVER CO 80216-1619

NORTHWESTERN TERMINAL
RAILROAD CO
NEED ADDRESS

FURNITURE ROW COLO LLC
5651 BROADWAY
DENVER CO 80216-1021

P AND J TRUJILLO LLLP
13804 SAGAR DR
BROOMFIELD CO 80023-3976

HUNT FAMILY PARTNERSHIP LLLP
PO BOX 16342
DENVER CO 80216-0342

ROSEBEN HS LLC
615 GARLAND WAY
BRENTWOOD CA 94513-2632

KOPPERS INDUSTRIES INC
1750 KOPPERS BUILDING
PITTSBURGH PA 15219-1818

SOUTH PLATTE CAPITAL LLC
10 HUNTWICK LN
CHERRY HILLS VILLAGE CO 80113-7109

KUNZMAN INVESTMENT GROUP LLC
12605 E 116TH CT
HENDERSON CO 80640-9271

SPANO PHILLIP J AND
SPANO RUTH F
PO BOX 40
HENDERSON CO 80640-0040

MARMON/KEystone CORPORATION
225 E CUNNINGHAM ST
BUTLER PA 16003

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1700 FARNAM STREET 10TH FLOOR SOUTH
OMAHA NE 68102-2010

MARMON/KEystone CORPORATION
225 E CUNNINGHAM ST
BUTLER PA 16001-6018

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

MOUNTAIN STATES PACKAGING LLC
7373 WASHINGTON ST
DENVER CO 80229-6301

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST
OMAHA NE 68179-1001

NOBO 58 LLC
2717 S MARION CIR
DENVER CO 80210-5914

UNIVAR USA INC
3075 HIGHLAND PKWY STE 200
DOWNERS GROVE IL 60515-5560

VANCE BROTHERS INC
5201 BRIGHTON AVE
KANSAS CITY MO 64130-3196

MARTINEZ THOMAS B AND
MARTINEZ MARGARET
OR CURRENT RESIDENT
6041 HURON ST
DENVER CO 80221-6639

WIDHALM DAVID
1321 DELAWARE ST
DENVER CO 80204-2704

CURRENT RESIDENT
5941 BROADWAY STE 1
DENVER CO 80216-1007

WSDB 550 LLC
14689 HARRISON ST
BRIGHTON CO 80602-7749

CURRENT RESIDENT
5941 BROADWAY STE 2
DENVER CO 80216-1007

WSM 5925 BROADWAY LLC
1601 S SHERIDAN ST
WICHITA KS 67213-1339

CURRENT RESIDENT
5943 BROADWAY STE 1
DENVER CO 80216-1010

BLUEWATER INVESTMENTS LLC
OR CURRENT RESIDENT
383 W 56TH AVE
DENVER CO 80216-1621

CURRENT RESIDENT
5943 BROADWAY STE 2
DENVER CO 80216-1010

IORE PARTNERS LLC
OR CURRENT RESIDENT
730 W 62ND AVE
DENVER CO 80216-1020

CURRENT RESIDENT
301 W 60TH PL
DENVER CO 80216-1011

FREIGHTLINK OF COLORADO LLC
OR CURRENT RESIDENT
241 W 56TH AVE
DENVER CO 80216-1619

CURRENT RESIDENT
380 W 62ND AVE
DENVER CO 80216-1016

FURNITURE ROW COLO LLC
OR CURRENT RESIDENT
5651 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5945 BROADWAY STE A
DENVER CO 80216-1017

HYDRO ROCKY MOUNTAIN REAL ESTATE LLC
C/O JAMES SHAFFER
OR CURRENT RESIDENT
115 W 56TH AVE
DENVER CO 80216-1617

CURRENT RESIDENT
5945 BROADWAY STE B
DENVER CO 80216-1017

JONES CARL L AND
JONES ALICIA C
OR CURRENT RESIDENT
150 W 60TH PL
DENVER CO 80216-1008

CURRENT RESIDENT
5945 BROADWAY STE C
DENVER CO 80216-1017

CURRENT RESIDENT
602 W 62ND AVE
DENVER CO 80216-1019

CURRENT RESIDENT
5867 BROADWAY UNIT 2A
DENVER CO 80216-1024

CURRENT RESIDENT
690 W 62ND AVE
DENVER CO 80216-1019

CURRENT RESIDENT
5871 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5603 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5901 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5631 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5909 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5641 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5915 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5671 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5919 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5811 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5921 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5861 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5925 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5867 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5935 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5867 BROADWAY UNIT 2
DENVER CO 80216-1024

CURRENT RESIDENT
5939 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5947 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
6001 BROADWAY
DENVER CO 80216-1028

CURRENT RESIDENT
5947 BROADWAY UNIT B
DENVER CO 80216-1026

CURRENT RESIDENT
5775 BROADWAY ST
DENVER CO 80216-1036

CURRENT RESIDENT
5961 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5957 BROADWAY UNIT A
DENVER CO 80216-1043

CURRENT RESIDENT
5969 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5957 BROADWAY UNIT B
DENVER CO 80216-1043

CURRENT RESIDENT
5971 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5702 LIPAN ST
DENVER CO 80216-1044

CURRENT RESIDENT
5975 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5880 LIPAN ST
DENVER CO 80216-1049

CURRENT RESIDENT
5977 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
645 W 53RD PL
DENVER CO 80216-1600

CURRENT RESIDENT
5981 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
465 W 56TH AVE
DENVER CO 80216-1602

CURRENT RESIDENT
5985 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5285 FOX ST STE A
DENVER CO 80216-1609

CURRENT RESIDENT
5995 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5285 FOX ST STE B
DENVER CO 80216-1609

CURRENT RESIDENT
5285 FOX ST STE C
DENVER CO 80216-1609

CURRENT RESIDENT
385 W 56TH AVE STE B
DENVER CO 80216-1631

CURRENT RESIDENT
445 W 53RD PL
DENVER CO 80216-1611

CURRENT RESIDENT
156 W 56TH AVE
DENVER CO 80216-1632

CURRENT RESIDENT
585 W 53RD PL
DENVER CO 80216-1613

CURRENT RESIDENT
5980 LIPAN ST
DENVER CO 80221-3449

CURRENT RESIDENT
550 W 53RD PL STE 3
DENVER CO 80216-1615

CURRENT RESIDENT
5890 PECOS ST
DENVER CO 80221-6645

CURRENT RESIDENT
550 W 53RD PL STE A
DENVER CO 80216-1615

CURRENT RESIDENT
550 W 53RD PL STE B
DENVER CO 80216-1615

CURRENT RESIDENT
305 W 56TH AVE
DENVER CO 80216-1621

CURRENT RESIDENT
5445 BANNOCK ST
DENVER CO 80216-1624

CURRENT RESIDENT
500 W 53RD PL UNIT B
DENVER CO 80216-1627

CURRENT RESIDENT
385 W 56TH AVE STE A
DENVER CO 80216-1631



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Resolution approving right-of-way agreement between Adams County and Casa Carrera Real Estate LLC for property necessary for the York Street Roadway and Drainage Improvements Project from East 78 th Avenue to East 88 th Avenue
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the York Street Improvements Project.

BACKGROUND:

Adams County is in the process of acquiring property interests along the York Street corridor from East 78th Avenue to East 88th Avenue for the York Street Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of York Street. Attached is a copy of the right-of-way agreement between Adams County and Casa Carrera Real Estate LLC, for acquisition of property interests in the amount of \$238,170.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13**Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$15,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND CASA CARRERA REAL ESTATE LLC FOR PROPERTY
NECESSARY FOR THE YORK STREET ROADWAY AND DRAINAGE IMPROVEMENTS
PROJECT FROM EAST 78TH AVENUE TO EAST 88TH AVENUE IN THE AMOUNT OF
\$238,170.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along the York Street corridor from East 78th Avenue to East 88th Avenue for the York Street Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, these permanent easement acquisitions are a portion of 8280 Welby Road located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Casa Carrera Real Estate LLC, (“Parcel TRAIL-225, SLOPE-225 and CAD-225”); and,

WHEREAS, Adams County requires ownership of Parcel TRAIL-225, SLOPE-225 and CAD-225 for construction of the Improvements; and,

WHEREAS, Casa Carrera Real Estate LLC, is willing to sell Parcels TRAIL-225, SLOPE-225 and CAD-225 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and Casa Carrera Real Estate LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **Casa Carrera Real Estate LLC**, a **Colorado limited liability company** whose address is 7996 Hollywood Street, Commerce City, CO 80022 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at address of property being conveyed hereinafter (the "Property") for the York Street Improvements Project – East 78th Avenue to East 88th Avenue (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibits A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO HUNDRED THIRTY-EIGHT THOUSAND, ONE HUNDRED SEVENTYAND NO/100 DOLLARS (\$238,170.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$15,130.00 for the conveyance of a permanent easement for a trail, \$151,880.00 for the conveyance of a permanent ditch easement and \$71,160.00 for the conveyance of a permanent slope easement. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all 2021 taxes due in 2022 prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

Casa Carrera Real Estate LLC, a Colorado limited liability company

Name: LUCIANA CARRERA

Title: OWNER

Signature: 

Date: 3/9/22

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Resolution approving right-of-way agreement between Adams County and KLZ Radio Inc. for property necessary for the York Street Roadway and Drainage Improvements Project from East 78 th Avenue to East 88 th Avenue
FROM: Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the York Street Improvements Project.

BACKGROUND:

Adams County is in the process of acquiring property interests along the York Street corridor from East 78th Avenue to East 88th Avenue for the York Street Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of York Street. Attached is a copy of the right-of-way agreement between Adams County and KLZ Radio Inc., for acquisition of property interests in the amount of \$1,049,990.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution
Right-of-way agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 13**Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$15,000,000

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN
ADAMS COUNTY AND KLZ RADIO INC. FOR PROPERTY NECESSARY FOR THE
YORK STREET ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM EAST
78TH AVENUE TO EAST 88TH AVENUE IN THE AMOUNT OF \$1,049,990.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along the York Street corridor from East 78th Avenue to East 88th Avenue for the York Street Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, these permanent easement acquisitions are a portion of 8170 York Street located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by KLZ Radio Inc. (“Parcels RW-215, FEE-215, TRAIL-215, SLOPE-215 and CAD-215”); and,

WHEREAS, Adams County requires ownership of Parcels RW-215, FEE-215, TRAIL-215, SLOPE-215 and CAD-215 for construction of the Improvements; and,

WHEREAS, KLZ Radio Inc., is willing to sell Parcels RW-215, FEE-215, TRAIL-215, SLOPE-215 and CAD-215 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and KLZ Radio Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

Right-of-Way Agreement

This Agreement is made and entered into by and between **KLZ Radio Inc.** whose address is PO Box 3003, Bluebell, PA 19422-0735 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 8170 York Street hereinafter (the "Property") for the York Street Improvements Project – East 78th Avenue to East 88th Avenue (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibits "A" attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE MILLION, FORTY-NINE THOUSAND, NINE-HUNDRED NINETY AND NO/100 DOLLARS (\$1,049,990.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$146,810.00 for the conveyance of Right-of-Way, \$606,220.00 for the conveyance of a fee parcel of land for a water quality storm drainage pond, \$9,380.00 for the conveyance of a permanent easement for a recreational trail, \$164,420.00 for the conveyance of a permanent ditch easement and \$123,160.00 for the conveyance of a permanent slope easement. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all 2021 taxes due in 2022 prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:
KLZ Radio Inc.

Name: Donald B Crawford

Title: President

Signature: 

Date: 3/10/22

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

Chair

Date

Approved as to Form:

County Attorney



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with A Precious Child for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between A Precious Child and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

A Precious Child (“Tenant”) is a non-profit corporation that assists children and families facing difficult life challenges such as abuse and neglect, crises situations, and poverty. An emergency children’s clothing boutique is located on the first floor of the building. Clients must always be accompanied by an employee. For eligible families, children’s clothing, diapers, and hygiene products are available; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center to community partners, including Tenant, most of which are in the buildings’ community partners suite. However, due to the space and unique nature of Tenant, the leased premises shall be on the first floor of the building in accordance with the terms and conditions of the attached agreement. Leasing space to community partners offers them mobility to provide services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney's Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND A PRECIOUS CHILD, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, A Precious Child (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant”) is a non-profit corporation that assists children and families facing difficult life challenges such as abuse and neglect, crises situations, and poverty. An emergency children’s clothing boutique is located on the first floor of the building. Clients must always be accompanied by an employee. For eligible families, children’s clothing, diapers, and hygiene products are available; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that A Precious Child, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80033

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and A Precious Child located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that assists children and families facing difficult life challenges such as abuse and neglect, crises situations, and poverty. An emergency children's clothing boutique is located on the first floor of the building. Clients must be accompanied by an employee at all times. For eligible families, children's clothing, diapers, and hygiene products are available; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 1131 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of two tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
- 2. Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Nichole Everman
303-466-4272
Nichole@apreciouschild.org

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.

- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

A Precious Child

Executive Director

Date

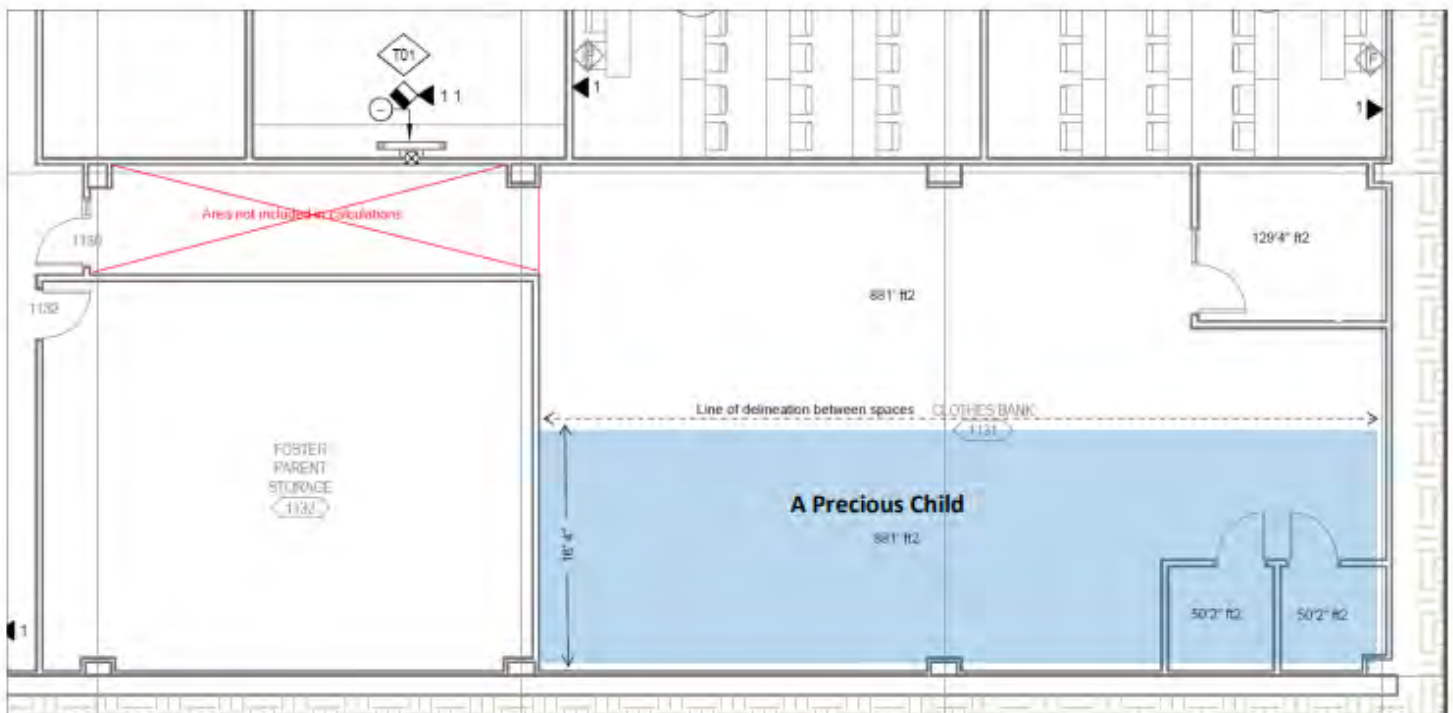
ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 1130 – 881 S.F

EXHIBIT 1



**EXHIBIT 2 – A PRECIOUS CHILD SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

A Precious Child assists children and families facing difficult life challenges such as abuse and neglect, crises situations, and poverty. An emergency children's clothing boutique is located on the first floor of the building. Clients must be accompanied by an employee at all times. For eligible families, children's clothing, diapers, and hygiene products are available.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Resolution Regarding Defense and Indemnification of James McKenzie and Matthew Marquez as Defendants Pursuant to C.R.S. § 24-10-101, et seq., 21-cv-01276-RM-NRN
FROM: Heidi Miller, County Attorney, County Attorney and Kerri Booth, Assistant County Attorney
AGENCY/DEPARTMENT: County Attorney's Office
HEARD AT STUDY SESSION ON N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners Adopt the Resolution Regarding Defense and Indemnification of James McKenzie and Matthew Marquez as Defendants Pursuant to C.R.S. § 24-10-101, et seq.

BACKGROUND:

The Board of County Commissioners formally indemnifies employees and elected officials who are named in civil lawsuits. This lawsuit is brought by Joseph Anthony Cruz who alleges his Constitutional Rights were violated, while incarcerated in the Adams County Detention Facility, when James McKenzie and Matthew Marquez allegedly failed to investigate sexual assault allegations and failed to prevent other inmates from sexually assaulting Mr. Cruz.

The County Attorney's Office has reviewed the facts of this lawsuit and it has been determined that James McKenzie and Matthew Marquez were acting within the course and scope of their employment at all relevant times relevant to this lawsuit. Therefore, the County Attorney's Office is recommending that James McKenzie and Matthew Marquez be indemnified for any potential damages that might arise out of this litigation.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

ATTACHED DOCUMENTS:

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF JAMES MCKENZIE AND MATTHEW MARQUEZ AS DEFENDANTS PURSUANT TO C.R.S. § 24-10-101, ET SEQ.

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

Potential fiscal impact is unknown. If litigation results in settlement or judgment against the County or its employees/elected officials, there would be a fiscal impact. The potential amount of that impact is impossible to estimate at this time.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION REGARDING DEFENSE AND INDEMNIFICATION OF
JAMES MCKENZIE AND MATTHEW MARQUEZ AS DEFENDANTS PURSUANT TO
C.R.S. § 24-10-101, ET SEQ.

WHEREAS, Adams County is a public entity pursuant to the Colorado Governmental Immunity Act; and,

WHEREAS, Adams County is obligated to bear the cost of the defense of its elected officials and employees and pay all judgments entered against its elected officials and employees pursuant to the Colorado Governmental Immunity Act so long as they acted within the course and scope of their employment and their acts were not willful and wanton; and,

WHEREAS, James McKenzie and Matthew Marquez have been sued in the matter of the *Joseph Anthony Cruz v. James McKenzie, et al.* in the U.S. District Court, Case Number 21-cv-01276-RM-NRN; said Defendants, being employees of Adams County at the time of the incident described in the Complaint; and,

WHEREAS, initial investigation has revealed to the satisfaction of the Board of County Commissioners and the determination has been made that the Defendants appear to have acted within the course and scope of their employment and their actions do not appear to be willful and wanton; and,

WHEREAS, pursuant to C.R.S. §§ 24-10-110, 24-10-113 and 24-10-118(5) Adams County hereby determines that it is in the public interest to bear the cost of defense for the Defendants against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants; and,

WHEREAS, in exchange for such defense, the Defendants are required to cooperate fully in the defense of this matter, including but not limited to, assisting in the discovery process, participating in mediation, facilitation, or other measures deemed appropriate by the Board of County Commissioners, and Defendants acknowledge that Adams County may settle on behalf of the Defendants any or all asserted claims, including those for personal liability and punitive damages.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that Adams County shall bear the cost of defense for James McKenzie and Matthew Marquez against all asserted claims for compensatory and punitive damages which may be pled and to pay or settle any such compensatory and punitive damage claims against said Defendants in the matter of *Joseph Anthony Cruz v. James McKenzie, et al.*

IT IS FURTHER RESOLVED that the Adams County Attorney is directed to enter her appearance as counsel for Defendants and to defend this matter.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Resolution authorizing the acquisition of property interests necessary for the construction of the improvements for the East 58 th Avenue Improvements Project – East 58 th Avenue from Clarkson Street to York Street
FROM: Brian Staley, P.E., PTOE, Public Works Director
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON:
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners authorizes the acquisition of property interests for the East 58 th Avenue Improvements Project by resolution.

BACKGROUND:

Adams County has submitted and received funding from the Adams County Board of County Commissioners for East 58th Avenue Capital Improvements Program Project – East 58th Avenue from Clarkson Street to York Street (hereinafter “Project”). The County has prepared construction plans, right-of-way plans and legal descriptions that determined the need to acquire various property interests from forty-seven (47) property ownerships. Negotiations with one fee owner of record, 5 Palms Properties, LLC (5 Palms), has not moved forward. Adams County sent a Notice of Intent to Acquire Property to ReConserve of Colorado, Inc., on August 19, 2019, pursuant to C.R.S. § 38-1-121(1), and sent a Final Offer to Purchase to acquire Parcel RW-16, Parcel PDE-16, Parcel PIE-16 and Parcel TCE-16, to ReConserve of Colorado, Inc., on February 9, 2022, based on an appraisal of such property, to which Adams County received no response. To assure that the acquisitions can be obtained in a timely manner and not jeopardize project deadlines, County staff needs to have authority to use the power of eminent domain to acquire the property interests necessary for the Project should good faith negotiations be unsuccessful. The resolution allows the Board of County Commissioners to authorize the use of eminent domain to acquire property interests for the East 58th Avenue Project.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works and Office of the County Attorney

ATTACHED DOCUMENTS:

Draft resolution, legal descriptions of Parcel RW-16, Parcel PDE-16, Parcel PIE-16 and Parcel TCE-16

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION AUTHORIZING THE ACQUISITION OF PROPERTY INTERESTS
NECESSARY FOR THE CONSTRUCTION OF IMPROVEMENTS FOR THE
EAST 58TH AVENUE IMPROVEMENTS PROJECT – EAST 58TH AVENUE FROM
WASHINGTON STREET TO YORK STREET

WHEREAS, Adams County has proposed the construction of East 58th Avenue from Washington Street to York Street (the Project); and,

WHEREAS, Adams County, through engineering studies and design, has deemed it necessary to construct improvements as part of the Project consisting of the construction of a roadway and its appurtenances, including but not limited to roadway pavement; curb, gutter and sidewalk; pedestrian paths; drainage infrastructures; and streetscaping required for the Project; and,

WHEREAS, Adams County Public Works Department has submitted the Project to the Adams County Board of County Commissioners for the consideration of funds to construct the Project; and,

WHEREAS, Adams County Board of County Commissioners has approved funding for the Project; and,

WHEREAS, Adams County has also budgeted funds for the acquisition of the necessary property interests required for the Project; and,

WHEREAS, right-of-way and design plans for the Project are available upon request from the Adams County Public Works Department; and,

WHEREAS, to the best knowledge of Adams County, ReConserve of Colorado, Inc., is the fee owner of record of property necessary to be acquired for the Project identified as Parcel RW-16, Parcel PDE-16, Parcel PIE-16 and Parcel TCE-16 and described more specifically in the attached exhibit; and,

WHEREAS, Adams County sent a Notice of Intent to Acquire Property to ReConserve of Colorado, Inc., on August 19, 2019, pursuant to C.R.S. § 38-1-121(1), and sent a Final Offer to Purchase to acquire Parcel RW-16, Parcel PDE-16, Parcel PIE-16 and Parcel TCE-16, to ReConserve of Colorado, Inc., on February 9, 2022, based on an appraisal of such property, but has been unable to acquire property through negotiation; and,

WHEREAS, the construction of the Project will serve the general public and is necessary for the health, safety and welfare of the citizens of Adams County; and,

WHEREAS, Adams County has the authority to use the power of eminent domain to condemn private property for county road purposes pursuant to C.R.S. § 43-2-112.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that it is in the interest of the general public's health, safety and welfare to acquire the property interests necessary for the Project and to construct the Project.

BE IT FURTHER RESOLVED, that the Public Works Department or its designee is hereby authorized and directed to acquire the property interests necessary for the Project as identified herein above based on good faith negotiations.

BE IT FURTHER RESOLVED, that the County Attorney's Office, or outside counsel hired by the County Attorney's Office, is authorized to acquire by means of eminent domain any of the property interests necessary for the construction of the Project, including Parcel RW-16, Parcel PDE-16, Parcel PIE-16 and Parcel TCE-16.

BE IT FURTHER RESOLVED, that immediate possession of the property interests necessary for the construction of the Project is necessary and required for the reasons and purposes described herein.



Drexel, Barrell & Co.

AUGUST 31, 2021

LEGAL DESCRIPTION PARCEL RW-16 RIGHT-OF-WAY DEDICATION

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, RECONSERVE OF COLORADO, RECORDED AT RECEPTION NO. 2018000097401, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF FRANKLIN STREET, THENCE N89°54'29"W, 495.89 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N32°35'32"E, 35.57 FEET ALONG THE WESTERLY LINE OF SAID LOT 1;

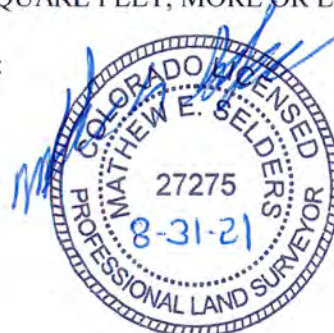
THENCE THE FOLLOWING SIX (6) COURSES;

1. S00°05'31"W, 10.00 FEET;
2. S89°54'29"E, 200.46 FEET;
3. S58°06'24"E, 29.41 FEET;
4. S89°54'29"E, 208.32 FEET;
5. N65°50'34"E, 24.99 FEET;
6. N31°58'28"E, 38.28 FEET TO THE EASTERLY LINE OF SAID LOT 1, SAID POINT ALSO BEING ON SAID WESTERLY LINE OF FRANKLIN STREET;

THENCE S00°05'50"W, 47.27 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND ALONG SAID WESTERLY LINE OF FRANKLIN STREET TO THE **POINT OF BEGINNING**.

CONTAINING 0.147 ACRES OR 6386 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELTERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



H:\20961-00BLTR\Survey\Drawings\R.O.W. TAKES AND CONSTRUCTION EASEMENTS\20961-00-ROW-EXHIBITS-RW-16.dwg, 8/10/2021 8:20:24 AM



POINT OF BEGINNING
SE COR., LOT 1



NOTES

- IN ACCORDANCE WITH CRS 13-80-105;

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date	Drawn By	Job No.
	8-9-21	VJD	20961-00
	Scale	Checked By	Drawing No.
	1"=80'	MES	IN FILE



Drexel, Barrell & Co.

AUGUST 31, 2021

LEGAL DESCRIPTION PARCEL PDE-16 PERMANENT DRAINAGE EASEMENT

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, RECONSERVE OF COLORADO, RECORDED AT RECEPTION NO. 2018000097401, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF FRANKLIN STREET, THENCE N00°05'50"E, 55.45 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 AND ALONG SAID WESTERLY LINE OF FRANKLIN STREET;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. N89°54'29"W, 13.16 FEET;
2. S31°58'28"W, 33.56 FEET;
3. S65°50'34"W, 16.94 FEET;
4. N89°54'29"W, 139.40 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

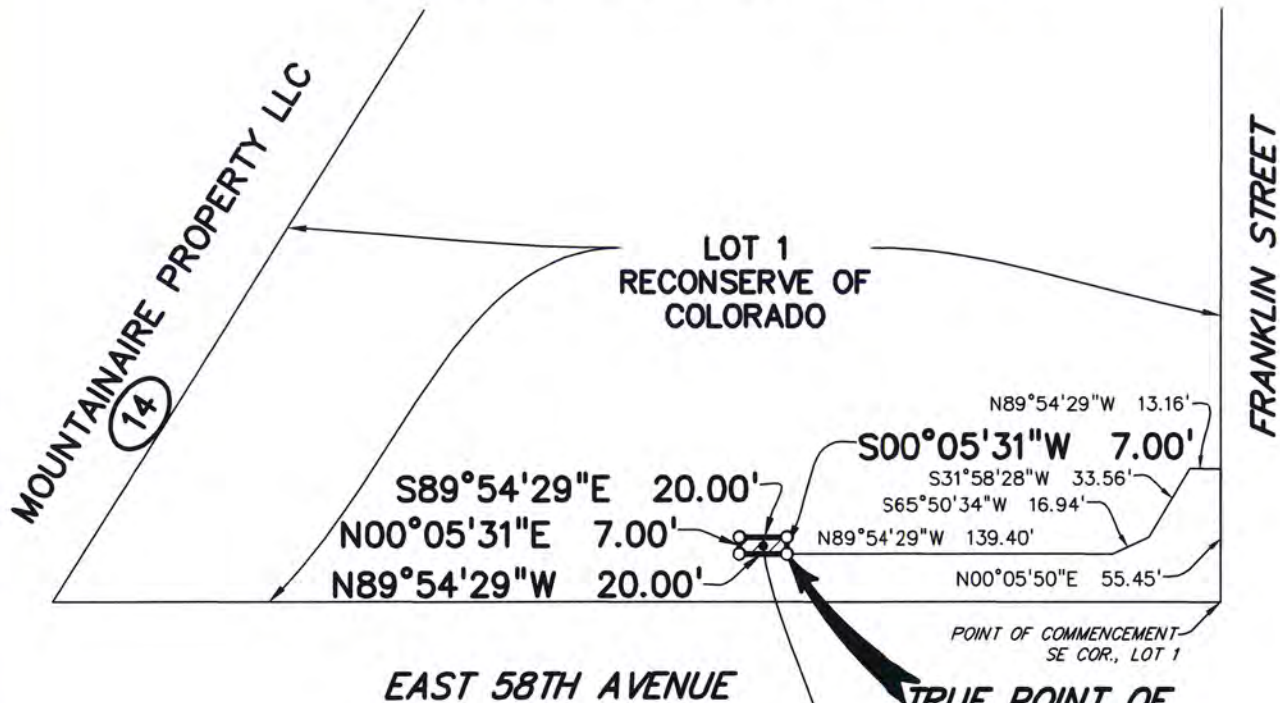
1. N89°54'29"W, 20.00 FEET;
2. N00°05'31"E, 7.00 FEET;
3. S89°54'29"E, 20.00 FEET;
4. S00°05'31"W, 7.00 FEET TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 0.003 ACRES OR 140 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELTERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT
PARCEL PDE-16
PERMANENT DRAINAGE EASEMENT



PDE-16

RECONSERVE OF COLORADO INC
C/O RYAN LLC ATTN: ANDREW GROVE
5801 FRANKLIN STREET
AREA = 140 SQ. FT. +/-,
0.003 ACRES +/-



SCALE 1" = 80'

NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
2. INFORMATION PERTAINING TO OWNERSHIP & RIGHT-OF-WAY IS BASED UPON PUBLIC INFORMATION AVAILABLE FROM THE ADAMS COUNTY ASSESSORS OFFICE, AND DOES NOT CONSTITUTE A TITLE SEARCH BY DREXEL, BARRELL & CO. TO DETERMINE OWNERSHIP & EASEMENTS OF RECORD.

IN ACCORDANCE WITH CRS 13-80-105;

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0845



Revisions - Date

Date

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8-9-21

VJD

20961-00

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Checked By

Drawing No.

1"=80'

MES

IN FILE



Drexel, Barrell & Co.

AUGUST 31, 2021

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION

PARCEL WALL-16

PERMANENT WALL MAINTENANCE AND DRAINAGE EASEMENT

A TRACT OF LAND BEING A PORTION OF LOT 1, RECONSERVE OF COLORADO, RECORDED AT RECEPTION NO. 2018000097401, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE THE FOLLOWING EIGHT (8) COURSES;

1. S31°58'28"W, 38.28 FEET;
2. S65°50'34"W, 24.99 FEET;
3. N89°54'29"W, 208.32 FEET;
4. N58°06'24"W, 29.41 FEET;
5. S89°54'29"E, 229.99 FEET;
6. N65°50'34"E, 16.94 FEET;
7. N31°58'28"E, 33.56 FEET;
8. S89°54'29"E, 13.16 FEET TO SAID WESTERLY LINE OF FRANKLIN STREET AND SAID EASTERLY LINE OF LOT 1;

THENCE S00°05'50"W, 8.18 FEET ALONG SAID WESTERLY LINE OF FRANKLIN STREET AND ALONG SAID EASTERLY LINE OF LOT 1 TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 0.099 ACRES OR 4332 SQUARE FEET, MORE OR LESS.

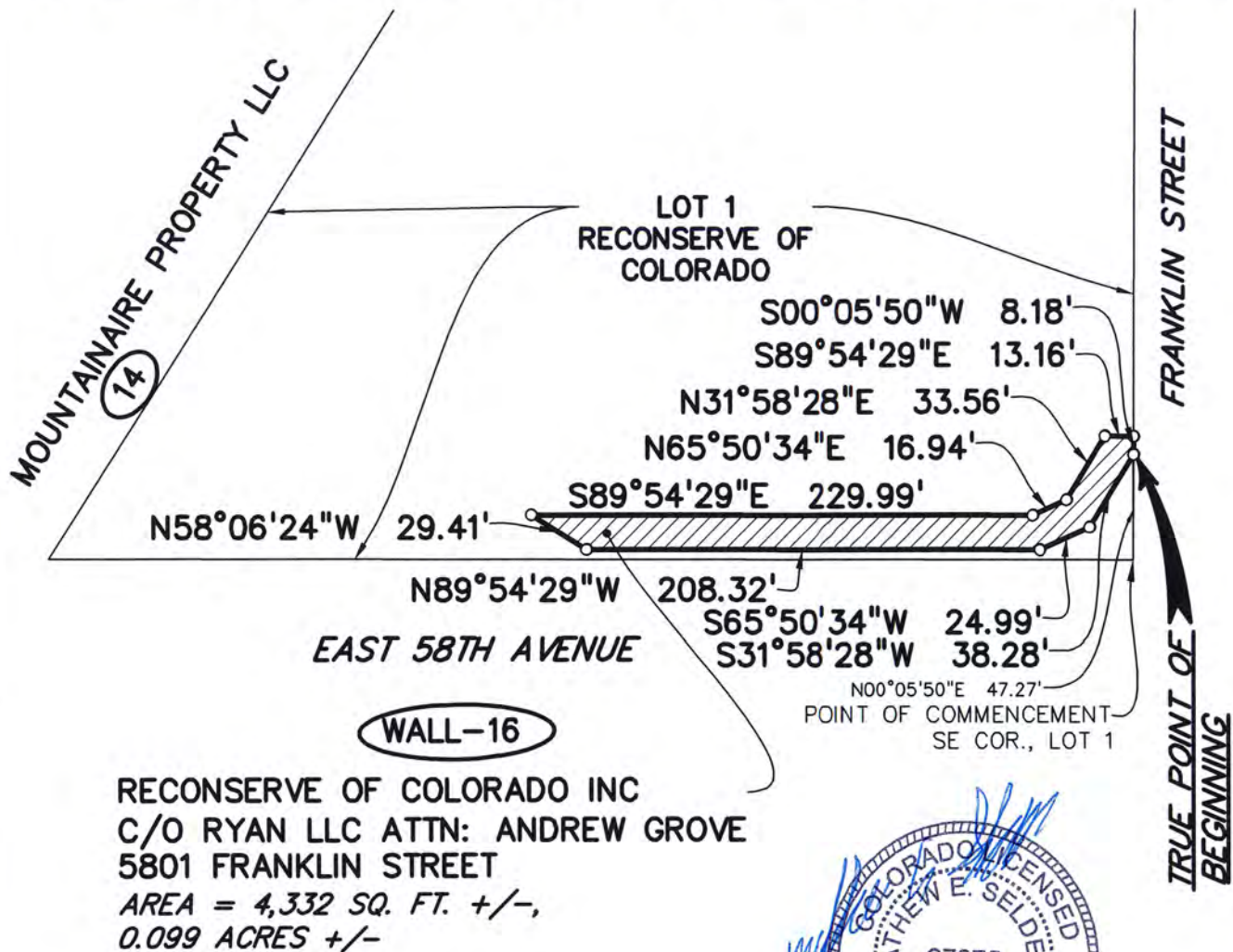
LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT

PARCEL WALL-16

PERMANENT WALL MAINTENANCE AND DRAINAGE EASEMENT



SCALE 1" = 80'

NOTES

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IN ACCORDANCE WITH CRS 13-80-105;

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Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 260-0887

GREELEY, COLORADO (970) 351-0645

Revisions - Date

Date

Drawn By

Job No.

8-9-21

VJD

20961-00

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Checked By

Drawing No.

1"=80'

MES

IN FILE



Drexel, Barrell & Co.

AUGUST 31, 2021

LEGAL DESCRIPTION PARCEL TCE-16A TEMPORARY CONSTRUCTION EASEMENT

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

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COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE; THENCE N89°54'29"W, 495.89 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 1 AND ALONG SAID NORTHERLY LINE OF EAST 58TH AVENUE TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE N32°35'32"E, 35.57 FEET ALONG THE WESTERLY LINE OF SAID LOT 1 TO THE **TRUE POINT OF BEGINNING**;

THENCE THE FOLLOWING FOUR (4) COURSES;

1. S89°54'29"E, 210.00 FEET;
2. S00°05'31"W, 10.00 FEET;
3. N89°54'29"W, 210.00 FEET;
4. N00°05'31"E, 10.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.048 ACRES OR 2100 SQUARE FEET, MORE OR LESS.

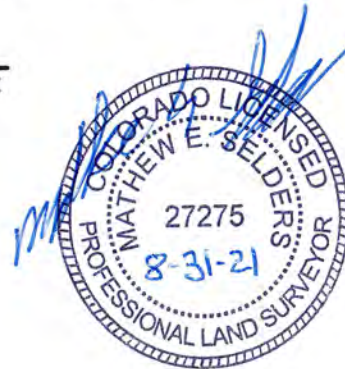
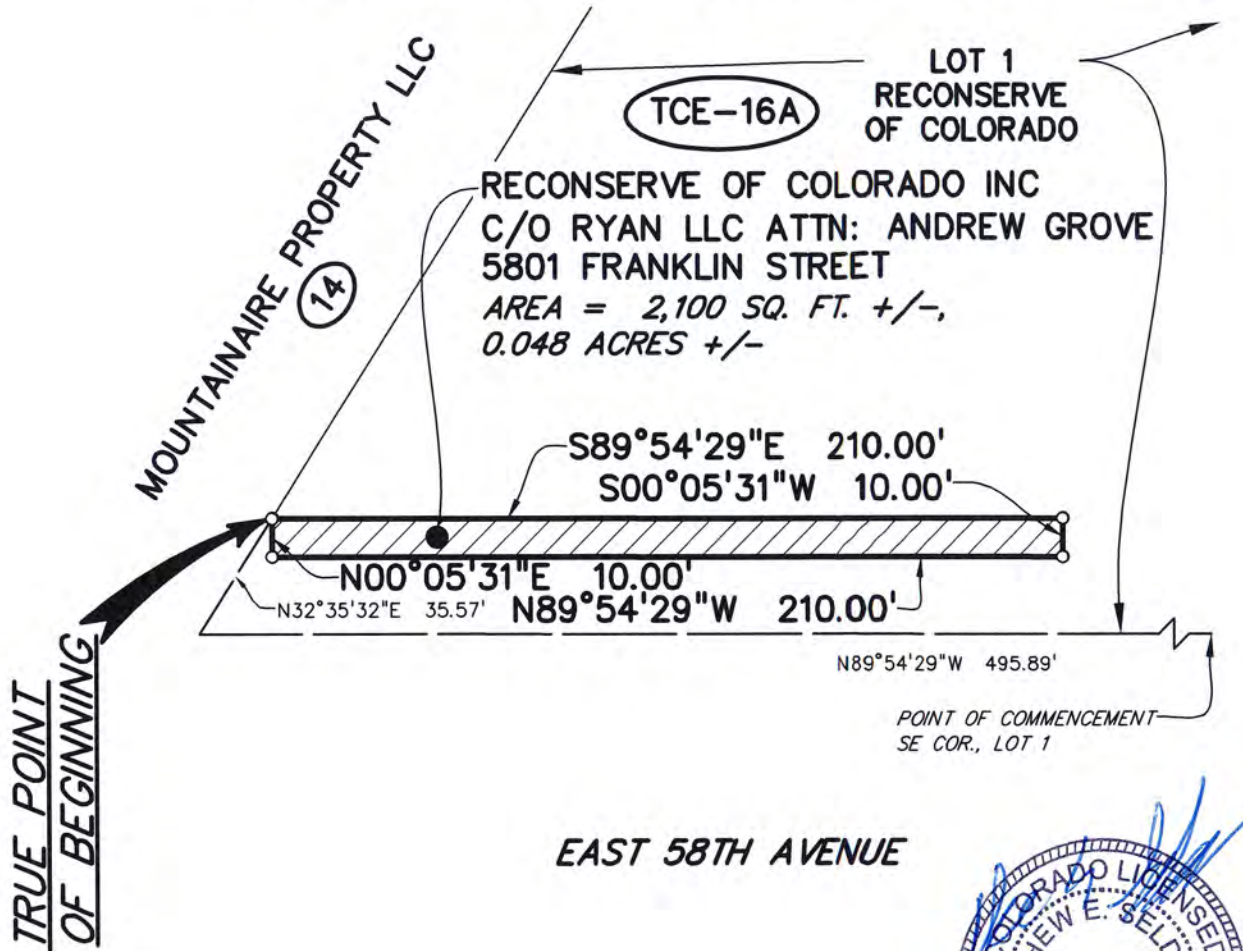
LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELDERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT

PARCEL TCE-16A

TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 50'

NOTES

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IN ACCORDANCE WITH CRS 13-80-105;

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Drexel, Barrell & Co. Engineers/Surveyors
 1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338
 BOULDER, COLORADO (303) 442-4338
 COLORADO SPRINGS, COLORADO (719) 260-0887
 GREELEY, COLORADO (970) 351-0645

Revisions - Date	Date	Drawn By	Job No.
	8-9-21	VJD	20961-00
	Scale	Checked By	Drawing No.
	1"=50'	MES	IN FILE



Drexel, Barrell & Co.

AUGUST 31, 2021

LEGAL DESCRIPTION PARCEL TCE-16B TEMPORARY CONSTRUCTION EASEMENT

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

A TRACT OF LAND BEING A PORTION OF LOT 1, RECONSERVE OF COLORADO, RECORDED AT RECEPTION NO. 2018000097401, LOCATED IN THE SW1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF EAST 58TH AVENUE, SAID POINT ALSO BEING ON THE WESTERLY LINE OF FRANKLIN STREET, THENCE N00°05'50"E, 55.45 FEET ALONG THE EASTERLY LINE OF SAID LOT 1 AND ALONG SAID WESTERLY LINE OF FRANKLIN STREET TO THE **TRUE POINT OF BEGINNING**;

THENCE THE FOLLOWING THREE (3) COURSES;

1. N89°54'29"W, 7.00 FEET;
2. N00°05'50"E, 30.00 FEET;
3. S89°54'29"E, 7.00 FEET TO SAID EASTERLY LINE OF LOT 1 AND SAID WESTERLY LINE OF FRANKLIN STREET;

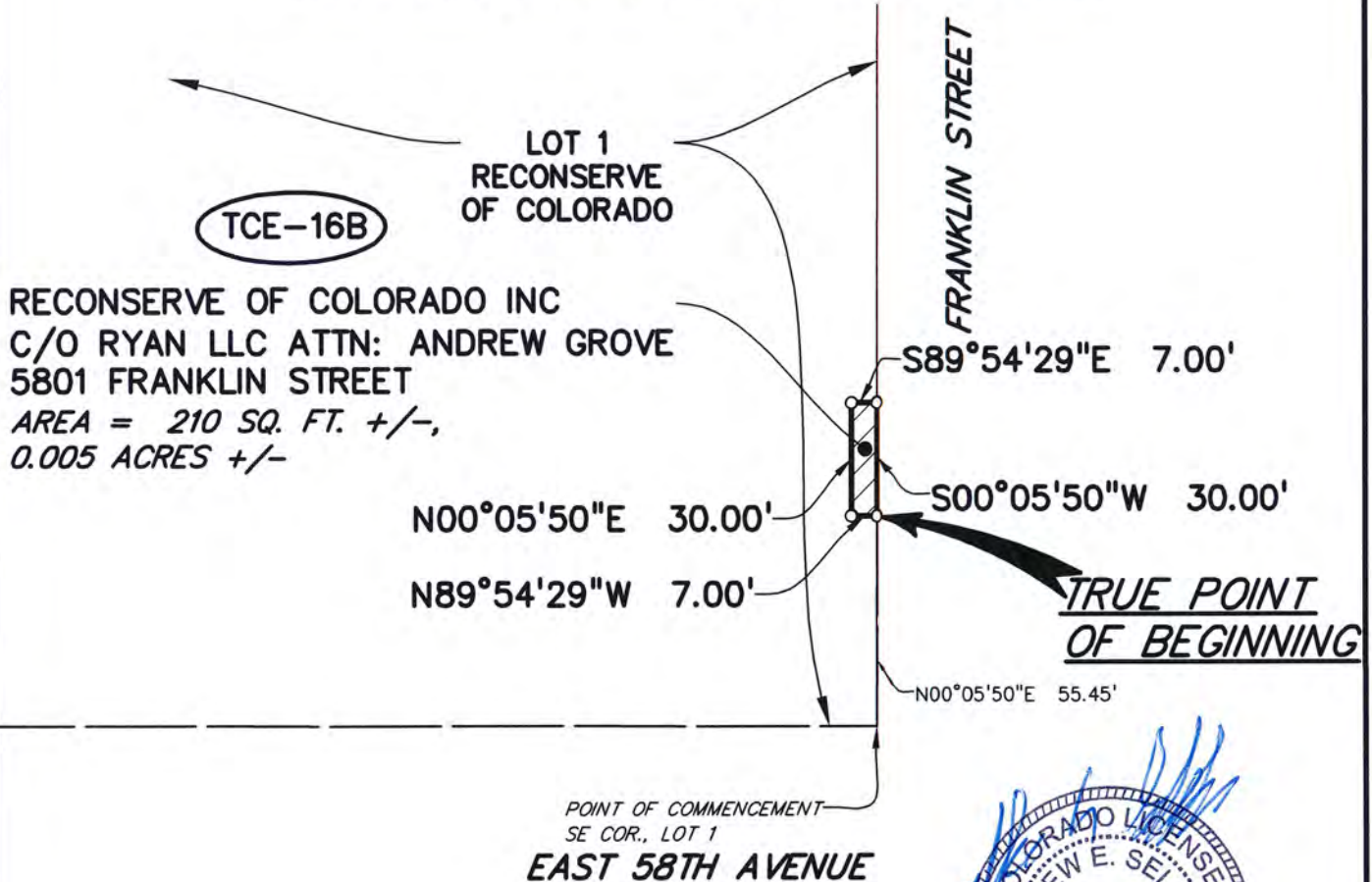
THENCE S00°05'50"W, 30.00 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND ALONG SAID WESTERLY LINE OF FRANKLIN STREET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.005 ACRES OR 210 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
MATHEW E. SELTERS
DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, CO 80301
(303) 442-4338



EXHIBIT
PARCEL TCE-16B
TEMPORARY CONSTRUCTION EASEMENT



SCALE 1" = 50'

NOTES

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IN ACCORDANCE WITH CRS 13-80-105;

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

Drexel, Barrell & Co.

Engineers/Surveyors

1800 38TH STREET BOULDER, COLORADO 80301 (303) 442-4338

BOULDER, COLORADO (303) 442-4338

COLORADO SPRINGS, COLORADO (719) 280-0887

GREELEY, COLORADO (970) 351-0645



Revisions - Date

Date
8-9-21

Drawn By
VJD

Job No.
20961-00

Scale
1"=50'

Checked By
MES

Drawing No.
IN FILE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022	
SUBJECT:	Intergovernmental Agreement between Adams County, Colorado and North Washington Street Water and Sanitation District regarding East 58th Avenue Improvements Project
FROM:	Brian Staley, PE, PTOE, Director, Public Works Janet Lundquist, Deputy Director Public Works René Valdez, Capital Improvements Program Manager, Public Works Russell T. Nelson, PE, Senior Stormwater Engineer, Public Works
AGENCY/DEPARTMENT: Public Works	
HEARD AT STUDY SESSION ON:	
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO	
RECOMMENDED ACTION: That the Board of County Commissioners approve the Intergovernmental Agreement between Adams County, Colorado, and North Washington Street Water and Sanitation District Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad and Franklin Street Improvements from East 54th Avenue to East 58th Avenue	

BACKGROUND:

Adams County and North Washington Street Water and Sanitation District, desire to enter into an Intergovernmental Agreement regarding the East 58th Avenue project. District owns and maintains water lines and sanitary sewer lines in county right-of-way that are affected by the project. The county agrees to include the relocation and/or adjustment of the district 's water lines and sanitary sewer lines within the project. District agrees to cost sharing with the county for costs associated with the relocation and/or adjustment of the district water lines and sanitary sewer lines. The agreement outlines the responsibilities of both district and county regarding the project and associated costs. District has approved the agreement.

District has allocated Four Million, Four Hundred thousand dollars (\$4,400,000) as its contribution for the District Improvements.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works
County Attorney's Office
North Washington Street Water and Sanitation District and their council

ATTACHED DOCUMENTS:

Resolution
Intergovernmental Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 00013**Cost Center:** 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	15,000,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u>\$15,000,000</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY, COLORADO AND
NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT
REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD
AND FRANKLIN STREET IMPROVEMENTS FROM
EAST 54TH AVENUE TO EAST 58TH AVENUE

WHEREAS, Adams County and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" desire to enter into an Intergovernmental Agreement (the "IGA") regarding the East 58th Avenue project (the "Project"); and,

WHEREAS, District owns and maintains water lines and sanitary sewer lines in the County right-of-way that are affected by the Project; and,

WHEREAS, the County agrees to include the relocation and/or adjustment of District's water lines and sanitary sewer lines affected by the Project; and,

WHEREAS, District agrees to cost sharing with the County for costs associated with the relocation and/or adjustment of District's water lines and sanitary sewer lines affected by the Project; and,

WHEREAS, as shown on the 58th Avenue Schedules Summary, it is estimated that District will reimburse the County \$2,515,177.63 for the relocation and/or adjustment of District's water lines and sanitary sewer lines affected by the Project; and,

WHEREAS, the IGA outlines the responsibilities of both District and the County regarding the Project and associated costs; and,

WHEREAS, District has approved the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement between Adams County, Colorado and North Washington Street Water and Sanitation District Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad and Franklin Street Improvements from East 54th Avenue to East 58th Avenue, attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County.

INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY, COLORADO AND
NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT
REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD
AND FRANKLIN STREET IMPROVEMENTS FROM
EAST 54TH AVENUE TO EAST 58TH AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this _____ day of _____, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into

the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), District shall provide the County with a bid schedule for the District 58th Avenue Water Improvements ("58th Avenue Schedule B") and 58th Avenue Sewer Improvements ("58th Avenue Schedule C") in a format mutually acceptable to the County and District. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the District 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform District of the 58th Avenue Ad Date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to District for consideration. District shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall be provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that District has allocated a total of Four Million, Four Hundred thousand dollars (\$4,400,000) as its contribution for the District Improvements ("District's Contribution"). If District does not accept the bids for the District Improvements, or if the bids otherwise exceed District's Contribution, District may reject the bids and District may elect to terminate its obligations with regard to the District 58th Avenue Improvements, or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by District. Upon such termination, District shall relocate its facilities, the District 58th Avenue Improvements, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in 58th Avenue Schedules B and C, plus District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. District, in its discretion, and upon review of District's proposed expenses and

schedules for the 58th Avenue Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. District's estimated costs for 58th Avenue Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Metro fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between District and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between District and the County in this IGA.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements. These activities will be conducted by consultants under contract with the District. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;

- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing – Quality Assurance
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$954,937.27.

ii). District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Water Improvements shall be based upon the actual construction costs

for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule B. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule B divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$119,045.21. Additionally, District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Sewer Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule C. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Sewer Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule C divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$239,444.20.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

II. Franklin Street Improvements

1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements (if any), the District Franklin Water Street Improvements, the

Metro Franklin Street Water Improvements, the Xcel Franklin Street Water Improvements (if any), and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). District shall provide the County with a bid schedule for the District Franklin Street Water Improvements in a format mutually acceptable to the County and District. The County shall inform District of the date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall have been provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

b. Termination. If District does not accept the bids for the District Franklin Street Water Improvements, District may reject the bids and District may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract

Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedules B and the Franklin Street Schedule C, plus District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. District's estimated costs in Franklin Street Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Metro's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Xcel Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel, if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel, if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for District are set forth and included in the bid items and quantities listed in Franklin Street Schedules B and C. The County acknowledges and agrees that its agreement with Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule E, requiring Xcel to assume its portion of the associated costs therein, if applicable.

g. District's cost estimates in Franklin Street Schedules B and C shall include a line item for MCR. The MCR amounts to be included in District's cost estimate in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Water Improvements and the Franklin Street Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

h. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

i. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. These activities will be conducted by consultants under contract with District. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

j. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities

- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing – Quality Assurance
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

k. The County, the District, Metro and Xcel, if applicable shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: $[\text{Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)}]$, for example (using the estimated costs from all Schedules) \$0.00.

ii) District's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedules B and C. Therefore, District's portion of the Administrative Expenses for the District Franklin Street Water Improvements would be calculated as follows: $[\text{Franklin Street Schedule F multiplied by Franklin Street Schedule B divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)}]$, for example (using the estimated costs from all Schedules) \$52,183.47.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A,

B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to District for reimbursement of Project expenditures associated with District's portion of the Project. Subject to the provisions of Paragraph III.5., below, District will reimburse the County for any work approved by District within 30 days of receipt of invoice. County will prepare a final invoice to be paid by District based on the final and actual Project costs, but such cost will not exceed the amount appropriated by District's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. District hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be at all times subject to District's inspection and approval. The District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall meet or exceed the District's Engineering Standards, the 16th Edition of the Denver Water's Engineering Standards, Denver Water's Capital Projects Construction Standards and shall be in compliance with plans approved by District. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. Except as otherwise set forth herein and subject to District's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, District will own the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. Transfer of ownership of the District 58th Avenue Water Improvements, the District 58th Avenue

Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to District.

3. The contract between the County and the construction contractor shall consider District similar to the County as an "Owner" with respect to District's design, the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. In addition to the rights and remedies set forth in this Agreement, District shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. District shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If District requests any changes to the construction contract, the County shall duly consider District's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list District and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of District.

4. All warranties for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements will be assigned to District upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on all District Improvements that will begin after the initial date of acceptance of the Project. The warranty shall state that the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. District and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by District, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, District and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, District and County are unable to agree on such a reasonable alternative, District may, in its discretion, terminate the IGA and District shall complete the remaining portions of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and Metro 58th Avenue Water, the District Franklin Street Sewer Improvements and shall not be liable to the County for any further costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

6. District shall review all material and workmanship associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, Metro and the District Franklin Street Sewer Improvements. District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements. Metro, or its contractors shall document changes to the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

Street Sewer Improvements construction plans. The construction contractor shall provide District with surveyed as-built information. As-built survey points shall be taken at all fittings, meter locations, services, taps, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide District with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

7. District agrees to designate a District Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to District, regarding the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

IV. Term. The term of this IGA shall be from the date first written above through the duration of the awarded construction contract schedule and warranty period.

V. Miscellaneous

1. Execution of Agreements with Metro and Xcel. Upon execution of the Metro and Xcel agreements, each such agreement shall be considered attached hereto by reference.

2. Non-Appropriation. The County understands, and District agrees, that District will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event District fails to appropriate sufficient funds to make such payments, District may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution ("TABOR") the obligations of the Parties pursuant to the Agreement shall not constitute or be interpreted as a multi-fiscal year obligation or debt of the Parties, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither District nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In

the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified, or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:
Public Works Director
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

With Copy to:
County Attorney

Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

If to District:
District's District Manager
North Washington Street Water and Sanitation District
Denver, CO 80229

With Copy to:
Russ Dykstra
Spencer Fane, LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and
Sanitation District

District Manager

APPROVED AS TO FORM:

North Washington Street Water and Sanitation District
General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the
Board of County Commissioners

Chair, Adams County
Board of County Commissioners

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

County Attorney's Office

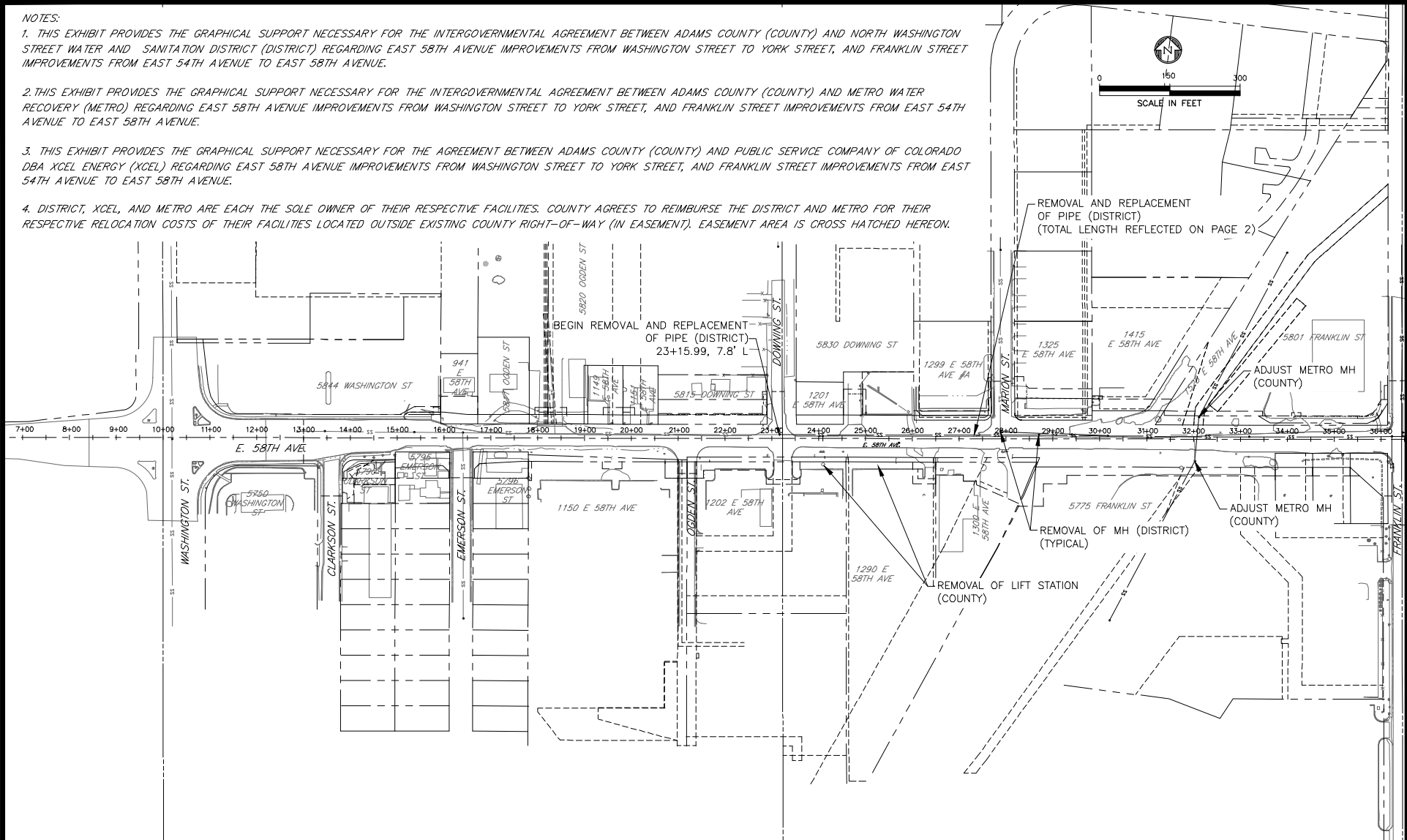
EXHIBIT A

(Plans showing Responsibilities of Water and Sanitary Sewer Facilities)

EXHIBIT A - SHEET 1 OF 4

NOTES:

1. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT (DISTRICT) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
2. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND METRO WATER RECOVERY (METRO) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
3. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY (XCEL) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
4. DISTRICT, XCEL, AND METRO ARE EACH THE SOLE OWNER OF THEIR RESPECTIVE FACILITIES. COUNTY AGREES TO REIMBURSE THE DISTRICT AND METRO FOR THEIR RESPECTIVE RELOCATION COSTS OF THEIR FACILITIES LOCATED OUTSIDE EXISTING COUNTY RIGHT-OF-WAY (IN EASEMENT). EASEMENT AREA IS CROSS HATCHED HEREON.



PREPARED BY:

DBC
Drexel, Barrell & Co.
Engineers & Surveyors
1800 54TH STREET
BOULDER, COLORADO 80501
GARRETT LINGREIN, P.E.
(303) 442-4338
BOULDER
COLORADO SPRINGS
GREELEY

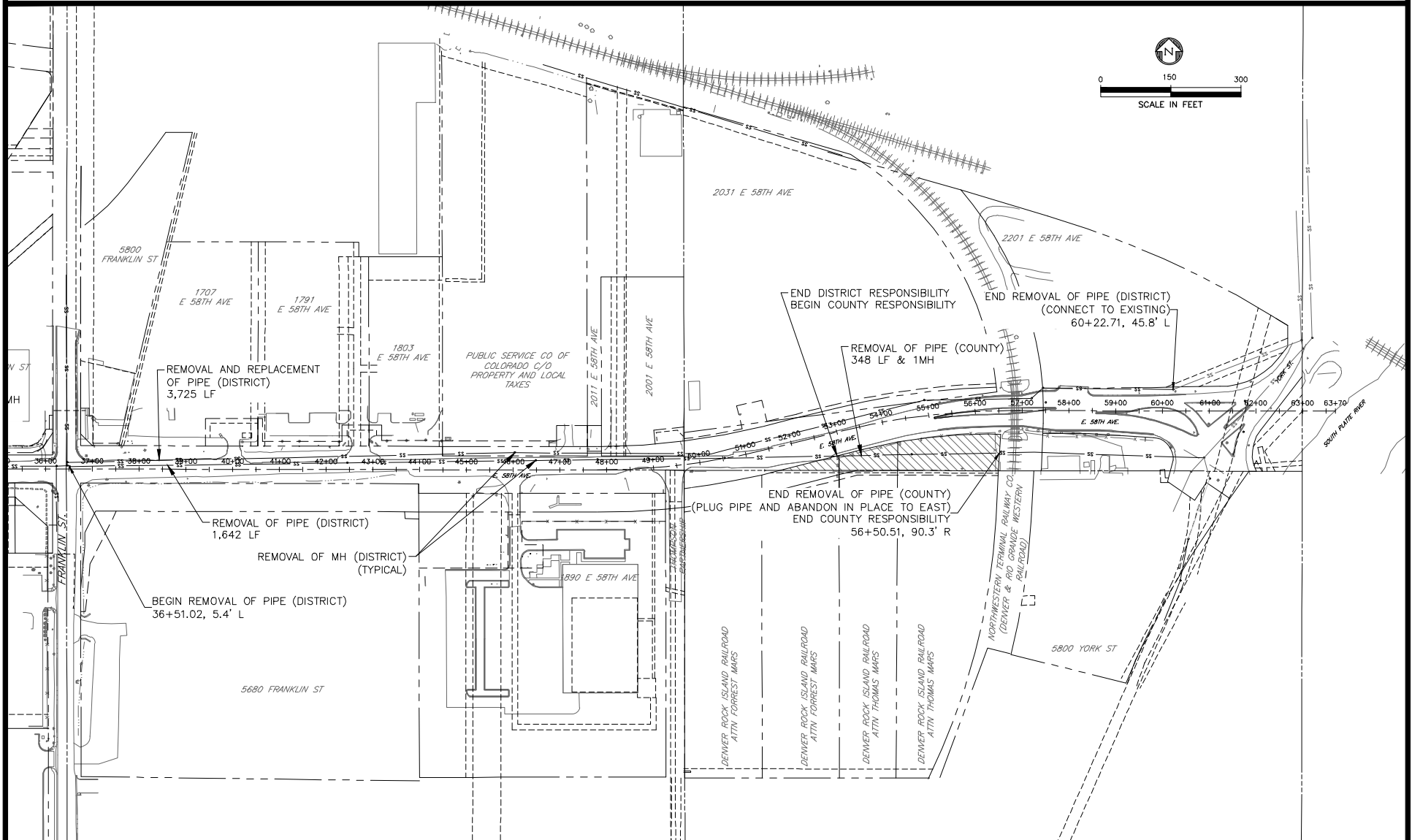
OWNER/CLIENT:

ADAMS COUNTY
COLORADO
4430 SOUTH ADAMS COUNTY
PARWAY
BRIGHTON, CO 80601
(720) 523-6966
RUSSELL T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A
1 OF 4

EXHIBIT A - SHEET 2 OF 4



PREPARED BY:



Drexel, Barrell & Co.
Engineers & Surveyors
1800 53TH STREET
BOULDER, COLORADO 80501
GARRETT LINGREIN, P.E.
(303) 442-4338
BOULDER
COLORADO SPRINGS
GREELEY

OWNER/CLIENT:

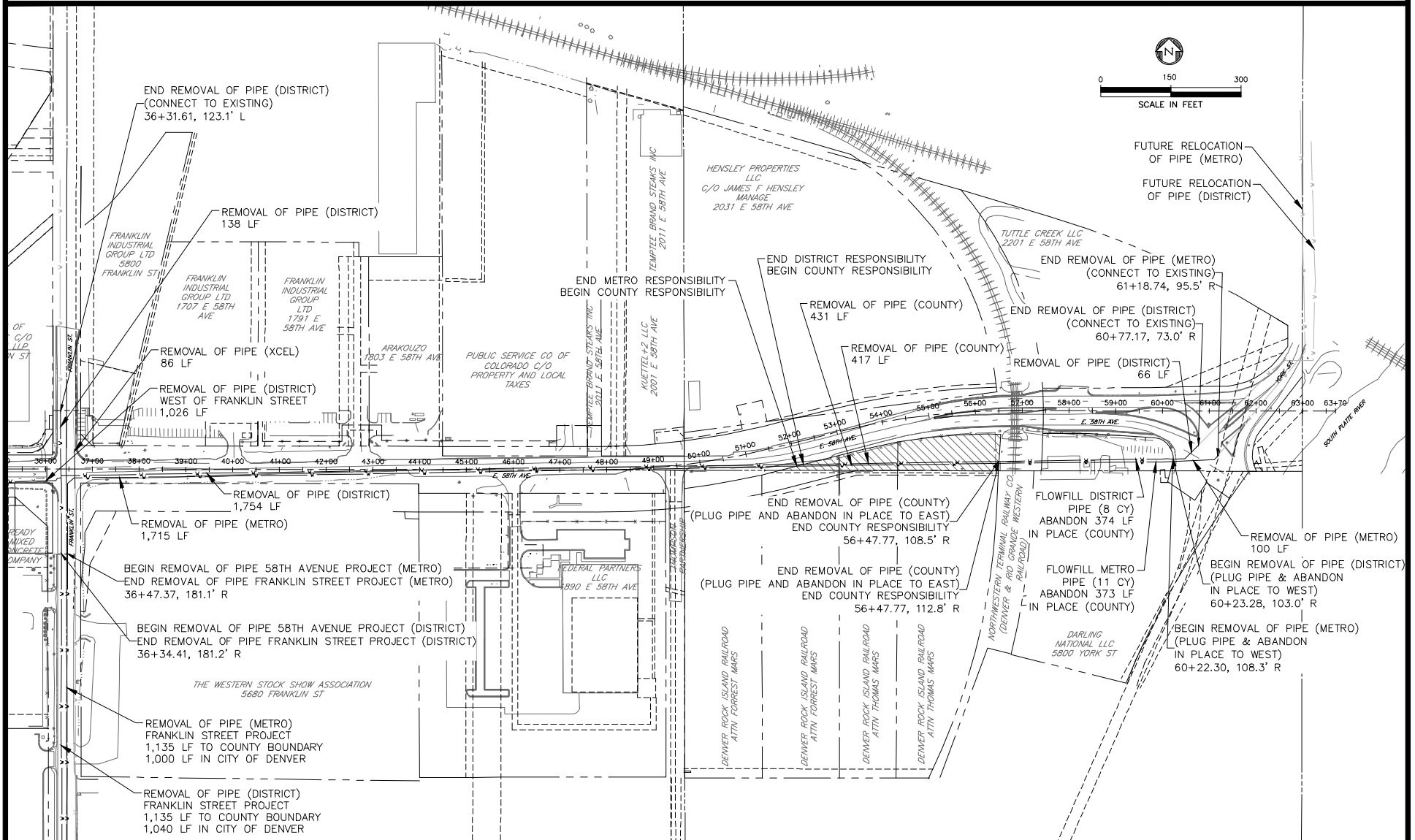


4430 SOUTH ADAMS COUNTY
PARKWAY
BRIGHTON, CO 80601
(720) 523-6966
RUSSELL T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A
2 OF 4

EXHIBIT A - SHEET 3 OF 4



PREPARED BY:



Drexel, Barrell & Co.
Engineers Surveyors
1800 58TH STREET
BOULDER, COLORADO 80301
GARRETT LINGREIN, PE
(303) 442-4338
BOULDER
COLORADO SPRINGS
GRIFFIN

OWNER/CLIENT:

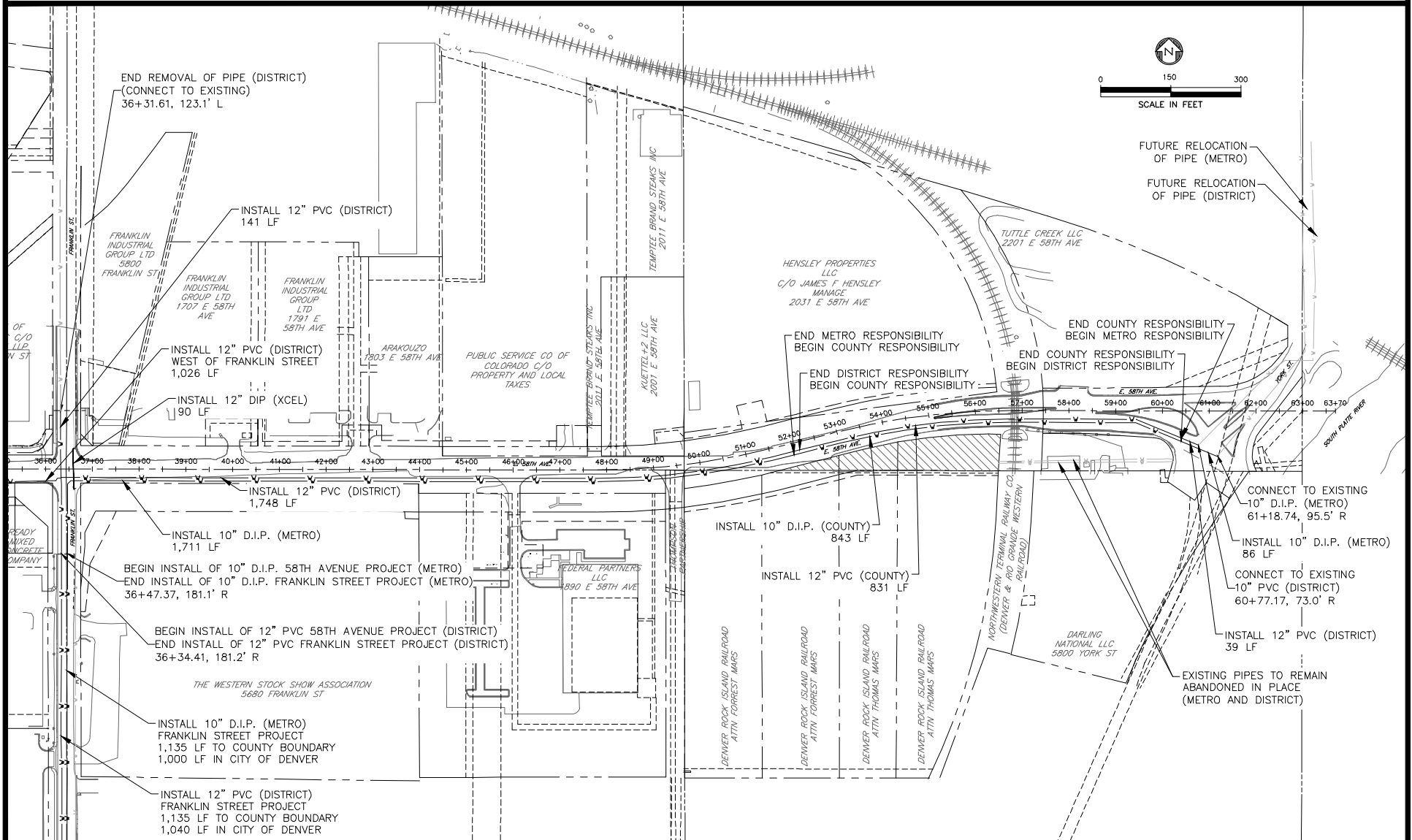


4430 SOUTH ADAMS COUNTY
FARMWAY
BRIGHTON, CO 80601
(720) 523-6966
RUSSELL T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A
3 OF 4

EXHIBIT A - SHEET 4 OF 4



PREPARED BY:



Drexel, Barrell & Co.
Engineers Surveyors
1800 38TH STREET
BOULDER, COLORADO 80301
GARRETT LINGREEN, PE
(303) 442-4338
BOULDER
COLORADO SPRINGS
GREELEY

OWNER/CLIENT:



4430 SOUTH ADAMS COUNTY
PARKWAY
BRIGHTON, CO 80601
(720) 523-6966
RUSSELL T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A
4 OF 4

EXHIBIT B

(Placeholder for Intergovernmental Agreement with Metro)

EXHIBIT B
(Metro IGA - 77 pages)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN ADAMS COUNTY, COLORADO AND
METRO WATER RECOVERY REGARDING
EAST 58TH AVENUE IMPROVEMENTS FROM
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD
AND FRANKLIN STREET IMPROVEMENTS FROM
EAST 54TH AVENUE TO EAST 58TH AVENUE**

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this 3rd day of February, 2022, by and between Adams County, Colorado, a body politic ("County"), and Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq, each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project (the "District Franklin Street Water Improvements"), (the "Metro Franklin Street Water Improvements"), and (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), as depicted on Exhibit A, and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their

portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Metro Option Period for the 58th Avenue Project.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date as an alternate bid item. The invitation for bids for the 58th Avenue Project and the Franklin Street project, if included pursuant to paragraph II.1.a.. will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), Metro shall provide the County with a bid schedule for the Metro 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and Metro. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Metro 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Metro of the 58th Avenue Ad Date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall be provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Metro has allocated a total of seven-hundred thousand dollars (\$700,000) as its contribution for the Metro 58th Avenue Water Improvements ("Metro's Contribution"). If the bids for the Metro 58th Avenue Water Improvements exceed Metro's Contribution, Metro shall have sixty (60) days (or such other period of time mutually agreed upon between Metro and the County), to provide the County with written confirmation whether it will accept the bids. If Metro does not accept the bids for the Metro 58th Avenue Water Improvements, or if the bids otherwise exceed Metro's Contribution, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Metro 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by Metro.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Metro's estimated costs for 58th Avenue Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro 58th Avenue Water Improvements shall be approved by Metro in writing therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule E. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Metro. Metro agrees to perform, at its own costs the following activities associated with the design, construction, and acceptance of the Metro 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule G, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;

- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$954,937.27.

ii). Metro's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule D. Therefore, Metro's portion of the 58th Avenue Administrative Expenses for the Metro 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule D divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$45,545.80.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

II. Franklin Street Improvements

1. Metro Franklin Street Water Improvements.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements as a bid alternate together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". To the extent that the District and Xcel submit bids for the Franklin Street Improvements, the invitation for bids may consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.i., herein). Metro shall provide the County with a bid schedule for the Metro Franklin Street Water Improvements in a format mutually acceptable to the County and Metro. The County shall inform Metro of the date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive

bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall have been provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

b. Termination. If Metro does not accept the bids for the Metro Franklin Street Water Improvements, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as further defined in Paragraph II.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule D, plus Metro's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the Franklin Street Administrative Expenses may

reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Metro's estimated costs in Franklin Street Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Improvements shall be approved by Metro in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Metro are set forth and included in the bid items and quantities listed in Franklin Street Schedule D. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedule D, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule D, requiring Xcel to assume its portion of the associated costs therein.

h. Metro's cost estimates in Franklin Street Schedule D shall include a line item for MCR. The MCR amounts to be included in Metro's cost estimate in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Water Improvements shall be approved by Metro

in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform at its own costs the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Metro. Metro agrees to perform, at its own costs for the following activities associated with the design, construction and acceptance of the Metro Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control

- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$00.00.

ii) Metro's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule D. Therefore, Metro's portion of the Administrative Expenses for the Metro Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule D divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$52,183.47

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with

the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Metro for reimbursement of Project expenditures associated with Metro's portion of the Project. Subject to the provisions of Paragraph III.5., below, Metro will reimburse the County for any work approved by Metro within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Metro based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Metro's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Metro hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be at all times subject to Metro's inspection and approval. The Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Metro. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Except as otherwise set forth herein and subject to Metro's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Metro will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Metro similar to the County as an "Owner" with respect to Metro's design, the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Metro shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Metro shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Metro requests any changes to the construction contract, the County shall duly consider Metro's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list Metro and its employees, officers and consultants as an additional insured

and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Metro.

4. All warranties for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements will be assigned to Metro upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Metro and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Metro, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Metro and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Metro and County are unable to agree on such a reasonable alternative, Metro may, in its discretion, terminate the IGA and Metro shall complete the remaining portions of the Metro Franklin Street Water Improvements and Metro 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Metro 58th Avenue Water Improvements or the Metro Franklin Street Water Improvements.

6. Metro shall review all material and workmanship associated with the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro, or its contractors shall document changes in the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements construction plans. The construction contractor shall provide Metro with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements.

7. Metro agrees to designate a Metro Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Metro, regarding the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Execution of Agreements with the District and Xcel. Upon execution of the District and Xcel agreements, each such agreement shall be attached hereto.

2. Non-Appropriation. The County understands, and Metro agrees, that Metro will

use its best efforts to appropriate funds sufficient to make the payments contemplated herein. However, in the event Metro fails to appropriate sufficient funds to make such payments, Metro may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither Metro nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:
Public Works Director
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

With Copy to:
County Attorney
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

If to Metro:
Metro's Chief Executive Officer
Metro Water Recovery
6450 York Street
Denver, CO 80229-7499


With Copy to:
Director of Engineering
Metro Water Recovery
6450 York Street
Denver, CO 80229-7499

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

Metro Water Recovery, a metropolitan
sewage disposal district organized
pursuant to 32-4-501, et seq


William Conway (Feb 8, 2022 18:26 MST)

Chief Executive Officer

APPROVED AS TO FORM:


Emily Jackson (Feb 7, 2022 05:33 MST)

Metro Water Recovery, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the
Board of County Commissioners

Chair, Adams County
Board of County Commissioners

ATTEST:

Clerk to the Board

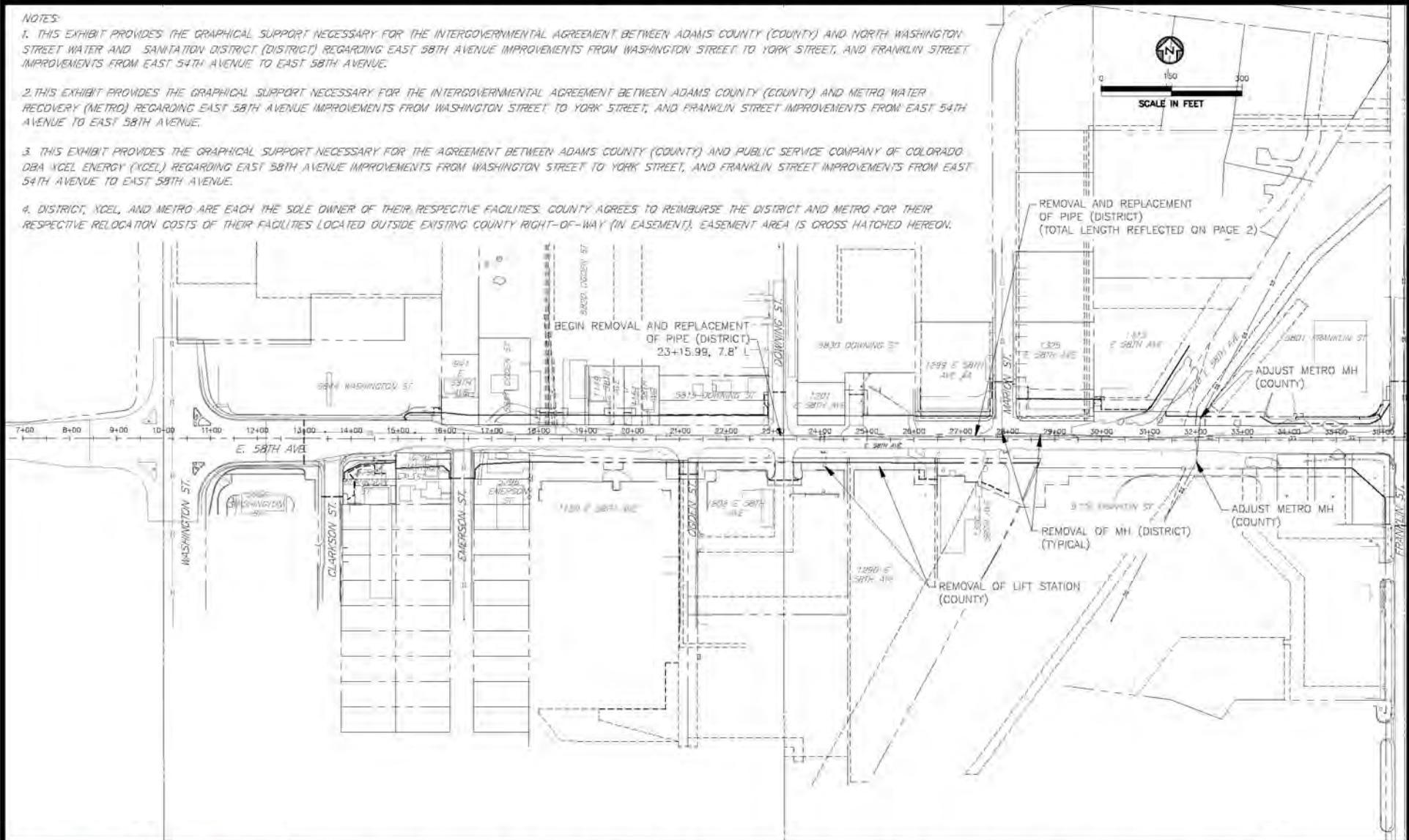
APPROVED AS TO FORM:

County Attorney's Office

EXHIBIT A - SHEET 1 OF 4

NOTES:

1. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT (DISTRICT) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
2. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND METRO WATER RECOVERY (METRO) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
3. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY (XCEL) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
4. DISTRICT, XCEL, AND METRO ARE EACH THE SOLE OWNER OF THEIR RESPECTIVE FACILITIES. COUNTY AGREES TO REIMBURSE THE DISTRICT AND METRO FOR THEIR RESPECTIVE RELOCATION COSTS OF THEIR FACILITIES LOCATED OUTSIDE EXISTING COUNTY RIGHT-OF-WAY (IN EASEMENT). EASEMENT AREA IS CROSS HATCHED HEREON.



PREPARED BY:

DBC
Greiner, Barlett & Co.

Drexel, Barlett & Co.
Engineers & Surveyors
1800 WEST STREET
BOULDER, COLORADO 80501
DANIELA L. BARRETT, P.E.
(303) 442-0238
BOULDER
COLORADO SERVICE
OFFICE

OWNER/CLIENT:

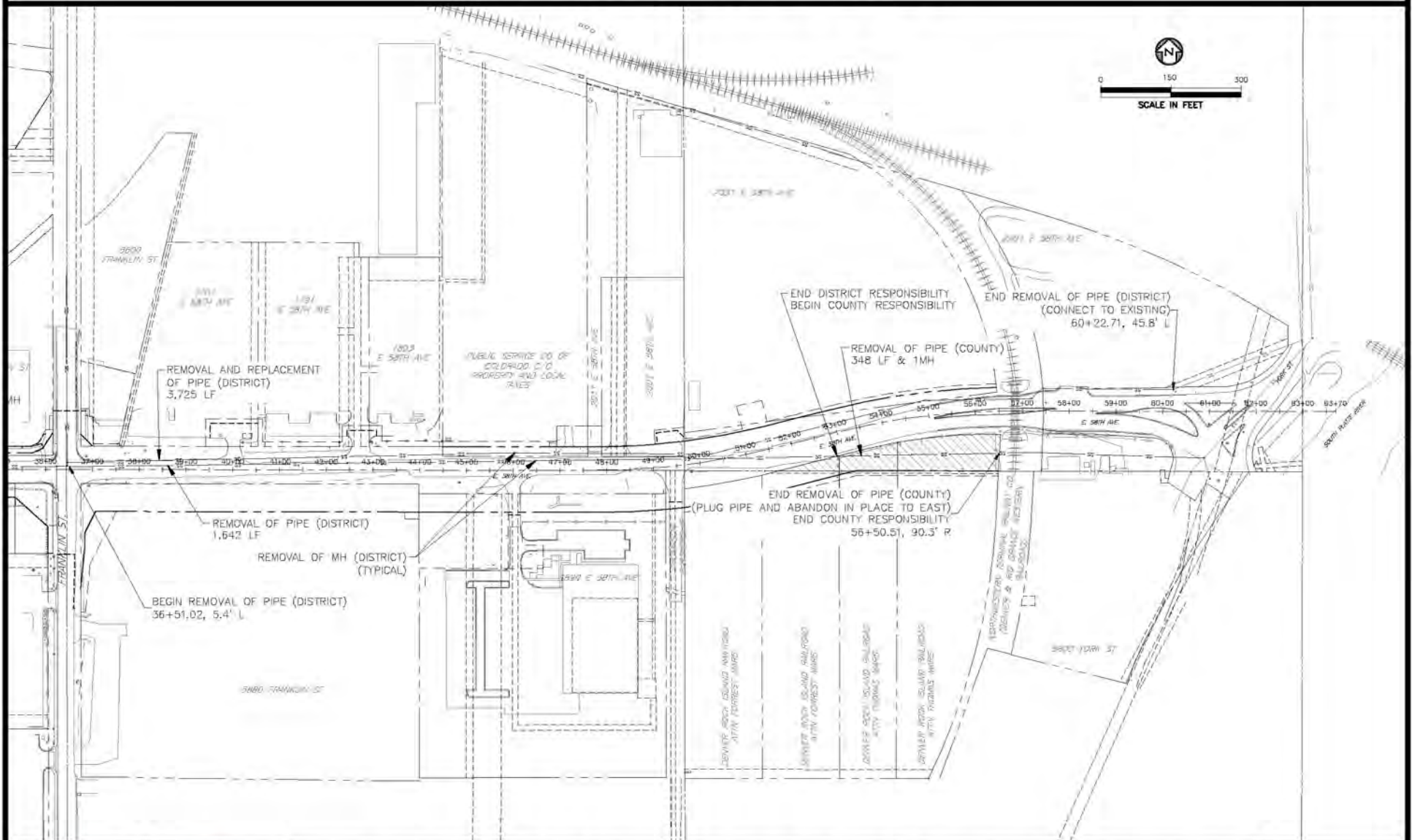


1430 SOUTH ADAMS COUNTY
PARWAY
BRIGHTON, CO 80601
(720) 521-4968
RUSSELL, T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A
1 OF 4

EXHIBIT A - SHEET 2 OF 4



PREPARED BY:

DBC
Greiner, Barrell & Co.

Drexel, Barrell & Co.
Engineers & Surveyors
1800 10TH STREET
BOULDER, COLORADO 80501
DANIELA L. HARRIS, P.E.
(303) 443-0238
BOULDER
COLORADO SERVICE
OFFICE

OWNER/CLIENT:

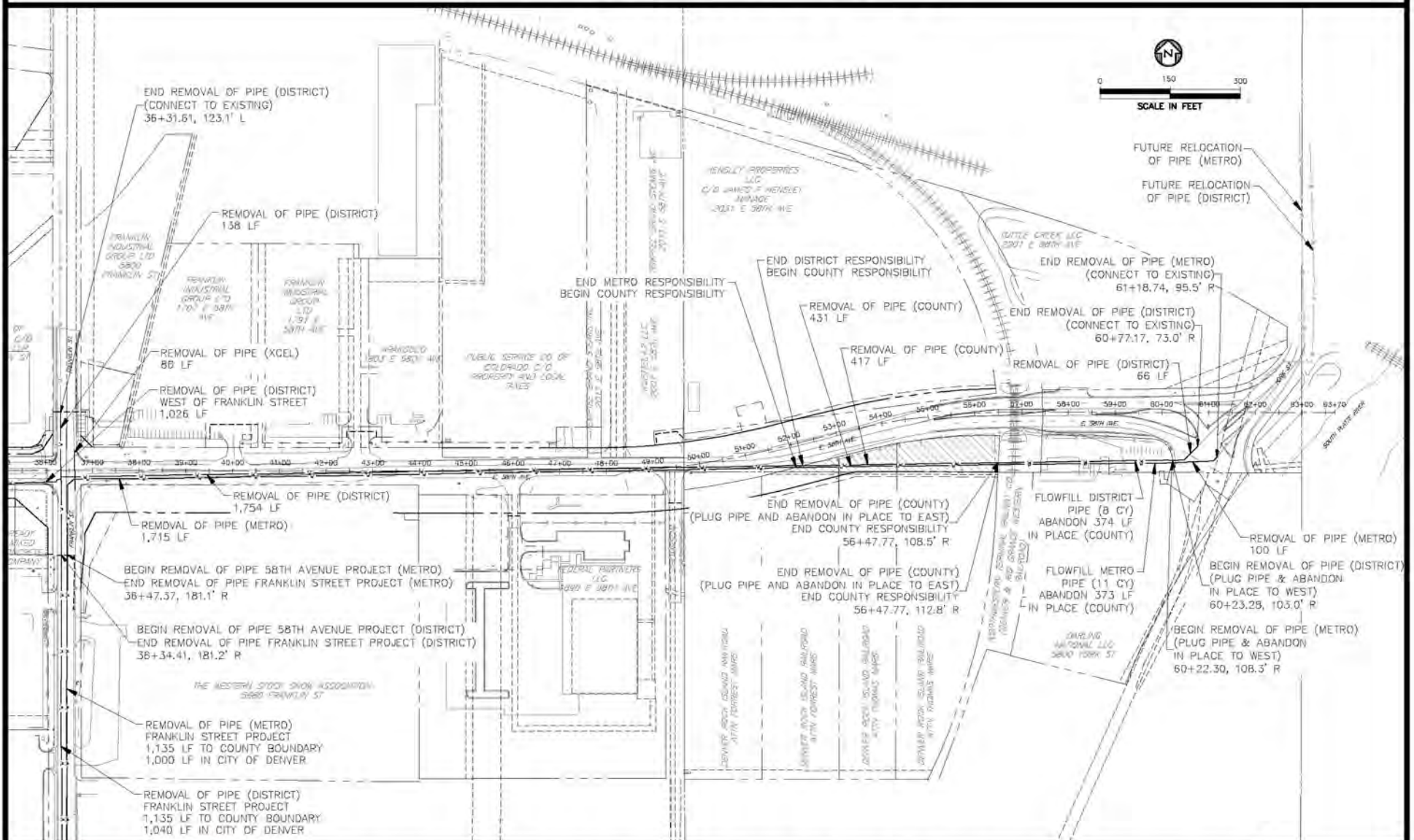


1430 SOUTH ADAMS COUNTY
PARADISE
BRIGHTON, CO 80601
(720) 521-4968
RUSSELL T. NELSON, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A
2 OF 4

EXHIBIT A - SHEET 3 OF 4



PREPARED BY:

DBC
Drexel, Barrell & Co.

Drexel, Barrell & Co.
Engineers Surveyors
180 WEST 17TH
DENVER, COLORADO 80202
303.441.1000
(700) 442-0338
BOULDER
COLORADO SERVICE
OFFICE

OWNER/CLIENT:

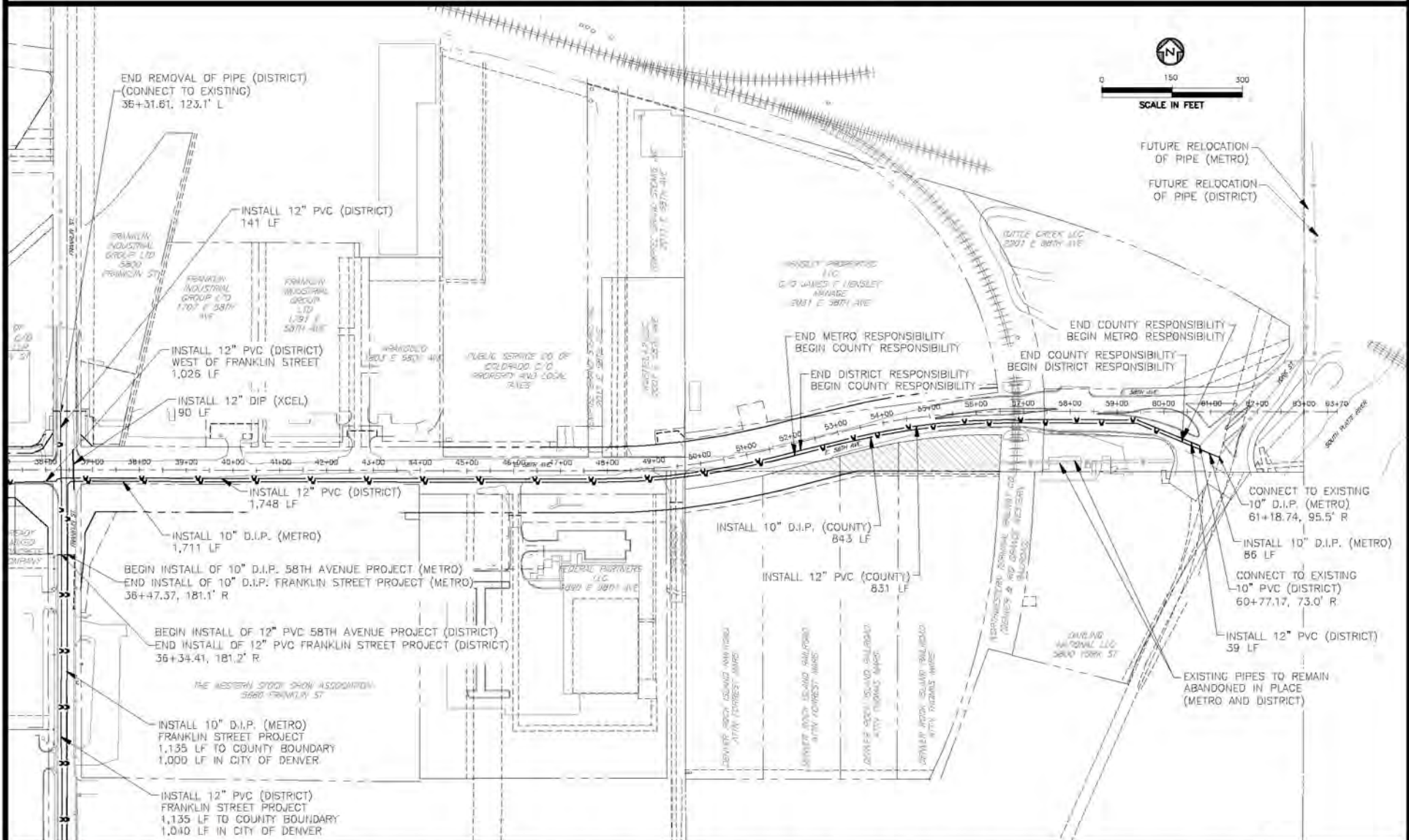


1430 SOUTH ADAMS COUNTY
FAIRWAY
BRIGHTON, CO 80601
(772) 521-4964
RUSSELL, T. RUSSELL, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A
3 OF 4

EXHIBIT A - SHEET 4 OF 4



PREPARED BY:

DBC
Drexel, Barrell & Co.

Drexel, Barrell & Co.
Engineers Surveyors
180 WEST 17TH
BOULDER, COLORADO 80501
CHARTERED LICENSE NO. 70
(703) 442-0338
BOULDER
COLORADO LICENSE
017151

OWNER/CLIENT:



1430 SOUTH ADAMS COUNTY
FAIRWAY
BRIGHTON, CO 80601
(772) 523-4964
RUSSELL T. RUSSELL, P.E.

EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A
4 OF 4

EXHIBIT C

(IGA WITH DISTRICT)

INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this _____ day of _____, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), District shall provide the County with a bid schedule for the District 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and District. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the District 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform District of the 58th Avenue Ad Date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to District for consideration. District shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall be provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that District has allocated a total of xxx-hundred thousand dollars (\$xxx,000) as its contribution for the District 58th Avenue Water Improvements ("District's Contribution"). If District does not accept the bids for the District 58th Avenue Water Improvements, or if the bids otherwise exceed District's Contribution, District may reject the bids and District may elect to terminate its obligations with regard to the District 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by District. Upon such termination, District shall relocate its facilities, the District 58th Avenue Water Improvements, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedules B and C, plus District 's equitable portions of the actual costs

associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. District's estimated costs for 58th Avenue Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements. These activities will be conducted by consultants under contract with the District. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;

- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii). District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule B. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule B divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy. Additionally, District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Sewer Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule C. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Sewer Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule C divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

II. Franklin Street Improvements

1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the

Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the “Franklin Street Ad Date”. The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). District shall provide the County with a bid schedule for the District Franklin Street Water Improvements in a format mutually acceptable to the County and District. The County shall inform District of the date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County’s comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County’s comparison and recommendation, by providing a written explanation of District’s review, acceptance, or reasons for objection. If objecting to the County’s comparison and recommendation District shall propose an alternative for the County’s reasonable consideration. The County will have up to seven (7) calendar days to review District’s alternative. It will be at the County’s sole discretion to accept or reject District’s alternative. Prior to finalizing the construction agreement with the contractor, District shall have been provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

b. Termination. If District does not accept the bids for the District Franklin Street Water Improvements, or the District Franklin Street Sewer Improvements, District may reject the bids and District may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the “Franklin Street Ad Date”). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in Franklin Street Schedules B and C, plus District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. District's estimated costs in Franklin Street Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Metro's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Xcel Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving

Improvements. The surface removal and improvements estimated for District are set forth and included in the bid items and quantities listed in Franklin Street Schedules B and C. The County acknowledges and agrees that its agreement with the Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule E, requiring Xcel to assume its portion of the associated costs therein, if applicable.

g. District's cost estimates in Franklin Street Schedules B and C shall include a line item for MCR. The MCR amounts to be included in District's cost estimate in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Water Improvements, and the Franklin Street Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

h. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

i. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. These activities will be conducted by consultants under contract with District. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

j. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

k. The County, the District, Metro and Xcel, if applicable shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

- i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) xxxxxx.
- ii) District's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedules B and C. Therefore, District's portion of the

Administrative Expenses for the District Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule B divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to District for reimbursement of Project expenditures associated with District's portion of the Project. Subject to the provisions of Paragraph III.5., below, District will reimburse the County for any work approved by District within 30 days of receipt of invoice. County will prepare a final invoice to be paid by District based on the final and actual Project costs, but such cost will not exceed the amount appropriated by District's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. District hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be at all times subject to District's inspection and approval. The District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall meet or exceed the District's standards and the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by District. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during**

construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Except as otherwise set forth herein and subject to District's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed. Once construction is complete and construction Warranties transferred, District will own the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Transfer of ownership of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to District.

3. The contract between the County and the construction contractor shall consider District similar to the County as an "Owner" with respect to District's design, the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. In addition to the rights and remedies set forth in this Agreement, District shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. District shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If District requests any changes to the construction contract, the County shall duly consider District's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list District and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of District.

4. All warranties for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements will be assigned to District upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements are free from defects in materials, equipment, and workmanship.

5. District and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by District, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, District and the

County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, District and County are unable to agree on such a reasonable alternative, District may, in its discretion, terminate the IGA and District shall complete the remaining portions of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements and shall not be liable to the County for any further costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

6. District shall review all material and workmanship associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District, or its contractors shall document changes to the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements construction plans. The construction contractor shall provide District with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide District with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

7. District agrees to designate a District Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to District, regarding the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with Metro and Xcel. Execution of this IGA shall be contingent on full execution of the County's Agreement with Metro and Xcel.

2. Non-Appropriation. The County understands, and District agrees, that District will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event District fails to appropriate sufficient funds to make such payments, District may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution ("TABOR") the obligations of the Parties pursuant to the Agreement shall not constitute or be interpreted as a multi-fiscal year obligation or debt

of the Parties, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither District nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:
Public Works Director
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

With Copy to:
County Attorney
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

If to District:
District's District Manager
North Washington Street Water and Sanitation District
Denver, CO 80229

With Copy to:
Russ Dykstra
Spencer Fane, LLP
1700 Lincoln St., Suite 2000
Denver, CO 80203

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and
Sanitation District

District Manager

APPROVED AS TO FORM:

North Washington Street Water and Sanitation District
General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the
Board of County Commissioners

Chair, Adams County
Board of County Commissioners

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

County Attorney's Office

EXHIBIT D (IGA WITH XCEL)

AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO REGARDING EAST 58th AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE

This AGREEMENT (the "Agreement") is made and entered into effective this _____ day of _____, 2021, by and between Adams County, Colorado, a body politic ("County"), and Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and Xcel, collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this Agreement;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which, District and Metro will be improving (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and potentially, Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein, collectively (the "Franklin Street Project");

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into

the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), Xcel shall provide the County with a bid schedule for the Xcel 58th Avenue Water Improvements (58th Avenue Schedule E") in a format mutually acceptable to the County and Xcel. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Xcel 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Xcel of the 58th Avenue Ad Date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Xcel's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, Xcel shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Xcel's alternative. It will be at the County's sole discretion to accept or reject Xcel's alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall be provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Xcel has allocated a total of xxx-hundred thousand dollars (\$000) as its contribution for the Xcel 58th Avenue Water Improvements ("Xcel's Contribution"). If Xcel does not accept the bids for the Xcel 58th Avenue Water Improvements, or if the bids otherwise exceed Xcel's Contribution, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Xcel 58th Avenue Water Improvements, or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County subject to reimbursement by Xcel. Upon such termination, Xcel shall relocate its facilities, the Xcel 58th Avenue Water Improvements, according to the Project plans, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3i., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Xcel's Expenses. Xcel will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Xcel, in its discretion, and upon review of Xcel's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Xcel's estimated costs for 58th Avenue Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel 58th Avenue Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the Xcel 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule H, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and

v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii). Xcel's portion of 58th Avenue Schedule F associated with the Metro 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule E. Therefore, Xcel's portion of the 58th Avenue Administrative Expenses

for the Xcel 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule E divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

II. Franklin Street Improvements

1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). Xcel shall provide the County with a bid schedule for the Xcel Franklin Street Water Improvements in a format mutually acceptable to the County and Xcel. The County shall inform Xcel of the date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Xcel's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Xcel shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review

Xcel's alternative. It will be at the County's sole discretion to accept or reject Xcel's alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall have been provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

b. Termination. If Xcel does not accept the bids for the Xcel Franklin Street Water Improvements, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Xcel's Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Xcel, in its discretion, and upon review of Xcel's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Xcel's estimated costs in Franklin Street Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule E shall be agreeable to the Parties. All MCR and change orders that affect the construction of the Xcel Franklin Street Improvements shall be approved by Xcel in

writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Xcel shall be set forth and included in the bid items and quantities listed in Franklin Street Schedule E, if applicable. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedules B and C, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein.

h. Xcel's cost estimates in Franklin Street Schedule E shall include a line item for MCR. The MCR amounts to be included in Xcel's cost estimate in Franklin Street Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel Franklin Street Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;

- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the Xcel Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly

- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel, if applicable, shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) xxxxxx.

ii) Xcel's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule E. Therefore, Xcel's portion of the Administrative Expenses for the Xcel Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule E divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable, for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Xcel for reimbursement of Project expenditures associated with Xcel's portion of the Project. Subject to the provisions of Paragraph III.5., below, Xcel will reimburse the County for any work approved by Xcel within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Xcel based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Xcel. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Xcel hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be at all times subject to Xcel's inspection and approval. The Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Xcel. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable. Except as otherwise set forth herein and subject to Xcel's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Xcel will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Xcel similar to the County as an "Owner" with respect to Xcel's design, the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Xcel shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Xcel shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Xcel requests any changes to the construction contract, the County shall duly consider Xcel's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this Agreement. The construction contract for the Project will include a provision that any required insurance list Xcel and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Xcel.

4. All warranties for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements will be assigned to Xcel upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The

warranty shall state that the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Xcel and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Xcel, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Xcel and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Xcel and County are unable to agree on such a reasonable alternative, Xcel may, in its discretion, terminate the Agreement and Xcel shall complete the remaining portions of the Xcel Franklin Street Water Improvements and Xcel 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Xcel 58th Avenue Water Improvements or the Xcel Franklin Street Water Improvements.

6. Xcel shall review all material and workmanship associated with the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel, or its contractors shall document changes in the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements construction plans. The construction contractor shall provide Xcel with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements.

7. Xcel agrees to designate an Xcel Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Xcel, regarding the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements.

IV. Term. The term of this Agreement shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with the District and Metro. Execution of this Agreement shall be contingent on full execution of the County's Agreement with the District and Metro.

2. Non-Appropriation. The County understands, and Xcel agrees, that Xcel will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event Xcel fails to appropriate sufficient funds to make such payments, Xcel may terminate this Agreement.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this Agreement, or any representation or warranty to the contrary, neither Xcel nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this Agreement.

6. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this Agreement, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This Agreement can be assigned only with the consent of the other Party. This Agreement shall be binding upon, and shall inure to the benefit of,

the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this Agreement are incorporated herein for all purposes.

14. Effective Date. This Agreement shall be effective on the latest date by which both Parties have executed this Agreement.

15. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Written Notices. Under this Agreement, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:
Public Works Director
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

With Copy to:
County Attorney
Adams County Public Works Department
4430 South Adams County Parkway, Suite W2000B
Brighton, CO 80601-8218

If to Xcel:
Xcel Manager
Xcel Energy
Street
City, ST ZIP

With Copy to:
Position
Company
Street
City, ST ZIP

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Public Service Company of Colorado, a
Colorado corporation, d/b/a Xcel Energy

Public Service Company of Colorado, a
Colorado corporation, d/b/a Xcel Energy

APPROVED AS TO FORM:

Xcel, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the
Board of County Commissioners

Chair, Adams County
Board of County Commissioners

ATTEST:

Clerk to the Board

APPROVED AS TO FORM:

County Attorney's Office

58TH AVENUE SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL	\$10,833,545.00	\$16,670,378.00	64.986799%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$480,978.00	\$16,670,378.00	2.885226%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL	\$142,250.00	\$16,670,378.00	0.853310%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$199,778.00	\$16,670,378.00	1.198401%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$0.00	\$16,670,378.00	0.000000%
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00		69.923736%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00	\$16,670,378.00	69.9237354%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL	\$1,453,139.00	\$16,670,378.00	8.7168929%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL	\$2,922,803.00	\$16,670,378.00	17.5329138%
METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL	\$555,960.00	\$16,670,378.00	3.3350174%
XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL	\$81,925.00	\$16,670,378.00	0.4914406%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C +SCHEDULE D+ SCHEDULE E	\$16,670,378.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	69.9237354%	\$954,937.27
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	8.7168929%	\$119,045.21
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	17.5329138%	\$239,444.20
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	3.3350174%	\$45,545.80
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	0.4914406%	\$6,711.53
TOTAL SCHEDULE F		100.000000%	\$1,365,684.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$11,656,551.00	\$954,937.27	\$12,611,488.27
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,453,139.00	\$119,045.21	\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$2,922,803.00	\$239,444.20	\$3,162,247.20
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$555,960.00	\$45,545.80	\$601,505.80
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$81,925.00	\$6,711.53	\$88,636.53
TOTAL PROJECT IMPROVEMENTS COST	\$16,670,378.00	\$1,365,684.00	\$18,036,062.00

58TH AVENUE SCHEDULES SUMMARY		2/3/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$3,162,247.20
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		-\$60,000.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		\$4,674,431.41
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$601,505.80
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		\$644,305.80
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$88,636.53
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		\$109,336.53
TOTAL PROJECT IMPROVEMENTS COST		\$18,036,062.00
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
ESTIMATED TOTAL BUDGET FOR PROJECT		\$18,159,562.00
ESTIMATED TOTAL BUDGET FOR PROJECT		\$18,159,562.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		-\$4,674,431.41
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		-\$644,305.80
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		-\$109,336.53
ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT		\$12,731,488.27

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-2	201-00000	CLEARING AND GRUBBING	L S	1	\$60,000.00	\$60,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$750.00	\$4,500.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$425.00	\$55,250.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$750.00	\$3,750.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$1,500.00	\$6,000.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,500.00	\$16,500.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$40.00	\$3,800.00
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,667	\$35.00	\$128,345.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$200.00	\$2,400.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$50.00	\$8,200.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$30.00	\$9,600.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$15.00	\$1,980.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$15.00	\$20,250.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$20.00	\$40,620.00
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	24,826	\$9.00	\$223,434.00
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$2.00	\$1,188.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L S	1	\$150,000.00	\$150,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$150.00	\$600.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$1,250.00	\$13,750.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$5,000.00	\$5,000.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$1,500.00	\$6,000.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	2,115	\$5.00	\$10,575.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$250.00	\$1,000.00
CTY-26	203-00450	ROCK REMOVAL	EACH	32	\$125.00	\$4,000.00
CTY-27	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$30.00	\$300,000.00
CTY-28	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$30.00	\$150,000.00
CTY-29	203-00100	MUCK EXCAVATION	CY	1,000	\$50.00	\$50,000.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$30.00	\$80,640.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	119	\$250.00	\$29,750.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$80.00	\$116,880.00
CTY-34	206-01750	SHORING	L S	1	\$50,000.00	\$50,000.00
CTY-35	207-00205	TOPSOIL	CY	2,107	\$25.00	\$52,675.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$350.00	\$1,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$150.00	\$4,800.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$1,750.00	\$5,250.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$250.00	\$4,000.00
CTY-51	210-01000	RESET FENCE	LF	1,830	\$25.00	\$45,750.00
CTY-52	210-01010	RESET GATE POST	EACH	3	\$500.00	\$1,500.00
CTY-53	210-01011	RESET GATE	EACH	4	\$1,000.00	\$4,000.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$50.00	\$2,550.00
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$2.00	\$4,000.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L S	1	\$10,000.00	\$10,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$3.00	\$14,355.00
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L S	1	\$25,000.00	\$25,000.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$750.00	\$37,500.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,780	\$45.00	\$350,100.00
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$45.00	\$4,725.00
CTY-69	306-01000	RECONDITIONING	SY	24,456	\$4.00	\$97,824.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	721	\$150.00	\$108,150.00
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	629	\$85.00	\$53,465.00

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12,940	\$85.00	\$1,099,900.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3,697	\$100.00	\$369,700.00
CTY-74	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	3,882	\$3.00	\$11,646.00
CTY-75	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$90.00	\$30,780.00
CTY-76	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$100.00	\$204,300.00
CTY-77	503-00018	DRILLED CAISSON (18 INCH)	LF	4	\$400.00	\$1,600.00
CTY-78	503-00042	DRILLED CAISSON (42 INCH)	LF	48	\$700.00	\$33,600.00
CTY-79	504-06400	SOIL NAIL WALL	SF	4,298	\$85.00	\$365,330.00
CTY-80	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$130.00	\$20,930.00
CTY-81	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$150.00	\$92,850.00
CTY-82	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$200.00	\$28,600.00
CTY-83	516-00000	DAMPPROOFING (ASPHALT)	SY	1,438	\$50.00	\$71,900.00
CTY-84	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$1,000.00	\$673,000.00
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	7,668	\$15.00	\$115,020.00
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$15.00	\$23,520.00
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.75	\$156,256.00
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,996	\$130.00	\$259,480.00
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,074	\$160.00	\$171,840.00
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$180.00	\$25,560.00
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,861	\$320.00	\$595,520.00
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	70	\$650.00	\$45,500.00
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$200.00	\$50,000.00
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$230.00	\$8,970.00
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$350.00	\$59,500.00
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$1,600.00	\$4,800.00
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$2,000.00	\$4,000.00
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,000.00	\$3,000.00
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,500.00	\$7,000.00
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$85.00	\$5,355.00
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$450.00	\$54,450.00
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,000.00	\$5,000.00
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$20,000.00	\$20,000.00
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,000.00	\$18,000.00
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$12,000.00	\$12,000.00
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,000.00	\$48,000.00
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$8,500.00	\$25,500.00
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$12,500.00	\$25,000.00
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$18,000.00	\$36,000.00
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$12,000.00	\$12,000.00
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,000.00	\$253,000.00
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$50.00	\$36,700.00
CTY-117	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$70.00	\$279,370.00
CTY-118	608-00010	CONCRETE CURB RAMP	SY	258	\$175.00	\$45,150.00
CTY-119	608-00015	DETECTABLE WARNINGS	SF	215	\$90.00	\$19,350.00
CTY-120	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$40.00	\$12,240.00
CTY-121	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$30.00	\$15,870.00
CTY-122	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,144	\$30.00	\$244,320.00
CTY-123	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$40.00	\$520.00

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-124	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$65.00	\$30,875.00
CTY-125	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$15.00	\$15,060.00
CTY-126	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$3.00	\$131,271.00
CTY-127	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$75.00	\$450.00
CTY-128	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$25.00	\$10,425.00
CTY-129	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$27.00	\$22,491.00
CTY-130	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,300.00	\$6,500.00
CTY-131	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,800.00	\$1,800.00
CTY-132	613-10000	WIRING	L S	1	\$20,000.00	\$20,000.00
CTY-133	613-13000	LUMINAIRE (LED)	EACH	6	\$1,600.00	\$9,600.00
CTY-134	614-00011	SIGN PANEL (CLASS I)	SF	148	\$25.00	\$3,700.00
CTY-135	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$2,000.00	\$8,000.00
CTY-136	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$25.00	\$5,225.00
CTY-137	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$725.00	\$5,800.00
CTY-138	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$1,100.00	\$14,300.00
CTY-139	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$1,400.00	\$5,600.00
CTY-140	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$25,000.00	\$25,000.00
CTY-141	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,300.00	\$1,300.00
CTY-142	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$350.00	\$2,800.00
CTY-143	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$3,500.00	\$14,000.00
CTY-144	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$9,000.00	\$36,000.00
CTY-145	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$17,000.00	\$17,000.00
CTY-146	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$18,000.00	\$18,000.00
CTY-147	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$20,000.00	\$40,000.00
CTY-148	616-30018	18 INCH TRASH GUARD	EACH	1	\$1,300.00	\$1,300.00
CTY-149	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,200.00	\$2,200.00
CTY-150	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$1,200.00	\$1,200.00
CTY-151	621-00450	DETOUR PAVEMENT	SY	5,400	\$75.00	\$405,000.00
CTY-152	622-00720	PUMP STATION	L S	1	\$50,000.00	\$50,000.00
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$250.00	\$3,000.00
CTY-160	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$250.00	\$17,500.00
CTY-161	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00
CTY-162	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	1,335	\$15.00	\$20,025.00
CTY-179	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1	\$1,500,000.00	\$1,500,000.00
CTY-182	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00
CTY-183	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A	1	\$15,000.00	\$15,000.00
CTY-185	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00
	185 + 44	COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$10,833,545.00
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS				
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$1,600.00	\$1,600.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	417	\$34.00	\$14,178.00
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	3	\$1,700.00	\$5,100.00
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00
DW-13	619-NWSWSD-00001002	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$9,500.00	\$9,500.00
DW-14	619-NWSWSD-000010034	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	22	\$2,200.00	\$48,400.00
DW-15	619-NWSWSD-00006002	2 INCH TAP RECONNECTION	EA	1	\$2,000.00	\$2,000.00
DW-16	619-NWSWSD-000060034	3/4 INCH TAP RECONNECTION	EA	22	\$2,000.00	\$44,000.00
DW-17	619-NWSWSD-40060002	2 INCH COPPER SERVICE LINE	LF	55	\$80.00	\$4,400.00
DW-18	619-NWSWSD-400600034	3/4 INCH COPPER SERVICE PIPE	LF	1,110	\$30.00	\$33,300.00
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	830	\$350.00	\$290,500.00
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	2	\$3,200.00	\$6,400.00
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	1	\$1,200.00	\$1,200.00

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	2	\$8,500.00	\$17,000.00
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$480,978.00
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS				
DS-4	211-NWSWSD-00031	4-INCH RECONNECTIONS	EA	16	\$2,000.00	\$32,000.00
DS-9	603-NWSWSD-83204	4 INCH SDR35 PVC SEWER SERVICE PIPE	LF	735	\$150.00	\$110,250.00
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$142,250.00
		COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$38.00	\$16,378.00
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$7,500.00	\$15,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$200.00	\$168,400.00
		COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$199,778.00
		COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL				\$11,656,551.00

	2/3/2022	58TH AVENUE				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,177	\$9.00	\$10,593.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$45.00	\$270.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	253	\$150.00	\$37,950.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$85.00	\$1,020.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$100.00	\$300.00
	185 + 44	DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$50,133.00
		DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS				
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	3	\$800.00	\$2,400.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	4	\$1,600.00	\$6,400.00
DW-3	202-NWSWSD-00032	REMOVE OF EXISTING GATE VALVE	EA	5	\$1,000.00	\$5,000.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,984	\$34.00	\$101,456.00
DW-5	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EA	5	\$800.00	\$4,000.00
DW-6	619-NWSWSD-000001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,500.00	\$1,500.00
DW-7	619-NWSWSD-000001208T	12 INCH X 8 INCH TEE W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00
DW-9	619-NWSWSD-0000012T	12 INCH TEE ALL BRANCHES W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	20	\$1,700.00	\$34,000.00
DW-11	619-NWSWSD-000001612CR	16 INCH X 12 INCH CROSS	EA	1	\$3,000.00	\$3,000.00
DW-12	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EA	12	\$3,200.00	\$38,400.00
DW-19	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$300.00	\$39,600.00
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,647	\$350.00	\$926,450.00
DW-21	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	3	\$2,100.00	\$6,300.00
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$3,200.00	\$48,000.00
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	3	\$1,200.00	\$3,600.00
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	9	\$8,500.00	\$76,500.00
DW-25	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - WATER	F A	1	\$95,000.00	\$95,000.00
		DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$1,403,006.00
		DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL				\$1,453,139.00

	2/3/2022	58TH AVENUE				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,709	\$9.00	\$15,381.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$45.00	\$2,025.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	327	\$150.00	\$49,050.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	86	\$85.00	\$7,310.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	25	\$100.00	\$2,500.00
	185 + 44	DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$76,266.00
		DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS				
DS-1	202-NWSWSD-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$2,000.00	\$4,000.00
DS-2	202-NWSWSD-00021	REMOVAL OF EXISTING MANHOLES	EA	16	\$4,000.00	\$64,000.00
DS-3	202-NWSWSD-04080	PLUG END SEWER PIPE	EA	4	\$750.00	\$3,000.00
DS-5	211-NWSWSD-06000	CONNECTION TO EXISTING MANHOLE (COMPLETE IN PLACE)	EA	1	\$4,500.00	\$4,500.00
DS-6	211-NWSWSD-06001	CONNECTION TO EXISTING SANITARY SEWER (COMPLETE IN PLACE)	EA	5	\$3,000.00	\$15,000.00
DS-7	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,457	\$300.00	\$437,100.00
DS-8	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,389	\$700.00	\$1,672,300.00
DS-10	604-NWSWSD-30410	MANHOLE (4 FT DIAMETER)	EA	19	\$9,823.00	\$186,637.00
DS-11	623-NWSWSD-09960	BYPASS PUMPING	LS	1	\$80,000.00	\$80,000.00
DS-12	70-0-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - SEWER	F A	1	\$380,000.00	\$380,000.00
		DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$2,846,537.00
		DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL				\$2,922,803.00

	2/3/2022	58TH AVENUE				
		SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
		METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,072	\$9.00	\$9,648.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	61	\$45.00	\$2,745.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	170	\$150.00	\$25,500.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	117	\$85.00	\$9,945.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	34	\$100.00	\$3,400.00
	185 + 44	METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$51,238.00
		METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$38.00	\$68,970.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$200.00	\$358,000.00
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$4,000.00	\$12,000.00
MW-5	70-0-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	F A	1	\$65,752.00	\$65,752.00
		METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$504,722.00
		METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL				\$555,960.00

	2/3/2022	58TH AVENUE				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	85	\$9.00	\$765.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	19	\$150.00	\$2,850.00
	185 + 44	XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$3,615.00
		XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS				
XW-1	202-XCEL-00036	REMOVAL OF PIPE (SPECIAL)	LF	89	\$40.00	\$3,560.00
XW-2	619-XCEL-00008	12 INCH WATERLINE (FITTINGS)	EACH	10	\$1,750.00	\$17,500.00
XW-3	619-XCEL-06120	12 INCH DUCTILE IRON PIPE	LF	87	\$250.00	\$21,750.00
XW-4	619-XCEL-75096	12 INCH GATE VALVE	EACH	6	\$4,250.00	\$25,500.00
XW-5	70-0-NWSWSD-70910	F/A MINOR CONTRACT REVISIONS - XCEL	F A	1	\$10,000.00	\$10,000.00
		XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$78,310.00
		XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL				\$81,925.00

	2/3/2022	58TH AVENUE				
		SCHEDULE F				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
		ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$40,000.00	\$40,000.00
CTY-30	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$8.00	\$8,760.00
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00
CTY-38	208-00035	AGGREGATE BAG	LF		\$10.00	\$1,900.00
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$2,000.00	\$4,000.00
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$15.00	\$2,850.00
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$250.00	\$1,000.00
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$250.00	\$3,000.00
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$3,000.00	\$30,000.00
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$70.00	\$7,000.00
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$150.00	\$60,000.00
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$20,000.00	\$20,000.00
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$1,500.00	\$6,000.00
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$3,500.00	\$14,000.00
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$1,500.00	\$6,000.00
CTY-61	213-00061	MULCH TACKIFIER	LB		\$9.00	\$3,582.00
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY		\$4.00	\$116.00
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$125.00	\$5,000.00
CTY-154	625-00000	CONSTRUCTION SURVEYING	L S		\$130,000.00	\$130,000.00
CTY-155	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$200.00	\$16,000.00
CTY-156	626-00000	MOBILIZATION	L S		\$450,000.00	\$450,000.00
CTY-157	626-01001	PUBLIC INFORMATION SERVICES	L S		\$32,500.00	\$32,500.00
CTY-158	626-01002	PUBLIC INFORMATION SERVICES (ADDRESS)	EACH		\$40.00	\$20,000.00
CTY-159	627-00001	PAVEMENT MARKING PAINT	GAL		\$175.00	\$12,250.00
CTY-163	630-00000	FLAGGING	HOURL		\$33.00	\$33,000.00
CTY-164	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$140.00	\$1,120.00
CTY-165	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$250.00	\$10,000.00
CTY-166	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00
CTY-167	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$800.00	\$3,200.00
CTY-168	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$200.00	\$2,000.00
CTY-169	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$75.00	\$1,200.00
CTY-170	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$90.00	\$2,610.00
CTY-171	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$500.00	\$2,500.00
CTY-172	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00
CTY-173	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$2,000.00	\$8,000.00
CTY-174	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$50.00	\$5,000.00
CTY-175	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$60.00	\$1,500.00
CTY-176	630-80370	CONCRETE BARRIER (TEMPORARY)	LF		\$45.00	\$45,000.00
CTY-177	630-80380	TRAFFIC CONE	EACH		\$12.00	\$3,600.00
CTY-178	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH		\$7,500.00	\$30,000.00
CTY-180	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$50,000.00	\$50,000.00
CTY-181	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A		\$50,000.00	\$50,000.00
CTY-184	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A		\$25,000.00	\$25,000.00
	185 + 44	ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$1,365,684.00
		58TH AVENUE SCHEDULE F TOTAL				\$1,365,684.00

	2/3/2022	58TH AVENUE				
		SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		SCHEDULE G TOTAL				\$42,800.00

	2/3/2022	58TH AVENUE				
		58TH AVENUE SCHEDULE H				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	300	\$1.00	\$300.00
		58TH AVENUE SCHEDULE H TOTAL				\$20,700.00

	2/3/2022	58TH AVENUE				
		SCHEDULE I				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)	EA	2	\$30,000.00	\$60,000.00
		SCHEDULE I TOTAL				\$60,000.00

FRANKLIN STREET SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY XCEL FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00		0.000000%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00	\$2,520,141.00	0.000000%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL	\$1,872,310.00	\$2,520,141.00	74.2938590%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL	\$0.00	\$2,520,141.00	0.000000%
METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL	\$647,831.00	\$2,520,141.00	25.7061410%
XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL	\$0.00	\$2,520,141.00	0.000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D + SCHEDULE E	\$2,520,141.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.000000%	\$0.00
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	74.2938590%	\$150,816.53
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.000000%	\$0.00
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	25.7061410%	\$52,183.47
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.000000%	\$0.00
TOTAL SCHEDULE F		100.000000%	\$203,000.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,872,310.00	\$150,816.53	\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$647,831.00	\$52,183.47	\$700,014.47
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST	\$2,520,141.00	\$203,000.00	\$2,723,141.00

FRANKLIN STREET SCHEDULES SUMMARY		2/3/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$0.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		\$2,023,126.53
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$700,014.47
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$46,800.00
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		\$746,814.47
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$0.00
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		\$0.00
TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST		\$2,769,941.00
ESTIMATED TOTAL COUNTY BUDGET FOR FRANKLIN STREET PROJECT		\$2,769,941.00

	2/3/2022	FRANKLIN STREET				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL				

	2/3/2022	FRANKLIN STREET				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	950	\$9.00	\$8,550.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	190	\$45.00	\$8,550.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	366	\$85.00	\$31,110.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	105	\$100.00	\$10,500.00
	ADMIN: 14 + # ADMIN ITEMS:	DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$58,710.00
		DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS				
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EACH	1	\$800.00	\$800.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FH ASSEMBLY	EACH	6	\$1,600.00	\$9,600.00
DW-4	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EACH	15	\$800.00	\$12,000.00
DW-5	619-NWSWSD-000001606T	16 INCH X 6 INCH TEE W/TB	EACH	8	\$2,500.00	\$20,000.00
DW-6	619-NWSWSD-000001608T	16 INCH X 8 INCH TEE W/ TB	EACH	7	\$3,100.00	\$21,700.00
DW-7	619-NWSWSD-0000016B	16 INCH BENDS, ALL ANGLES W/ TB	EACH	4	\$2,750.00	\$11,000.00
DW-8	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EACH	10	\$3,200.00	\$32,000.00
DW-9	619-NWSWSD-0000134	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EACH	5	\$2,200.00	\$11,000.00
DW-10	619-NWSWSD-000063/4	3/4 INCH TAP RECONNECTION	EACH	5	\$2,000.00	\$10,000.00
DW-11	619-NWSWSD-40060	3/4 INCH COPPER SERVICE PIPE	LF	170	\$30.00	\$5,100.00
DW-12	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	67	\$300.00	\$20,100.00
DW-13	619-NWSWSD-51280	16 INCH C900 DR18 PVC PIPE	LF	2,134	\$450.00	\$960,300.00
DW-14	619-NWSWSD-75048	6 INCH GV AND BOX	EACH	2	\$2,000.00	\$4,000.00
DW-15	619-NWSWSD-75064	8 INCH GV AND BOX	EACH	8	\$2,100.00	\$16,800.00
DW-16	619-NWSWSD-76128	16 INCH BUTTERFLY VALVE AND BOX	EACH	15	\$27,500.00	\$412,500.00
DW-17	619-NWSWSD-77206	6 INCH RESTRAINED COUPLING ADAPTER	EACH	1	\$2,000.00	\$2,000.00
DW-18	619-NWSWSD-77208	8 INCH RESTRAINED COUPLING ADAPTER	EACH	6	\$2,000.00	\$12,000.00
DW-19	619-NWSWSD-78048	FH ASSEMBLY	EACH	6	\$8,500.00	\$51,000.00
DW-20	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT	F A	1	\$200,000.00	\$200,000.00
DW-21						
		DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$1,813,600.00
		DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL				\$1,872,310.00

	2/3/2022	FRANKLIN STREET				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL				

	2/3/2022	FRANKLIN STREET				
		SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
		METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	723	\$9.00	\$6,507.00
CTY-3	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	218	\$15.00	\$3,270.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	145	\$45.00	\$6,525.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	279	\$85.00	\$23,715.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	104	\$100.00	\$10,400.00
	ADMIN: 14 + # ADMIN ITEMS:	METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$50,417.00
		METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	2,153	\$38.00	\$81,814.00
MW-2	619-METRO-00010	WATER LINE (SPECIAL)	LS	1	\$25,000.00	\$25,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	2,153	\$200.00	\$430,600.00
MW-4	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	F A	1	\$60,000.00	\$60,000.00
		METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$597,414.00
		METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL				\$647,831.00

	2/3/2022	FRANKLIN STREET				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL				

	2/3/2022	FRANKLIN STREET				
		SCHEDULE F				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
		ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$15,000.00	\$15,000.00
CTY-4	203-01597	POTHOLING	HOUR		\$350.00	\$28,000.00
CTY-5	208-00200	EROSION CONTROL MANAGEMENT	L S		\$40,000.00	\$40,000.00
CTY-9	603-00016	TRAFFIC CONTROL (SPECIAL)	L S		\$50,000.00	\$50,000.00
CTY-10	625-00000	CONSTRUCTION SURVEYING	L S		\$20,000.00	\$20,000.00
CTY-11	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$10,000.00	\$10,000.00
CTY-12	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A		\$10,000.00	\$10,000.00
CTY-13	700-70037	F/A CONTAMINATED SOIL	F A		\$20,000.00	\$20,000.00
CTY-14	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A		\$10,000.00	\$10,000.00
	# ADMIN: 14 + # ADMIN ITEMS:	ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$203,000.00
		FRANKLIN STREET SCHEDULE F TOTAL				\$203,000.00

	2/3/2022	FRANKLIN STREET				
		SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION IN FRANKLIN STREET, SOUTH OF E 58TH AVENUE. (SEE DREXEL BARRELL'S MAY 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	LS	1	\$28,000.00	\$28,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S May 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		SCHEDULE G TOTAL				\$46,800.00

20220203 z AdCo Metro IGA with A C D Schs

Final Audit Report

2022-02-09

Created:	2022-02-03
By:	Brittany Peshek (bpeshek@mwr.dst.co.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGY1CIG0a2E3UynoGKCZ4cg0feYE5kNii

"20220203 z AdCo Metro IGA with A C D Schs" History









-  Document created by Brittany Peshek (bpeshek@mwr.dst.co.us)
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Signature Date: 2022-02-07 - 12:33:23 PM GMT - Time Source: server- IP address: 174.29.120.126
-  Document emailed to William Conway (mconway@metrowaterrecovery.com) for signature
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-  Document e-signed by William Conway (mconway@metrowaterrecovery.com)
Signature Date: 2022-02-09 - 1:26:22 AM GMT - Time Source: server- IP address: 71.196.146.233
-  Agreement completed.
2022-02-09 - 1:26:22 AM GMT

EXHIBIT C

(Placeholder for Intergovernmental Agreement with District)

(Not used for this agreement with District)

EXHIBIT D

(Place holder for Agreement with Xcel Energy)

58th AVENUE SCHEDULES

58TH AVENUE SCHEDULES SUMMARY			3/4/2022
		PERCENT OF PROJECT	PERCENT OF PROJECT
		COST OF IMPROVEMENTS / A+B+C+D +E=	
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL		\$9,577,189.75	72.678435%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL		\$316,249.00	2.399919%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL		\$357,078.00	2.709758%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL		\$199,778.00	1.516056%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL		\$0.00	0.000000%
58TH AVENUE SCHEDULE A TOTAL		\$10,450,294.75	79.304168%
		PERCENT OF PROJECT	PERCENT OF PROJECT
		COST OF IMPROVEMENTS / A+B+C+D +E=	
58TH AVENUE SCHEDULE A TOTAL		\$10,450,294.75	79.3041688%
58TH AVENUE SCHEDULE B TOTAL		\$1,054,326.00	8.0009654%
58TH AVENUE SCHEDULE C TOTAL		\$1,136,975.00	8.6281640%
58TH AVENUE SCHEDULE D TOTAL		\$535,889.00	4.0667017%
58TH AVENUE SCHEDULE E TOTAL		\$0.00	0.0000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D+ SCHEDULE E		\$13,177,484.75	100.000000%
		TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT	EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$2,308,459.00	\$1,830,704.22
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$2,308,459.00	\$184,699.01
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$2,308,459.00	\$199,177.63
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$2,308,459.00	\$93,878.14
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$2,308,459.00	\$0.00
TOTAL SCHEDULE F			\$2,308,459.00
		COST OF IMPROVEMENTS	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F		\$10,450,294.75	\$12,280,998.97
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,054,326.00	\$1,239,025.01
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$1,136,975.00	\$1,336,152.63
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$535,889.00	\$629,767.14
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$0.00	\$0.00
TOTAL PROJECT IMPROVEMENTS COST		\$13,177,484.75	\$15,485,943.75

58TH AVENUE SCHEDULES SUMMARY		3/4/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,239,025.01
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$1,336,152.63
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		-\$60,000.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		\$2,515,177.63
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$629,767.14
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		\$672,567.14
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$0.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		\$20,700.00
TOTAL PROJECT IMPROVEMENTS COST		\$15,485,943.75
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
ESTIMATED TOTAL BUDGET FOR PROJECT		\$15,609,443.75
ESTIMATED TOTAL BUDGET FOR PROJECT		\$15,609,443.75
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		-\$2,515,177.63
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		-\$672,567.14
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		-\$20,700.00
ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT		\$12,400,998.97

ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
	000-44624	58TH AVENUE SCHEDULE A				
		CONTRACT ITEM DESCRIPTION				
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-2	201-00000	CLEARING AND GRUBBING	L.S.	1	\$60,000.00	\$60,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$750.00	\$4,500.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$425.00	\$55,250.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$750.00	\$3,750.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$1,500.00	\$6,000.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,500.00	\$16,500.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$40.00	\$3,800.00
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,670	\$35.00	\$128,450.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$200.00	\$2,400.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$50.00	\$8,200.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$30.00	\$9,600.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$15.00	\$1,980.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$15.00	\$20,250.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$20.00	\$40,620.00
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	25,331	\$9.00	\$227,979.00
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$2.00	\$1,188.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L.S.	1	\$150,000.00	\$150,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$150.00	\$600.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$1,250.00	\$13,750.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L.S.	1	\$5,000.00	\$5,000.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$1,500.00	\$6,000.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	1,990	\$5.00	\$9,950.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$250.00	\$1,000.00
CTY-26	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$30.00	\$300,000.00
CTY-27	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$30.00	\$150,000.00
CTY-28	203-00100	MUCK EXCAVATION	CY	1,000	\$50.00	\$50,000.00
CTY-29	203-00450	ROCK REMOVAL	EACH	32	\$125.00	\$4,000.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$30.00	\$80,640.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	100	\$250.00	\$25,000.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$80.00	\$116,880.00
CTY-34	206-01750	SHORING	L.S.	1	\$50,000.00	\$50,000.00
CTY-35	207-00205	TOPSOIL	CY	2,139	\$25.00	\$53,475.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$350.00	\$1,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$150.00	\$4,800.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$1,750.00	\$5,250.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$250.00	\$4,000.00
CTY-51	210-01000	RESET FENCE	LF	2,011	\$25.00	\$50,275.00
CTY-52	210-01010	RESET GATE POST	EACH	3	\$500.00	\$1,500.00
CTY-53	210-01011	RESET GATE	EACH	5	\$1,000.00	\$5,000.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$50.00	\$2,550.00
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$2.00	\$4,000.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L.S.	1	\$10,000.00	\$10,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$3.00	\$14,355.00
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L.S.	1	\$25,000.00	\$25,000.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$750.00	\$37,500.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,877	\$45.00	\$354,465.00
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$45.00	\$4,725.00
CTY-69	306-01000	RECONDITIONING	SY	24,720	\$4.00	\$98,880.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	755	\$150.00	\$113,250.00
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	687	\$85.00	\$58,395.00

	000-44624	58TH AVENUE SCHEDULE A					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS	
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS					
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	13.025	\$85.00	\$1,107,125.00	
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3,721	\$100.00	\$372,100.00	
CTY-74	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$90.00	\$30,780.00	
CTY-75	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$100.00	\$204,300.00	
CTY-76	503-00018	DRILLED SHAFT (18 INCH)	LF	4	\$400.00	\$1,600.00	
CTY-77	503-00042	DRILLED SHAFT (42 INCH)	LF	48	\$700.00	\$33,600.00	
CTY-78	504-06400	SOIL NAIL WALL	SF	4,298	\$85.00	\$365,330.00	
CTY-79	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$130.00	\$20,930.00	
CTY-80	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$150.00	\$92,850.00	
CTY-81	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$200.00	\$28,600.00	
CTY-82	516-00000	DAMP PROOFING (ASPHALT)	SY	1,438	\$50.00	\$71,900.00	
CTY-83	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$1,000.00	\$673,000.00	
CTY-84	601-40000	MASONRY VENEER	SF	3,663	\$40.00	\$146,520.00	
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	4,004	\$15.00	\$60,060.00	
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$15.00	\$23,520.00	
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.75	\$156,255.75	
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,999	\$130.00	\$259,870.00	
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,060	\$160.00	\$169,600.00	
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$180.00	\$25,560.00	
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,866	\$320.00	\$597,120.00	
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	63	\$650.00	\$40,950.00	
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$200.00	\$50,000.00	
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$230.00	\$8,970.00	
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$350.00	\$59,500.00	
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$1,600.00	\$4,800.00	
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$2,000.00	\$4,000.00	
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,000.00	\$3,000.00	
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,500.00	\$7,000.00	
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$85.00	\$5,355.00	
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$450.00	\$54,450.00	
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,000.00	\$5,000.00	
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,500.00	\$6,500.00	
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$20,000.00	\$20,000.00	
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,000.00	\$18,000.00	
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$25,000.00	\$25,000.00	
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,000.00	\$48,000.00	
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$8,500.00	\$25,500.00	
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$12,500.00	\$25,000.00	
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$15,000.00	\$15,000.00	
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$18,000.00	\$36,000.00	
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$12,000.00	\$12,000.00	
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$6,500.00	\$6,500.00	
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,000.00	\$253,000.00	
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$15,000.00	\$15,000.00	
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$50.00	\$36,700.00	
CTY-117	606-00710	GUARDRAIL TYPE 7 (STYLE CA)	LF	30	\$400.00	\$12,000.00	
CTY-118	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$70.00	\$279,370.00	
CTY-119	608-00010	CONCRETE CURB RAMP	SY	258	\$175.00	\$45,150.00	
CTY-120	608-00015	DETECTABLE WARNINGS	SF	215	\$90.00	\$19,350.00	
CTY-121	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$40.00	\$12,240.00	
CTY-122	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$30.00	\$15,870.00	
CTY-123	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,165	\$30.00	\$244,950.00	

	000-44624	58TH AVENUE SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
CTY-124	609-2-1023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$40.00	\$520.00
CTY-125	609-2-4004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$65.00	\$30,875.00
CTY-126	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$15.00	\$15,060.00
CTY-127	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$3.00	\$131,271.00
CTY-128	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$75.00	\$450.00
CTY-129	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$25.00	\$10,425.00
CTY-130	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$27.00	\$22,491.00
CTY-131	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,300.00	\$6,500.00
CTY-132	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,800.00	\$1,800.00
CTY-133	613-10000	WIRING	L S	1	\$20,000.00	\$20,000.00
CTY-134	613-13000	LUMINAIRE (LED) (SPECIAL)	EACH	6	\$1,600.00	\$9,600.00
CTY-135	614-00011	SIGN PANEL (CLASS I)	SF	148	\$25.00	\$3,700.00
CTY-136	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$2,000.00	\$8,000.00
CTY-137	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$25.00	\$5,225.00
CTY-138	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$725.00	\$5,800.00
CTY-139	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$1,100.00	\$14,300.00
CTY-140	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$1,400.00	\$5,600.00
CTY-141	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$25,000.00	\$25,000.00
CTY-142	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,300.00	\$1,300.00
CTY-143	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$350.00	\$2,800.00
CTY-144	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$3,500.00	\$14,000.00
CTY-145	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$9,000.00	\$36,000.00
CTY-146	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$17,000.00	\$17,000.00
CTY-147	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$18,000.00	\$18,000.00
CTY-148	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$20,000.00	\$40,000.00
CTY-149	616-30018	18 INCH TRASH GUARD	EACH	1	\$1,300.00	\$1,300.00
CTY-150	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,200.00	\$2,200.00
CTY-151	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$1,200.00	\$1,200.00
CTY-152	621-00450	DETOUR PAVEMENT	SY	5,400	\$75.00	\$405,000.00
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$250.00	\$3,000.00
CTY-160	627-00001	PAVEMENT MARKING PAINT	GAL	70	\$175.00	\$12,250.00
CTY-161	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$250.00	\$17,500.00
CTY-162	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00
CTY-179	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH	4	\$7,500.00	\$30,000.00
CTY-182	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A	1	\$130,000.00	\$130,000.00
CTY-183	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00
CTY-185	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A	1	\$25,000.00	\$25,000.00
CTY-186	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00
	186 + 44	COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$9,577,189.75

	000-44624	58TH AVENUE SCHEDULE A						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS		
		COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS		
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS						
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$1,000.00	\$1,000.00		
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	2	\$1,000.00	\$2,000.00		
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	431	\$34.00	\$14,654.00		
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	13	\$75.00	\$975.00		
DW-14	619-NWSWSD-0000012B	12 INCH BEND, ALL ANGLES	EA	7	\$1,700.00	\$11,900.00		
DW-20	619-NWSWSD-0000100.75	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	23	\$2,200.00	\$50,600.00		
DW-21	619-NWSWSD-0000102.00	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$4,000.00	\$4,000.00		
DW-23	619-NWSWSD-0000700.75	3/4 INCH TAP RECONNECTION	EA	23	\$2,000.00	\$46,000.00		
DW-24	619-NWSWSD-0000702.00	2 INCH TAP RECONNECTION	EA	1	\$2,000.00	\$2,000.00		
DW-26	619-NWSWSD-40120	3/4 INCH COPPER SERVICE PIPE	LF	1,297	\$30.00	\$38,910.00		
DW-27	619-NWSWSD-40160	2 INCH COPPER SERVICE PIPE	LF	67	\$80.00	\$5,360.00		
DW-29	619-NWSWSD-50947	12 INCH C900 DRI18 PVC PIPE	LF	830	\$125.00	\$103,750.00		
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	3	\$3,200.00	\$9,600.00		
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	3	\$8,500.00	\$25,500.00		
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$316,249.00		
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS		
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS						
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	1,331	\$34.00	\$45,254.00		
DS-4	211-NWSWSD-000311	4-INCH SEWER SERVICE TAP AND RECONNECTION	EACH	15	\$2,000.00	\$30,000.00		
DS-5	601-NWSWSD-40100C	CONCRETE PIPE CRADLE	EACH	2	\$500.00	\$1,000.00		
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,256	\$140.00	\$175,840.00		
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	8	\$9,823.00	\$78,584.00		
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L S		\$80,000.00	\$26,400.00		
		COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$357,078.00		
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS		
		COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$38.00	\$16,378.00		
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$7,500.00	\$15,000.00		
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$200.00	\$168,400.00		
		COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$199,778.00		
		58TH AVENUE SCHEDULE A TOTAL				\$10,450,294.75		

3/4/2022		58TH AVENUE SCHEDULE B							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS			
		DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS							
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	3,390	\$9.00	\$30,510.00			
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$45.00	\$270.00			
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	746	\$150.00	\$111,900.00			
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$85.00	\$1,020.00			
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$100.00	\$300.00			
	186 + 44	DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$144,000.00			
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS			
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS							
DW-1	202-NWSWSD-000301	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	2	\$800.00	\$1,600.00			
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	6	\$1,000.00	\$6,000.00			
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	7	\$1,000.00	\$7,000.00			
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,324	\$34.00	\$79,016.00			
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	52	\$75.00	\$3,900.00			
DW-6	619-NWSWSD-0000006B	6 INCH BEND, ALL ANGLES	EA	3	\$1,700.00	\$5,100.00			
DW-7	619-NWSWSD-0000006S	6 INCH TRANSITION SLEEVE COUPLING	EA	1	\$2,000.00	\$2,000.00			
DW-8	619-NWSWSD-0000008B	8 INCH BEND, ALL ANGLES	EA	3	\$1,700.00	\$5,100.00			
DW-9	619-NWSWSD-0000008S	8 INCH TRANSITION SLEEVE COUPLING	EA	3	\$2,000.00	\$6,000.00			
DW-10	619-NWSWSD-000001206ST	12 INCH X 6 INCH SWIVEL TEE	EA	1	\$2,000.00	\$2,000.00			
DW-11	619-NWSWSD-000001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,500.00	\$1,500.00			
DW-12	619-NWSWSD-000001208T	12 INCH X 8 INCH TEE	EA	2	\$2,000.00	\$4,000.00			
DW-13	619-NWSWSD-000001212T	12 INCH X 12 INCH TEE	EA	2	\$2,000.00	\$4,000.00			
DW-14	619-NWSWSD-0000012B	12 INCH BEND, ALL ANGLES	EA	18	\$1,700.00	\$30,600.00			
DW-15	619-NWSWSD-0000012P	12 INCH PLUG	EA	1	\$1,500.00	\$1,500.00			
DW-16	619-NWSWSD-0000012S	12 INCH TRANSITION SLEEVE COUPLING	EA	11	\$2,000.00	\$22,000.00			
DW-17	619-NWSWSD-000001612CR	16 INCH X 12 INCH CROSS	EA	1	\$3,000.00	\$3,000.00			
DW-18	619-NWSWSD-000001612R	16 INCH X 12 INCH REDUCER RESTRAINED	EA	4	\$2,000.00	\$8,000.00			
DW-19	619-NWSWSD-0000016B	16 INCH BEND, ALL ANGLES	EA	6	\$2,750.00	\$16,500.00			
DW-22	619-NWSWSD-00007	CONNECT TO EXISTING PIPELINE	EA	23	\$3,200.00	\$73,600.00			
DW-25	619-NWSWSD-06060052	6 INCH CLASS 52 DIP	LF	68	\$95.00	\$6,460.00			
DW-28	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$100.00	\$13,200.00			
DW-29	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,650	\$125.00	\$331,250.00			
DW-30	619-NWSWSD-51247	16 INCH C900 DR18 PVC PIPE	LF	304	\$150.00	\$45,600.00			
DW-31	619-NWSWSD-75048	6 INCH GATE VALVE AND BOX	EA	2	\$2,000.00	\$4,000.00			
DW-32	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	4	\$2,100.00	\$8,400.00			
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$3,200.00	\$48,000.00			
DW-34	619-NWSWSD-77208	8 INCH HIGH DEFLECTION COUPLING	EA	1	\$2,000.00	\$2,000.00			
DW-35	619-NWSWSD-77212	12 INCH HIGH DEFLECTION COUPLING	EA	3	\$2,000.00	\$6,000.00			
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	8	\$8,500.00	\$68,000.00			
DW-37	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH WATER	EA	1	\$95,000.00	\$95,000.00			
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$910,326.00			

	3/4/2022	58TH AVENUE SCHEDULE B								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS								
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS								
		DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00				
		58TH AVENUE SCHEDULE B TOTAL				\$1,054,326.00				

	3/4/2022	58TH AVENUE SCHEDULE C							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS			
CTY-17		DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS							
	202-00220	REMOVAL OF ASPHALT MAT	SY	2,515	\$9.00	\$22,635.00			
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$45.00	\$2,025.00			
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	553	\$150.00	\$82,950.00			
	186 + 44	DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$107,610.00			
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS			
		DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS							
		DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00			
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS			
		DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS							
DS-1	202-NWSWSD-00021S	GRINDER PUMP/SERVICE LIFT STATION REMOVAL	EACH	2	\$5,000.00	\$10,000.00			
DS-2	202-NWSWSD-00022	REMOVAL OF EXISTING SEWER MANHOLES	EACH	14	\$1,500.00	\$21,000.00			
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	2,408	\$34.00	\$81,872.00			
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	196	\$140.00	\$27,440.00			
DS-7	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,387	\$200.00	\$477,400.00			
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	11	\$9,823.00	\$108,053.00			
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L.S	1	\$80,000.00	\$53,600.00			
DS-10	700-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH SEWER	FA	1	\$250,000.00	\$250,000.00			
		DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$1,029,365.00			
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS			
		DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS							
		DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00			
		58TH AVENUE SCHEDULE C TOTAL				\$1,136,975.00			

	3/4/2022	58TH AVENUE SCHEDULE D										
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS						
		METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS										
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	698	\$9.00	\$6,282.00						
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	17	\$45.00	\$765.00						
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	136	\$150.00	\$20,400.00						
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	32	\$85.00	\$2,720.00						
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	10	\$100.00	\$1,000.00						
	186 + 44	METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$31,167.00						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS						
		METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS										
		METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS						
		METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS										
		METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$0.00						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS						
		METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS										
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$38.00	\$68,970.00						
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$200.00	\$358,000.00						
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$4,000.00	\$12,000.00						
MW-5	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO 58TH WATER	F A	1	\$65,752.00	\$65,752.00						
		METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$504,722.00						
		58TH AVENUE SCHEDULE D TOTAL				\$535,889.00						

	3/4/2022	58TH AVENUE SCHEDULE E									
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS					
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS									
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL									\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS					
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS									
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL									\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS					
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS									
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL									\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS					
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS									
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL									\$0.00
		58TH AVENUE SCHEDULE E TOTAL									

	3/4/2022	58TH AVENUE SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS	
		ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS					
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$40,000.00	\$40,000.00	
CTY-30	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00	
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$8.00	\$8,760.00	
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00	
CTY-38	208-00035	AGGREGATE BAG	LF		\$10.00	\$1,900.00	
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$2,000.00	\$4,000.00	
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$15.00	\$2,850.00	
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$250.00	\$1,000.00	
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$250.00	\$3,000.00	
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$3,000.00	\$30,000.00	
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$70.00	\$7,000.00	
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$150.00	\$60,000.00	
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$20,000.00	\$20,000.00	
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$1,500.00	\$6,000.00	
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$3,500.00	\$14,000.00	
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$1,500.00	\$6,000.00	
CTY-61	213-00061	MULCH TACKIFIER	LB		\$9.00	\$3,582.00	
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS I)	SY		\$4.00	\$116.00	
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$125.00	\$5,000.00	
CTY-154	622-00720	PUMP STATION	L S		\$50,000.00	\$50,000.00	
CTY-155	625-00000	CONSTRUCTION SURVEYING	L S		\$130,000.00	\$130,000.00	
CTY-156	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$200.00	\$16,000.00	
CTY-157	626-00000	MOBILIZATION	L S		\$450,000.00	\$450,000.00	
CTY-158	6260-10001	PUBLIC INFORMATION SERVICES	L S		\$32,500.00	\$32,500.00	
CTY-159	6260-10002	PUBLIC INFORMATION SERVICE (ADDRESS)	EACH		\$10.00	\$5,000.00	
CTY-163	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF		\$15.00	\$20,025.00	
CTY-164	630-00000	FLAGGING	HOURL		\$33.00	\$33,000.00	
CTY-165	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$140.00	\$1,120.00	
CTY-166	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$250.00	\$10,000.00	
CTY-167	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00	
CTY-168	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$800.00	\$3,200.00	
CTY-169	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$200.00	\$2,000.00	
CTY-170	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$75.00	\$1,200.00	
CTY-171	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$90.00	\$2,610.00	
CTY-172	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$500.00	\$2,500.00	
CTY-173	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00	
CTY-174	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$2,000.00	\$8,000.00	
CTY-175	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$50.00	\$5,000.00	
CTY-176	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$60.00	\$1,500.00	
CTY-177	630-80370	BARRIER (TEMPORARY)	LF		\$45.00	\$45,000.00	
CTY-178	630-80380	TRAFFIC CONE	EACH		\$12.00	\$3,600.00	
CTY-180	700-70010	F/A MINOR CONTRACT REVISIONS - COUNTY 58TH	F A		\$950,000.00	\$950,000.00	
CTY-181	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$90,000.00	\$90,000.00	
CTY-184	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A		\$15,000.00	\$15,000.00	
	186 + 44	ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$2,308,459.00	
		58TH AVENUE SCHEDULE F TOTAL				\$2,308,459.00	

	3/4/2022	58TH AVENUE SCHEDULE G							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION				UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G							
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)				LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)				HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)				EA	1,200	\$1.00	\$1,200.00
		METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G TOTAL							\$42,800.00

	3/4/2022	58TH AVENUE SCHEDULE H							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION				UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H							
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL. ATTENTION: DAVID KAMIN. SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)				LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL. ATTENTION: DAVID KAMIN. SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)				HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)				EA	300	\$1.00	\$300.00
		XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H TOTAL							\$20,700.00

	3/4/2022	58TH AVENUE SCHEDULE I							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION				UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I							
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)				EA	2	\$30,000.00	\$60,000.00
		COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I TOTAL							\$60,000.00

FRANKLIN STREET SCHEDULES

FRANKLIN STREET SCHEDULES SUMMARY				3/4/2022
		PERCENT OF PROJECT		PERCENT OF PROJECT
		COST OF IMPROVEMENTS / A+B+C+D +E=		
COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL		\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL		\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL		\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL		\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY XCEL FRANKLIN STREET WATER IMPROVEMENTS TOTAL		\$0.00	\$1,649,002.00	0.000000%
FRANKLIN STREET SCHEDULE A TOTAL		\$0.00		0.000000%
		PERCENT OF PROJECT		PERCENT OF PROJECT
		COST OF IMPROVEMENTS / A+B+C+D +E=		
FRANKLIN STREET SCHEDULE A TOTAL		\$0.00	\$1,649,002.00	0.00000000%
FRANKLIN STREET SCHEDULE B TOTAL		\$1,001,171.00	\$1,649,002.00	60.7137529%
FRANKLIN STREET SCHEDULE C TOTAL		\$0.00	\$1,649,002.00	0.00000000%
FRANKLIN STREET SCHEDULE D TOTAL		\$647,831.00	\$1,649,002.00	39.2862471%
FRANKLIN STREET SCHEDULE E TOTAL		\$0.00	\$1,649,002.00	0.00000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D+ SCHEDULE E		\$1,649,002.00		100.000000%
		TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$233,000.00	0.00000000%	\$0.00
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$233,000.00	60.7137529%	\$141,463.04
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$233,000.00	0.00000000%	\$0.00
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$233,000.00	39.2862471%	\$91,536.96
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]		\$233,000.00	0.00000000%	\$0.00
TOTAL SCHEDULE F			100.00000000%	\$233,000.00
		COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F		\$0.00	\$0.00	\$0.00
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,001,171.00	\$141,463.04	\$1,142,634.04
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$0.00	\$0.00	\$0.00
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$647,831.00	\$91,536.96	\$739,367.96
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$0.00	\$0.00	\$0.00
TOTAL PROJECT IMPROVEMENTS COST		\$1,649,002.00	\$233,000.00	\$1,882,002.00

FRANKLIN STREET SCHEDULES SUMMARY		3/4/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,142,634.04
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$0.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		\$1,142,634.04
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$739,367.96
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		\$782,167.96
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$0.00
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		\$0.00
TOTAL PROJECT IMPROVEMENTS COST		\$1,882,002.00
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
0		\$0.00
ESTIMATED TOTAL BUDGET FOR PROJECT		\$1,924,802.00
ESTIMATED TOTAL BUDGET FOR PROJECT		\$1,924,802.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		-\$1,142,634.04
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		-\$782,167.96
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		\$0.00
ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT		\$0.00

	000-44624	FRANKLIN STREET SCHEDULE A								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION					UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS								
		FRANKLIN STREET SCHEDULE A TOTAL								\$0.00

	3/4/2022	FRANKLIN STREET SCHEDULE B						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS		
		DISTRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	1,958	\$9.00	\$17,622.00		
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	391	\$45.00	\$17,595.00		
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	754	\$85.00	\$64,090.00		
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	215	\$100.00	\$21,500.00		
	14 + 9	TRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$120,807.00		
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS		
		DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS						
DW-1	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EACH	5	\$1,000.00	\$5,000.00		
DW-2	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EACH	5	\$1,000.00	\$5,000.00		
DW-3	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,284	\$34.00	\$77,656.00		
DW-4	601-NWSWSD-40100TB	THRUST BLOCK	EACH	26	\$75.00	\$1,950.00		
DW-5	619-NWSWSD-0000004S	4 INCH TRANSITION SLEEVE COUPLING	EACH	1	\$2,000.00	\$2,000.00		
DW-6	619-NWSWSD-0000006B	6 INCH BEND, ALL ANGLES	EACH	2	\$1,700.00	\$3,400.00		
DW-7	619-NWSWSD-0000006S	6 INCH TRANSITION SLEEVE COUPLING	EACH	5	\$2,000.00	\$10,000.00		
DW-8	619-NWSWSD-0000008B	8 INCH BEND, ALL ANGLES	EACH	2	\$1,700.00	\$3,400.00		
DW-9	619-NWSWSD-0000008S	8 INCH TRANSITION SLEEVE COUPLING	EACH	5	\$2,000.00	\$10,000.00		
DW-10	619-NWSWSD-000001604ST	16 INCH X 4 INCH SWIVEL TEE	EACH	1	\$2,300.00	\$2,300.00		
DW-11	619-NWSWSD-000001606ST	16 INCH X 6 INCH SWIVEL TEE	EACH	5	\$2,500.00	\$12,500.00		
DW-12	619-NWSWSD-000001608R	16 INCH X 8 INCH REDUCER RESTRAINED	EACH	1	\$2,000.00	\$2,000.00		
DW-13	619-NWSWSD-000001608ST	16 INCH X 8 INCH SWIVEL TEE	EACH	4	\$3,100.00	\$12,400.00		
DW-14	619-NWSWSD-000001612R	16 INCH X 12 INCH REDUCER RESTRAINED	EACH	16	\$2,000.00	\$32,000.00		
DW-15	619-NWSWSD-0000001616T	16 INCH X 16 INCH TEE	EACH	1	\$3,500.00	\$3,500.00		
DW-16	619-NWSWSD-0000016B	16 INCH BEND, ALL ANGLES	EACH	1	\$2,750.00	\$2,750.00		
DW-17	619-NWSWSD-0000016S	16 INCH TRANSITION SLEEVE COUPLING	EACH	2	\$2,000.00	\$4,000.00		
DW-18	619-NWSWSD-00007	CONNECT TO EXISTING PIPELINE	EACH	12	\$3,200.00	\$38,400.00		
DW-19	619-NWSWSD-0000700.75	3/4 INCH TAP RECONNECTION	EACH	3	\$2,000.00	\$6,000.00		
DW-20	619-NWSWSD-0000701.00	1 INCH TAP RECONNECTION	EACH	3	\$2,000.00	\$6,000.00		
DW-21	619-NWSWSD-0000701.25	1-1/4 INCH TAP RECONNECTION	EACH	1	\$2,000.00	\$2,000.00		
DW-22	619-NWSWSD-0000701.50	1-1/2 INCH TAP RECONNECTION	EACH	2	\$2,000.00	\$4,000.00		
DW-23	619-NWSWSD-06040052	4 INCH CLASS 52 DIP	LF	27	\$90.00	\$2,430.00		
DW-24	619-NWSWSD-06060052	6 INCH CLASS 52 DIP	LF	97	\$95.00	\$9,215.00		
DW-25	619-NWSWSD-06080052	8 INCH CLASS 52 DIP	LF	91	\$103.00	\$9,373.00		
DW-26	619-NWSWSD-40060	3/4 INCH COPPER SERVICE PIPE	LF	104	\$30.00	\$3,120.00		
DW-27	619-NWSWSD-40080	1 INCH COPPER SERVICE PIPE	LF	96	\$40.00	\$3,840.00		
DW-28	619-NWSWSD-40100	1-1/4 INCH COPPER SERVICE PIPE	LF	6	\$50.00	\$300.00		
DW-29	619-NWSWSD-40120	1-1/2 INCH COPPER SERVICE PIPE	LF	63	\$60.00	\$3,780.00		
DW-30	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	36	\$100.00	\$3,600.00		
DW-31	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	44	\$125.00	\$5,500.00		
DW-32	619-NWSWSD-51247	16 INCH C900 DR18 PVC PIPE	LF	1,989	\$150.00	\$298,350.00		
DW-33	619-NWSWSD-75032	4 INCH GATE VALVE AND BOX	EACH	2	\$2,000.00	\$4,000.00		
DW-34	619-NWSWSD-75048	6 INCH GATE VALVE AND BOX	EACH	6	\$2,000.00	\$12,000.00		
DW-35	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EACH	5	\$2,100.00	\$10,500.00		
DW-36	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EACH	8	\$3,200.00	\$25,600.00		
DW-37	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EACH	5	\$8,500.00	\$42,500.00		
DW-38	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT FRANKLIN WATER	FA	1	\$200,000.00	\$200,000.00		
		ISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$880,364.00		

	3/4/2022	FRANKLIN STREET SCHEDULE B								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS								
		DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS				
		DISTRICT WATER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS								
		DISTRICT WATER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00				
		FRANKLIN STREET SCHEDULE B TOTAL				\$1,001,171.00				

	3/4/2022	FRANKLIN STREET SCHEDULE C								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS				
		DISTRICT SEWER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS				
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS								
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS				
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS								
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS				
		DISTRICT SEWER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS								
		DISTRICT SEWER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00				
		FRANKLIN STREET SCHEDULE C TOTAL								

	3/4/2022	FRANKLIN STREET SCHEDULE D								
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS				
		METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS								
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	723	\$9.00	\$6,507.00				
CTY-3	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	218	\$15.00	\$3,270.00				
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	145	\$45.00	\$6,525.00				
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	279	\$85.00	\$23,715.00				
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	104	\$100.00	\$10,400.00				
	14 + 9	METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$50,417.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS				
		METRO RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS								
		METRO RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS				
		METRO RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS								
		METRO RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS				
		METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS								
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	2,153	\$38.00	\$81,814.00				
MW-2	619-METRO-00010	WATER LINE (SPECIAL)	L S	1	\$25,000.00	\$25,000.00				
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	2,153	\$200.00	\$430,600.00				
MW-4	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO FRANKLIN WATER	F A	1	\$60,000.00	\$60,000.00				
		METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$597,414.00				
		FRANKLIN STREET SCHEDULE D TOTAL				\$647,831.00				

	3/4/2022	FRANKLIN STREET SCHEDULE E										
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS						
		XCEL RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS										
		XCEL RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL										\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS						
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS										
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL										\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS						
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS										
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL										\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS						
		XCEL RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS										
		XCEL RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL										\$0.00
		FRANKLIN STREET SCHEDULE E TOTAL										

	3/4/2022	FRANKLIN STREET SCHEDULE F				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
		ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$15,000.00	\$15,000.00
CTY-4	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00
CTY-5	208-00200	EROSION CONTROL MANAGEMENT	L S		\$40,000.00	\$40,000.00
CTY-9	625-00000	CONSTRUCTION SURVEYING	L S		\$20,000.00	\$20,000.00
CTY-10	630-00016	TRAFFIC CONTROL (SPECIAL) LS	L S		\$50,000.00	\$50,000.00
CTY-11	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$40,000.00	\$40,000.00
CTY-12	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A		\$10,000.00	\$10,000.00
CTY-13	700-70037	F/A CONTAMINATED SOIL	F A		\$20,000.00	\$20,000.00
CTY-14	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A		\$10,000.00	\$10,000.00
		ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$233,000.00
		FRANKLIN STREET SCHEDULE F TOTAL				\$233,000.00

	3/4/2022	FRANKLIN STREET SCHEDULE G							
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION				UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE G							
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)				LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)				HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)				EA	1,200	\$1.00	\$1,200.00
		METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE G TOTAL							\$42,800.00



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Private Road Maintenance Agreement – E. 128 th Ave west to Imboden Road
FROM: Jenni Grafton Hall, Director; Chase Evans, Deputy Director; David Dittmer, Right-of-Way Agent
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Private Road Maintenance Agreement between Richard S. Edelen and Adams County

BACKGROUND:

Pursuant to parcels created by a Land Survey Plat as deposited in Book 1, page 5546 of Adams County Public Records being a part of the NE4 of Section 32, Township 1 South, Range 64 West of the 6th P.M., a private road maintenance agreement is required between the owner and Adams County, that the owner maintain the portion of a trail road from the owner's access to E. 128th Avenue west to Imboden Road.

The subject request is consistent with the requirement for the maintenance of a private road within unincorporated Adams County, Colorado. In addition, staff reviewed the Private Road Maintenance Agreement and determined that the proposed agreement conforms to the requirements outlined in the County's Development Standards and Regulations.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Executed Private Road Maintenance Agreement
Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION APPROVING A PRIVATE RESIDENTIAL ACCESS MAINTENANCE
AGREEMENT BETWEEN RICHARD S. EDELEN AND ADAMS COUNTY

WHEREAS, Richard S. Edelen (the “Owner”), owns a parcel of land located in Section 32 of Township 1 South, Range 64 West of the 6th P.M.; and,

WHEREAS, Adams County requires that as a prerequisite to a building permit, a property shall have access to a County dedicated, constructed and maintained public road improved to the specifications of the Adams County Development Standards and Regulations as provided in Adams County Design and Performance Standards 2-02-01; and,

WHEREAS, at this location, the most logical development is by private road within a segment of East 128th Avenue; and,

WHEREAS, the Private Residential Access Maintenance Agreement ensures that the Owner maintain the road and indemnify and hold harmless the County for any damages arising from the Owner’s obligations under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Private Residential Access Maintenance Agreement between Richard S. Edelen and Adams County, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Chair of the Board of County Commissioners is hereby authorized to execute said Agreement on behalf of Adams County.

PRIVATE RESIDENTIAL ACCESS MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Richard S. Edelen whose legal address is 35710 E. 128th Avenue, hereinafter called the "Owner."

WITNESSETH:

WHEREAS, the Owner is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof (the "Property"); and,

WHEREAS, the property is adjacent to a public right-of-way owned by the County known as E. 128th Avenue; and,

WHEREAS, pursuant to Adams County Road Petition Resolution 684, approved by the Board of County Commissions on October 8, 1928, and recorded in Book 7, page 291 of the Adams County Public Records; and,

WHEREAS, the Owner wishes to build out the road to a private road standard instead of the County Road standard, and the County requires that the Owner of the Property maintain the trail road and indemnify and hold harmless the County for any damages arising from the Owner obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Maintenance.** East 128th Avenue is open to the general public and Owner shall not post, gate, or otherwise restrict through access to farmers, oil and gas industry, or the general public. The Owner of the Property shall accept responsibility for the continuous maintenance, including but not limited to, snow removal, grading, resurfacing and any and all repairs necessary for adequate access in accordance with the requirements and specifications of the Fire District 6 Greater Brighton, for that section of East 128th Avenue from owner's access on E. 128th Ave., west to Imboden Road as a private residential access. Additionally, the Owner's responsibility to maintain the right-of-way of E. 128th Avenue as a private residential access shall not be construed to create any rights in the use of the right-of-way of East 128th Avenue as a private roadway, or to require the Owner to maintain the right-of-way of East 128th Avenue as a private roadway for the benefit of any third parties, except as required by applicable Colorado law.
2. **Duration of Maintenance.** The Owner shall be responsible for the maintenance of East 128th Avenue right-of-way from the property access west to Imboden Road as a private residential access in perpetuity, or (1) until such time as of East 128th Avenue is designed and constructed to County standards and is accepted by the Board of County Commissioners, County of Adams for maintenance, or (2) until such time as this agreement is superseded by a subsequent Private Residential Access Maintenance Agreement that has been approved by the Board of County Commissioners, County of Adams.
3. **Public dedication of land for right-of-way purposes or other public purpose.** The right of way for E. 128th Ave. was dedicated by Road Petition Resolution 684, approved by the Board of County Commissioners on October 8, 1928, and recorded in Book 7, page 291, in the public records of Adams County, Colorado.
4. **Indemnity and Assumption of Risk.** The Owner shall save, hold harmless, defend, and indemnify the County, its public officials, employees, agents, representatives, and contractors for losses, damages, or judgments and expenses, including attorney's fees and costs, on account of fire or other peril, bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising in whole or in part, out of the activities of the Owner under this agreement. Nothing stated herein is intended to, nor shall it be interpreted as, diminishing, or otherwise affecting any statutory or common


law protection or immunity that Adams County may otherwise enjoy, including, but not limited to, the governmental immunities, limitations and protections provided by C.R.S. § 24-10-101, et seq.

5. **Successors and Assigns.** This agreement shall be deemed a covenant running with the real Property as described in said Exhibit "A" attached hereto and shall be binding upon the parties hereto and the heirs, executors, personal representatives, successors, and assigns.

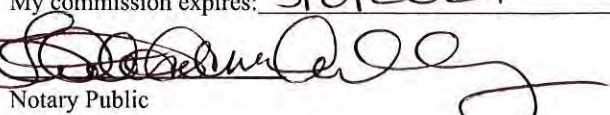
This agreement is hereby executed this 2 day of March, 2022

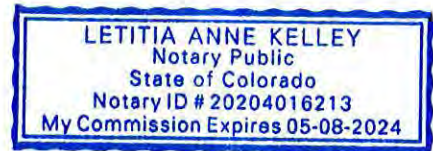
OWNER:

By:


Richard S. Edelen

The foregoing instrument was acknowledged before me this 2nd day of March, 2022, by Richard S. Edelen, Owner

My commission expires: 5/8/2024

Notary Public



COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form:

Adams County Attorney's Office

EXHIBIT "A"

A parcel of land located in the Northeast quarter of Section 32, Township 1 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado described as follows:

Considering the North line of the Northeast quarter of said Section 32 to bear North 89°40'15" West, and with all bearings contained herein relative thereto;

Commencing at the North 1/4 corner of said Section 32; Thence South 01°02'07" East, coincident with the West line of the Northeast 1/4 of said Section 32, a distance of 40.00 feet; Thence South 89°40'15" East, parallel with and 40.00 feet southerly from the North line of the Northeast 1/4 of said Section 32, a distance of 1313.21 feet to the True Point of Beginning; Thence continuing South 89°40'15" East, parallel with and 40.00 feet southerly from the North line of the Northeast 1/4 of said Section 32, a distance of 656.60 feet; Thence South 00°59'15" East a distance of 2606.45 feet to the South line of the Northeast 1/4 of said Section 32; Thence North 89°37'15" West, coincident with the South line of the Northeast 1/4 of said Section 32, a distance of 655.89 feet; Thence North 01°00'12" West, a distance of 2605.89 feet to the True Point of Beginning

being the intent to describe the property conveyed by Special Warranty Deed to Richard S. Edelen and recorded in the Office of the Adams County Clerk and Recorder on March 10, 2021, at Reception #2021000029313



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Private Road Maintenance Agreement – E. 128 th Ave west to Imboden Road
FROM: Jenni Grafton Hall, Director; Chase Evans, Deputy Director; David Dittmer, Right-of-Way Agent
AGENCY/DEPARTMENT: Community and Economic Development
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the Private Road Maintenance Agreement between Thomas M. Kriska and Sherry L. Kriska and Adams County.

BACKGROUND:

Pursuant to parcels created by a Land Survey Plat as deposited in Book 1, page 5546 of Adams County Public Records being a part of the NE4 of Section 32, Township 1 South, Range 64 West of the 6th P.M., a private road maintenance agreement is required between the owner and Adams County, that the owner maintain the portion of a trail road from the owner's access on E. 128th Avenue west to Imboden Road.

The subject request is consistent with the requirement for the maintenance of a private road within unincorporated Adams County, Colorado. In addition, staff reviewed the Private Road Maintenance Agreement and determined that the proposed agreement conforms to the requirements outlined in the County's Development Standards and Regulations.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Attorney's Office

ATTACHED DOCUMENTS:

Executed Private Road Maintenance Agreement
Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION APPROVING A PRIVATE RESIDENTIAL ACCESS MAINTENANCE
AGREEMENT BETWEEN THOMAS M. KRISKA AND SHERRY L. KRISKA AND
ADAMS COUNTY

WHEREAS, Thomas M. Kriska and Sherry L. Kriska (the “Owners”), own a parcel of land located in Section 32 of Township 1 South, Range 64 West of the 6th P.M.; and,

WHEREAS, Adams County requires that as a prerequisite to a building permit, a property shall have access to a County dedicated, constructed and maintained public road improved to the specifications of the Adams County Development Standards and Regulations as provided in Adams County Design and Performance Standards 2-02-01; and,

WHEREAS, at this location, the most logical development is by private road within a segment of East 128th Avenue; and,

WHEREAS, the Private Residential Access Maintenance Agreement ensures that the Owner maintain the road and indemnify and hold harmless the County for any damages arising from the Owner’s obligations under the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Private Residential Access Maintenance Agreement between Thomas M. Kriska and Sherry L. Kriska and Adams County, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Chair of the Board of County Commissioners is hereby authorized to execute said Agreement on behalf of Adams County.

PRIVATE RESIDENTIAL ACCESS MAINTENANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County" and Thomas M. Kriska and Sherry L. Kriska whose legal address is 35600 E. 128th Avenue, hereinafter called the "Owner."

WITNESSETH:

WHEREAS, the Owner is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit "A" attached hereto, and by this reference made a part hereof (the "Property"); and,

WHEREAS, the property is adjacent to a public right-of-way owned by the County known as E. 128th Avenue; and,

WHEREAS, this roadway was established pursuant to Adams County Road Petition Resolution 684, approved by the Board of County Commissions on October 8, 1928, and recorded in Book 7, page 291 of the Adams County Public Records; and,

WHEREAS, the Owner wishes to build out the road to a private road standard instead of the County Road standard, and the County requires that the Owner of the Property maintain the trail road and indemnify and hold harmless the County for any damages arising from the Owner obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Maintenance.** East 128th Avenue is open to the general public and Owner shall not post, gate, or otherwise restrict through access to farmers, oil and gas industry, or the general public. The Owner of the Property shall accept responsibility for the continuous maintenance, including but not limited to, snow removal, grading, resurfacing and any and all repairs necessary for adequate access in accordance with the requirements and specifications of the Fire District 6 Greater Brighton, for that section of East 128th Avenue from owner's access on E. 128th Ave., west to Imboden Road as a private residential access. Additionally, the Owner's responsibility to maintain the right-of-way of E. 128th Avenue as a private residential access shall not be construed to create any rights in the use of the right-of-way of East 128th Avenue as a private roadway, or to require the Owner to maintain the right-of-way of East 128th Avenue as a private roadway for the benefit of any third parties, except as required by applicable Colorado law.
2. **Duration of Maintenance.** The Owner shall be responsible for the maintenance of East 128th Avenue right-of-way from the property access west to Imboden Road as a private residential access in perpetuity, or (1) until such time as of East 128th Avenue is designed

and constructed to County standards and is accepted by the Board of County Commissioners, County of Adams for maintenance, or (2) until such time as this agreement is superseded by a subsequent Private Residential Access Maintenance Agreement that has been approved by the Board of County Commissioners, County of Adams.

3. **Public dedication of land for right-of-way purposes or other public purpose.** The right of way for E. 128th Ave., was dedicated by Road Petition Resolution 684, approved by the Board of County Commissioners on October 8, 1928, and recorded in Book 7, page 291, in the public records of Adams County, Colorado.
4. **Indemnity and Assumption of Risk.** The Owner shall save, hold harmless, defend, and indemnify the County, its public officials, employees, agents, representatives, and contractors for losses, damages, or judgments and expenses, including attorney's fees and costs, on account of fire or other peril, bodily injury, death, or property damage of any nature whatsoever, and by whomsoever made, arising in whole or in part, out of the activities of the Owner under this agreement. Nothing stated herein is intended to, nor shall it be interpreted as, diminishing, or otherwise affecting any statutory or common law protection or immunity that Adams County may otherwise enjoy, including, but not limited to, the governmental immunities, limitations and protections provided by C.R.S. § 24-10-101, et seq.
5. **Successors and Assigns.** This agreement shall be deemed a covenant running with the real Property as described in said Exhibit "A" attached hereto and shall be binding upon the parties hereto and the heirs, executors, personal representatives, successors, and assigns.

This agreement is hereby executed this 10th day of March, 2022

OWNER:

By: Thomas M. Kriska
Thomas M. Kriska

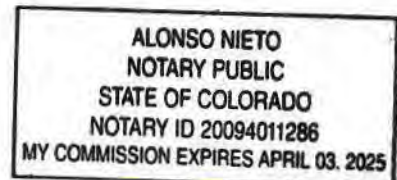
By: Sherry L. Kriska
Sherry L. Kriska

The foregoing instrument was acknowledged before me this 10 day of March, 2022 by Thomas M. Kriska and Sherry L. Kriska, as Joint Tenants, Owners

State of Colorado, Adams County

My commission expires: 04-03-2025

Alonso Nieto
Notary Public



COUNTY:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Clerk of the Board

Chair

Approved as to form:

Adams County Attorney's Office

EXHIBIT "A"

A parcel of land located in the Northeast quarter of Section 32, Township 1 South, Range 64 West of the 6th P.M., County of Adams, State of Colorado described as follows:

Considering the North line of the Northeast quarter of said Section 32 to bear North 89°40'15" West, and with all bearings contained herein relative thereto;

Commencing at the North 1/4 corner of said Section 32; Thence South 01°02'07" East, coincident with the West line of the Northeast 1/4 of said Section 32, a distance of 40.00 feet; Thence South 89°40'15" East, parallel with and 40.00 feet southerly from the North line of the Northeast 1/4 of said Section 32, a distance of 656.60 feet to the True Point of Beginning; Thence continuing South 89°40'15" East, parallel with and 40.00 feet southerly from the North line of the Northeast 1/4 of said Section 32, a distance of 656.60 feet; Thence South 01°00'12" East a distance of 2605.89 feet to the South line of the Northeast 1/4 of said Section 32; Thence North 89°37'15" West, coincident with the South line of the Northeast 1/4 of said Section 32, a distance of 655.89 feet; Thence North 01°01'09" West, a distance of 2605.34 feet to the True Point of Beginning

being the intent to describe the property conveyed by Special Warranty Deed to Thomas M. Kriska and Sherry L. Kriska and recorded in the Office of the Adams County Clerk and Recorder on February 10, 2021, at Reception #2021000016984



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Servicios De La Raza for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Servicios De La Raza and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Servicios De La Raza (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND SERVICIOS DE LA RAZA, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Servicios De La Raza (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Servicios De La Raza and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Servicios de La Raza located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
- 2. Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Servicios De La Raza
Hilda Gonzalez
Rudy Gonzalez
hildag@serviciosdelaraza.org

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or

certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

CASA (Court Appointed Special Advocates)

Name: Executive Director

Date

Suite 2700 – 8,404 S.F

EXHIBIT 1



EXHIBIT 2 – SERVICIOS DE LA RAZA SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Servicios de la Raza provides and advocates for culturally responsive, essential human services and opportunities to our community. Servicios assists individuals to apply for health insurance, food assistance (SNAP), substance use counseling, behavioral health therapy, services for people living with HIV, victim services, food bank, re-entry services, statewide, vocational and financial services

Adams County Human Services Center Building Use Policies

**To ensure the safety and security of employees and citizens as well as
preserve the beauty and longevity of the building as a whole.**



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined
1115	Apple-D Conference Room	has embedded kid's room
1116	Apple-C Conference Room	These rooms can be combined in various ways
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	
1122	Plum-A Meeting Room	/
1125	Plum-B Classroom	
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Tri-County WIC for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Tri-County WIC and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Tri-County WIC (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect, and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND TRI-COUNTY WIC, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Tri-County WIC (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Tri-County WIC and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Tri-County WIC located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Tri-County WIC
Chris Shelton
cshelton@tchd.org
720-360-8018

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or

certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

CASA (Court Appointed Special Advocates)

Name: Executive Director

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET
WESTMINSTER, CO 80234
SUITE 2700—8,404 S.F.

EXHIBIT 1



**EXHIBIT 2 – WOMEN, INFANTS, & CHILDREN (WIC) SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

WIC assists families with children up to 5 years old and/or women who are pregnant, just had a baby, or are breastfeeding. WIC provides healthy foods, nutrition education, and referrals to other community resources.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Almost Home for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Almost Home and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Almost Home is a non-profit corporation that promotes self-sufficiency and provide assistance to those individuals and families experiencing housing instability. They help prevent and confront homelessness in Adams and Weld County.; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney's Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND ALMOST HOME, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Almost Home (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that promotes self-sufficiency and provide assistance to those individuals and families experiencing housing instability. They help prevent and confront homelessness in Adams and Weld County.; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Almost Home and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80033

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Almost Home, Inc., located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that promotes self-sufficiency and provide assistance to those individuals and families experiencing housing instability. They help prevent and confront homelessness in Adams and Weld County.; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion,

may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the

shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

- 10. Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
- 11. Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
- 12. Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
- 13. Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
- 14. No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
- 15. Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
- 16. Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of

an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Almost Home
Delaney Coe
720-463-8413
dcoe@almosthomeonline.org

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be

changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Almost Home, Inc.

Executive Director

Date

Suite 2700 – 8,404 S.F

EXHIBIT 1

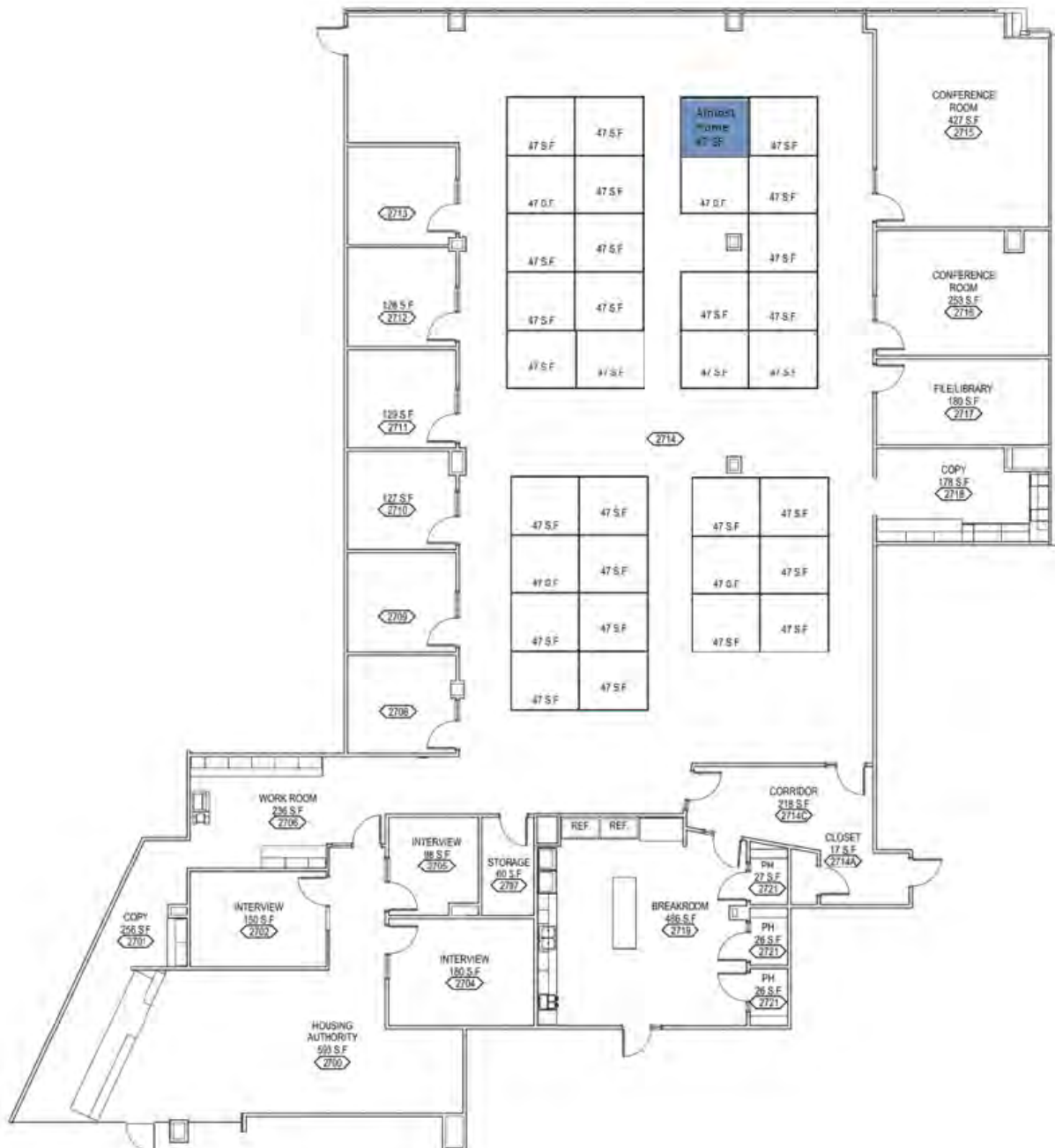


EXHIBIT 2 – ALMOST HOME SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Almost Home promotes self-sufficiency and provides assistance to those individuals and families experiencing housing instability. They help prevent and confront homelessness in Adams and Weld County.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Foster Source for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Foster Source and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Foster Source (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect, and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center to community partners, including Tenant, most of which are in the building’s community partner suite. However, due to the space and unique nature of Tenant, the leased premises shall be on the first floor of the building in accordance with the terms and conditions of the attached agreement. Leasing space to community partners offers them mobility to provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND FOSTER SOURCE, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Foster Source, wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Foster Source and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Foster Source located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 1130 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of two tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
- 2. Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by

either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other

damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their

replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.

16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Foster Source
Renee Bernhard
info@fostersource.org
303-618-4331

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Foster Source

Executive Director

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 1130 – 881 S.F

EXHIBIT 1

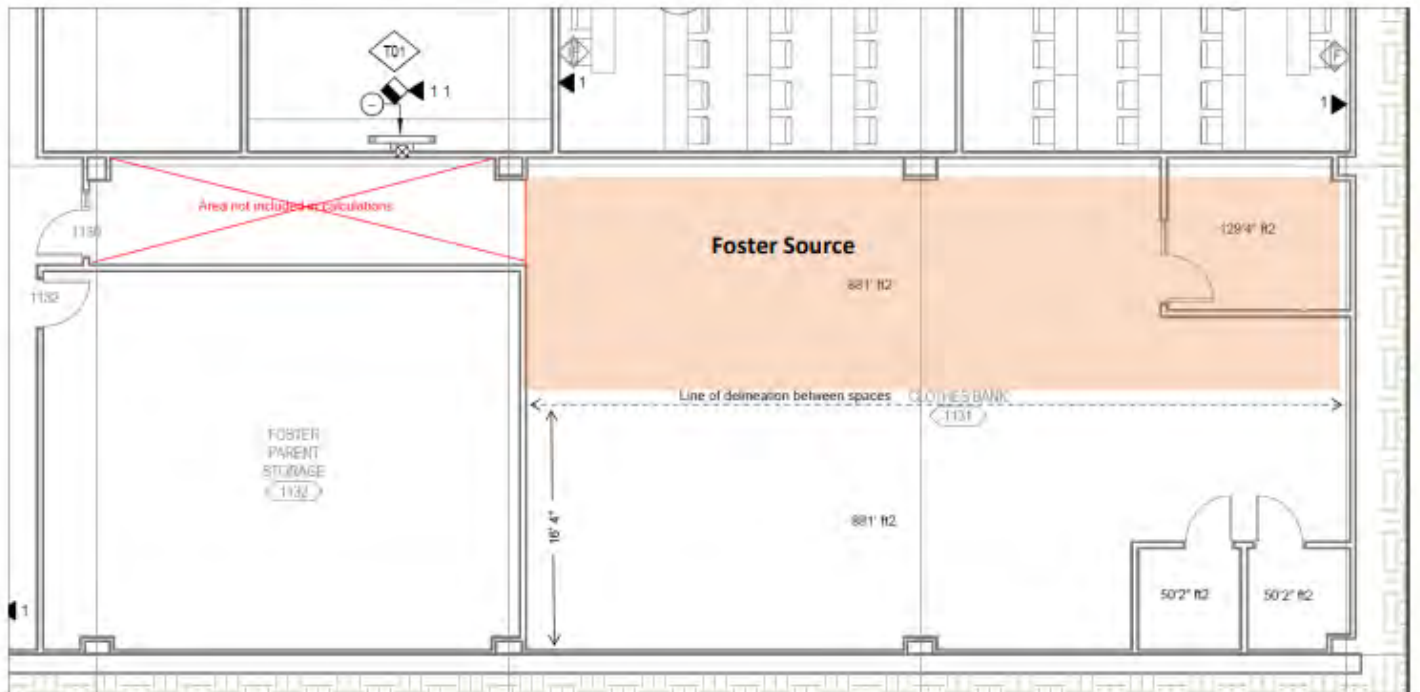


EXHIBIT 2 – FOSTER SOURCE SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Foster Source mission is to provide relevant training, resources, and support to foster and kinship parents, from a trauma-informed approach, giving them the skills and confidence to spark healing in vulnerable children.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Family Tree for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Family Tree and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Family Tree (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect, and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND FAMILY TREE, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Family Tree (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Family Tree and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and FAMILY TREE, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Family Tree
Mariela Michael
mmichael@thefamilytree.org
303-363-6330

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or

certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

CASA (Court Appointed Special Advocates)

Name: Executive Director

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F.

EXHIBIT 1

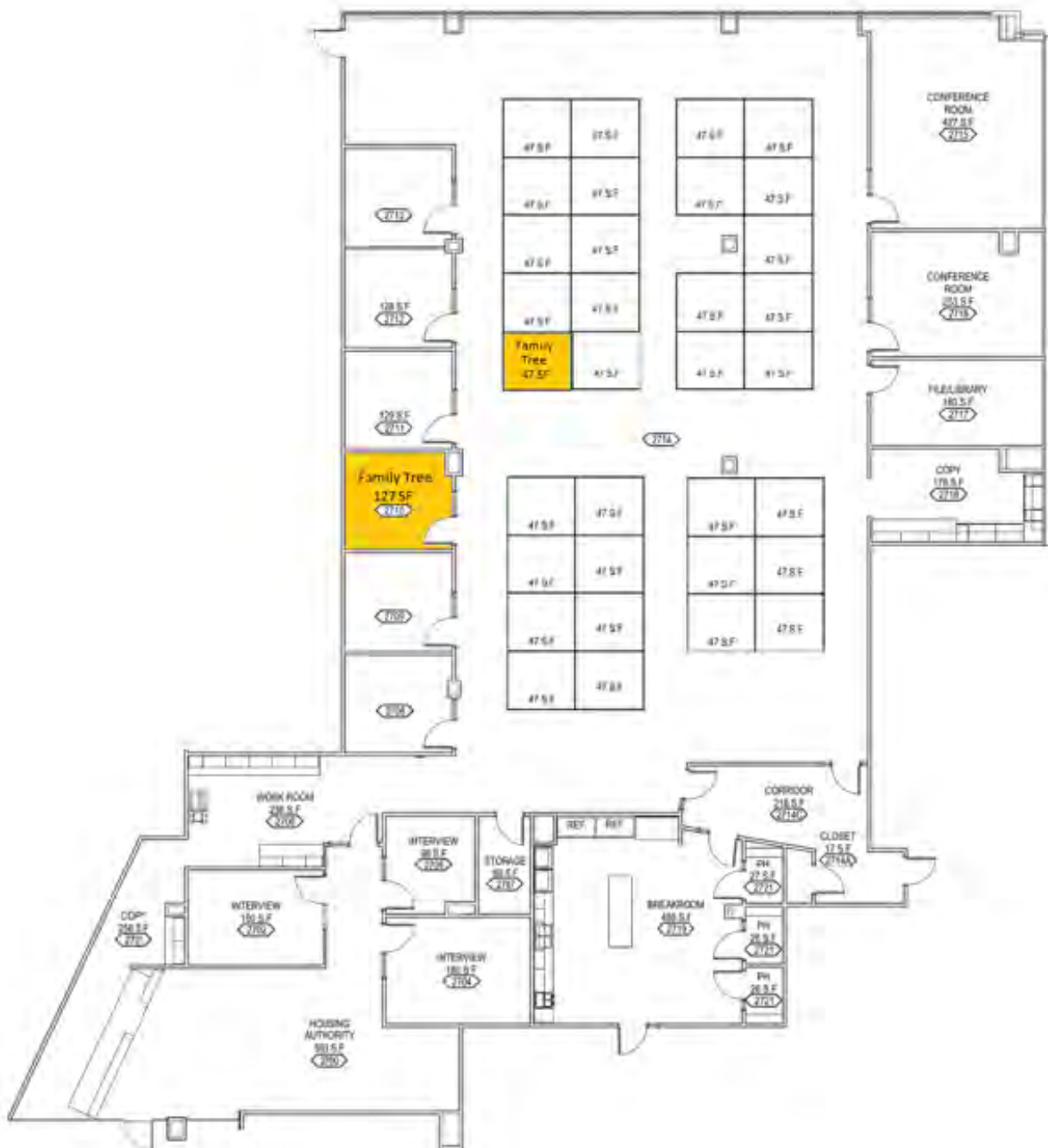


EXHIBIT 2 – FAMILY TREE SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Family Tree helps people overcome child abuse, domestic violence, and homelessness to become safe, strong, and self-reliant. They provide domestic violence outreach, housing, and family stabilization.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Warrior Now for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Warrior Now and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Warrior Now (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect, and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND WARRIOR NOW, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Warrior Now (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Warrior Now and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER
LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____, 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Warrior Now, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
- 2. Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Warrior Now
Brian Johnson
Brian.johnson@warriornow.org

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Warrior Now

Name:
Title

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F

EXHIBIT 1



EXHIBIT 2 – WARRIOR NOW SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Warrior Now connects Veterans impacted by a mental health diagnosis, PTSD, and/or addiction to resources, services, and mentorship through training and peer mentors in order to help reintroduce our Veterans to the Journey of Life.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Maiker Housing Partners for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Maiker Housing Partners and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Maiker Housing Partners (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND MAIKER HOUSING PARTNERS, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Maiker Housing Partners (the "Tenant"), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Maiker Housing Partners and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Maiker Housing Partners located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by

either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other

damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their

replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.

16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Maiker
Sonia Tirado
stirado@maikerhp.org
720-295-2718

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Maiker Housing Partners

Name:
Title:

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F

EXHIBIT 1



EXHIBIT 2 – MAIKER HOUSING PARTNERS SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Maiker Housing Partners provide access to affordable housing, rental assistance, housing searches, utility assistance, budgeting, and other services related to housing.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Senior Hub for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Senior Hub and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Senior Hub (the “Tenant”) is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND SENIOR HUB, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Senior Hub (the "Tenant"), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Senior Hub and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Senior Hub, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that provides various social services in Adams County to train and supervise community volunteers to represent the best interests of our most vulnerable citizens-child victims of physical, sexual, or emotional abuse and neglect; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either

Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared

employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all

repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an

emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.

- 17. Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Senior Hub
Stephanie Knight
sknight@seniorhub.org
303-423-4408
303-426-4408 x201

- 18. Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
- 19. Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Senior Hub

Name:
Title:

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F.

EXHIBIT 1

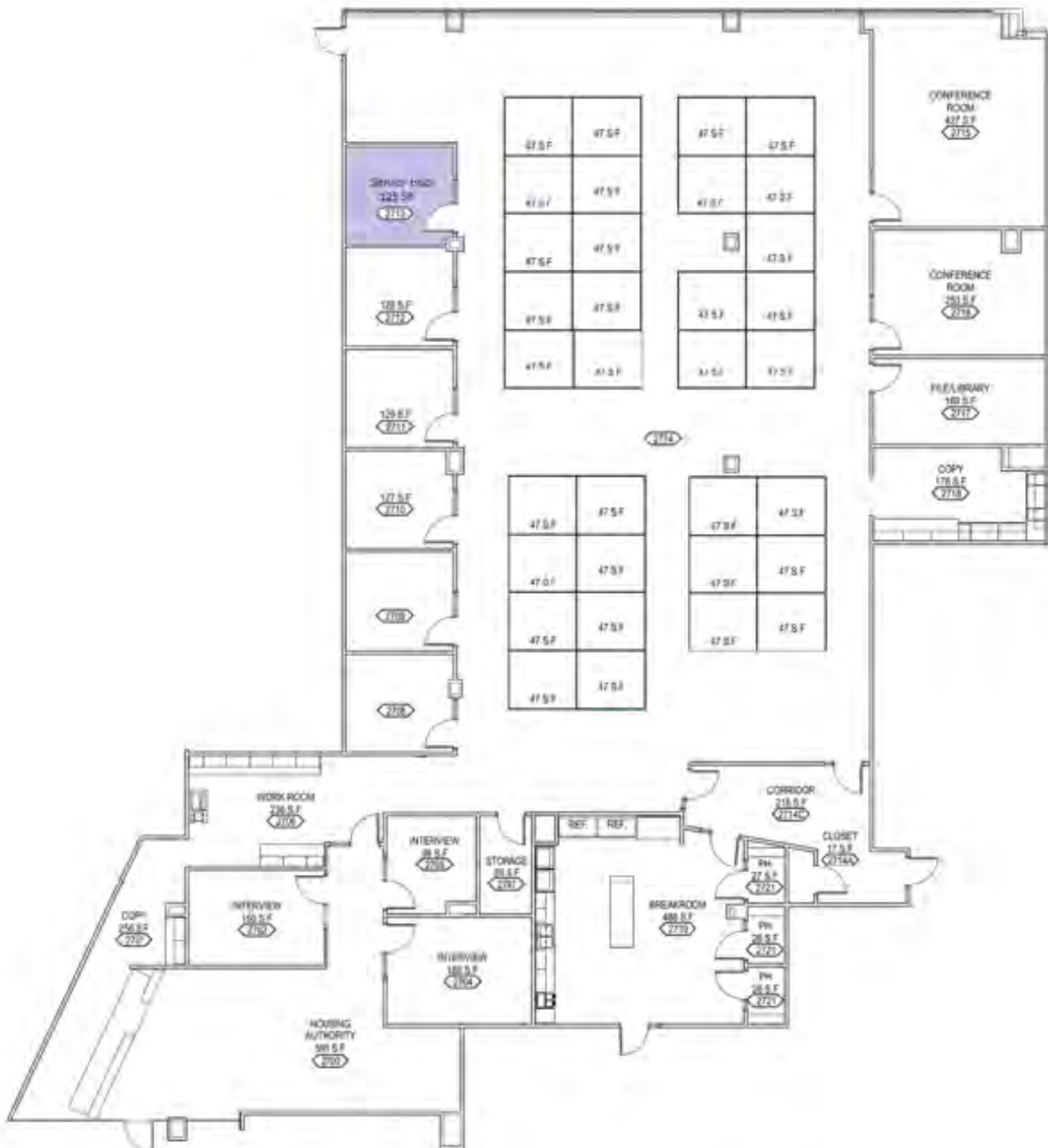


EXHIBIT 2 – SENIOR HUB SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Senior Hub advances the quality of life for older adults through advocacy, community partnerships, and a variety of direct services planned to sustain an independent, healthy aging experience. It operates a Meals on Wheels Program and provides volunteer programs and opportunities.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined
1115	Apple-D Conference Room	has embedded kid's room
1116	Apple-C Conference Room	These rooms can be combined in various ways
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	
1122	Plum-A Meeting Room	/
1125	Plum-B Classroom	
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Center for People with Disabilities for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Center for People with Disabilities and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Center for People with Disabilities (the “Tenant”) is a non-profit corporation that assists people with all disabilities in overcoming barriers to independent living. A continuum of programs provides Independent Living Skills, Advocacy, Information & Referral, Peer Support, and Nursing Home and Youth Transitions; services for Veterans, people with Visual Impairment, Employment, and other specialized services; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND CENTER FOR PEOPLE WITH DISABILITIES, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS Center for People with Disabilities (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Center for People With Disabilities is a non-profit corporation that assists people with all disabilities in overcoming barriers to independent living. A continuum of programs provides Independent Living Skills, Advocacy, Information & Referral, Peer Support, and Nursing Home and Youth Transitions; services for Veterans, people with Visual Impairment, Employment, and other specialized services; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Center for People with Disabilities and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and CPWD (Center for People with Disabilities) located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that assists people with all disabilities in overcoming barriers to independent living. A continuum of programs provides Independent Living Skills, Advocacy, Information & Referral, Peer Support, and Nursing Home and Youth Transitions; services for Veterans, people with Visual Impairment, Employment, and other specialized services; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.

2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to,

heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.

15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6060

For Tenant:

Maria Stepanyan
303.442.8662
Maria@cpwd.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
22. **Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
23. **Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
24. **Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
26. **Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
26. **Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Center for People with Disabilities

Name:
Title:

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F

EXHIBIT 1



EXHIBIT 2 – CENTER FOR PEOPLE WITH DISABILITIES SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES

CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Center for People with Disabilities assists people with all disabilities in overcoming barriers to independent living. A continuum of programs provides Independent Living Skills, Advocacy, Information & Referral, Peer Support, and Nursing Home and Youth Transitions; services for Veterans, people with Visual Impairment, Employment, and other specialized services.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Colorado State University- Extension for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Colorado State University- Extension and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Colorado State University- Extension (the “Tenant”) is a non-profit corporation that offers educational programs for youth and adults on basic personal finance. CSU Extension provides expertise on various topics from agriculture, horticulture, 4-H youth development, and financial well-being.; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution
Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:
Cost Center:

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND COLORADO STATE UNIVERSITY- EXTENSION, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Colorado State University- Extension (the "Tenant"), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant offers educational programs for youth and adults on basic personal finance. The Tenant provides expertise on various topics from agriculture, horticulture, 4-H youth development, and financial well-being; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Colorado State University- Extension and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Colorado State University-Extension located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that offers educational programs for youth and adults on basic personal finance. CSU Extension provides expertise on various topics from agriculture, horticulture, 4-H youth development, and financial well-being.; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.
- 2. Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after

March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated

with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

- 6. Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
- 7. Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
- 8. Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
- 9. Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for

the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.

16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Diana Juarez
303-947-7315
DJuarezSanchez@adcogov.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be

changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT:

Colorado State University- Extension

Name:
Title:

Date

Suite 2700 – 8,404 S.F

EXHIBIT 1



EXHIBIT 2 – CSU EXTENTION SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

Colorado State University Extension (CSU Extension) offers educational programs for youth and adults on basic personal finance. CSU Extension provides expertise on various topics from agriculture, horticulture, 4-H youth development, and financial well-being.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined
1115	Apple-D Conference Room	has embedded kid's room
1116	Apple-C Conference Room	These rooms can be combined in various ways
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	
1122	Plum-A Meeting Room	/
1125	Plum-B Classroom	
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Denver Indian Center for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement Denver Indian Center and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Denver Indian Center (the “Tenant”) is a non-profit corporation that empowers American Indian youth, elders, families, and communities by promoting self-determination and economic, mental, and physical health through education, advocacy, and cultural enrichment, since 1983. They offer supportive services, such as a Fatherhood class, to help fathers have more meaningful engagement with their families.; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND DENVER INDIAN CENTER, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Denver Indian Center (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that empowers American Indian youth, elders, families, and communities by promoting self-determination and economic, mental, and physical health through education, advocacy, and cultural enrichment, since 1983. They offer supportive services, such as a Fatherhood class, to help fathers have more meaningful engagement with their families; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Denver Indian Center and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Denver Indian Center, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that empowers American Indian youth, elders, families, and communities by promoting self-determination and economic, mental, and physical health through education, advocacy, and cultural enrichment, since 1983. They offer supportive services, such as a Fatherhood class, to help fathers have more meaningful engagement with their families.; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease " Hoteling Cubicle Space" to Tenant, and Tenant agrees to rent "Hoteling Cubicle Space" from Landlord, which is a three cubicle portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease this hoteling space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord. Hoteling Space is a reservation-based assigned seating; tenant reserves a cubicle workspace when they come to work in the "Premises" for the day.

2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for

the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.

15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Steve Revello/Rick Waters
303-936-2688
steve@denverindiancenter.org
rick@denverindiancenter.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of

Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT: Denver Indian Center

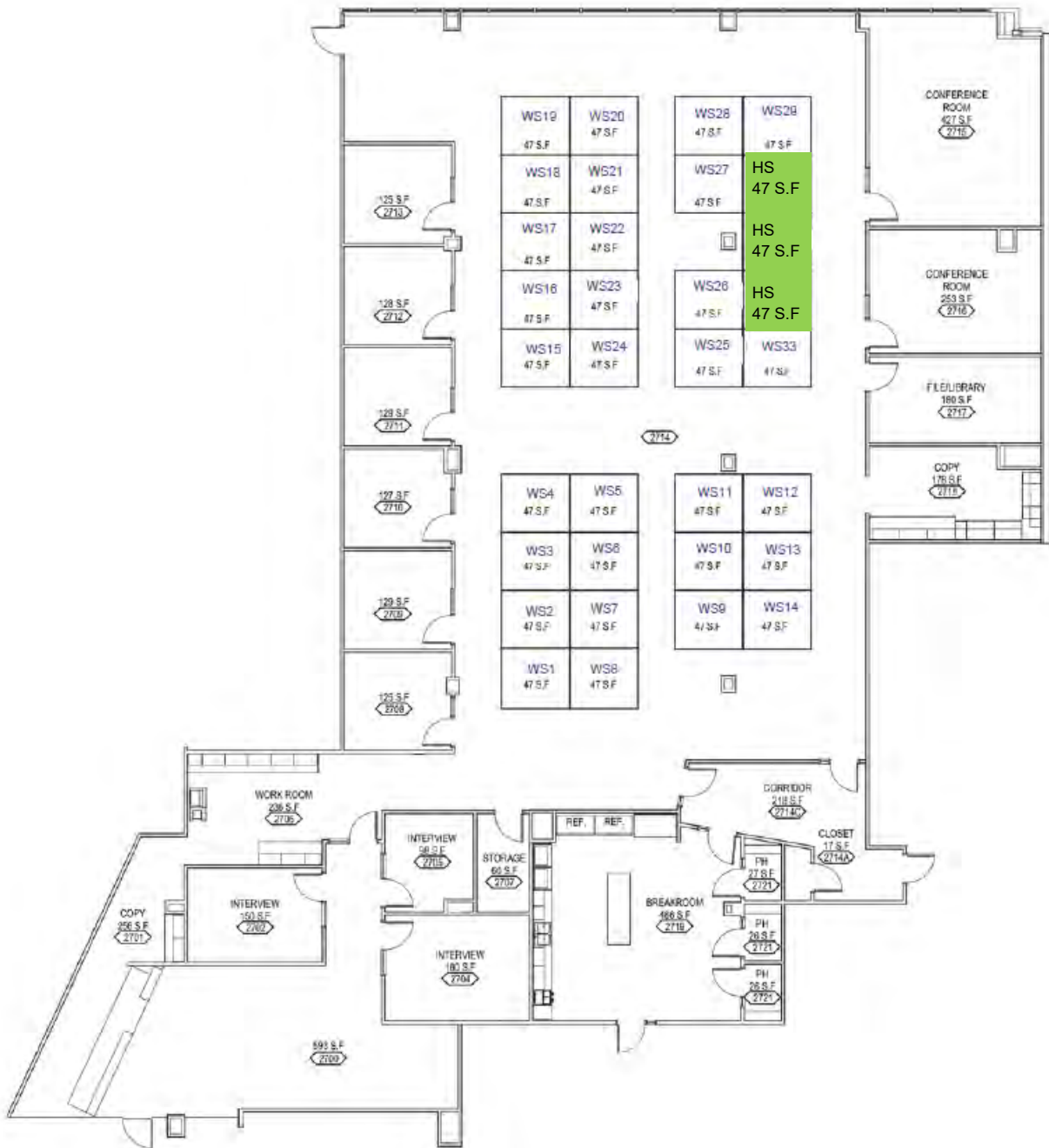
Name:
Title:

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET
WESTMINSTER, CO 80234
SUITE 2700—8,404 S.F.

EXHIBIT 1



**EXHIBIT 2 – THE DENVER INDIAN CENTER SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

The Denver Indian Center mission is to empower American Indian youth, elders, families, and communities by promoting self-determination and economic, mental, and physical health through education, advocacy, and cultural enrichment, since 1983. We offer supportive services, such as a Fatherhood class, to help fathers have more meaningful engagement with their families.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined
1115	Apple-D Conference Room	has embedded kid's room
1116	Apple-C Conference Room	These rooms can be combined in various ways
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	
1122	Plum-A Meeting Room	/
1125	Plum-B Classroom	
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Denver Indian Family Resource Center for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Denver Indian Family Resource Center and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Denver Indian Family Resource Center (the “Tenant is a non-profit corporation that helps strengthen vulnerable American Indian/Alaska Native children and families through collaborative and culturally responsive services. They provide child welfare support services and collaborate with other community agencies, especially those that serve the needs of Native Americans.; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND DENVER INDIAN FAMILY RESOURCE CENTER, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Denver Indian Family Resource Center (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that helps strengthen vulnerable American Indian/Alaska Native children and families through collaborative and culturally responsive services. They provide child welfare support services and collaborate with other community agencies, especially those that serve the needs of Native Americans; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Denver Indian Family Resource Center and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Denver Indian Family Resource Center, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that helps strengthen vulnerable American Indian/Alaska Native children and families through collaborative and culturally responsive services. They provide child welfare support services and collaborate with other community agencies, especially those that serve the needs of Native Americans.; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease " Hoteling Cubicle Space" to Tenant, and Tenant agrees to rent "Hoteling Cubicle Space" from Landlord, which is a three cubicle portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease this hoteling space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord. Hoteling Space is a reservation-based assigned seating; tenant

reserves a cubicle workspace when they come to work in the “Premises” for the day.

2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant’s failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant’s principal place of business or primary business address.

Tenant shall comply with Landlord’s building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant’s programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject

to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain

the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.

14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Marsha Whiting
720-500-1012
mwhiting@difrc.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.

- 20. Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence

\$1,000,000

This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT: Denver Indian Family Resource Center

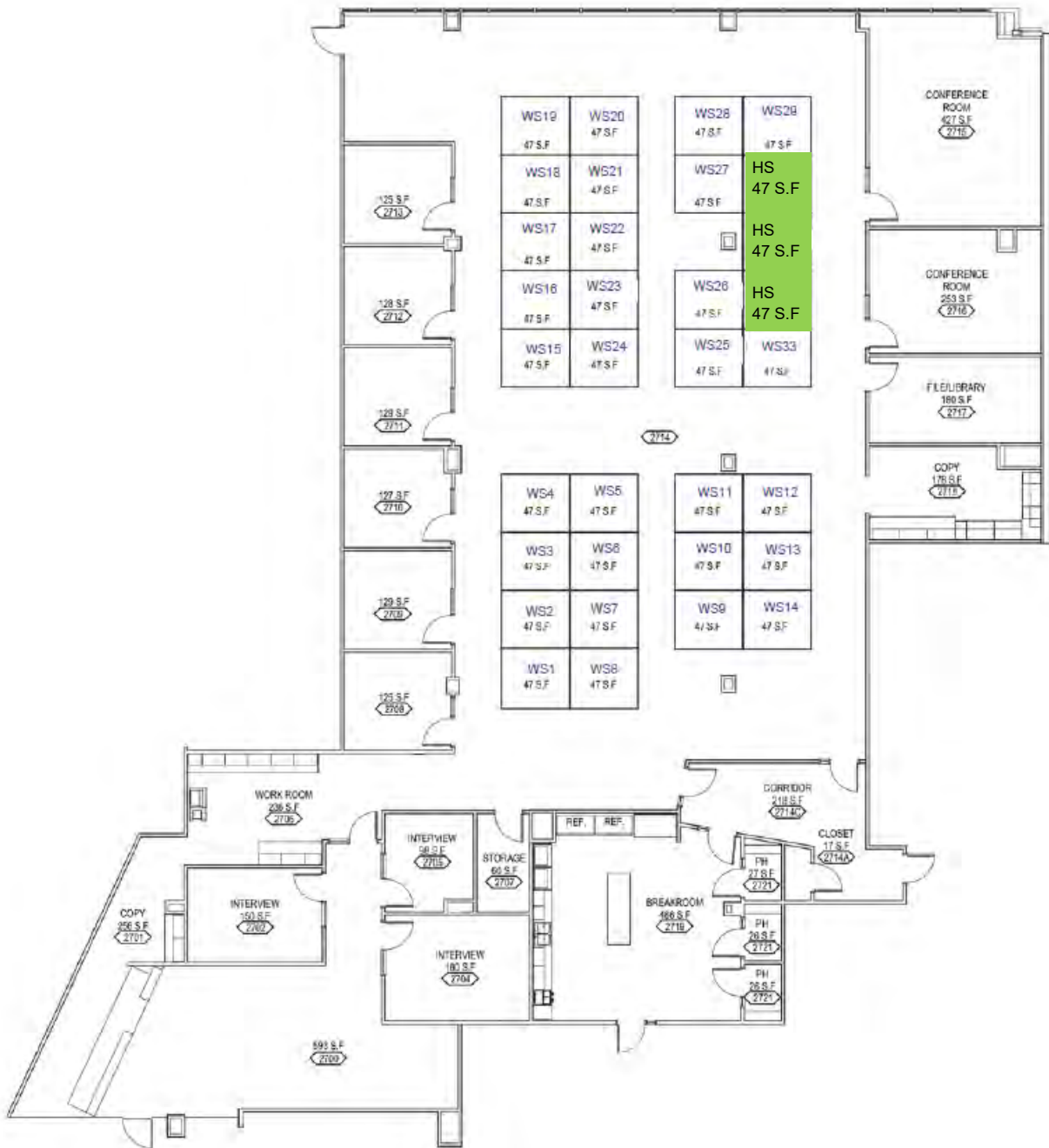
Name:
Title:

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET
WESTMINSTER, CO 80234
SUITE 2700—8,404 S.F.

EXHIBIT 1



**EXHIBIT 2 – DENVER INDIAN FAMILY RESOURCE CENTER SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

DIFRC helps strengthen vulnerable American Indian/Alaska Native children and families through collaborative and culturally responsive services. They provide child welfare support services and collaborate with other community agencies, especially those that serve the needs of Native Americans.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\ These rooms can be combined in various ways
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Denver Vet Center for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Denver Vet Center and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Denver Vet Center (the “Tenant”) is a non-profit corporation that offers groups and whole health activities to military, veterans, and their families, and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution
Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND DENVER VET CENTER, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Denver Vet Center (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that offers groups and whole health activities to military, veterans, and their families, and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Denver Vet Center and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER,
CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and Denver Vet Center, located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that offers groups and whole health activities to military, veterans, and their families, and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

1. **Premises.** Landlord agrees to lease " Hoteling Cubicle Space" to Tenant, and Tenant agrees to rent "Hoteling Cubicle Space" from Landlord, which is a three cubicle portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80234, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease this hoteling space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord. Hoteling Space is a reservation-based assigned seating; tenant reserves a cubicle workspace when they come to work in the "Premises" for the day.
2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after

March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.

3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated

with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

- 6. Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
- 7. Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
- 8. Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
- 9. Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to, heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for

the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.
15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.

16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Donald Maloy
Phone: 303-326-0645
Email: donald.maloy@va.gov

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.
21. **Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be

changed, modified, or waived only by an instrument in writing signed by the Parties hereto.

- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

TENANT: Denver Vet Center

Name:
Title

Date

ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET
WESTMINSTER, CO 80234
SUITE 2700—8,404 S.F.

EXHIBIT 1

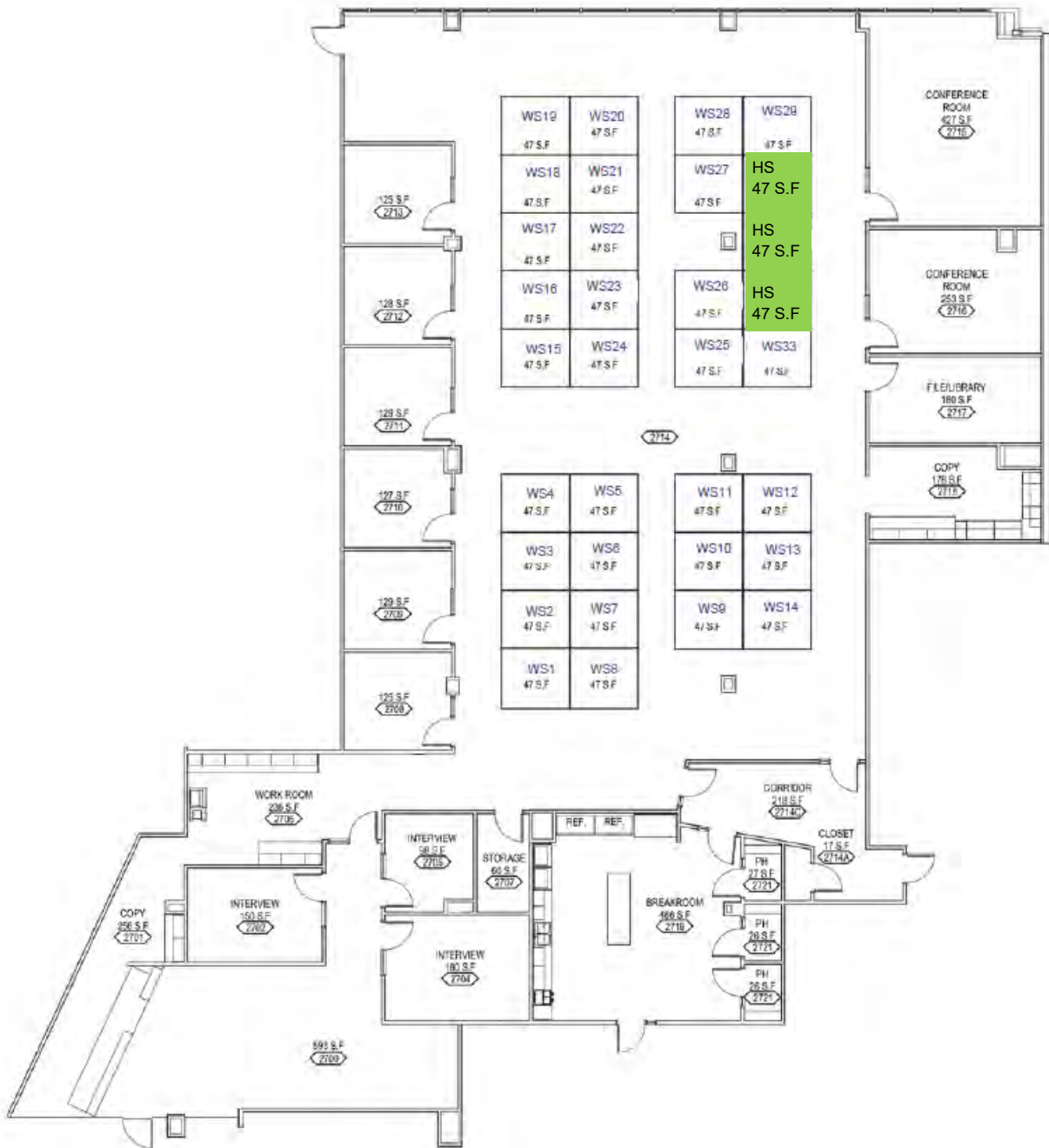


EXHIBIT 2 – THE DENVER VET CENTER SERVICES

LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234

The Denver Vet Center offers groups and whole health activities to military, veterans, and their families through collaborations with Warrior Now, The Summit, Wounded Warrior Project, and the Adams County Veteran Service Office.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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6. Fire Codes

- 6.1- Applicable city codes
- 6.2- Candles/open flames
- 6.3- Electrical appliances

7. Interior Guidelines

- 7.1- Wall hangings
- 7.2- Employee food storage
- 7.3- Painting
- 7.4- Building contractors
- 7.5- Deliveries
- 7.6- Maintenance of live plants
- 7.7- Lighting
- 7.8- Facility key control
- 7.9- Facility card access and photo identification

8. Exterior Guidelines

- 8.1- Employee parking
- 8.2- Long-term parking

9. Environmental Services Guidelines

- 9.1- Environmental Services responsibilities
- 9.2- Department and Office responsibilities
- 9.3- Cleaning supplies

10. Conference Center Use

- 10.1- Scheduling
- 10.2- Staff responsibilities
- 10.3- After-hours use of Conference Center

1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Lease with Early Childhood Partnership of Adams County (ECPAC) for a portion of The Pete Mirelez Human Services Center
FROM: Eddie Valdez, Deputy Director – Human Services Nicci Beauprez, Project Manager of Land & Assets – Facilities & Fleet Management
AGENCY/DEPARTMENT: Human Services Center
HEARD AT STUDY SESSION ON: n/a
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners, County of Adams, State of Colorado, approves the Lease Agreement between Early Childhood Partnership of Adams County and Adams County for a portion of the Pete Mirelez Human Services Center.

BACKGROUND:

Early Childhood Partnership of Adams County (the “Tenant”) is a non-profit corporation that makes it easier for families to get parent education, community services, and tools so children are ready to succeed in school and in life. They provide support to families with parenting classes to improve child development and later school success as well as intensive care navigation to be connected to two-generation services; and, for the benefit and convenience of Adams County residents. Adams County (County) wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region in order to more conveniently provide its services to qualifying Adams County residents. Tenant wishes to lease a portion of the Pete Mirelez Human Services Center community partners suite to offer its services according to the terms and conditions of the attached agreement.

Staff recommends approval of the attached lease.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

County Managers Office, County Attorney’s Office, Human Services Center, Facilities & Fleet Management.

ATTACHED DOCUMENTS:

Resolution

Lease Agreement

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A LEASE BETWEEN ADAMS COUNTY
AND EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY, FOR A PORTION OF
THE PETE MIRELEZ HUMAN SERVICES CENTER

WHEREAS, Adams County (County) owns 11860 Pecos Street (The Pete Mirelez Human Services Center); and,

WHEREAS, Early Childhood Partnership of Adams County (the “Tenant”), wishes to lease from County a portion of the Pete Mirelez Human Services Center to more conveniently offer its services to qualifying Adams County residents; and,

WHEREAS, Tenant is a non-profit corporation that makes it easier for families to get parent education, community services, and tools so children are ready to succeed in school and in life. They provide support to families with parenting classes to improve child development and later school success as well as intensive care navigation to be connected to two-generation services; and,

WHEREAS, for the benefit and convenience of Adams County residents, County wishes to lease a portion of The Pete Mirelez Human Services Center to several tenants so that tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, County is willing to lease a portion of the Pete Mirelez Human Services Center according to the terms and conditions of the attached agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that The Lease Agreement Between Early Childhood Partnership of Adams County and Adams County, a copy of which is attached and incorporated herein by reference, be and is hereby approved.

BE IT FURTHER RESOLVED, that the Chair of the Board of County Commissioners is authorized to execute said Land Lease Agreement on behalf of Adams County.

ADAMS COUNTY, COLORADO
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN
SERVICES CENTER LOCATED
AT 11860 PECOS STREET, WESTMINSTER, CO 80234

THIS LEASE AGREEMENT ("Lease") is entered into this ____ day of _____ 2022, by and between the Board of County Commissioners of Adams County, State of Colorado, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as "Landlord" or "County," and ECPAC (Early Childhood Partnership of Adams County located at _____ hereinafter referred to as "Tenant."

WHEREAS, Landlord is a local governmental entity that provides various social services to qualifying Adams County residents, and Landlord owns and operates a building for the provision of said social services named the Pete Mirelez Human Services Center, located at 11860 Pecos Street, Westminster, CO 80234; and,

WHEREAS, Tenant is a non-profit corporation that makes it easier for families to get parent education, community services, and tools so children are ready to succeed in school and in life. They provide support to families with parenting classes to improve child development and later school success as well as intensive care navigation to be connected to two-generation services.; and,

WHEREAS, for the benefit and convenience of Adams County residents, Landlord wishes to lease a portion of the Pete Mirelez Human Services Center to to several tenants, including Tenant, so that Tenant and other tenants may provide their services to qualifying Adams County residents without said residents needing to undertake additional travel throughout the region; and,

WHEREAS, Tenant is willing to lease a portion of the Pete Mirelez Human Services Center under the terms and conditions of this Lease in order to more conveniently provide its services to qualifying Adams County residents.

NOW, THEREFORE, for the consideration hereinafter set forth, the Parties agree as follows:

- 1. Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to rent from Landlord, a portion of the Pete Mirelez Human Services Center known as Suite 2700 (the "Premises") located at 11860 Pecos Street, Westminster, CO 80033, and depicted on the attached Exhibit 1. Tenant will be one of a number of tenants allowed to lease space in the Premises, and Tenant and its co-tenants shall be apportioned space in the Premises as deemed appropriate by of Landlord, subject to the needs of Tenant's program and the programmatic and space needs of Landlord.

2. **Term.** This Lease shall commence on mutual execution below and terminate on March 31, 2023. In the event Tenant continues to occupy the Premises after March 31, 2023, such tenancy shall be month-to-month and may be terminated by either Party upon thirty days written notice. The Landlord, in its sole discretion, may offer to extend the term of the Lease for two additional, one-year terms. Tenant is not guaranteed, nor shall have any expectation, of receiving the same space in the Premises from one Lease term to the next. **Early termination option:** Either party may terminate this Lease upon ninety-days prior written notice to the other party provided the other terms of the Lease have been adhered to. Upon such termination, neither Landlord nor Tenant shall have any further rights, estates, or liabilities under this Lease accruing after the effective date of termination, except for such obligations that expressly survive the termination of the Lease.
3. **Rent.** In consideration of this Lease, Tenant has already paid rent in the amount of \$10.00. Tenant has outlined the services it intends to provide to qualifying Adams County residents as part of the request for application and response documents, a copy of which is attached as Exhibit 2 and incorporated herein. As the primary consideration for this Lease, Tenant agrees to continue providing the services set forth in Exhibit 2 and complying with Section 5, below. Tenant's failure to provide said services shall be considered tantamount to a failure to pay rent and a material breach of this Lease.
4. **Security Deposit.** No security deposit is being required for this Lease.
5. **Use of the Property.** It shall be a material term of this Lease that Tenant shall use the Premises depicted in Exhibit 1 only for the provision of services outlined in Exhibit 2. In the event Tenant uses the Premises for purposes inconsistent with Exhibit 2, Landlord may, at its sole discretion, terminate this Lease and evict Tenant as provided in Section 7, below. Tenant shall not use or advertise the Premises as Tenant's principal place of business or primary business address.

Tenant shall comply with Landlord's building use guidelines, attached as Exhibit 3 attached, and with such other rules and restrictions imposed by Landlord. Badge access to the Premises and to restricted areas of the Pete Mirelez Human Services Center shall be as determined by Landlord based on Tenant's programmatic needs, and subject to such background checks and other security concerns as Landlord deems relevant.

Tenant shall not alter the Premises without the written authorization of Landlord. The Premises are part of a new building and have been finished and furnished by Landlord, including Landlord providing workstations, desks, chairs, and other customary office furniture. Tenant may undertake such minor decoration of provided furniture as it deems appropriate for the provision of its services, subject to the final written approval of Landlord. At the end of this Lease, any improvements to the Premises shall become the property of Landlord.

Tenant shall not allow any encumbrance or lien to be placed against the Premises and shall indemnify Landlord for the costs, including attorney fees, associated with removing any lien or encumbrance caused by Tenant and for any other damages caused by the lien or encumbrance. Tenant shall have access to the shared employee breakroom, bathrooms associated with or adjacent to the Premises, and parking for staff and clients. Tenant shall not have access to the employee fitness center, the employee clinic/health center, or other facilities and areas Landlord determines, in its sole discretion, are meant for Landlord's employee use only. Tenant's employees shall comply with all County building use policies and other county standards applicable to the Premises. Tenant shall be responsible for conducting background checks on its employees.

6. **Utilities and Miscellaneous Building Services.** Landlord shall be responsible for paying all utility costs associated with the Premises, including phone service, electricity, and heat/air conditioning. Landlord shall provide access to the internet, but Tenant and its co-tenants shall be responsible for obtaining and paying their own internet service provider. Tenant shall be responsible for providing its own computers, printers, and other IT devices. Landlord, at its cost, shall provide snow removal, maintenance, trash removal, and security services. Tenant shall be responsible for any damage caused by its employees, clients, and visitors beyond ordinary wear and tear. Tenant, and its co-tenants, shall, at their sole cost, be responsible for providing and maintaining any copier(s) they deem appropriate and for providing any office supplies, including, but not limited to, copier paper, pens/pencils, envelopes, post-it notes, and other customary office supplies. Tenant, and its co-tenants, shall share the cost of any reception desk personnel or other joint personnel said Tenant and co-tenants deem appropriate.
7. **Eviction.** Tenant may be evicted pursuant to Colorado statutes if Tenant does not comply with all of the terms of this Lease and for all other causes allowed by law. Tenant must pay all costs, including reasonable attorney fees, related to the eviction and the collection of any monies owed the Landlord, along with the cost of re-entering, cleaning, and repairing the Premises.
8. **Non-Compliance by Tenant.** If Tenant fails to comply with the terms of this Lease, Landlord may take any reasonable action to enforce Landlord's rights and remedies under this Lease and Colorado state law and charge the reasonable costs, including reasonable attorney fees, to the Tenant. Failure to pay such additional charges shall be a violation of this Lease.
9. **Care of Premises.** Tenant has examined the Premises and is satisfied with its present physical condition. Landlord makes no warranties or representations about the habitability of the Premises or its fitness for a particular purpose. Tenant accepts the Premises in its "as is" condition. Landlord agrees to maintain the interior and exterior of the Premises in as good condition as it is at the start of this Lease except for ordinary wear and tear. Landlord shall be responsible for the routine maintenance of the mechanical systems, including, but not limited to,

heating, plumbing, air conditioning, and electrical. Landlord shall be responsible for the repair of all structural damage to or defects in the Premises, as well as for the routine repair to or defects in the mechanical systems, including their replacement as necessitated by damage or obsolescence. Tenant must pay for all repairs, replacements, and damages caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors, but Landlord shall perform such repair/replacement work or contract for the same at Tenant's sole cost. Tenant shall be solely responsible for maintaining its property and equipment. Tenant shall remove all of Tenant's property at the end of this Lease. Any Property that is left shall become the property of Landlord and may be discarded.

10. **Repairs by Landlord.** Landlord has no duty to repair the Premises if the Premises is partially or completely destroyed. In the event of complete destruction of the Premises, the parties shall work in good faith to determine whether the Premises should be re-constructed, as well as the terms for any re-construction.
11. **Alterations.** Tenant shall obtain the Landlord's prior written consent to alter, improve, remodel or refurbish the Premises. Alterations, additions, and improvements become the Landlord's property upon termination of this Lease.
12. **Compliance with Laws and Hazardous Use.** Tenant must comply with laws, orders, rules, and requirements of governmental authorities, and insurance companies which have issued or are about to issue policies covering the Premises and/or its contents. Tenant will not keep anything on the Premises which is dangerous, flammable, explosive, or that might increase the danger of fire or any other hazard. There shall be no waste disposal or dumping on the Premises, including the disposal or storage of construction materials.
13. **Indemnification.** Tenant hereby indemnifies and holds Landlord, Landlord's elected officials, officers, directors, agents, employees, successors and assigns (collectively, "Landlord's Indemnified Parties") harmless from and against any and all Losses arising from: (i) the negligence or willful acts of Tenant or its agents, employees, or contractors occurring in the Building or the Premises; and/or(ii) the presence of hazardous materials in, on, under, or around the Building or the Premises to the extent such hazardous materials were brought upon or used by Tenant in the Building or the Premises. Notwithstanding the foregoing, Tenant shall have no liability for any Losses under this Section 13 to the extent such Losses are caused by Landlord's gross negligence or willful misconduct. In the event any action or proceeding shall be brought against Landlord's Indemnified Parties by reason of any such claim, Tenant shall defend the same at Tenant's expense by counsel reasonably approved by Landlord.
14. **No Waiver by Landlord.** Landlord does not give up any rights by failing to enforce any terms of this Lease.

15. **Assignment and Subleasing.** Tenant shall not assign or sublease the Premises without the prior written consent of the Landlord.
16. **Entry by Landlord.** Upon reasonable notice, Landlord may enter the Premises to inspect it or to protect Landlord's rights pursuant to this Lease. In the case of an emergency or the Tenant's absence, the Landlord may enter the Premises without Tenant's consent.
17. **Notice.** Any notices given under this Agreement are deemed to have been received and to be effective: 1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) immediately upon hand delivery; or 3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For Landlord:

Human Services Deputy Director
11860 Pecos St.
Westminster CO 80234
Phone: 720-523-2900
Email: humanservices@adcogov.org

Copy to:

County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116
Fax: 720-523-6114

Project Manager – Land & Assets
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720-523-6116

For Tenant:

Lisa Jansen Thompson
303.428.2929
lisa@ecpac.org

18. **Quiet Enjoyment.** Tenant may use the Premises without interference, subject to the terms of this Lease, and subject to its co-tenants' use of the Premises.
19. **Jurisdiction and Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Lease. The Parties agree that jurisdiction and venue for any disputes arising under this Lease Agreement shall be in Adams County, Colorado.
20. **Injury or Damage.** Tenant shall be solely responsible for any injury or damage caused by the act or neglect of Tenant, Tenant's employees, and Tenant's visitors. Landlord is not responsible for any injury or damage unless due to the gross negligence of Landlord.

- 21. Integration of Understanding.** This Lease contains the entire understanding of the Parties hereto and the rights and obligations contained therein may be changed, modified, or waived only by an instrument in writing signed by the Parties hereto.
- 22. Paragraph Headings.** Paragraph headings are inserted for the convenience of reference only.
- 23. Parties Interested Herein.** Nothing expressed or implied in this Lease is intended or shall be construed to confer upon or to give to any person other than the Parties any right, remedy, or claim under or by reason of this Lease. All covenants, terms, conditions, and provisions in this Lease shall be for the sole and exclusive benefit of Tenant and Landlord.
- 24. Severability.** If any provision of this Lease is determined to be unenforceable or invalid for any reason, the remainder of this Lease shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 26. Authorization.** Each party represents and warrants that it has the power and ability to enter into this Lease, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 26. Insurance:** The Tenant agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
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Workers' Compensation Insurance: Per Colorado Statutes

Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence	\$1,000,000
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This insurance requirement applies only to Tenants who are performing services under this Agreement as professionals licensed under the laws of the State of

Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

Adams County as "Additional Insured": The Tenant's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Tenant.

The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

Licensed Insurers: All insurers of the Tenant must be licensed or approved to do business in the State of Colorado. Upon failure of the Tenant to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification.

Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

Tenant shall be solely responsible for obtaining insurance for any of its personal property located on the Premises and for any loss or damage to its personal property.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be affixed hereto.

LANDLORD:
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:
JOSH ZYGIELBAUM
CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney’s Office

TENANT:

Early Childhood Partnership of Adams County

Name
Title

Date

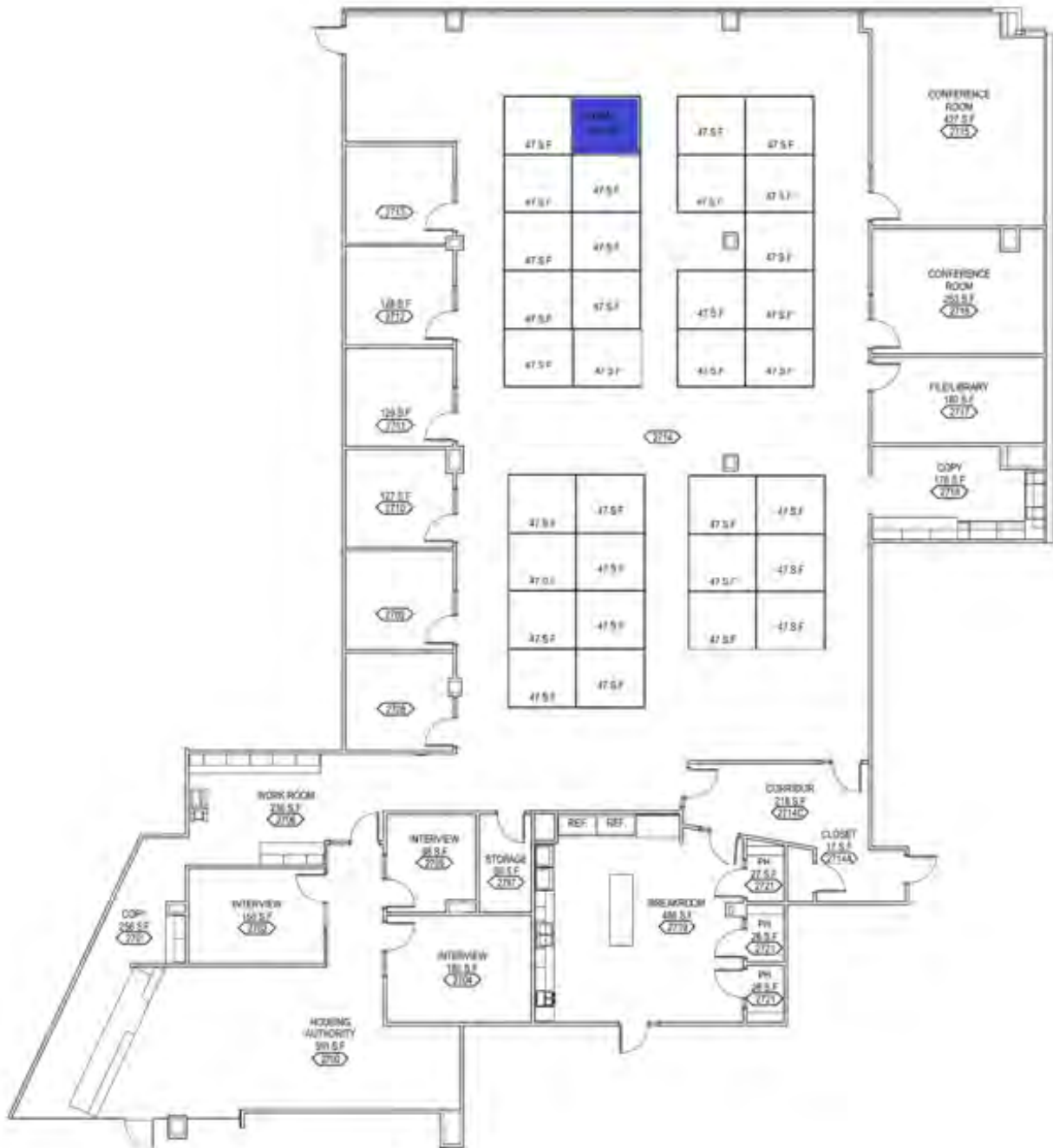
ADAMS COUNTY COMMUNITY PARTNERS

11860 PECOS STREET

WESTMINSTER, CO 80234

Suite 2700 – 8,404 S.F

EXHIBIT 1



**EXHIBIT 2 – EARLY CHILDHOOD PARTNERSHIP OF ADAMS COUNTY SERVICES
LEASE AGREEMENT FOR A PORTION OF THE PETE MIRELEZ HUMAN SERVICES
CENTER LOCATED AT 11860 PECOS STREET, WESTMINSTER, CO 80234**

Early Childhood Partnership of Adams County makes it easier for families to get parent education, community services, and tools so children are ready to succeed in school and in life. They provide support to families with parenting classes to improve child development and later school success as well as intensive care navigation to be connected to two-generation services.

Adams County Human Services Center Building Use Policies

To ensure the safety and security of employees and citizens as well as preserve the beauty and longevity of the building as a whole.



Adopted: 08-01-2017

Revision Date: _____

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1. PURPOSE

The Adams County Human Services Center (Human Services Center) is a 21st century government facility designed to welcome the community while meeting the needs of all citizens living in the county. The purpose of this Building Use Policy Manual is to ensure that the Human Services Center will provide a pleasant and comfortable environment for all occupants and that the building and the surrounding grounds are well-maintained for years to come. All occupants, whether visitor or staff member, are respectfully asked to comply with the policies outlined herein.

2. HOURS OF OPERATION

The Human Services Center general hours of operation for the public are 7:30am to 5:00pm. The business hours of individual sections or offices are posted at the main entrance of each section or office.

3. ENFORCEMENT

The Department Director and Deputy Directors are responsible for enforcing the Building Use Policies as defined in this document. Direct Managers and/or Supervisor will monitor to ensure staff is adhering to the Building Use Policies. Safety and security of the facility and staff members is imperative.

4. GENERAL RULES OF USE

4.1- Due to city ordinances and state law, the Human Services Center is a smoke-free facility. Smoking is prohibited within fifty (50) feet of all entrances. Signage stating the city ordinance and state law is posted at each entry way. Smoking is also prohibited on the third floor patio. Employees are provided a designated smoking area located in a shelter fifty (50) feet from an employee entrance. Included in this smoking restriction is e-cigarettes or any type of electronic smoking device.

4.2- Solicitation or distribution of flyers, pamphlets, signs, posters, or other literature, except for governmental notices and announcements, by organizations or vendors who promote business and/or sell goods for profit without written consent of the Adams County Board of County Commissioners is prohibited.

4.3- Pets, with the exception of service animals, are not allowed inside the Human Services Center. Service animals must be on a leash, caged or otherwise contained and in the control of the animal owner/user.

4.4- Being under the influence, use, possession or consumption of illegal drugs, controlled substances or alcoholic beverages, in or on the Human Services Center grounds, is not permitted. The consumption of alcoholic beverages may be allowed on a limited basis with prior written approval by the Board of County Commissioners.

4.5- Skateboards, scooters, rollerblades, roller skates, hover boards, or any other type of wheeled footwear is not permitted in or on the grounds of the Human Services Center. Bicycles are not allowed in the building. Bicycle storage lockers and/or bicycle racks will be available for employees in the north side of the building. Bicycle racks will be available for the public outside of the public building entrances.

4.6- Proper attire, which includes shirt and shoes, is required in the Human Services Center. Staff will adhere to employee dress codes.

4.7- Children must be accompanied by an adult and supervised at all times while in the Human Services Center. Children shall not be allowed to play in halls, elevators or restrooms. Children shall not be left unattended in the parking lot, on the grounds or in other non-reserved areas while visiting the Human Services Center.

4.8- Equal access shall be provided to all groups and individuals. No group or individual will be denied admittance to the Human Services Center because of considerations of race, gender, sexual orientation, religion, or political persuasion or because of the political, religious or social endeavors expressed by an **individual or group, or by any of the group's** members.

5. SAFETY & SECURITY

5.1- Members of the public and non-employee visitors have direct access to portions of the first, second and third floors of the building. Visitors to the Human Services Center may **also be escorted into and out of certain "staff-escorted" areas of the building while conducting business. Clients should never be allowed in other ("staff secured") areas of the building.** To gain access to other areas of the building, visitors are required to check-in at the greeter desk in the front lobby or at the receptionist desk in the Family Visitation area, who will then contact the appropriate employee. Use of spaces by visitors, clients and employees may be subjected to conformance with additional County or departmental policies. Employees are required to wear ID badges at all times.

5.2- All users of the Human Services Center are obligated to keep the building and surrounding grounds safe for tenants, other users, and the general public by ensuring hallways, stairways, exits and high traffic areas (including entrances) remain free of all obstacles; provide clear egress from the building in case of evacuation; and ensure standards are maintained for Americans with Disabilities Act (ADA) compliance.

5.3- Storage areas throughout the building must remain neat and clean at all times and chemicals, such as janitorial products, must be stored properly in designated areas as determined by Facility Operations.

5.4- To avoid slips and falls, any food, beverages or liquids spilled on the floor must be cleaned up immediately. Facility Operations shall be notified when any major spills occur. All employees are responsible for helping to keep the Human Services Center clean.

5.5 The Human Services Center is equipped with security systems, including cameras, access controls and alarms. Building security systems should not be modified or tampered with by employees. Any issues with building security systems should be reported to Department Administration or Facility Operations. All employees are responsible for maintaining building security, including, but not limited to, assuring that no unauthorized person accompanies or follows the employee into areas of the building that are secured.

6. FIRE CODES

6.1- City codes, including the City of Westminster Fire Code, apply to the Human Services Center. Any exceptions to this policy must be submitted to Risk Management for approval.

6.2- Open flames are not allowed in the facility or on the surrounding grounds. Lighted candles, candle warmers, or open flame of any kind is strictly prohibited. This is not applicable in the case of Sterno burners used for catering.

6.3- In accordance with insurance requirements and best safety practices, no personal/outside electrical appliances may be brought in and used. Requests for exceptions to this policy must be made to Risk Management. Risk Management, in consultation with Facility Operations, will determine whether or not the exception will be granted. Electrical appliances include, but are not limited to, space heaters, fans, toasters, toaster ovens, and coffee makers. Rules and requirements pertaining to each of these appliances are as follows:

- 1) Only space/portable heaters provided by Facility Operations will be allowed in the facility. All space/portable heaters brought in from the outside will be returned to their owner. If the device is not removed, the device will be removed by Facility Operation staff. The procedure to reserve a space/portable heater will be as follows:
 - a) Employees shall notify Facility Operations of any temperature discomfort issues experienced in individual office or cubicle areas. Once notified, Facility Operations will conduct an assessment of the location in question. Please note that internal offices are warmer than offices with windows.
 - b) If Facility Operations cannot provide adequate space temperatures that meet the building energy standards (listed in Appendix A), they will notify

Risk Management and the employee will be required to fill out an application for a space/portable heater.

- c) Once the application has been approved, Facility Operations will provide a pre-approved portable/space heater to the employee. Instructions for use, including compliance with the City of Westminster Fire Code, will be attached to the heater.
- d) Once the heater is in employee care it will be their responsibility to follow the City of Westminster Fire Code, which requires that:

"Space/portable heaters must be used according to manufacturers' specifications with regard to clearances to combustibles and they must be plugged directly into a permanent wall or floor mounted outlet/receptacle. No extension cords shall be used. When portable space heaters are not being used or when the employee leaves their office or cubical area they must unplug the space/portable heater."

- 2) Personal fans in good working condition are allowed in offices and cubicles. Facility Operations has specifications for allowable fans (i.e. dimensions, energy use) on file. Employees shall notify Facility Operations when bringing in a personal fan to ensure it meets the specifications on file.
- 3) No appliances will be permitted in individual offices or conference rooms of the Human Services Center. One (1) toaster and/or one (1) toaster oven and up to two (2) coffee makers will be allowed per pantry, but will be subject to safety inspection. All other appliances placed in the pantry must go through an approval process with Facility Operations and Risk Management. All non-approved devices will be returned to their owner. If the devices are not removed, they will be removed by Facility Operations staff. For special events, crock pots and Sterno burners are allowed. If in doubt, contact Facility Operations for more information.

7. INTERIOR GUIDELINES

7.1- The procedures for hanging any material on the interior of the building are as follows:

- 1) Pictures, tack boards, bulletin boards, etc. will be installed upon approval from Department Administration and upon request from Facility Operations via the work order process. Employees, other than Facility Operations employees, may not install or affix anything to building or furnishings components.
- 2) Temporary signage must be typed and approved by Department Administration or the Communications Department before posting. Once approved, temporary signage shall be placed in a sign holder or attached to a pedestal stand. Temporary signs may not be taped or affixed to any surfaces in the facility.

- 3) Decorations, including holiday decorations, are not allowed to be hung from the ceiling or building structure or furniture components.

7.2- Food stored in employee offices or cubicles must be kept in sealed containers to minimize pest and rodent issues.

7.3- Facility Operations will conduct an annual inspection to determine all areas that need to be painted. Facility Operations will budget for cost associated with painting. Human Services Center staff or other building occupants are not allowed to hire painting contractors or do any painting themselves.

7.4- The Department Directors and Deputy Directors are responsible for notifying Facility Operations, in advance if a contractor will be hired to complete any type of installation within the facility. Contractors must obtain approval from Facility Operations before any installation is performed within the Human Services Center.

7.5- All large deliveries must be accepted at the Human Services Center receiving dock. Departments and offices will be notified upon receipt of deliveries.

7.6- Live plants are permitted in the building with the expectations listed below. Plants in violation of these expectations shall be removed by Facility Operations.

- 1) Watering plants in sinks is not permitted; use tray or container under pots to keep water from running on furniture or floor.
- 2) Plants are well-maintained and insect-free.
- 3) Transplanting, repotting or working with soil is not allowed in the building.
- 4) Plants shall not be hung from the ceiling, furniture components or building structure in any way.

7.7- To conserve energy shall employees shall turn off all lights in unoccupied areas (including, but not limited to, pantries, conference rooms, and offices).

7.8- Keys for Human Services Center employees will be issued through Facility Operations after appropriate paperwork has been completed by the requesting department manager, review and endorsement by the appropriate Division Director and approved by Department Administration. All individually issued keys must be immediately returned to Facility Operations once the individual is no longer employed by the department. Facility Operations must be notified immediately if a key (or keys) are lost or stolen. The cost of re-keying all doors and other affected areas will be the responsibility of the department or office that the lost key was issued to.

7.9- Card access and photo IDs for the facility will be issued through the Facility Operations after appropriate paperwork has been completed by the requesting department manager, Division Director or member of Department Administration. All access cards and photo IDs must be returned to Facility Operations within 24 hours of **the employee's termination**.

Facility Operations shall be notified immediately if a card is lost or stolen. Safety and security of the facility and staff members is imperative.

7.10- Any employee using a microwave or toaster or other cooking or heating device within the building must remain ~~isn~~ close proximity to the appliance while it is in use. Any cooking or heating device that begins to experience a problem or pose a risk must be immediately turned off and/or unplugged, provided these actions can be accomplished by the employee without risk of further harm or injury.

8. EXTERIOR GUIDELINES

8.1- All Adams County employees assigned to work at the Human Services Center are required to park in the designated employee parking lots located to the west and southwest of the facility, unless specific alternative parking is assigned to the individual. All other lots are reserved for customer and visitor use only.

8.2- No long-term parking will be permitted in either the public or employee parking lots without notifying Facility Operations of the need to do so. Adams County is not responsible for any damage or theft of personal vehicles left overnight.

9. ENVIRONMENTAL SERVICES GUIDELINES

9.1- Environmental Services is responsible for the following:

1) On a daily basis:

- a) Thorough cleaning of all public areas;
- b) Thorough cleaning of all bathrooms;
- c) Thorough cleaning of all pantry floors, countertops, and all appliance exteriors. Department staff is responsible for cleaning the interiors of all appliances (e.g. microwaves, refrigerators, etc.);
- d) Collection of trash and recycling from centralized receptacles and disposal of waste in external dumpsters; and
- e) Sweeping and mopping of all tile floors.

2) On a weekly or as-needed basis:

- a) Vacuuming office carpeting once per week;
- b) Vacuuming common area carpeting and conference room carpeting as needed;

- c) Cleaning window areas as necessary; and
- d) Removing smudges and noticeable marks from common area walls.

9.2- Each Section or Division shall be responsible for minor cleaning as follows:

- 1) Dusting assigned individual offices and workstations;
- 2) Cleaning desktop surfaces within assigned individual offices and workstations; and
- 3) Emptying trash and recycling bins located in individual offices and workstations into centralized receptacles located strategically throughout each area.

9.3- Facility Operations will stock each pantry with standard cleaning supplies, such as dish soap, dishwasher soap, sponges, and paper towels. Departments shall not buy or store cleaning products not supplied by Facility Operations.

10. BUSINESS AND TRAINING CENTER USE

10.1 The meeting rooms in the business and training center are arranged so that they can accommodate many activities at the same time. Proper scheduling and cancellation is essential to maintain order and control. All scheduling and cancellation requests shall be made as far in advance as possible. **Scheduling will be managed through the Director's Office staff.**

Individual conference room information is as follows:

Room #	Room Name	Description
1101	Peach Training Room	computer lab for staff training
1106	Cherry-A Conference Room	Rooms 1106 & 1107 can be combined
1107	Cherry-B Conference Room	
1108	Cherry-C Conference Room	Rooms 1106 & 1107 can be combined has embedded kid's room
1115	Apple-D Conference Room	\
1116	Apple-C Conference Room	
1117	Apple-B Conference Room	
1118	Apple-A Conference Room	/
1122	Plum-A Meeting Room	
1125	Plum-B Classroom	These rooms can be combined in various ways
1126	Plum-C Classroom	
1305A	Nectarine Meeting Room	
		This room is in staff-secured space

10.2- The following procedures must be followed by Adams County staff upon reservation of rooms within the Business and Training Center:

- 1) Meetings and activities should begin and end on time. Sufficient time shall be given for set up and clean up within the scheduled time for the reservation so that back to back events may be scheduled.

- 2) Preparation, set-up and clean up are the responsibility of the person or program unit reserving the room.
- 3) Set up of chairs, tables, etc. will be the responsibility of the person or program unit reserving the room. If the room had been previously set up and the person or program unit reserving the room re-arranges the rooms for the purposes of their **function, it will be their responsibility to return the room's set-up** to its original configuration.
- 4) Shut down all audio-visual equipment when meeting is concluded.

10.3- After-hours use of the Business and Training Center is allowed for county business or county-related business with prior approval only. After-hours use of the Business and Training Center, by the general public, is not allowed.

Appendix A

Building Energy Standards

The building will be maintained at a temperature range between 70-75 degrees Fahrenheit at the thermostat location that controls the heating and cooling of the specific area. This temperature range has been set to ensure the comfort of building occupants while ensuring the building is as energy efficient as possible. Energy efficient buildings allow the county to save money, conserve natural resources, and protect our energy security.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Major Subdivision, Final Plat for Quantum 56, Filing No. 1
FROM: Jenni Hall, Community and Economic Development Director
AGENCY/DEPARTMENT: Community & Economic Development Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the Quantum 56, Filing No. 1 final plat with 7 findings-of-fact, 1 condition precedent, 4 conditions, and 2 notes.

BACKGROUND:

EFG Denver, on behalf of Quantum 56 Phase 1, LLC, is requesting a major subdivision final plat for the proposed Quantum 56, Filing 1 subdivision. The final plat consists of six industrial lots, six tracts, which includes the private streets to serve the proposed subdivision. The applications are submitted with the intention of redeveloping the site into an industrial business park or logistics center.

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. The proposed request conforms to all requirements outlined in the Development Standards and Regulations (see attached staff report). The proposed lots conform to the minimum lot size required for development in the Industrial-2 (I-2) zone district, as well as all associated public improvements.

Per Section 5-02-05 of the County's Development Standards and Regulations, a Subdivision Improvements Agreement (SIA) is required with approval of a final plat. The required improvements include construction of infrastructure, such as drainage and traffic improvements to serve development. Staff has reviewed the SIA and determined the proposed agreement complies with the County's Development Standards and Regulations (See Exhibit 3.3).

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Public Works

ATTACHED DOCUMENTS:

- BOCC staff report and packet
- Resolution approving application in case PLT2021-00045

FISCAL IMPACT:

Please check if there is no fiscal impact ☒. If there is fiscal impact, please fully complete the section below.

Fund:**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

Additional Note:

**RESOLUTION APPROVING APPLICATION IN CASE #PLT2021-00045 QUANTUM 56,
FILING NO. 1 FINAL PLAT**

WHEREAS, this case involved a Request for Final Plat to create 6 lots and 6 tracts.

LOCATION: 465 W 56th Avenue (Parcel #s 0182510300003, 0182510300004)

LEGAL DESCRIPTION:

PARCEL ONE:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE W ½ OF THE SW ¼ OF SECTION 10, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION, 50 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION;

THENCE NORTH 0°5' EAST A DISTANCE OF 500 FEET;

THENCE EAST AT AN ANGLE OF 90° A DISTANCE OF 20 FEET;

THENCE N 0°5' EAST A DISTANCE OF 105.5 FEET;

THENCE NORTHEAST ON A CURVE TO THE EAST WITH A RADIUS OF 2252 FEET A DISTANCE OF 2315.15 FEET;

THENCE NORTH 59° EAST 27.4 FEET TO A POINT 1186.27 FEET EAST OF THE WEST LINE OF SAID SECTION ON A BOUNDARY LINE LOCATED 100 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SOUTHWEST QUARTER;

THENCE EAST ALONG SAID BOUNDARY LINE TO THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER;

THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SECTION;

THENCE WEST ALONG SAID SOUTH LINE 1270 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING,

EXCEPT ANY PORTION THEREOF LYING WITHIN THE PLAT OF LAYTON TRUCK EQUIPMENT SUBDIVISION, RECORDED FEBRUARY 8, 2008 AT RECEPTION NO. 2008000010084,

AND EXCEPT THAT PORTION CONVEYED TO THE REGIONAL TRANSPORTATION DISTRICT IN QUIT CLAIM DEED RECORDED DECEMBER 27, 2011 AT RECEPTION NO. 20111000085351,

AND EXCEPT THE NORTH 30' OF THE 60' RIGHT OF WAY FOR WEST 56TH AVENUE
CONVEYED PER ADAMS COUNTY ROAD PETITION 502 COMMISSIONERS' ROAD BOOK
1, PAGE 362 ON JULY 15, 1904,

COUNTY OF ADAMS,

STATE OF COLORADO.

FOR INFORMATIONAL PURPOSES: 465 W 56TH AVE / APN: R0177340

PARCEL TWO:

A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 9 AND THE S $\frac{1}{2}$ NW $\frac{1}{4}$
SW $\frac{1}{4}$ AND THE SW $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 10, ALL IN TOWNSHIP 3 SOUTH, RANGE 68
WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE
PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY
CORNER OF SAID PARCEL, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 10
BEARS SOUTH 45°47' WEST, 69.80 FEET;

THENCE NORTH 0°05' EAST, 451.22 FEET;

THENCE SOUTH 89°55' EAST A DISTANCE OF 20 FEET;

THENCE NORTH 0°05' EAST A DISTANCE OF 105.50 FEET TO A POINT OF CURVE;

THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 2,252 FEET, AN ARC
DISTANCE OF 1,430.06 FEET;

THENCE WEST 30.22 FEET TO A POINT OF NON-TANGENT CURVE ON THE
SOUTHEASTERLY BOUNDARY LINE OF A STRIP OF GROUND CONVEYED TO THE
DENVER AND SALT LAKE RAILROAD COMPANY BY DEED RECORDED IN BOOK 146 AT
PAGE 415, ADAMS COUNTY, RECORDS;

THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF
2,526.60 FEET AND A CENTRAL ANGLE OF 5°07'51" AN ARC DISTANCE OF 226.25 FEET
(THE CHORD OF WHICH BEARS SOUTH 35°18'55" WEST A DISTANCE OF 226.18 FEET)
TO A POINT OF TANGENT; THENCE SOUTH 32°45' WEST ALONG SAID
SOUTHEASTERLY BOUNDARY LINE A DISTANCE OF 961.00 FEET TO A 6" SQUARE
WOOD FENCE POST;

THENCE SOUTH 24°58'35" EAST ALONG A LINE WHICH IS MARKED BY A 6' CHAIN
LINK FENCE WITH A THREE-STRAND BARBED WIRE BARRIER ATOP A 4" SQUARE
WOOD FENCE POSTS, A DISTANCE OF 473.29 FEET TO A 6" SQUARE WOOD FENCE
POST;

THENCE NORTH 89°37'16" WEST ALONG A LINE WHICH IS MARKED BY A 6' CHAIN LINK FENCE WITH A THREE-STRAND BARBED WIRE BARRIER ATOP A 4" SQUARE WOOD FENCE POSTS, A DISTANCE OF 198.42 FEET TO A 6" SQUARE WOOD FENCE POST;

THENCE SOUTH 24°46'59" EAST ALONG A LINE WHICH IS MARKED BY A 6' CHAIN LINK FENCE WITH A CANTILEVERED FOUR-STRAND BARBED WIRE BARRIER ATOP AND 7" DIAMETER WOOD FENCE POSTS, A DISTANCE OF 518.73 FEET TO THE POINT OF BEGINNING,

EXCEPT THAT PORTION CONVEYED TO THE REGIONAL TRANSPORTATION DISTRICT IN QUIT CLAIM DEED RECORDED DECEMBER 27, 2011 AT RECEPTION NO. 20111000085351,

COUNTY OF ADAMS,

STATE OF COLORADO

THE SAME PROPERTY ALSO BEING DESCRIBED AS FOLLOWS BASED ON THE ALTA/NSPS LAND TITLE SURVEY PREPARED BY WARE MALCOMB CIVIL ENGINEERING & SURVEYING DATED MAY 25, 2021.

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 10 AND 15 AND CONSIDERING THE CENTER SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 10 TO BEAR NORTH 00°10'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°10'45" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 490.00 FEET TO THE NORTH LINE OF LOT 1, LAYTON TRUCK EQUIPMENT SUBDIVISION RECORDED AT RECEPTION NUMBER 2008000010084 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID LOT 1 THE FOLLOWING FOUR COURSES:

1. SOUTH 89°51'58" WEST, A DISTANCE OF 346.60 FEET;
2. SOUTH 19°34'42" EAST, A DISTANCE OF 365.87 FEET;

3. NORTH 89°51'58" EAST, A DISTANCE OF 195.08 FEET;
4. SOUTH 00°10'45" EAST, A DISTANCE OF 115.00 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 56TH AVENUE AS RECORDED IN ADAMS COUNTY ROAD PETITION 502;

THENCE SOUTH 89°51'58" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,235.04 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE REGIONAL TRANSPORTATION DISTRICT DESCRIBED AT RECEPTION NUMBER 2011000085351 IN SAID RECORDS AND A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 0°25'49", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 13.01 FEET, AND A CHORD THAT BEARS NORTH 14°26'26" WEST, A DISTANCE OF 13.01 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°02'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 6.12 FEET;

THENCE NORTH 25°20'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 7.70 FEET TO A NON-TANGENT CURVE TO THE LEFT;

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THENCE SOUTH 89°54'33" EAST ALONG SAID PARCEL, A DISTANCE OF 183.99 FEET;

THENCE NORTH 24°55'49" WEST ALONG SAID PARCEL, A DISTANCE OF 475.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD RECORDED IN PAGE 415 OF BOOK 146 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SIX COURSES:

1. NORTH 32°34'04" EAST, A DISTANCE OF 959.95 FEET TO A TANGENT CURVE TO THE RIGHT;
2. ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 4°38'06", A RADIUS OF 2796.60 FEET, AN ARC LENGTH OF 226.24 FEET, AND A CHORD THAT BEARS NORTH 35°08'00" EAST, A DISTANCE OF 226.17 FEET TO A POINT OF NON-TANGENCY;
3. NORTH 89°49'04" EAST, A DISTANCE OF 33.75 FEET TO A NON-TANGENT CURVE TO THE RIGHT;

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5. THENCE NORTH 58°52'25" EAST, A DISTANCE OF 28.56 FEET;
6. THENCE NORTH 89°28'31" EAST, A DISTANCE OF 128.35 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 00°11'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 1224.02 FEET TO THE CENTER SOUTHWEST SIXTEENTH CORNER OF SECTION 10;

THENCE SOUTH 00°10'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 833.89 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A SURVEYED AREA OF 2,626,447 SQUARE FEET OR 60.295 ACRES, MORE OR LESS

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 29th day of March, 2022; and

WHEREAS, substantial testimony was presented by members of the public and the applicant.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing, the application in this case is hereby APPROVED based upon the following findings-of-fact and subject to the fulfillment of the following conditions by the applicant:

Findings-of-Fact

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Condition Precedent:

1. Prior to the issuance of any permit for the site, the construction of public improvements shall receive preliminary acceptance from the Public Works Department, as specified in the Subdivision Improvements Agreement.

Conditions:

1. Should a new Corrective Action Plan and/or Environmental Covenant be approved by the Colorado Department of Public Health and Environment, the applicant shall submit those documents to the Adams County Community and Economic Development Department for review.
2. Per the existing Corrective Action Plan and Environmental Covenant, the subject property is a zero-discharge facility and as such is required to retain and infiltrate on-site stormwater within the existing basin located up-gradient of the groundwater treatment zone.
3. The private roadways shall not have restricted access or gates unless approved by the Director of Community and Economic Development.
4. The private roadways will be designed and constructed in accordance with the standards of the Adams County Fire & Rescue Protection District and as approved by Adams County.

Notes to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The applicant is required to obtain a separate grading permit prior to importing any amount of inert fill material onto the subject property, which includes demonstrating the fill material meets the definition of inert fill material.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

**CASE NO.: PLT2021-00045
CASE NAME: QUANTUM 56, FILING NO. 1**

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- 3.2 Applicant Final Plat
- 3.3 Applicant Subdivision Improvements Agreement

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- 4.02 Adams County Fire Protection District
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- 4.05 Colorado Division of Water Resources
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- 4.07 Lumen
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**COMMUNITY AND ECONOMIC
DEVELOPMENT DEPARTMENT**

STAFF REPORT

Board of County Commissioners

March 29, 2022

CASE No.: PLT2021-00045	CASE NAME: Quantum 56, Filing No. 1
Owner's Name:	Quantum 56 Phase 1, LLC
Applicant's Name:	Sarah Lavery, EFG Denver.
Applicant's Address:	1035 Osage St., Ste. 824, Denver, CO 80204
Location of Requests:	465 W. 56 th Avenue
Nature of Requests:	1) Major Subdivision Final Plat for 6 lots and 6 tracts; 2) Subdivision Improvements Agreement (SIA)
Zone District:	Industrial-2 (I-2)
Site Size:	60.3 acres
Proposed Uses:	Industrial
Existing Use:	Vacant
Hearing Date(s):	BoCC: March 29, 2022 / 9:30 a.m.
Report Date:	March 8, 2022
Case Manager:	Greg Barnes
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact, 1 Condition Precedent, 4 Conditions, and 2 Notes

SUMMARY OF PREVIOUS APPLICATIONS

On December 7, 2021, the Board of County Commissioners approved a major subdivision preliminary plat for Quantum 56, Filing No. 1 to create six lots and six tracts on 60.3 acres. On the same date, the Board of County Commissioners approved a rezoning on a portion of the overall site to Industrial-2 (I-2), resulting in an I-2 zone district encompassing the entire site.

SUMMARY OF APPLICATION

Background:

EFG Denver, on behalf of Quantum 56 Phase 1, LLC, is requesting a major subdivision final plat for the proposed Quantum 56, Filing 1 subdivision. The final plat consists of six industrial lots, six tracts, which includes the private streets to serve the proposed subdivision. The applications

are submitted with the intention of redeveloping the site into an industrial business park or logistics center.

Site Characteristics:

The subject site is located approximately 2,300 feet to the northwest of the intersection of Broadway Street and West 56th Avenue and is currently undeveloped. West 56th Avenue, abutting the site to the south, provides direct access to the development, and will serve as the main entrance for the proposed subdivision.

The existing properties are known to be the former Koppers site, which once operated as a creosote-based wood treatment facility. These operations ceased in 2020 and decommissioning was recently completed. At the current time, the site is vacant. The subject property is covered by an Environmental Covenant that runs with the land in perpetuity or until such time that the Colorado Department Public Health and Environment modifies or terminates the covenant. The proposed final plat references the covenant restrictions. The existing covenant includes the prohibition of residential, agricultural, or public land uses.

Development Standards and Regulations Requirements

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On December 7, 2021, the Board of County Commissioners approved a preliminary plat on the subject property. The subject request conforms to the corresponding section of the approved preliminary plat.

The proposed plat conforms to the criteria for approval for a major subdivision final plat as outlined in Section 2-02-19-04-05 of the County's Development Standards. These standards include conformance to the County's Comprehensive Plan, the subdivision design standards, evidence of adequate water and sewer supply, adequate drainage improvements, adequate public infrastructure, and compatibility with the surrounding area. Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access. The property is located within the I-2 zone district which has a minimum two-acre lot size and a minimum lot width requirement of 125 feet. All lots conform to the minimum dimensional requirements for the I-2 zone district. In addition, all the proposed lots will have access through private roadways. A waiver from subdivision design standards to allow lots served by private roadways was approved with the preliminary plat.

The applicant has also provided evidence of adequate water and sewer to service the property. The application documents included a letter from the North Pecos Water & Sanitation District stating that adequate water supply is available to support the proposed development. Additionally, the subdivision may also be served by the District for sewage disposal. The Colorado Division of Water Resources reviewed the project and confirmed the availability of adequate water supply to support the development.

Per Section 5-02-05 of the County's Development Standards and Regulations, a subdivision improvement agreement (SIA) is required with a final plat. The SIA allows for construction of infrastructure to mitigate the development's impacts. The infrastructure includes the privately-

owned W. 56th Avenue Water Quality Ponds, roadway improvements to West 56th Avenue, and potentially a traffic signal at the intersection of W. 56th Avenue & Broadway Street. The County and the Developer acknowledge that existing County right of way at 56th and Broadway is not sufficient for construction of the proposed traffic signal and will require land to be purchased or an easement granted from a third party prior to construction. The cost of such purchase or easement shall be borne by the Developer. Failure to obtain the required land or easement shall not be considered a default under this SIA and, in the event one or the other has not been obtained on or before December 31, 2022, the Developer shall submit an alternate plan for traffic control at 56th and Broadway for the County's review and approval. The applicant will be expected to comply with the terms of this agreement prior to the issuance of building permits.

Future Land Use Designation/Comprehensive Plan:

The future land use designation on the property is Industrial. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Industrial future land use designation is to provide for a wide range of employment uses, including manufacturing. The request to create large lots with larger building envelopes will encourage this type of development in the area. In addition, the creation of a subdivision will enhance the overall infrastructure in the area, which will better serve the long-term goals of the County's Comprehensive Plan. The proposed use of the property as a business park or heavy logistics center on a 60-acre redevelopment site is consistent with the future land use designation.

Surrounding Zoning Designations and Existing Use Activity:

Northwest I-3 Railroad	North I-3 Railroad	Northeast I-2 Warehousing/Logistics
West I-3 Heavy Manufacturing & Processing	Subject Properties I-2, I-3 Vacant	East I-2 Warehousing/Logistics
Southwest I-3 Outdoor Storage	South I-2 Industrial	Southeast I-3 Warehousing/Logistics

Compatibility with the Surrounding Area:

The surrounding properties are all utilized in a manner which is consistent with I-2 zoning and development. These properties are developed with a mix of industrial uses which includes warehousing and logistics on the eastern border of the site. The proposed redevelopment of the site would be very compatible to the surrounding area.

Per Section 8-02-02 of the County's Development Standards and Regulations, a traffic impact study is required with these applications. The traffic impact study recommended improvements to West 56th Avenue, which is included within the SIA. This will ensure that the development has the necessary infrastructure to serve it without negatively impacting the surrounding land uses.

These applications are compatible with the overall area and are not detrimental to public health and safety. Approval of these requests will be consistent with the character of development activities in the area.

Staff Recommendations:

Based upon the application, the criteria for approval of a final plat, and recent site visit, staff recommends approval of this request with 7 findings-of-fact, 1 condition precedent, 4 conditions, and 2 notes.

Recommended Findings-of-Fact

1. The final plat is consistent and conforms to the approved preliminary plat.
2. The final plat is in conformance with the subdivision design standards.
3. The applicant has provided evidence that a sufficient water supply has been acquired in terms of quantity, quality, and dependability for the type of subdivision proposed, as determined in accordance with the standards set forth in the water supply standards.
4. The applicant has provided evidence that a public sewage disposal system has been established and, if other methods of sewage disposal are proposed, adequate evidence indicating that the system complies with state and local laws and regulations.
5. The applicant has provided evidence to show all areas of the proposed subdivision, which may involve soil or topographical conditions presenting hazards or requiring special precautions, have been identified by the applicant and the proposed uses of these areas are compatible with such conditions.
6. The proposed or constructed drainage improvements are adequate and comply with these standards and regulations.
7. Adequate public facilities or infrastructure, or cash-in-lieu, for impacts reasonably related to the proposed subdivision have been constructed or financially guaranteed through cash-in-lieu or a subdivision improvements agreement so the proposed subdivision will not negatively impact the levels of service of the County.

Recommended Condition Precedent:

1. Prior to the issuance of any permit for the site, the construction of public improvements shall receive preliminary acceptance from the Public Works Department, as specified in the Subdivision Improvements Agreement.

Recommended Conditions:

1. Should a new Corrective Action Plan and/or Environmental Covenant be approved by the Colorado Department of Public Health and Environment, the applicant shall submit those documents to the Adams County Community and Economic Development Department for review.
2. Per the existing Corrective Action Plan and Environmental Covenant, the subject property is a zero-discharge facility and as such is required to retain and infiltrate on-site stormwater within the existing basin located up-gradient of the groundwater treatment zone.
3. The private roadways shall not have restricted access or gates unless approved by the Director of Community and Economic Development.

4. The private roadways will be designed and constructed in accordance with the standards of the Adams County Fire & Rescue Protection District and as approved by Adams County.

Recommended Notes to the Applicant:

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.
2. The applicant is required to obtain a separate grading permit prior to importing any amount of inert fill material onto the subject property, which includes demonstrating the fill material meets the definition of inert fill material.

CITIZEN COMMENTS

Notifications Sent	Comments Received
114	1

All property owners and occupants within 1,000 feet of the subject property were notified of the request. As of writing this report, staff has received one comment. BNSF Railroad provided concerns related to how this approval could impact their facilities. The applicant provided a response letter to BNSF, and no further comments were received by the County.

COUNTY AGENCY COMMENTS

Staff reviewed the request and had no outstanding concerns with the proposed applications.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

None

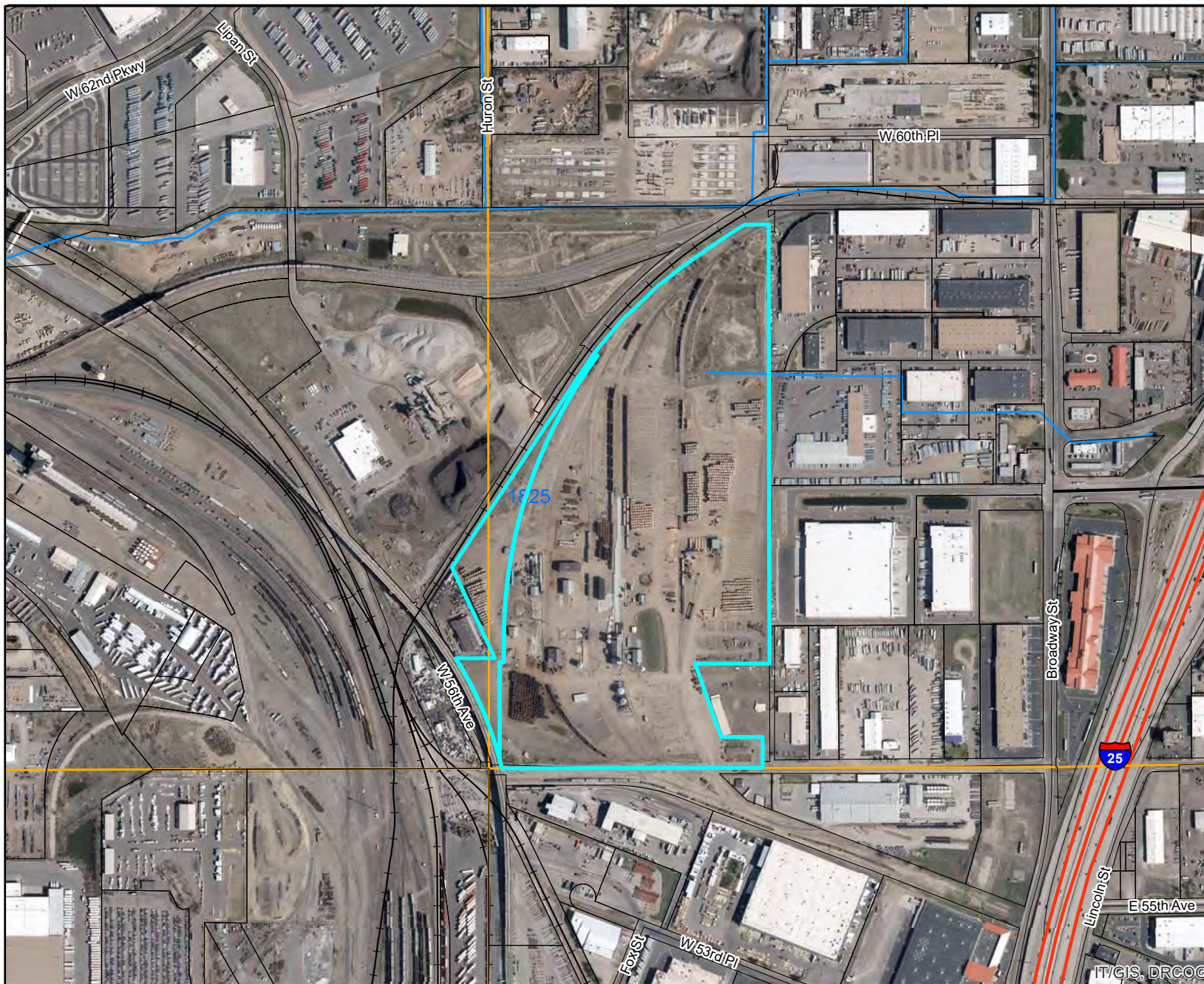
Responding without Concerns:

Adams County Fire Protection District
 Adams County Sheriff
 Colorado Department of Transportation
 CDNR-Division of Water Resources
 Denver Water
 Lumen
 Metro Water Recovery
 North Pecos Water & Sanitation District
 Public Service Company of Colorado DBA Xcel Energy
 RTD

Notified but not Responding / Considered a Favorable Response:

Berkeley Sanitation District
 CDNR-Division of Mining & Reclamation Safety
 CDNR-Division of Wildlife
 Colorado Geological Survey
 Comcast
 Crestview Water & Sanitation District

Fisher Ditch Company
Mapleton School District #1
North Lincoln Water & Sanitations District
North Washington Water & Sanitation District
Pecos Logistics Park Metro District
Tri-County Health Department
Union Pacific Railroad
U.S. Environmental Protection Agency
U.S. Post Office
Welby Citizen Group
Westminster School District #50



Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Quantum 56

PLT2021-00045

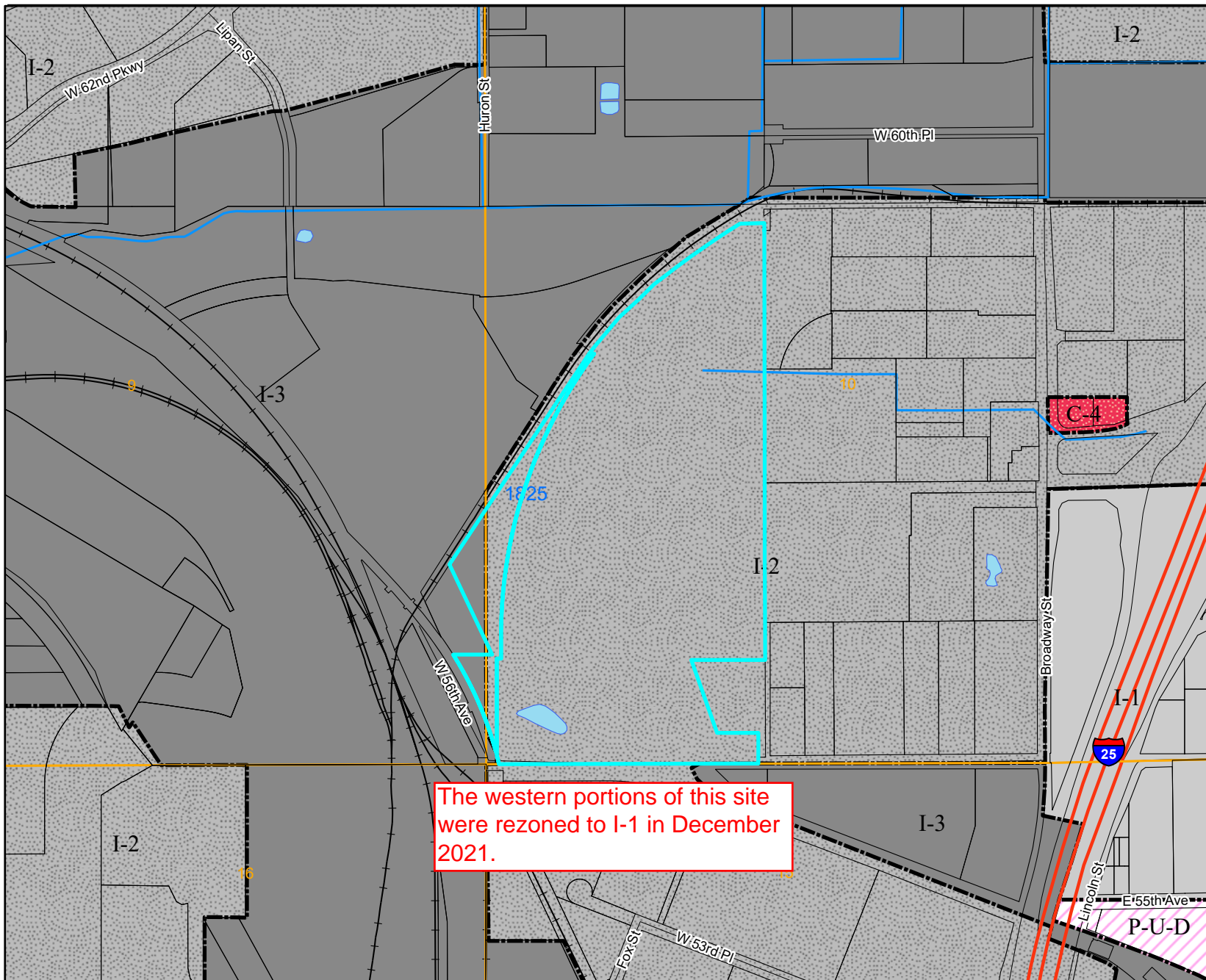


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AD.

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Legend

- Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

Quantum 56

PLT2021-00045

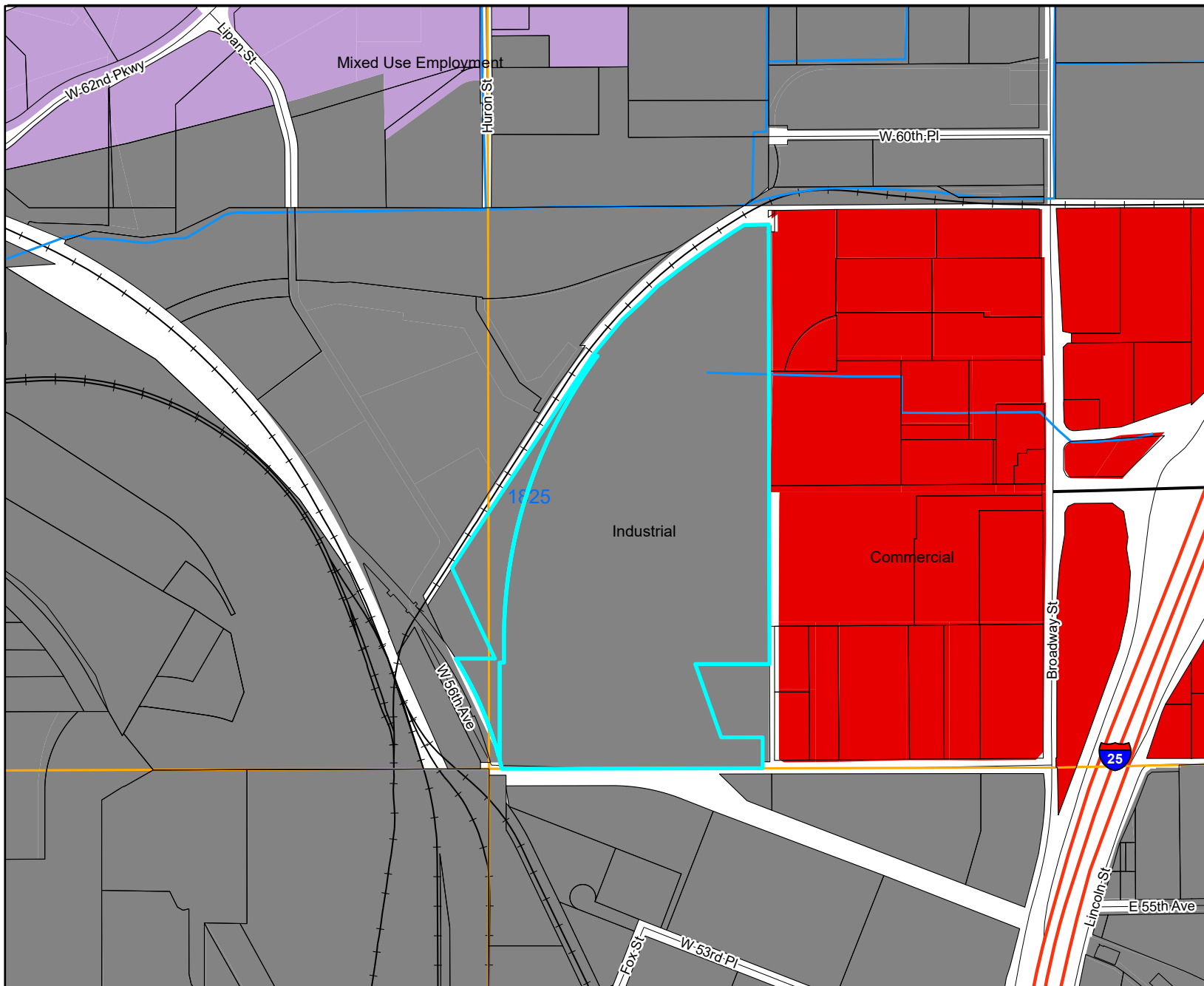


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Quantum 56

PLT2021-00045



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responsibility for its accuracy

Subdivision Application
Quantum 56 (FKA Koppers Site)
465 W 56th Ave
Parcels 0182510300004, 0182510300003

The Koppers site operated as a creosote-based wood treatment facility (railroad ties and utility poles) dating back to the early 1920's. These operations ceased in 2020 and decommissioning was recently completed. To enable the redevelopment of the site into a commercial industrial business park of roughly 862,000 sf, applicant is concurrently processing and seeking approval of a subdivision plat and rezoning. The subdivision seeks to create six (6) lots to accommodate building development, as well as three (3) tracts for stormwater ponds, one (1) tract for public roads, one (1) tract for an open space amenity area, and two (2) tracts for Directors' parcels for a proposed Metropolitan. All lots and tracts will be privately owned, but should a Metropolitan District be formed, the stormwater, public road, and amenity area tracts would be transferred to a Metropolitan District to be owned and maintained.

Applicant believes the subdivision plat is warranted for the following reasons:

- The plat is consistent with the Adams County Comprehensive Plan and in conformance with the Adams County Development Standards, including subdivision design standards. The Future Land Use plan envisions Industrial uses on this property and to the north, west and south, and commercial uses to the east. The subdivision plat allows this property to develop as a commercial industrial business park, which is consistent with the Comp Plan and an ideal transition from commercial to industrial.
- The project is within the North Pecos Water and Sanitation Department, which has provided Will Serve letters for water and sewer.
- The plat provides for adequate drainage infrastructure that complies with Adams County Standards and Regulations and there are three separate tracts within this plat for stormwater ponds.
- The proposed subdivision will facilitate redevelopment into a commercial industrial business park that:
 - o Promotes economic development and job creation within the County;
 - o Is compatible with the historical site grading and soil conditions and redevelopment will be more protective of human health and the environment than the current use;
 - o Incorporates natural physical features and incorporates an open space tract for park employees;
 - o Provides access to all proposed lots off a public road (56th Avenue) via a central "T" shaped tract (to be owned and maintained by a proposed Metropolitan District) and additional private easements between lot owners (recorded by separate instrument) to ensure enhance circulation;
 - o Fosters implementation of County plans;
 - o Furthers the cost-effective delivery of services to the rest of the County; and
 - o Continues the historic industrial use, which is consistent with all properties surrounding the subdivision.
- The overall density of the planned development within the proposed subdivision conforms to the existing and proposed zone district density allowance.
- Finally, the proposed subdivision is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the

QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

PURPOSE STATEMENT:

THIS **QUANTUM 56 FILING NO. 1 - FINAL PLAT** IS INTENDED TO SUBDIVIDE 60.295 ACRES INTO 6 COMMERCIAL LOTS, AND 6 TRACTS

LEGAL DESCRIPTION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND

A PARCEL OF LAND BEING A PART OF THAT PROPERTY DESCRIBED IN BOOK 3527 PAGE 306 OF THE RECORDS OF ADAMS COUNTY CLERK AND RECORDER, LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS;

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- 3) NORTH 89°51'58" EAST, A DISTANCE OF 195.08 FEET;
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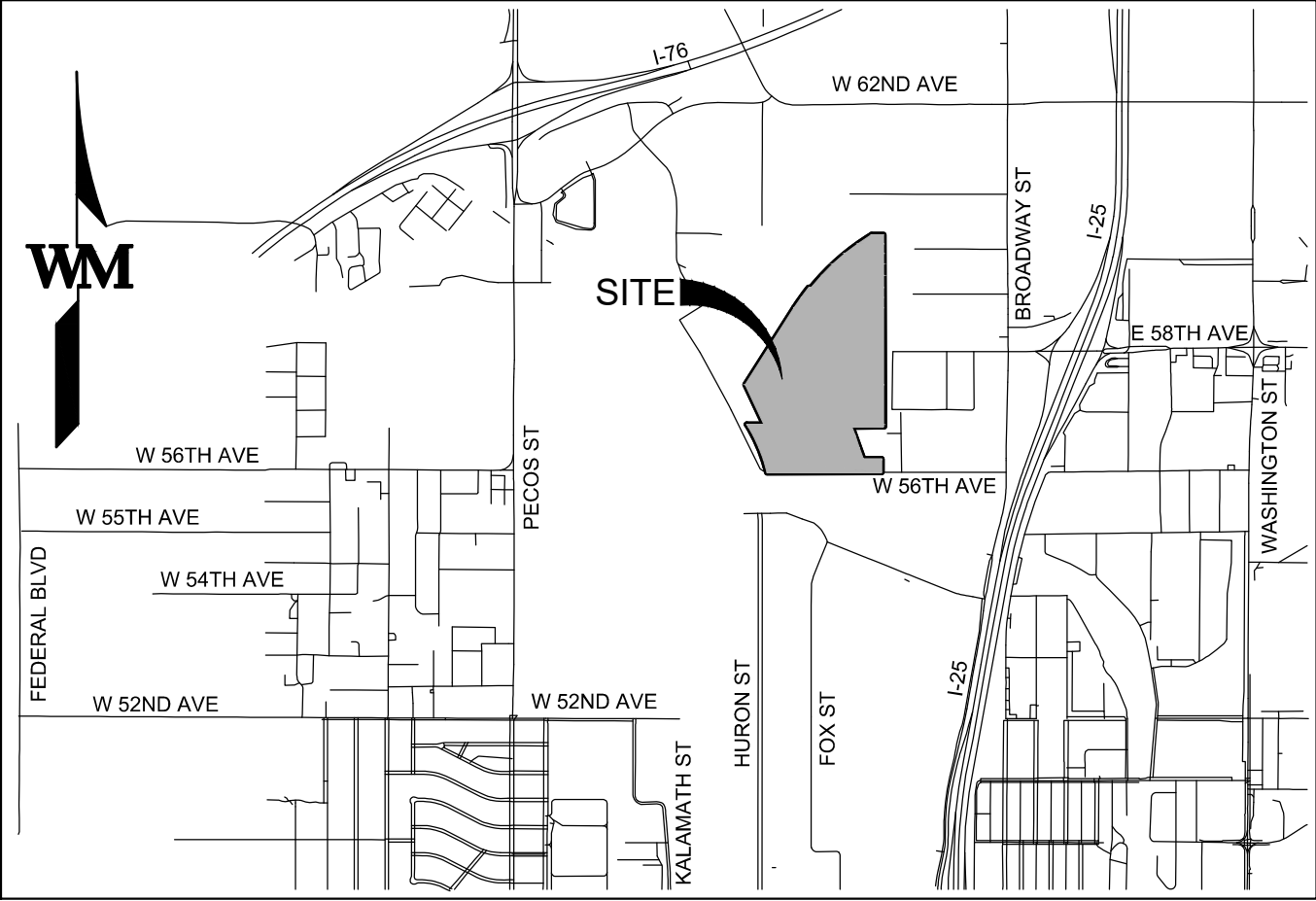
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- 4) ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°30'18", A RADIUS OF 2252.00 FEET, AN ARC LENGTH OF 884.55 FEET, AND A CHORD THAT BEARS NORTH 47°37'16" EAST, A DISTANCE OF 878.88 FEET;
- 5) THENCE NORTH 58°52'25" EAST, A DISTANCE OF 28.56 FEET;
- 6) THENCE NORTH 89°28'31" EAST, A DISTANCE OF 128.35 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 00°11'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 1224.02 FEET TO THE CENTER SOUTHWEST SIXTEENTH CORNER OF SECTION 10;
THENCE SOUTH 00°10'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 833.89 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS A SURVEYED AREA OF 2,626,447 SQUARE FEET OR 60.295 ACRES, MORE OR LESS



VICINITY MAP
SCALE 1" = 2000'

DEDICATION STATEMENT:

THE UNDERSIGNED OWNERS HAS BY THESE PRESENTS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, TRACTS, AND EASEMENTS AS SHOWN ON THIS PLAT UNDER THE NAME **QUANTUM 56 FILING NO. 1 - FINAL PLAT**. THE UNDERSIGNED DOES HEREBY GRANT AND CONVEY TO ADAMS COUNTY THOSE PUBLIC EASEMENTS AS SHOWN ON THE PLAT; AND FURTHER RESTRICTS THE USE OF ALL PUBLIC EASEMENTS TO ADAMS COUNTY AND / OR ITS ASSIGNS, PROVIDED HOWEVER, THAT THE SOLE RIGHT AND AUTHORITY TO RELEASE OR QUITCLAIM ALL OR ANY SUCH EASEMENTS SHALL REMAIN EXCLUSIVELY VESTED IN ADAMS COUNTY.

OWNER:

QUANTUM 56 PHASE I LLC

BY: _____ AS: SENIOR MANAGING DIRECTOR
PALMER LETZERICH

ACKNOWLEDGEMENT:

STATE OF COLORADO)
COUNTY OF _____)SS

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE

THIS _____ DAY OF _____, 20 _____

BY: PALMER LETZERICH AS: SENIOR MANAGING DIRECTOR OF QUANTUM 56 PHASE I LLC

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY ADDRESS IS: _____

STORM WATER MAINTENANCE MANUAL:

THE APPROVED STORM WATER MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDER OFFICE AT RECEPTION NO. _____.

STORM DRAINAGE FACILITIES STATEMENT:

THE POLICY OF THE COUNTY REQUIRES THAT MAINTENANCE ACCESS SHALL BE PROVIDED TO ALL STORM DRAINAGE FACILITIES TO ASSURE CONTINUOUS OPERATIONAL CAPABILITY OF THE SYSTEM. THE PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING INLETS, PIPES, CULVERTS, CHANNELS, DITCHES, HYDRAULIC STRUCTURES, AND DETENTION BASINS LOCATED ON THEIR LAND UNLESS MODIFIED BY THE SUBDIVISION DEVELOPMENT AGREEMENT. SHOULD THE OWNER FAIL TO MAINTAIN SAID FACILITIES, THE COUNTY SHALL HAVE THE RIGHT TO ENTER SAID LAND FOR THE SOLE PURPOSE OF OPERATIONS AND MAINTENANCE. ALL SUCH MAINTENANCE COST WILL BE ASSESSED TO THE PROPERTY OWNERS.

SURVEYOR'S CERTIFICATE:

I, JUSTIN C. SCHEITLER, A DULY LICENSED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THERE NO ROADS, PIPELINES, IRRIGATION DITCHES, OR OTHER EASEMENTS IN EVIDENCE OR KNOWN BY ME TO EXIST ON OR ACROSS THE HEREIN BEFORE DESCRIBED PROPERTY EXCEPT AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY WAS PREPARED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL MONUMENTS EXIST AS SHOWN HEREIN. I FURTHER CERTIFY THAT THIS PLAT IS BASED ON MY KNOWLEDGE INFORMATION AND BELIEF, IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

JUSTIN C. SCHEITLER
COLORADO P.L.S. NO. 38430
FOR & ON BEHALF OF:
WARE MALCOMB
900 SOUTH BROADWAY, SUITE 320
DENVER, CO 80209
303.561.3333

ADAMS COUNTY ATTORNEY OFFICE:

APPROVED AS TO FORM

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS ____
DAY OF _____, 20 ____.

CHAIR

CERTIFICATE OF CLERK AND RECORDER:

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT _____:_____.M. ON THE _____ DAY OF _____, A.D., 20 _____.

COUNTY CLERK AND RECORDER

BY: _____
DEPUTY

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900 south broadway suite 320 denver, co 80209 p. 303.561.3333 waremalcomb.com	WARE MALCOMB CIVIL ENGINEERING & SURVEYING	NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO.	DCS20-4073		SHEET 1 Sheet 1 of 5
		1	01/25/2022	COUNTY COMMENTS				PA/PM:	TS		
								DRAWN:	AJ		
								DATE:	12/08/2021		
								SCALE:	NA		

QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

TRACT SUMMARY TABLE

TRACT	USE	AREA (SF)	AREA (AC)	MAINTENANCE	OWNER
A	DRAINAGE	195,183	4.481	OWNER	OWNER
B	DRAINAGE	191,613	4.399	OWNER	OWNER
C	ACCESS, UTILITY, DRAINAGE	118,963	2.731	OWNER	OWNER
D	OPEN SPACE / ACCESS	69,050	1.585	OWNER	OWNER
E	DRAINAGE	23,475	0.539	OWNER	OWNER
F	FUTURE DIRECTOR PARCEL	100	0.002	OWNER	OWNER
TOTAL		598,384	13.737		

NOTES:

1. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

2. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

3. BASIS OF BEARINGS: BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, WITH AN ASSUMED BEARING OF NORTH 00°10'45" WEST WITH ALL BEARINGS SHOWN HEREON RELATIVE THERETO, AND IS MONUMENTED AS SHOWN HEREON.

4. BASED ON A REVIEW OF FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 08001C0611H DATED MARCH 5, 2007 THE SUBJECT PROPERTY FALLS ENTIRELY WITHIN ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

5. MONUMENTATION SHALL BE IN ACCORDANCE WITH THE COLORADO REVISED STATUTES (CRS 38-51-105).

6. THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS PLAT IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

7. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY WARE MALCOMB TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND TITLE OF RECORD, WARE MALCOMB, RELIED UPON THE FOLLOWING FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 100-N0036105-010-T02, EFFECTIVE DATE DECEMBER 15, 2021.

8. PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT (ADAMS COUNTY RECEPTION NO. 2007000106406, 11/15/2007) HELD BY COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT PURSUANT TO SECTION 25-15-321, C.R.S. THE ENVIRONMENTAL COVENANT WILL BE SUPERSEDED BY A RESTRICTIVE NOTICE AND RECORDED IN THE ADAMS COUNTY RECORDS.

9. TRACTS A, B AND E ARE FOR DRAINAGE PURPOSES AND ARE TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.

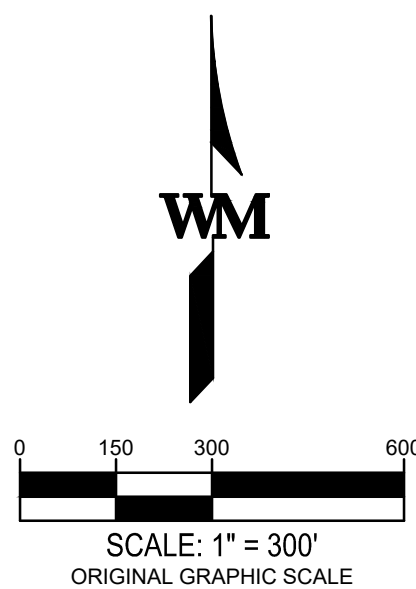
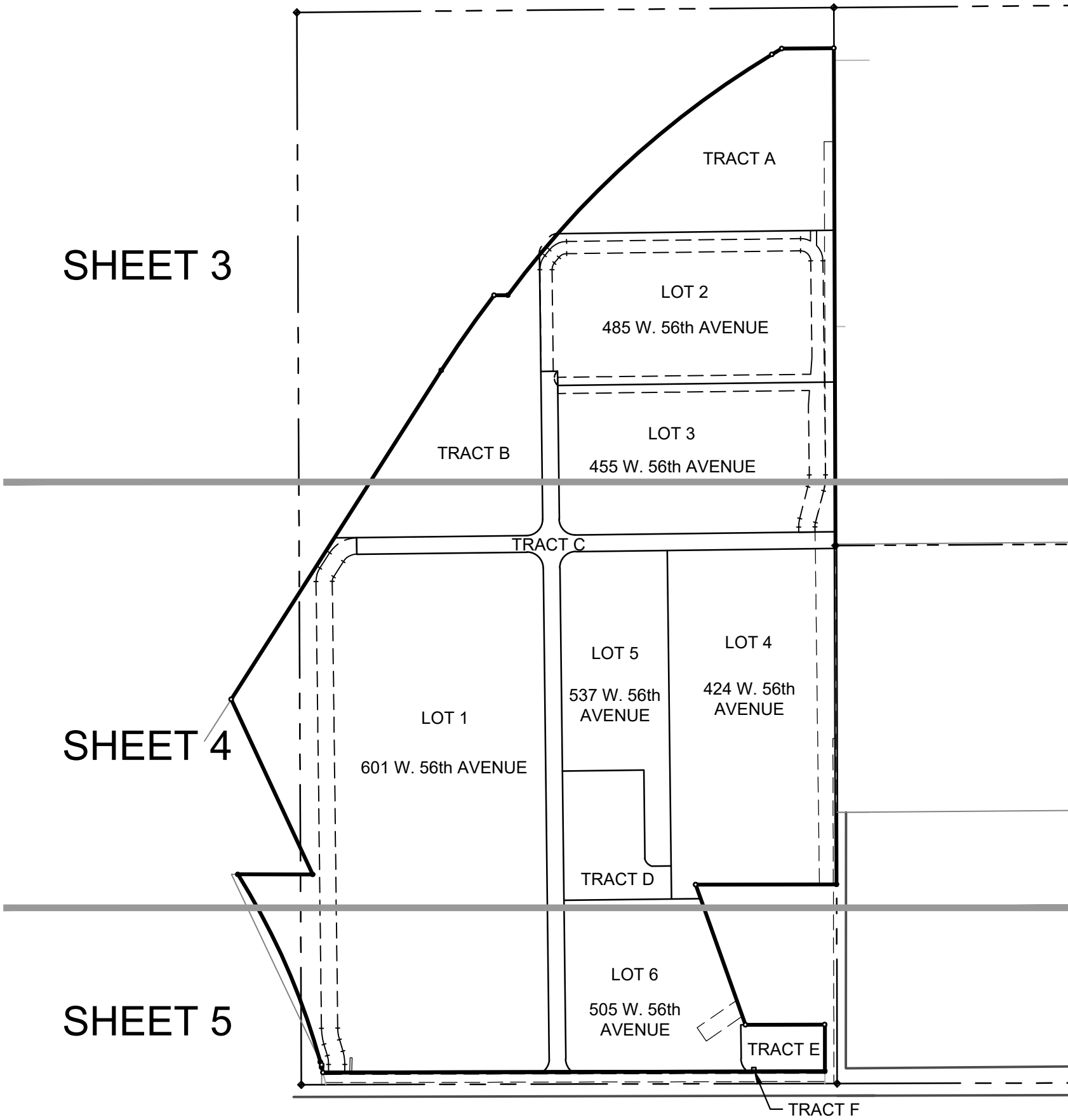
10. TRACT C IS FOR ACCESS PURPOSES AND UTILITY EASEMENTS AND IS TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.

11. TRACT D IS FOR OPEN SPACE AND ACCESS PURPOSES AND IS TO BE PRIVATELY OWNED AND MAINTAINED BY THE OWNER OR OWNERS' ASSOCIATION.

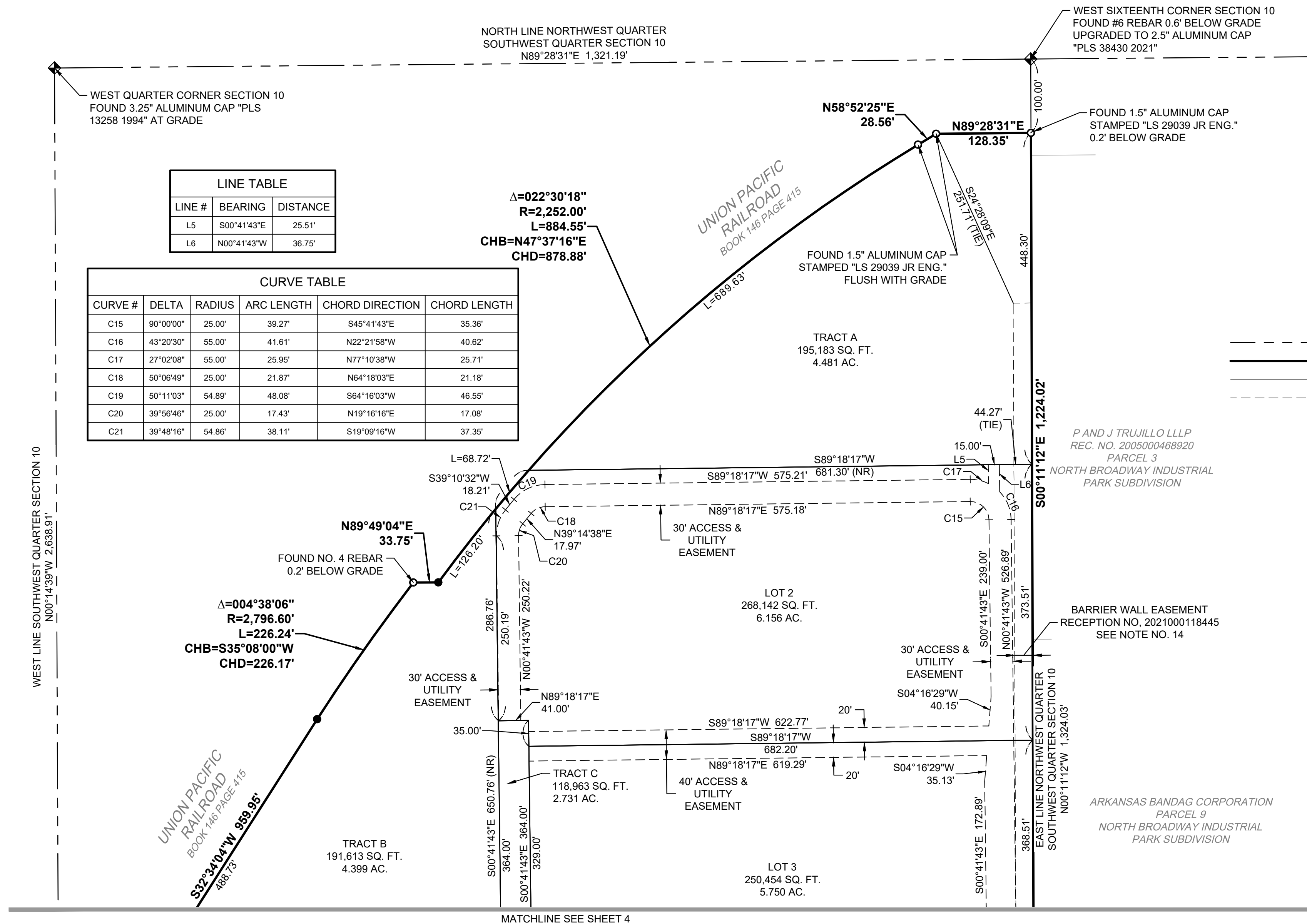
12. NO PERMANENT STRUCTURES ARE TO BE BUILT, ERECTED OR LOCATED WITHIN ANY EASEMENTS, AND ALL EASEMENTS ARE TO REMAIN CLEAR OF OBSTRUCTIONS.

13. PROPERTY IS SUBJECT TO A DECLARATION OF GROUNDWATER WELLS AND RCRA LANDFILL ACCESS EASEMENT (ADAMS COUNTY RECEPTION NO. 2021000118446 10/06/2021)

14. THE LOCATION OF THE GROUNDWATER BARRIER WALL EASEMENT SHOWN HEREON WAS TAKEN FROM AND IS SUBJECT TO THE "DECLARATION OF BARRIER WALL EASEMENTS" RECORDED AT RECEPTION NO. 2021000118445.



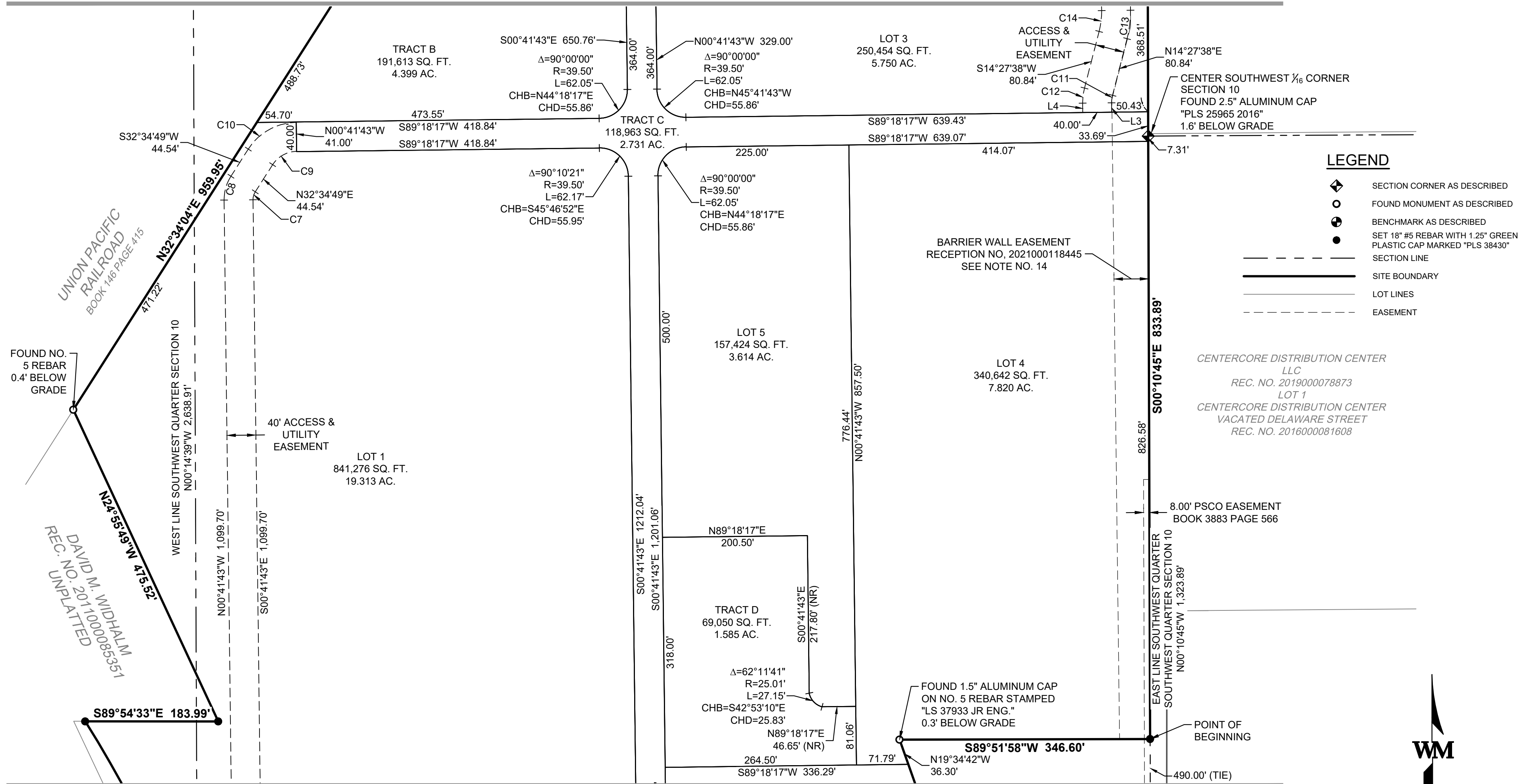
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QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

MATCHLINE SEE SHEET 3



LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- BENCHMARK AS DESCRIBED
- SET 18" #5 REBAR WITH 1.25" GREEN PLASTIC CAP MARKED "PLS 38430"
- SECTION LINE
- SITE BOUNDARY
- LOT LINES
- EASEMENT

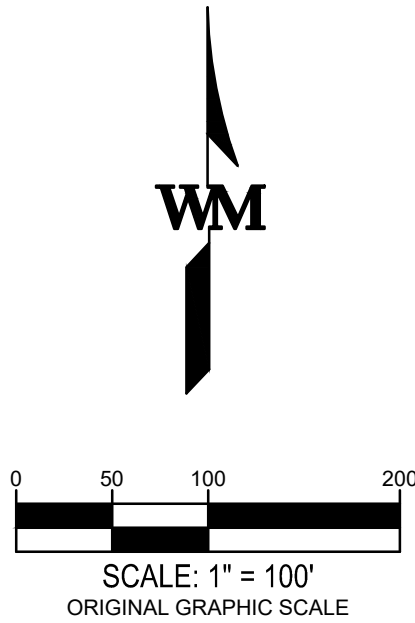
CENTERCORE DISTRIBUTION CENTER
LLC
REC. NO. 2019000078873
LOT 1
CENTERCORE DISTRIBUTION CENTER
VACATED DELAWARE STREET
REC. NO. 2016000081608

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C7	33°16'31"	20.00'	11.62'	N15°56'33"E	11.45'
C8	33°16'31"	60.00'	34.85'	S15°56'33"W	34.36'
C9	56°43'29"	40.00'	39.60'	N60°56'33"E	38.00'
C10	56°43'29"	80.00'	79.20'	S60°56'33"W	76.01'
C11	15°09'21"	40.00'	10.58'	N06°52'58"E	10.55'

MATCHLINE SEE SHEET 5

CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C12	15°09'21"	80.00'	21.16'	S06°52'58"W	21.10'
C13	15°09'21"	150.00'	39.68'	N06°52'58"E	39.56'
C14	15°09'21"	110.00'	29.10'	S06°52'58"W	29.01'

LINE TABLE		
LINE #	BEARING	DISTANCE
L3	N00°41'43"W	12.90'
L4	S00°41'43"E	12.78'



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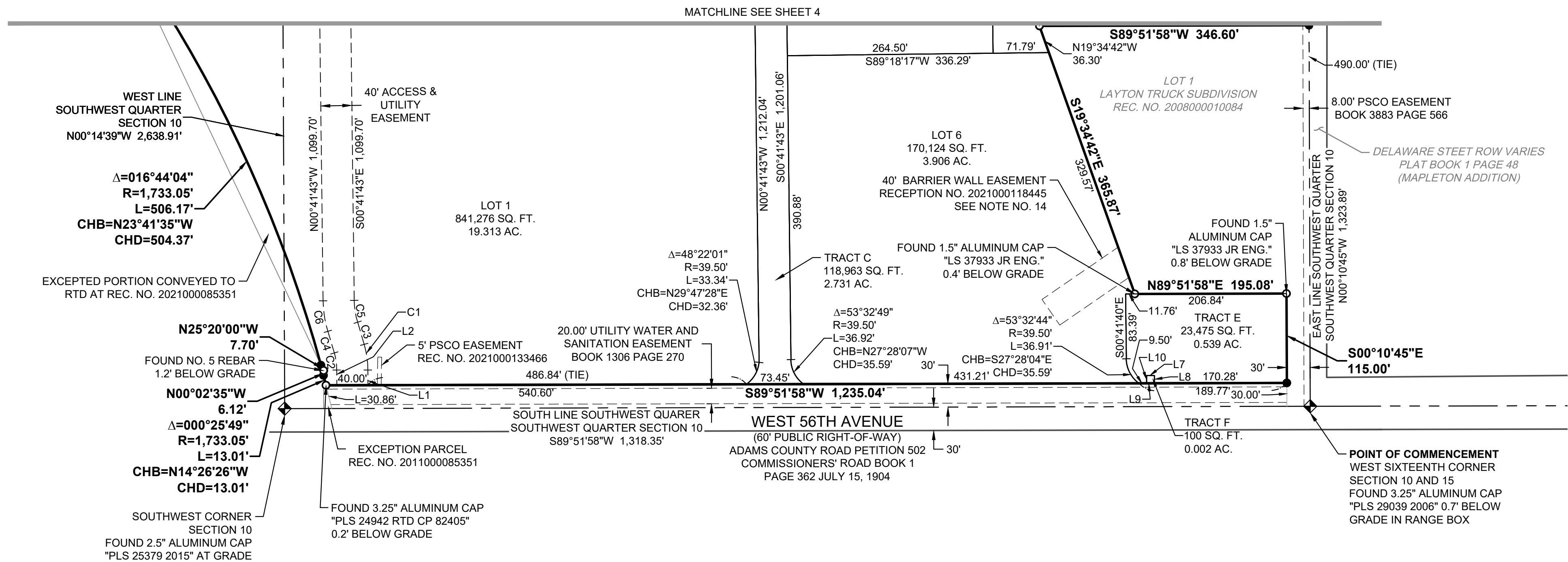
900 south broadway
suite 320
denver, co 80209
p. 303.561.3333
waremalcomb.com

WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS	JOB NO.	DCS20-4073
1	01/25/2022	COUNTY COMMENTS				PA/PM:	TS
						DRAWN:	AJ
						DATE:	12/08/2021
						SCALE:	1" = 100'

QUANTUM 56 FILING NO. 1 - FINAL PLAT

A PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND
THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO

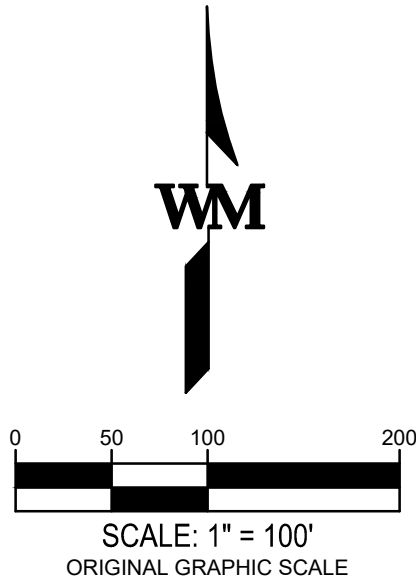


CURVE TABLE					
CURVE #	DELTA	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	15°57'17"	120.00'	33.42'	N08°06'41"W	33.31'
C2	15°57'17"	80.00'	22.28'	S08°06'41"E	22.21'
C3	0°57'02"	1788.05'	29.66'	N16°33'50"W	29.66'
C4	0°57'02"	1748.05'	29.00'	S16°33'50"E	29.00'
C5	16°20'39"	100.00'	28.53'	N08°52'02"W	28.43'
C6	16°20'39"	140.00'	39.94'	S08°52'02"E	39.80'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N00°08'02"W	19.50'
L2	S00°08'02"E	19.50'
L7	N89°51'58"E	9.99'
L8	S00°08'02"E	10.00'
L9	S89°51'58"W	9.99'
L10	N00°08'02"W	10.00'

LEGEND

- SECTION CORNER AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- BENCHMARK AS DESCRIBED
- SET 18" #5 REBAR WITH 1.25" GREEN PLASTIC CAP MARKED "PLS 38430"
- SECTION LINE
- SITE BOUNDARY
- LOT LINES
- EASEMENT



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WARE MALCOMB
CIVIL ENGINEERING & SURVEYING

NO.	DATE	REMARKS	NO.	DATE	REMARKS
1	01/25/2022	COUNTY COMMENTS			

JOB NO.	DCS20-4073
PA/PM:	TS
DRAWN:	AJ
DATE:	12/08/2021
SCALE:	1" = 100'

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, between Quantum 56 Phase I LLC, a Delaware Limited Liability Company qualified to do business in Colorado (“Developer”), whose address is c/o Hines Interests Limited Partnership, 609 Main Street, Suite 2400, Houston, Texas and the Board of County Commissioners of the County of Adams, State of Colorado (“County”), whose address is 4430 S. Adams County Parkway, Brighton, CO 80601.

WITNESSETH:

WHEREAS, Developer is the owner of real property in the County of Adams, State of Colorado, as described in Exhibit “A” attached hereto, and by this reference made a part hereof.

WHEREAS, it is provided by resolution of the Board of County Commissioners, County of Adams, that where designated the Developer shall have entered into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit “B” and “C” attached hereto, and by this reference made a part hereof (“Improvements”).
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit “B” and “C” for approval by the County. Upon request, the Developer shall furnish one set of reproducible “as built” drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit “B” and “C”.
4. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within “construction completion date” appearing in Exhibit “B” and “C”. The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit “B” and “C”. Any extension greater than 180 days may be approved only by the Board of County Commissioners. All extensions of time shall be in written form only.
5. **Warranties of Developer.** Developer warrants that the Improvements shall be installed in good workmanlike manner and in substantial compliance with the Plans and requirements of this Agreement and shall be substantially free of defects in materials and workmanship. These warranties of Developer shall remain in effect until Preliminary Acceptance of the improvements by the County.
6. **Guarantee of Compliance.** Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral shall be in the amount of \$1,108,330.00, including twenty percent (20%) to cover administration and five percent (5%) per year for the term of the Agreement to cover inflation. Upon approval of the final plat, completion of said improvements constructed according to the terms of this agreement, and preliminary acceptance by the Director of Public Works in accordance with section 5-02-05-01 of the County’s Development Standards and Regulations, the collateral shall be released. Completion of said improvements shall be determined solely by the County, and a reasonable part of said collateral, up to 20%, may be retained to guarantee maintenance of public improvements for a period of one year from the date of preliminary acceptance.

Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to final plat approval. No building permits shall be issued until

SIA2022-00002

the final plat has been approved and the Storm and Roadway improvements described in Exhibit B-1 have been preliminarily accepted by the Department of Public Works. No Certificates of Occupancy shall be issued until the 56th and Broadway Traffic Signal described in Exhibit B-2, or other approved improvement in accordance with Paragraph 9, have been preliminarily accepted by the Department of Public Works.

7. **Acceptance and Maintenance of Public Improvements.** All improvements designated “public” on Exhibit “B” shall be public facilities and become the property of the County or other public agencies upon acceptance. During the period of one year from and after the acceptance of public improvements, the Developer shall, at its own expense, make all needed repairs or replacement due to defective materials or workmanship which, in the opinion of the County, becomes necessary. If, within ten days of written notice to the Developer from the County requesting such repairs or replacements, the Developer has not undertaken with due diligence to make the same, the County may make such repairs or replacements at the Developer’s expense. In the case of an emergency such written notice may be waived.
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.** Designate separately each public and private improvement.

Public Improvements:

1. W. 56th Avenue Water Quality Ponds
2. W. 56th Avenue Roadway Improvements
3. W. 56th & Broadway Traffic Signal
 - a. The County and the Developer acknowledge that existing County right of way at 56th and Broadway is not sufficient for construction of the proposed traffic signal and will require land to be purchased or an easement granted from a third party prior to construction. The cost of such purchase or easement shall be borne by the Developer. Failure to obtain the required land or easement shall not be considered a default under this SIA and, in the event one or the other has not been obtained on or before December 31, 2022, the Developer shall submit an alternate plan for traffic control at 56th and Broadway for the County’s review and approval.

Private Improvements:

1. Onsite Stormwater Ponds

See Exhibit “B” and “C” for description, estimated quantities and estimated construction costs.

The improvements shall be constructed in accordance with all County requirements and specifications in accordance with the approved plans and time schedule as indicated in Exhibit “B” and “C”.

B. **Public dedication of land for right-of-way purposes or other public purpose.** Upon approval of this agreement by the Board of County Commissioners, the Developer hereby agrees to convey by warranty deed to the County of Adams the following described land for right-of-way or other public purposes:

Not applicable.

SIA2022-00002

10. **Default by Developer.** A default by the Developer shall exist if (a) Developer fails to construct the Subdivision Improvements in substantial compliance with the Plans and the other requirements of this Agreement; (b) Developer fails to complete construction of the Improvements by the Completion Date provided herein as the same may be extended; (c) Developer fails to cure any noncompliance specified in any written notice of noncompliance within a reasonable time after receipt of the notice of noncompliance; (d) Developer otherwise breaches or fails to comply with any obligation of Developer under this Agreement.
- A. **Remedies of County.** If the County, after notice, determines that a default by Developer exists, and if Developer fails to cure such default within the time specified by the County, the County shall be entitled to (a) make a draw on the collateral for the amount reasonably determined by the County to be necessary to cure the default in a manner consistent with the approved Plans up to the face amount of the Collateral; and (b) sue the Developer for recovery of any amount necessary to cure the default over and above the amount available in the Collateral provided.
- B. **County Right to Completion of Subdivision Improvements.** The right of the County to complete or cause completion of the Improvements as herein provided shall include the following rights:
- a. The County shall have the right to complete the Subdivision Improvements, in substantial accordance with the plans, the estimated costs, and other requirements of this Agreement, either itself or by contract with a third party or by assignment of its rights to a successor developer who has acquired the Property by purchase, foreclosure, or otherwise. The County, any contractor under the County, or any such successor developer, their agents, subcontractors and employees shall have the non-exclusive right to enter upon the streets and easements shown on the final plat of the Subdivision and upon any part of the Subdivision owned by Developer for the purpose of completing the Improvements.
- C. **Use of Funds by County.** Any funds obtained by the County through Collateral, or recovered by the County from Developer by suit or otherwise, shall be used by the County to pay the costs of completion of the Improvements substantially in accordance with the Plans and the other Requirements of this Agreement and to pay the reasonable costs and expenses of the County in connection with the default by Developer, including reasonable attorneys' fees.

Name/s
Quantum 56 Phase I LLC

By: Quantum 56 Logistics LLC, its sole member
By: Quantum 56 Investors LLC, its managing member
By: Hines Quantum 56 LLC, its managing member
By: Hines Quantum 56 Associates LP, its sole member
By: Hines Interests Limited Partnership, its general partner

By: _____
Name: W. Palmer Letzerich
Title: Senior Managing Director

The foregoing instrument was acknowledged before me this ____ day of _____,
20__, by _____.

My commission expires: _____

Address: _____

SIA2022-00002

Notary Public

APPROVED BY resolution at the meeting of _____, 20__.

Collateral to guarantee compliance with this agreement and construction of public improvements shall be required in the amount of \$1,108,330.00. No building or construction permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners in accordance with Paragraph 6.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

SIA2022-00002

EXHIBIT A

Legal Description: QUANTUM 56 SUBDIVISION

A PARCEL OF LAND LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 10 AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ADAMS COUNTY, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS;

COMMENCING AT THE WEST SIXTEENTH CORNER OF SAID SECTION 10 AND 15 AND CONSIDERING THE CENTER SOUTHWEST SIXTEENTH CORNER OF SAID SECTION 10 TO BEAR NORTH 00°10'45" WEST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE NORTH 00°10'45" WEST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 490.00 FEET TO THE NORTH LINE OF LOT 1, LAYTON TRUCK EQUIPMENT SUBDIVISION RECORDED AT RECEPTION NUMBER 2008000010084 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER AND THE POINT OF BEGINNING;

THENCE ALONG SAID LOT 1 THE FOLLOWING FOUR COURSES:

1. SOUTH 89°51'58" WEST, A DISTANCE OF 346.60 FEET;
2. SOUTH 19°34'42" EAST, A DISTANCE OF 365.87 FEET;
3. NORTH 89°51'58" EAST, A DISTANCE OF 195.08 FEET;
4. SOUTH 00°10'45" EAST, A DISTANCE OF 115.00 FEET TO THE NORTHERLY RIGHT OF WAY OF WEST 56TH AVENUE AS RECORDED IN ADAMS COUNTY ROAD PETITION 502;

THENCE SOUTH 89°51'58" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1,235.04 FEET TO THE EASTERLY RIGHT-OF-WAY OF THE REGIONAL TRANSPORTATION DISTRICT DESCRIBED AT RECEPTION NUMBER 2011000085351 IN SAID RECORDS AND A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 0°25'49", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 13.01 FEET, AND A CHORD THAT BEARS NORTH 14°26'26" WEST, A DISTANCE OF 13.01 FEET TO A POINT OF NON-TANGENCY;

THENCE NORTH 00°02'35" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 6.12 FEET;

THENCE NORTH 25°20'00" WEST ALONG SAID EASTERLY RIGHT-OF-WAY, A DISTANCE OF 7.70 FEET TO A NON-TANGENT CURVE TO THE LEFT;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY AND CURVE HAVING A CENTRAL ANGLE OF 16°44'04", A RADIUS OF 1733.05 FEET, AN ARC LENGTH OF 506.17 FEET, AND A CHORD THAT BEARS NORTH 23°41'35" WEST, A DISTANCE OF 504.37 FEET TO A POINT OF NON-TANGENCY AND THE SOUTHERLY LINE OF A PARCEL DESCRIBED AT RECEPTION NUMBER 2010000086807 IN SAID RECORDS;

THENCE SOUTH 89°54'33" EAST ALONG SAID PARCEL, A DISTANCE OF 183.99 FEET;

THENCE NORTH 24°55'49" WEST ALONG SAID PARCEL, A DISTANCE OF 475.52 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD RECORDED IN PAGE 415 OF BOOK 146 IN SAID RECORDS;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY THE FOLLOWING SIX COURSES:

1. NORTH 32°34'04" EAST, A DISTANCE OF 959.95 FEET TO A TANGENT CURVE TO THE RIGHT;
2. ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 4°38'06", A RADIUS OF 2796.60 FEET, AN ARC LENGTH OF 226.24 FEET, AND A CHORD THAT BEARS NORTH 35°08'00" EAST, A DISTANCE OF 226.17 FEET TO A POINT OF NON-TANGENCY;

SIA2022-00002

- 3. NORTH 89°49'04" EAST, A DISTANCE OF 33.75 FEET TO A NON-TANGENT CURVE TO THE RIGHT;
- 4. ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°30'18", A RADIUS OF 2252.00 FEET, AN ARC LENGTH OF 884.55 FEET, AND A CHORD THAT BEARS NORTH 47°37'16" EAST, A DISTANCE OF 878.88 FEET;
- 5. THENCE NORTH 58°52'25" EAST, A DISTANCE OF 28.56 FEET;
- 6. THENCE NORTH 89°28'31" EAST, A DISTANCE OF 128.35 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10;

THENCE SOUTH 00°11'12" EAST ALONG SAID EAST LINE, A DISTANCE OF 1224.02 FEET TO THE CENTER SOUTHWEST SIXTEENTH CORNER OF SECTION 10;

THENCE SOUTH 00°10'45" EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 833.89 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS A SURVEYED AREA OF 2,626,447 SQUARE FEET OR 60.295 ACRES, MORE OR LESS

SIA2022-00002

EXHIBIT B-1

Public Improvements: Quantum 56 – Roadway and Storm Improvements

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
56th Ave WQ Pond (Private)				
Rock Trickle Channel	SY	\$ 20.00	54.92	\$ 1,098
WQ Sidewalk Chase	EA	\$ 2,500.00	2	\$ 5,000
WQ Pond Liner (30 mil PVC)	SF	\$ 1.00	4,650	\$ 4,650
Outlet Structure	EA	\$ 5,000.00	1	\$ 5,000
Forebay	EA	\$ 4,000.00	1	\$ 4,000
WQ Pond Subtotal				\$ 19,748
W. 56th Ave Roadway (Public)				
Asphalt (9")	SY-IN	\$ 55.00	4,859	\$ 267,245
5' Sidewalk	SF	\$ 4.00	4,566	\$ 18,264
ADA Ramps	EA	\$ 500.00	9	\$ 4,500
Curb Cuts	EA	\$ 15,000.00	5	\$ 75,000
Curb & Gutter	LF	\$ 21.00	1,183	\$ 24,843
Gravel Shoulder	SF	\$ 15.00	809	\$ 12,138
Demo Existing Asphalt	SY-IN	\$ 1.50	4,859	\$ 7,289
Stop Signs	EA	\$ 150.00	4	\$ 600
W. 56th Ave Subtotal				\$ 409,879
Sub-Total Storm and Roadway				\$ 429,627
Administration	20%			\$ 85,925
Inflation	5%			\$ 25,778
TOTAL STORM AND ROADWAY COSTS				\$ 541,330

Construction Completion Date: June 30, 2023

Initials or signature of Developer:_____

EXHIBIT B-2

Public Improvements: Quantum 56 – 56th & Broadway Traffic Signal

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
56th and Broadway Traffic Signal (Public)				
Traffic Signals (56th and Broadway)	EA	\$ 450,000.00	1	\$ 450,000
Traffic Signal Subtotal				\$ 450,000
Sub-Total Traffic Signal				\$ 450,000
Administration	20%			\$ 90,000
Inflation	5%			\$ 27,000
TOTAL TRAFFIC SIGNAL COST				\$ 567,000

Construction Completion Date: December 31, 2023

Initials or signature of Developer:_____

SIA2022-00002
EXHIBIT C

Private Improvements: Quantum 56 – Onsite Storm

<u>Description</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
Onsite Stormwater Ponds (Private)				
Pond Outlet Structure	EA	\$ 20,000.00	1	\$ 20,000
4" PVC Emergency Overflow Pipe	LF	\$ 50.00	192.09	\$ 9,605
Forebay	EA	\$ 20,000.00	4	\$ 80,000
Rock Trickle Channel	SY	\$ 20.00	3,180	\$ 63,590
Stormwater Ponds Subtotal				\$ 173,195
Sub-Total Storm				\$ 173,195
Administration	20%			\$ 34,639
Inflation	5%			\$ 10,392
TOTAL STORM AND ROADWAY COSTS				\$ 218,225

Construction Completion Date: June 30, 2023

Private Improvements will be subject to inspection by the County but will not be owned by the County.

Initials or signature of Developer:_____



Development Review Team Comments

Date: 1/18/2022

Project Number: PLT2021-00045

Project Name: Quantum 56, Filing 1 Final Plat

Commenting Division: Planner Review

Name of Reviewer: Greg Barnes

Date: 01/18/2022

Email: gjbarnes@adcogov.org

Resubmittal Required

PLN01: Please resubmit the proposed SIA (in Microsoft Word version) with each resubmittal. The SIA is to be processed with the Final Plat and NOT with the Engineering Plan Review. The SIA should reference two case numbers: PLT2021-00045 and SIA2022-00002.

PLN02: I have provided an estimate for cash-in-lieu of public land dedication. This is provided only for your information. Please do not submit this payment until after we have notified you of your hearing date for this application.

PLN03: PLN05: Please update the case number on plat. Your case number is PLT2021-00045.

PLN04: The final plat cannot be scheduled for hearing until staff has approved the Engineering Plan Review.

Commenting Division: Environmental Analyst Review

Name of Reviewer: Katie Keefe

Date: 01/14/2022

Email:

Resubmittal Required

ENV1. According to CDPHE, final groundwater well locations will likely differ from current locations and, thus, easement locations will also change. Therefore, add to Note 13 on Sheet 2, language indicating such and a requirement that the Final Plat be amended at such time to reflect the new Groundwater Wells Access Easement.

ENV2. The applicant and property owner intend to vacate the Environmental Covenant with a recorded Restrictive Notice. Therefore, add the following language to Note 8, Sheet 2: The Environmental covenant will be superseded by a future Restrictive Notice and at such time the Plat will be amended to reflect the Restrictive Notice reception number.

ENV3. Include reception numbers for all Drainage Access Easements on Sheet 2.

Commenting Division: Development Engineering Review

Name of Reviewer: Greg Labrie

Date: 01/14/2022

Email: glabrie@adcogov.org

Complete

ENG1: The civil design plans have been approved by Adams County Development Engineering. The applicant will be required to apply for the appropriate construction permits to include but not limited to the Adams County INF-permits, Stormwater-permits, and Building-permits.

ENG2: The applicant will also be required to obtain any required demolition and environmental permits from the state of Colorado.

Commenting Division: Economic Development Review

Name of Reviewer: Max Daffron

Date: 01/12/2022

Email:

Complete

development of the park can present significant opportunities for employment in Adams County. if you have any questions throughout the process please reach out to the Economic Development Division at economicdevelopment@adcogov.org

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Commenting Division: ROW Review

Name of Reviewer: David Dittmer

Date: 01/07/2022

Email:

Resubmittal Required

ROW1: Please correct case number on each sheet as this is the PLT case and not the PRC

ROW2: Please add acceptance block for county attorney:

ADAMS COUNTY ATTORNEY'S OFFICE

APPROVED AS TO FORM

ROW3: Provide lettered name of signatory from Quantum 56 under By: _____

ROW4: Title Commitment needs to be updated to within 30 days of this application and plat note revised.

ROW5: Provide a note as to the requirement of a Storm Water Operations and Maintenance Manual required by Adams County with a blank for the recording information. This is the only blank allowed on a plat since the facilities have to be constructed and inspected prior to the issuance of this document.

Commenting Division: Addressing Review

Name of Reviewer: David Dittmer

Date: 01/07/2022

Email:

Complete

Addressing Plat uploaded to documents in case file for review by applicant

Commenting Division: Building Safety Review

Name of Reviewer: Justin Blair

Date: 12/21/2021

Email: jblair@adcogov.org

Complete

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Development Review Team Comments

Date: 2/16/2022

Project Number: PLT2021-00045

Project Name: Quantum 56, Filing 1 Final Plat

Commenting Division: Development Engineering Review 2nd Review

Name of Reviewer: Greg Labrie

Date: 02/16/2022

Email: glabrie@adcogov.org

Complete

ENG1: Collateral shall be furnished in the amount required and in a form acceptable to the Board of County Commissioners prior to final plat approval. No building permits shall be issued until the final plat has been approved and the Storm and Roadway improvements described in Exhibit B-1 have been preliminarily accepted by the Department of Public Works. No Certificates of Occupancy shall be issued until the 56th and Broadway Traffic Signal described in Exhibit B-2, or other approved improvement in accordance with Paragraph 9, have been preliminarily accepted by the Department of Public Works.

Commenting Division: Planner Review 2nd Review

Name of Reviewer: Greg Barnes

Date: 02/15/2022

Email: gjbarnes@adcogov.org

Complete

PLN01: Cash-in-lieu of public land dedication is outstanding, and will be expected prior to the BoCC hearing date.

Commenting Division: SIA Review 1 - Finance

Name of Reviewer: Laura Garcia

Date: 02/15/2022

Email:

Complete

No comments

Commenting Division: ROW Review 2nd Review

Name of Reviewer: David Dittmer

Date: 02/07/2022

Email:

Complete

ROW1: Provide a recorded statement of Authority for Palmer Letzerich. Add his title to both the execution and Notary.

ROW2: I don't believe the Final Plat goes before the planning commission and this block can be removed.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

Greg Barnes

From: Carla Gutierrez <cgutierrez@acfpd.org>
Sent: Wednesday, January 12, 2022 10:37 AM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Good morning Greg,

At this time, the Fire District has no questions or concerns regarding the final plat.

Thank you!

Carla Gutierrez
Deputy Fire Marshal
Adams County Fire Rescue
7980 Elmwood Lane
Denver, Colorado 80221



Sent from [Mail](#) for Windows 10

From: [Greg Barnes](#)
Sent: Wednesday, December 22, 2021 1:53 PM
To: [Greg Barnes](#)
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon

Greg Barnes

From: Rick Reigenborn
Sent: Monday, December 27, 2021 10:10 AM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Good morning Mr. Barnes,

The Sheriff's Office isn't opposed to this request.

Thank you,



Richard A. Reigenborn
Sheriff
Adams County Sheriff's Office
4430 S. Adams County Parkway,
1st Floor, Suite W5400 Brighton, CO 80601
303-655-3218 | RReigenborn@adcogov.org

Character • Integrity • Transparency

From: Greg Barnes
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

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Greg Barnes
Planner III, *Community and Economic Development Dept.*
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

My work schedule is:

Greg Barnes

From: Localreferral - CDPHE, CDPHE <cdphe_localreferral@state.co.us>
Sent: Friday, January 14, 2022 10:40 AM
To: Greg Barnes
Subject: Re: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Hello,

In addition to the [standard comments \(https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fdocs.google.com%2Fdocument%2Fd%2F1jQn6Pdt6rciV8i04ZrE2QhxDA8ORylugq2f7K1_YmPQ%2Fedit&data=04%7C01%7CGJBarnes%40adcogov.org%7Cb47f4c77873a46ff189a08d9d784f1b8%7C4c74477d0aa94e15887a2bd6c4cd4f3b%7C0%7C0%7C637777788308555570%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BG0lc5d1Q1Wbunz5zDHFD%2FOa31h0dZp6jZXRibMbpNo%3D&reserved=0\)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fdocs.google.com%2Fdocument%2Fd%2F1jQn6Pdt6rciV8i04ZrE2QhxDA8ORylugq2f7K1_YmPQ%2Fedit&data=04%7C01%7CGJBarnes%40adcogov.org%7Cb47f4c77873a46ff189a08d9d784f1b8%7C4c74477d0aa94e15887a2bd6c4cd4f3b%7C0%7C0%7C637777788308555570%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6I1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=%2BG0lc5d1Q1Wbunz5zDHFD%2FOa31h0dZp6jZXRibMbpNo%3D&reserved=0), This property is covered by covenants ~~with the~~ state that limit the development of the property. Proposed plans must be provided to the Colorado Department of Public Health and Environment, Hazardous Materials and Waste Management Division, Hazardous Waste Corrective Action Program prior to the construction of any structures on the site. Contact person is Robert Beierle, Hazardous Waste Corrective Action Unit Leader, at robert.beierle@state.co.us.
On Wed, Dec 22, 2021 at 1:58 PM Greg Barnes <GJBarnes@adcogov.org> wrote:

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.



Greg Barnes

Planner III, *Community and Economic Development Dept.*

ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1st Floor, Suite W2000A

Brighton, CO 80601-8216

720.523.6853 gjbarnes@adcogov.org

September 23, 2021

Greg Barnes, Planner III
Adams County Development Services Division
Transmission via email: gjbarnes@adcogov.org

Re: Quantum 56 Subdivision, Filing No. 1 - 2nd Letter
Case No. PRC2021-00004
Part of the SE ¼ SE ¼ of Sec. 9 and W ½ SW ¼ of Sec. 10, T3S, R68W, 6th P.M.
Water Division 1, Water District 7

Dear Greg Barnes:

We have reviewed the August 25 and September 22, 2021 re-submittal of the water supply plan for the above-referenced proposal for 1) a preliminary plat for the major subdivision of 60 acres being a part of the SE ¼ SE ¼ of Sec. 9 and part of the W ½ SW ¼ of Sec. 10, T3S, R68W, 6th P.M. to create 6 lots and associated tracts, and 2) rezoning of 4 acres being a part of the subject 60 acres from I-3 to I-2. The purpose of the proposal is to develop the site into a commercial business park including 3 tracts for stormwater ponds, 1 tract for public roads, 1 tract for open space, and 2 metropolitan tracts. This office previously commented on this subdivision on July 1, 2021. This letter supersedes the July 1, 2021 letter.

Water Supply Demand

Estimated water requirements and proposed uses were not provided for this subdivision.

Source of Water Supply

The proposed water supply source is service provided by the North Pecos Water & Sanitation District (“District”). The letter dated February 5, 2021 states the District is committed to providing water and sanitary service to the development provided that the terms and conditions set forth in that letter are met. Our office has not received information that these terms and conditions have been met. **Our records show that the District is contracted with the Denver Water Department (“Denver Water”) and obtains treated water on demand pursuant to Denver Water Distributor Contract No. 210.** This office considers Denver Water to be a reliable water supplier.

In our letter dated July 1, 2021, we stated that a review of our records shows that well permit no. 40190 may be located on the subject property. However, in the email from Sarah Laverty on September 22, 2021, it was stated that this well is not located on the subject property and was plugged and abandoned following the decree granted in Division 1 Water Court case no. W-6022. However, a well abandonment report has not been filed with our office for this well.

The applicant has indicated that the Koppers Well (WDID 0705402), decreed in Division 1 Water Court case no. W-6022, is located on the property. The well is decreed for domestic and industrial uses and produces from the nontributary Upper and Lower Arapahoe aquifers with a date of appropriation of January 27, 1948. This well is not a proposed water supply source for the development. This office has no concerns regarding this well so long as use of the well complies with the terms and conditions of the decree.



Other Comments

According to the submitted material, stormwater detention structure(s) will be developed for this project. The applicant should be aware that unless the structure(s) meet the requirements of a **“storm water detention and infiltration facility” as defined in section 37-92-602(8), C.R.S.**, the structure(s) may be subject to administration by this office. The applicant should review [DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#), to ensure that the notification, construction and operation of the proposed structure(s) meet statutory and administrative requirements. The applicant is encouraged to use [Colorado Stormwater Detention and Infiltration Facility Notification Portal](#) to meet the notification requirements.

State Engineer's Office Opinion

Based upon the above and pursuant to section 30-28-136(1)(h)(I), C.R.S. and section 30-28-136(1)(h)(II), C.R.S., **the State Engineer's Office offers the opinion that the proposed water supply** can be provided without causing material injury to existing water rights and the supply is expected to be adequate, provided a Well Abandonment Report (form GWS-09) is submitted to this office to affirm that the well has been plugged.

If you or the applicant have any questions, please contact Wenli Dickinson at 303-866-3581 x8206 or Wenli.Dickinson@state.co.us.

Sincerely,

Wenli Dickinson for

Joanna Williams, P.E.
Water Resources Engineer

Ec: Subdivision file no. 28771
Well permit no. 40190 file
Applicant (michael.bjes@hines.com; sarah@efgdenver.com)

Greg Barnes

From: Naso, Kela A. <Kela.Naso@denverwater.org>
Sent: Tuesday, December 28, 2021 9:52 AM
To: Greg Barnes
Subject: RE: [EXTERNAL]: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Good Morning,

Denver Water has no comment on the Final Plat for Major Subdivision to create 6 lots. The owner/ developer should continue to work with our sales administration team regarding the water infrastructure to service the site.

Thank you,

Kela Naso | Engineering Specialist
Denver Water | t: 303-628-6302 | c: 720-517-4486
denverwater.org | denverwater.org/TAP



From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: [EXTERNAL]: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

Greg Barnes

From: PlatReview <PlatReview@lumen.com>
Sent: Tuesday, December 28, 2021 9:57 AM
To: Greg Barnes
Cc: Ives, Steven
Subject: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)
Attachments: PLT2021-00045-RFC.pdf

Please be cautious: This email was sent from outside Adams County

Requester,

Our engineer has reviewed this plat and their comments are: "we are currently working with the developer on this project to relocate some facilities on N.862983 and are speaking with them on how we will feed this."
If you require signatures, you can contact the engineer CC'd on this email and if you have any further questions, please don't hesitate to reach out.

Thank you!

From: Easement, Nre <Nre.Easement@lumen.com>
Sent: Wednesday, December 22, 2021 3:23 PM
To: PlatReview <PlatReview@lumen.com>
Subject: FW: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 2:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.

Metro Water Recovery

Case Name: Quantum 56, Filing 1 Final Plat

Case Number: PLT2021-00045

December 28, 2021

To Whom it May Concern,

Upon review, Metro Water Recovery has no comments at this time regarding PLT2021-00045.

Thank you,



Myles Howard

Engineer Associate

Office & Fax: 303.286.3397

Cell: 720.703.3627

Office Hours: M-Th 7-5

MetroWaterRecovery.com

Greg Barnes

From: Courtney Salazar <ar@northpecoswater.org>
Sent: Thursday, December 23, 2021 4:30 PM
To: Greg Barnes
Subject: RE: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

Please be cautious: This email was sent from outside Adams County

Hi Greg –

We do not have any major comments, I would just ask to be kept in the loop as we will have easements running through this property, should development move forward as proposed.

Thank you for all you do!

Happy Holidays!

F r x u w g h | # / d o d } d u #
D f f r x g w v # j h f h y d e o h # # s u r m h f w # r r u g l d w r u #
Q r u w k # s h f r v # d w h u # # / d q l w d w l r q # s l w u l f w #
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G h q y h u / # r o r u d g r # 3 5 5 4 #
+ 6 3 6 , # / 5 < 8 : : 3 #

From: Greg Barnes <GJBarnes@adcogov.org>
Sent: Wednesday, December 22, 2021 1:54 PM
To: Greg Barnes <GJBarnes@adcogov.org>
Subject: For Review: Quantum 56, Fil 1 - Final Plat (PLT2021-00045)

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56th Ave. The Assessor's Parcel Numbers are 0182510300003 and 0182510300004.

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A, Brighton, CO 80601-8216 or call (720) 523-6800 **by 01/12/2022** in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org. Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases. Thank you for your review of this case.



Greg Barnes

Planner III, Community and Economic Development Dept.
ADAMS COUNTY, COLORADO
4430 S. Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601-8216
720.523.6853 gjbarnes@adcogov.org
adcogov.org

My work schedule is:

Greg Barnes

From: Clayton Woodruff <Clayton.Woodruff@RTD-Denver.com>
Sent: Thursday, January 13, 2022 9:49 AM
To: Greg Barnes
Subject: PLT 21-00045

Please be cautious: This email was sent from outside Adams County

Greg

The RTD has no comments on this project

Thanks,



C. Scott Woodruff

Engineer III

Regional Transportation District

1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025

clayton.woodruff@rtd-denver.com



Right of Way & Permits

1123 West 3rd Avenue
Denver, Colorado 80223
Telephone: **303.571.3306**
Facsimile: 303. 571. 3284
donna.l.george@xcelenergy.com

January 20, 2022

Adams County Community and Economic Development Department
4430 South Adams County Parkway, 3rd Floor, Suite W3000
Brighton, CO 80601

Attn: Greg Barnes

Re: * AMENDED RESPONSE *
Quantum 56 Filing No. 1, Case # PLT2021-00045

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk advises customer/applicant to continue working with Vance Griffin (Designer) for approval of design details for **Quantum 56 F1**.

Vance will also be able to direct the customer/applicant to the appropriate Right of Way Agent for all easements needed by separate PSCo document.

Donna George
Right of Way and Permits
Public Service Company of Colorado dba Xcel Energy
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

Greg Barnes

From: Nichols, Rafer <Rafer.Nichols@BNSF.com>
Sent: Wednesday, January 12, 2022 12:20 PM
To: Greg Barnes
Cc: Breden, Allan
Subject: FW: Adams County Colorado- Notice
Attachments: Adams County Colorado tb.pdf

Please be cautious: This email was sent from outside Adams County

BNSF Railway has reviewed these submittals. BNSF has not reviewed any design details or calculations for structural integrity or engineering accuracy. BNSF accepts no responsibility for errors or omissions in the design or execution of the project. If a contractor needs to work within 25 feet of BNSF track or within BNSF property, the contractor must contact BNSF Real Estate/Permitting consultant Jones Lang LaSalle (JLL) for a permit. Their contact information can be found on our website at www.bnsf.com. If any changes are made to the plans affecting BNSF property, plans must be resubmitted for review.

SPECIFIC COMMENTS

- Developer/Adams county to work with BNSF to remove tracks through proposed public ROW and vacate BNSF property across 56th ROW.
- All Drainage to flow north or be contained by storm sewer as engineered. No drainage to be discharged on BNSF property

GENERAL COMMENTS

- Show BNSF property boundaries on plans more clearly.
- BNSF will need to review the drainage plan as current drainage might be altered near tracks
- Fencing plan will need to be reviewed by BNSF to ensure it complies with BNSF standards for
- If grading on BNSF property is required, grading plan will need to be reviewed by BNSF, and permits will be required to occupy BNSF property as well as a BNSF supplied flagger will be required and paid for by agency or contractor
- If access to BNSF property is required, an agreement with BNSF will be required as well as safety badging for all employees on BNSF property
- Traffic study and increased pedestrian traffic would need to be reviewed by BNSF at nearby railroad crossings

Thanks,
Rafer Nichols, PE
Manager Public Projects (AZ, CO & NM)
BNSF Railway
rafer.nichols@bnsf.com
Office: (303) 480-6586



Request for Comments

Case Name: Quantum 56, Filing 1 Final Plat

Case Number: PLT2021-00045

December 22, 2021

The Adams County Planning Commission is requesting comments on the following application: **Final Plat for Major Subdivision to create 6 lots**. This request is located at 465 W 56TH AVE. The Assessor's Parcel Number is 0182510300003, 0182510300004.

Applicant Information: EFG-Denver, LLC
SARAH LAVERTY
1035 N. OSAGE ST., #824
DENVER, CO 80204

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 01/18/2022 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to GJBarnes@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Greg Barnes
Planner III

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5



Referral Listing
Case Number PLT2021-00045
Quantum 56, Filing 1 Final Plat

Agency	Contact Information
Adams County Assessor	Margaret Grondalsky 4430 S Adams County Pkwy C2100 Brighton CO 80601 720.523.6712 MGrondalski@adcogov.org
Adams County Attorney	Christine Fitch 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352 CFitch@adcogov.org
Adams County CEDD Addressing	David Dittmer 4430 S Adams County Pkwy Brighton CO 80601 720.523.6800 ddittmer@adcogov.org
Adams County CEDD Administrative	Gina Maldonado 4430 S Adams County Pkwy Brighton CO 80601 720-523-6823 gmaldonado@adcogov.org
Adams County CEDD Building Safety	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org
Adams County CEDD Engineer	Devt. Services Engineering 4430 S Adams County Pkwy Brighton CO 80601 720-523-6800 Contact Person May Vary Depending on Case
Adams County CEDD Right-of-Way	David Dittmer 4430 S Adams County Pkwy. Brighton CO 80601 720-523-6837 ddittmer@adcogov.org
Adams County Constiuent Services	Matt Gorenc 4430 S Adams County Pkwy Brighton CO 80220 720.523.6997 mgorenc@adcogov.org

Agency	Contact Information
Adams County CSWB Code Compliance Officer	Doug Fish 4430 S Adams County Pkwy Brighton CO 80601 720.523.6807 dfish@adcogov.org
Adams County CSWB Code Compliance Officer	Ryan Dodge 4430 S Adams County Pkwy Brighton CO 80601 720.523.6207 rdodge@adcogov.org
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County Fire Protection District	Whitney Even 7980 Elmwood Lane Denver CO 80221 303-539-6802 weven@acfpd.org
Adams County Fire Protection District	Carla Gutierrez 7980 Elmwood Ln. Denver CO 80221 303-539-6862 cgutierrez@acfpd.org
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org
Adams County Public Works Construction Inspection	- - 4430 S Adams County Pkwy Brighton CO 80601 720-523-6965 Send to Case Engineer
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org

Agency	Contact Information	
Adams County Treasurer	Lisa Culpepper 4430 S Adams County Pkwy Brighton CO 80601 720.523-6166 lculpepper@adcogov.org	
Berkeley Sanitation District	Sharon Whitehair 1600 W 12th Ave (303)628-6620 berkeleywater@gmail.com	
Century Link	Joseph Osbourne 303.518.3360 RCUs only: joseph.osborne@centurylink.com	
Century Link	Network Real Estate Team 303.518.3360 VSPs ONLY: relocations@centurylink.com	
Century Link	NRE Easement 303.518.3360 PLTs ONLY: nre.easement@centurylink.com	
Century Link, Inc	Ken Miller 5325 Zuni St, Rm 728 Denver CO 80221 303.518.3360 RCUs ONLY: kenneth.r.miller@lumen.com	
Colorado Department of Transportation (CDOT)	Steve Loeffler 2829 W Howard Pl 2nd Floor Denver CO 80204 303-757-9891 steven.loeffler@state.co.us	
Colorado Division of Water Resources	Joanna Williams Office of State Engineer 1313 Sherman St, Room 818 Denver CO 80203 303-866-3581 joanna.williams@state.co.us	
Colorado Division of Wildlife	Hannah Posey 6060 Broadway St. Denver CO 80216-1000 303-947-1798 hannah.posey@state.co.us	
Colorado Geological Survey	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu	303-384-2655
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu	303-384-2655

Agency	Contact Information
COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
Crestview Water & Sanitation District	Mitchell Terry PO Box 666 Westminster CO 80036 303-429-1881 manager@crestviewwater.com
Denver Water	Paul Peloquin 4455 W 58th Ave Unit A Arvada CO 80002 (303) 477-1914 paul.peloquin@denverwater.org
Denver Water	Kela Naso 4455 W 58th Ave Unit A Arvada CO 80002 303-628-6620 Kela.Naso@denverwater.org
Fisher Ditch Company	Giovanni Brienza 2030 E 68th Avenue Denver CO 80229 720-626-9752 GBRIENZA@live.com
Fisher Ditch Company	Ruth & Gene Brienza 2030 E 68th Avenue Denver CO 80229 (303) 289-1734 gb173@outdrs.net
Mapleton School District #1	Charlotte Ciano 7350 N Broadway Denver CO 80221 303-853-1015 charlotte@mapleton.us
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
North Lincoln Water and Sanitation District	JORGE HINOJOS 1560 Broadway Suite 1400 Denver CO 80202 303-861-0061 jorge.hinojos@tetrattech.com
North Lincoln Water and Sanitation District	- - - nlwsdistrict1@gmail.com

Agency	Contact Information
North Pecos Water & Sanitation District	Courtney Salazar 6900 Pecos St Denver CO 80221 303-429-5770 ar@northpecoswater.org
North Washington Street Water & San Dist	Mike DeMattee 3172 E 78th Ave Denver CO 80229 303-288-6664 mdemattee@nwsbsd.com
Pecos Park Logistics Park Metro District	Matt Mitchell 4221 Brighton Blvd Denver CO 802163719 303-298-1111 mmitchell@westfield-co.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	- - 1123 W 3rd Ave Denver CO 80223 303.571.3306 bdrco@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Public Service Company of Colorado (PSCo) dba Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Regional Transportation District (RTD)	Paul Von Fay 1560 Broadway Suite 700 Denver CO 80202 303-299-2317 engineering@rtd-denver.com
Tri-County Health Department	Sheila Lynch 6162 S Willow Dr Suite 100 Greenwood Village CO 80111 720-200-1571 landuse@tchd.org
Tri-County Health: Mail CHECK to Sheila Lynch	Tri-County Health landuse@tchd.org .

Agency

Contact Information

Union Pacific Railroad

Rod Carroll
1400 Douglas St Stop 1690
Omaha NE 68179
402-544-2255
rscarroll@up.com

United States Postal Service

Jason Eddleman
303-853-6025
Jason.G.Eddleman@usps.gov

Welby Citizen Group

Norma Frank
7401 Race St
Denver CO 80229
(303) 288-3152
nfrank@coloradolighting.com

WESTMINSTER SCHOOL DISTRICT #50

Jackie Peterson
7002 Raleigh Street
WESTMINSTER CO 80030
720-542-5100
jpeterson@adams50.org

301 W 60TH PLACE LLC
500 E 62ND AVE
DENVER CO 80216-1133

BNSF RAILWAY COMPANY
C/O PROPERTY TAX DEPT
PO BOX 961089
FORT WORTH TX 76161-0089

5445 BANNOCK LIMITED LIABILITY LIMITED
PARTNERSHIP/C/O PATRICIA B MURRAY
7700 E ILIFF AVE SUITE F
DENVER CO 80231-5304

BNSF RAILWAY COMPANY
C/O PROPERTY TAX DEPT
PO BOX 961089
FORT WORTH TX 96161-0089

ADKINS AND BERRY ENTERPRISES LLC
808 FOX HOLLOW LN
GOLDEN CO 80401-0908

BRANNAN SAND AND GRAVEL COMPANY LLC
2500 BRANNAN WAY
DENVER CO 80229-7029

ALTERNATIVE AUTO SOLUTIONS LLC
1064 S MOBILE ST
AURORA CO 80017-3172

BRODERICK INVESTMENT COMPANY
C/O TOM CONNOLLY
950 SPRUCE ST STE 1C
LOUISVILLE CO 80027-1977

APPLEBROOK RLLP
3250 IRIS COURT
WHEAT RIDGE CO 80033

BRODERICK INVESTMENT COMPANY
C/O CONNOLLY ROSANIA AND LOFSTEDT PC
PO BOX 68
LAFAYETTE CO 80026-0068

APPLEBROOK RLLP
3250 IRIS ST
WHEAT RIDGE CO 80033

CAGSPI 500 LLC
1440 BLAKE ST STE 320
DENVER CO 80202-1489

ARKANSAS BANDAG CORPORATION
PO BOX 10048
FORT SMITH AR 72917-0048

CENTERCORE DISTRIBUTION CENTER LLC
601 S FIGUEROA ST STE 2150
LOS ANGELES CA 90017-5787

BELIVEAU HOLDINGS LLC
16621 HORIZON DR
BRIGHTON CO 80601-4200

CI DEN I-GW LLC
C/O TAX DEPT.
AURORA CO 80014-3509

BLUEWATER INVESTMENTS LLC
383 W 56TH AVE
DENVER CO 80216-1621

DENVER AND RIO GRANDE WESTERN RR COMPANY
THE/C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST STOP 1640
OMAHA NE 68179-1001

BNSF RAILWAY COMPANY
PROPERTY TAX DEPT
PO BOX 961089
FT WORTH TX 76161-0089

FIRST INDUSTRIAL LP
8200 PARK MEADOWS DR ST 8226
LONE TREE CO 80124-2746

FR MASSACHUSETTS 7 LLC
8200 PARK MEADOWS DR STE 8226
LONE TREE CO 80124-2768

NORTH BROADWAY VENTURES LLC
12412 YORK ST
THORNTON CO 80241-2741

FREIGHTLINK OF COLORADO LLC
241 W 56TH AVE
DENVER CO 80216-1619

NORTHWESTERN TERMINAL
RAILROAD CO
NEED ADDRESS

FURNITURE ROW COLO LLC
5651 BROADWAY
DENVER CO 80216-1021

P AND J TRUJILLO LLLP
13804 SAGAR DR
BROOMFIELD CO 80023-3976

HUNT FAMILY PARTNERSHIP LLLP
PO BOX 16342
DENVER CO 80216-0342

ROSEBEN HS LLC
615 GARLAND WAY
BRENTWOOD CA 94513-2632

KOPPERS INDUSTRIES INC
1750 KOPPERS BUILDING
PITTSBURGH PA 15219-1818

SOUTH PLATTE CAPITAL LLC
10 HUNTWICK LN
CHERRY HILLS VILLAGE CO 80113-7109

KUNZMAN INVESTMENT GROUP LLC
12605 E 116TH CT
HENDERSON CO 80640-9271

SPANO PHILLIP J AND
SPANO RUTH F
PO BOX 40
HENDERSON CO 80640-0040

MARMON/KEystone CORPORATION
225 E CUNNINGHAM ST
BUTLER PA 16003

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1700 FARNAM STREET 10TH FLOOR SOUTH
OMAHA NE 68102-2010

MARMON/KEystone CORPORATION
225 E CUNNINGHAM ST
BUTLER PA 16001-6018

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS STOP 1640
OMAHA NE 68179-1640

MOUNTAIN STATES PACKAGING LLC
7373 WASHINGTON ST
DENVER CO 80229-6301

UNION PACIFIC RAILROAD COMPANY
C/O PROPERTY TAX DEPARTMENT
1400 DOUGLAS ST
OMAHA NE 68179-1001

NOBO 58 LLC
2717 S MARION CIR
DENVER CO 80210-5914

UNIVAR USA INC
3075 HIGHLAND PKWY STE 200
DOWNERS GROVE IL 60515-5560

VANCE BROTHERS INC
5201 BRIGHTON AVE
KANSAS CITY MO 64130-3196

MARTINEZ THOMAS B AND
MARTINEZ MARGARET
OR CURRENT RESIDENT
6041 HURON ST
DENVER CO 80221-6639

WIDHALM DAVID
1321 DELAWARE ST
DENVER CO 80204-2704

CURRENT RESIDENT
5941 BROADWAY STE 1
DENVER CO 80216-1007

WSDB 550 LLC
14689 HARRISON ST
BRIGHTON CO 80602-7749

CURRENT RESIDENT
5941 BROADWAY STE 2
DENVER CO 80216-1007

WSM 5925 BROADWAY LLC
1601 S SHERIDAN ST
WICHITA KS 67213-1339

CURRENT RESIDENT
5943 BROADWAY STE 1
DENVER CO 80216-1010

BLUEWATER INVESTMENTS LLC
OR CURRENT RESIDENT
383 W 56TH AVE
DENVER CO 80216-1621

CURRENT RESIDENT
5943 BROADWAY STE 2
DENVER CO 80216-1010

IORE PARTNERS LLC
OR CURRENT RESIDENT
730 W 62ND AVE
DENVER CO 80216-1020

CURRENT RESIDENT
301 W 60TH PL
DENVER CO 80216-1011

FREIGHTLINK OF COLORADO LLC
OR CURRENT RESIDENT
241 W 56TH AVE
DENVER CO 80216-1619

CURRENT RESIDENT
380 W 62ND AVE
DENVER CO 80216-1016

FURNITURE ROW COLO LLC
OR CURRENT RESIDENT
5651 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5945 BROADWAY STE A
DENVER CO 80216-1017

HYDRO ROCKY MOUNTAIN REAL ESTATE LLC
C/O JAMES SHAFFER
OR CURRENT RESIDENT
115 W 56TH AVE
DENVER CO 80216-1617

CURRENT RESIDENT
5945 BROADWAY STE B
DENVER CO 80216-1017

JONES CARL L AND
JONES ALICIA C
OR CURRENT RESIDENT
150 W 60TH PL
DENVER CO 80216-1008

CURRENT RESIDENT
5945 BROADWAY STE C
DENVER CO 80216-1017

CURRENT RESIDENT
602 W 62ND AVE
DENVER CO 80216-1019

CURRENT RESIDENT
5867 BROADWAY UNIT 2A
DENVER CO 80216-1024

CURRENT RESIDENT
690 W 62ND AVE
DENVER CO 80216-1019

CURRENT RESIDENT
5871 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5603 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5901 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5631 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5909 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5641 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5915 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5671 BROADWAY
DENVER CO 80216-1021

CURRENT RESIDENT
5919 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5811 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5921 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5861 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5925 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5867 BROADWAY
DENVER CO 80216-1024

CURRENT RESIDENT
5935 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5867 BROADWAY UNIT 2
DENVER CO 80216-1024

CURRENT RESIDENT
5939 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5947 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
6001 BROADWAY
DENVER CO 80216-1028

CURRENT RESIDENT
5947 BROADWAY UNIT B
DENVER CO 80216-1026

CURRENT RESIDENT
5775 BROADWAY ST
DENVER CO 80216-1036

CURRENT RESIDENT
5961 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5957 BROADWAY UNIT A
DENVER CO 80216-1043

CURRENT RESIDENT
5969 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5957 BROADWAY UNIT B
DENVER CO 80216-1043

CURRENT RESIDENT
5971 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5702 LIPAN ST
DENVER CO 80216-1044

CURRENT RESIDENT
5975 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5880 LIPAN ST
DENVER CO 80216-1049

CURRENT RESIDENT
5977 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
645 W 53RD PL
DENVER CO 80216-1600

CURRENT RESIDENT
5981 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
465 W 56TH AVE
DENVER CO 80216-1602

CURRENT RESIDENT
5985 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5285 FOX ST STE A
DENVER CO 80216-1609

CURRENT RESIDENT
5995 BROADWAY
DENVER CO 80216-1026

CURRENT RESIDENT
5285 FOX ST STE B
DENVER CO 80216-1609

CURRENT RESIDENT
5285 FOX ST STE C
DENVER CO 80216-1609

CURRENT RESIDENT
385 W 56TH AVE STE B
DENVER CO 80216-1631

CURRENT RESIDENT
445 W 53RD PL
DENVER CO 80216-1611

CURRENT RESIDENT
156 W 56TH AVE
DENVER CO 80216-1632

CURRENT RESIDENT
585 W 53RD PL
DENVER CO 80216-1613

CURRENT RESIDENT
5980 LIPAN ST
DENVER CO 80221-3449

CURRENT RESIDENT
550 W 53RD PL STE 3
DENVER CO 80216-1615

CURRENT RESIDENT
5890 PECOS ST
DENVER CO 80221-6645

CURRENT RESIDENT
550 W 53RD PL STE A
DENVER CO 80216-1615

CURRENT RESIDENT
550 W 53RD PL STE B
DENVER CO 80216-1615

CURRENT RESIDENT
305 W 56TH AVE
DENVER CO 80216-1621

CURRENT RESIDENT
5445 BANNOCK ST
DENVER CO 80216-1624

CURRENT RESIDENT
500 W 53RD PL UNIT B
DENVER CO 80216-1627

CURRENT RESIDENT
385 W 56TH AVE STE A
DENVER CO 80216-1631



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Ballot Printing System
FROM: Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
AGENCY/DEPARTMENT: Clerk and Recorder
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the Agreement with Runbeck Election Services Inc., for the Sentio Ballot Printing System.

BACKGROUND:

The Adams County Clerk and Recorder - Elections Department currently owns 25 Ballot on Demand printers from Runbeck Election Services, Inc., that enable the on-demand printing of ballots at County Voter Service and Polling Centers during election cycles. Utilization of this equipment and software allows the Elections Department to reduce the consumption of paper and card stock by not having excess ballots on hand.

The Elections Department deploys one Ballot on Demand printer to each Voter Service and Polling Center during the election cycle. New statutory requirements determine a minimum of 23 Voter Service and Polling Centers are required in addition to a backup location. The Election Department also provides Ballot on Demand services in the election office, as requested by voters throughout the election cycle. With the increase of required Voter Service and Polling Centers the Election office requests to procure 3 additional Ballot on Demand printers to effectively serve the voters of Adams County.

A formal Request for Proposal (RFP) was issued February 4, 2020 on BidNet for Ballot on Demand Printing/ Services. The County Manager approved an Agreement with Runbeck Election Services, Inc. in the amount of \$243,000 for the purchase of Sentio machines and three years of maintenance. The agreement breaks down as follows:.

	Amount 2020-2021	Amount 2021-2022	Amount 2022-2023	Amount 2023-2024	Totals
Original Agreement	\$168,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$243,000.00
Amendment One 2022			\$36,000.00	\$4,500.00	\$40,500.00
Totals	\$168,000.00	\$25,000.00	\$61,000.00	\$29,500.00	\$283,500.00

The recommendation is to approve Amendment One to the Agreement with Runbeck Election Services Inc., to add-on \$40,500 for the three ballot printing machines and a year of maintenance to the 2022 and 2023 ballot printing years for a total not to exceed Agreement amount of \$283,500.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Elections Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 00001

Cost Center: 1022

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various	10222201	\$36,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<hr/> \$36,000.00

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed:

☐ **YES**

☐ **NO**

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE IN THE AMOUNT OF \$40,500.00
TO THE AGREEMENT BETWEEN ADAMS COUNTY AND
RUNBECK ELECTION SERVICES, INC. FOR THREE ADDITIONAL SENTIO MACHINES
AND ONE YEAR OF MAINTENANCE

WHEREAS, on May 22, 2020, the County Manager approved an Agreement with Runbeck Election Services Inc., to provide Sentio Ballot Printing Machines and three years of maintenance for Ballot on Demand Printers and Service; and,

WHEREAS, Runbeck Election Services Inc., agrees to add an additional three ballot printing machines and a year of maintenance for the Ballot on Demand Printers and Service project; in the amount of \$40,500.00, for a total not to exceed Agreement amount of \$283,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One in the amount of \$40,500.00, to the Agreement between Adams County and Runbeck Election Services Inc., to provide three additional ballot machines and one year of maintenance for the Ballot on Demand Printers and Service project is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Runbeck Election Services Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: March 29, 2022
SUBJECT: Construction Manager/General Contractor Services for the Adams County District Attorney Building Project
FROM: Alisha Reis, County Manager Byron Fanning, Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
AGENCY/DEPARTMENT: Facilities and Fleet Management Department
HEARD AT STUDY SESSION ON: N/A
AUTHORIZATION TO MOVE FORWARD: <input type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves Amendment One to the Agreement with FCI Constructors, Inc., to provide Construction Manager/General Contractor (CM/GC) Services for the Adams County District Attorney Building Project.

BACKGROUND:

The District Attorney Building Project has an objective to accommodate the growing needs for the District Attorney operations with efficient space utilization and adequate working space for staff. The District Attorney building project includes renovations and tenant improvements to accommodate more office space on the second and third floors of the District Attorney building.

On November 16, 2021, the Board of County Commissioners approved the award of an Agreement for Construction Manager / General Contractor Services (CMGC) with FCI Constructors, Inc. for the Adams County District Attorney Building Project.

Agreement	Project	Date approved	Amount
Original	Preconstruction	November 16, 2021	\$ 3,000.00
Amendment One	Guaranteed Maximum Price		\$611,348.00
Proposed Project Total			\$614,348.00

It is recommended that the Board of County Commissioners approves Amendment One with FCI Constructors, Inc. for the Adams County District Attorney Building Project for the Guaranteed Maximum Price of \$611,348.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Facilities and Fleet Management Department

ATTACHED DOCUMENTS:

Resolution

FISCAL IMPACT:

Please check if there is no fiscal impact ☐. If there is fiscal impact, please fully complete the section below.

Fund: 004**Cost Center:** 3098

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
Total Revenues:			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	30989055	30982109	1,500,000
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			

New FTEs requested: ☐ YES ☒ NO**Future Amendment Needed:** ☐ YES ☒ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE IN THE AMOUNT OF \$611,348.00 TO
THE AGREEMENT BETWEEN ADAMS COUNTY AND FCI CONSTRUCTORS, INC., FOR
CONSTRUCTION MANAGER GENERAL CONTRACTOR SERVICES FOR THE ADAMS
COUNTY DISTRICT ATTORNEY BUILDING PROJECT

WHEREAS, on November 16, 2021, FCI Constructors, Inc., was awarded an Agreement for Construction Manager / General Contractor (CMGC) Services for the Adams County District Attorney Building Project; and,

WHEREAS, FCI Constructors, Inc., agrees to provide renovation services for the Adams County District Attorney Building Project in the amount of \$611,348.00, for a total not to exceed Agreement amount of \$614,348.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One in the amount of \$611,348.00 to the Agreement, between Adams County and FCI Constructors, Inc., to provide Construction Manager General Contractor Services for the Adams County District Attorney Building Project is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment One to the Agreement with FCI Constructors, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: PLN2022-00004

CASE NAME: Bennett Station DA Amendment

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EXHIBIT 3- Applicant Information

- 3.1 Written Explanation
- 3.2 Development Agreement
- 3.3 Amendment to Development Agreement

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- 4.1 Public Hearing Notice
- 4.2 Property Owner Labels
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- 4.4 Response from City of Aurora
- 4.5 Response from Bennett Fire



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

March 29, 2022

CASE No.: PLN2022-00004	CASE NAME: Bennett Station DA Amendment
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Owner's Name:	Crestone Peak Resources Midstream, LLC
Applicant's Name:	Nancy Floyd
Applicant's Address:	34501 E. Quincy Ave., Building #1, Watkins, CO 80137
Location of Request:	1631 Manilla Road
Nature of Request:	Amendment to the Development Agreement for Bennett Station to Allow 24/7 Delivery of Crude Oil Through December 2022
Zone District:	Agriculture-3 (A-3)
Site Size:	143.7 acres
Proposed Uses:	Central Delivery Point Facility
Existing Uses:	Central Delivery Point Facility
Hearing Date(s):	BOCC: March 29, 2022/ 9:30 am
Report Date:	March 22, 2022
Case Manager:	Jen Rutter

SUMMARY OF APPLICATION

Background:

The Bennett Station central delivery point facility was approved, along with 21 miles of crude oil pipeline, on April 2, 2019, in case RCU2018-00048. The owner, Civitas Resources, is requesting an amendment to the Development Agreement, which would allow for operation of the facility 24 hours a day, 7 days per week through December 31, 2022. Crestone Peak Resources Midstream, has recently acquired the Bennett Station facility from DJ South Gathering LLC, a subsidiary of ARB Midstream. Crestone Peak Resources Midstream is a subsidiary of Civitas Resources and is the new operator of the facility.

Oil is currently transported to the facility via trucks and then is conveyed through a 16" pipeline to the Magellan Crude Oil Terminal located in Weld County. According to the applicant, Civitas has steady drilling and completions operations in the area and is expected to grow production.

This increase in production of oil and gas has led to the need to construct infrastructure to transport the oil and gas products through a pipeline gathering system rather than trucks. Civitas is requesting the extended hours of operation of the facility to accommodate the growth in production until the gathering system is at least partially completed. Currently, the facility is permitted to accept truck traffic from 6:00 AM to 10:00 PM. If the extended hours of operation are not approved, the trucks will be forced to make the much longer trip to other terminals in Weld County.

Site Characteristics and Surrounding Properties:

Bennett Station sits on a 144-acre parcel located north of I-70 and south of Colfax Avenue, just west of Manilla Road. Bennett Station provides the infrastructure and storage to transload crude oil for the gathering pipelines and trucks for transportation into the approved pipeline. The facility can store a total of 28 million gallons of crude oil in tanks up to 56 feet in height.

There is an RV & Boat Storage facility located directly to the north of the station. The surrounding properties are mainly used for agricultural purposes.

Development Standards and Regulations Requirements:

Development Agreement

As part of the original Conditional Use Permit approval for the 21-mile pipeline and central delivery point facility, the applicant entered into a Development Agreement (Exhibit 3.2) with the County. The development agreement addresses pre-construction requirements, construction and operational standards of the pipelines, maintenance, and hours of operation for the Bennett Station facility. Section 8.a. of the agreement states:

“Hours of operation at Bennett Station (employees present) will in general be 6:00 AM to 6:00 PM Monday through Friday. Deliveries of crude oil will generally be made between the hours of 6:00 AM and 10:00 PM, 7 days per week. In the case of an emergency, such as a pipeline outage or force majeure event, deliveries may occur 24 hours per day for up to 3 days.”

The operator is proposing an amendment to Section 8.a. of the Development Agreement (Exhibit 3.3), which would state:

*“Hours of operation at Bennett Station (employees present) will in general be 6:00 AM to 6:00 PM Monday through Friday. **Deliveries of crude oil will be made twenty-four hours a day, 7 days a week until December 31, 2022. After December 31, 2022, deliveries of crude oil will return to 6:00 AM and 10:00 PM.** In the case of an emergency, such as a pipeline outage or force majeure event, deliveries may occur 24 hours per day for up to 3 days.”*

CITIZEN COMMENTS

Notifications Sent	Comments Received
24	1

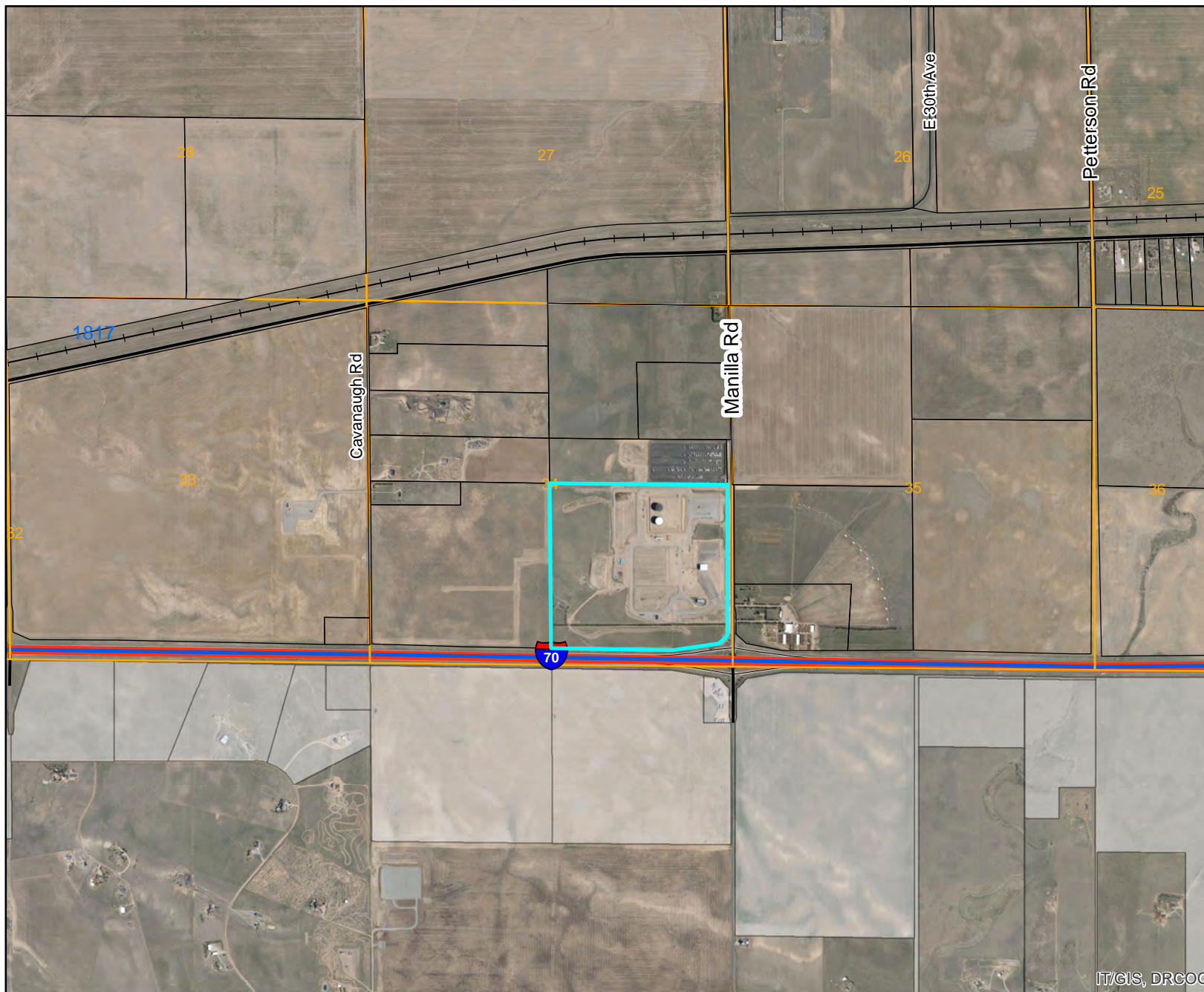
All property owners and occupants within a half-mile of the subject property were notified of the request and public hearing. Staff has received one public comment asking for additional information on the request.

COUNTY STAFF COMMENTS

The County's Oil & Gas Liaison provided comments that there are at least three well pads being developed simultaneously within the city limits of Aurora that will produce significant volumes of crude oil. These are currently being drilled and completed with valid approvals from the Colorado Oil and Gas Conservation Commission (COGCC) and the City of Aurora. If the extended hours of operation are not approved, the increase in truck traffic caused by trucks making the longer trip to other terminals in Weld County, will have impacts to County roadways, cause potential nuisance impacts to surrounding residents, result in more truck emissions, and increase potential hazards from any spill or release from the trucks (these are unlikely but possible). Noise, light, and dust impacts will be minimal given the proximity to I-70. For reference, the County does not limit hours of operation at oil and gas well pad facilities and those sites can operate continuously for longer and in more densely developed areas.

REFERRAL AGENCY COMMENTS

Bennett Fire Rescue and the City of Aurora were notified of the request and did not have any concerns.



Legend

- +— Railroad
- Major Water
- Zoning Line
- Sections

Zoning Districts

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

IT/GIS, DRCOG

Bennett Station DA Amendment

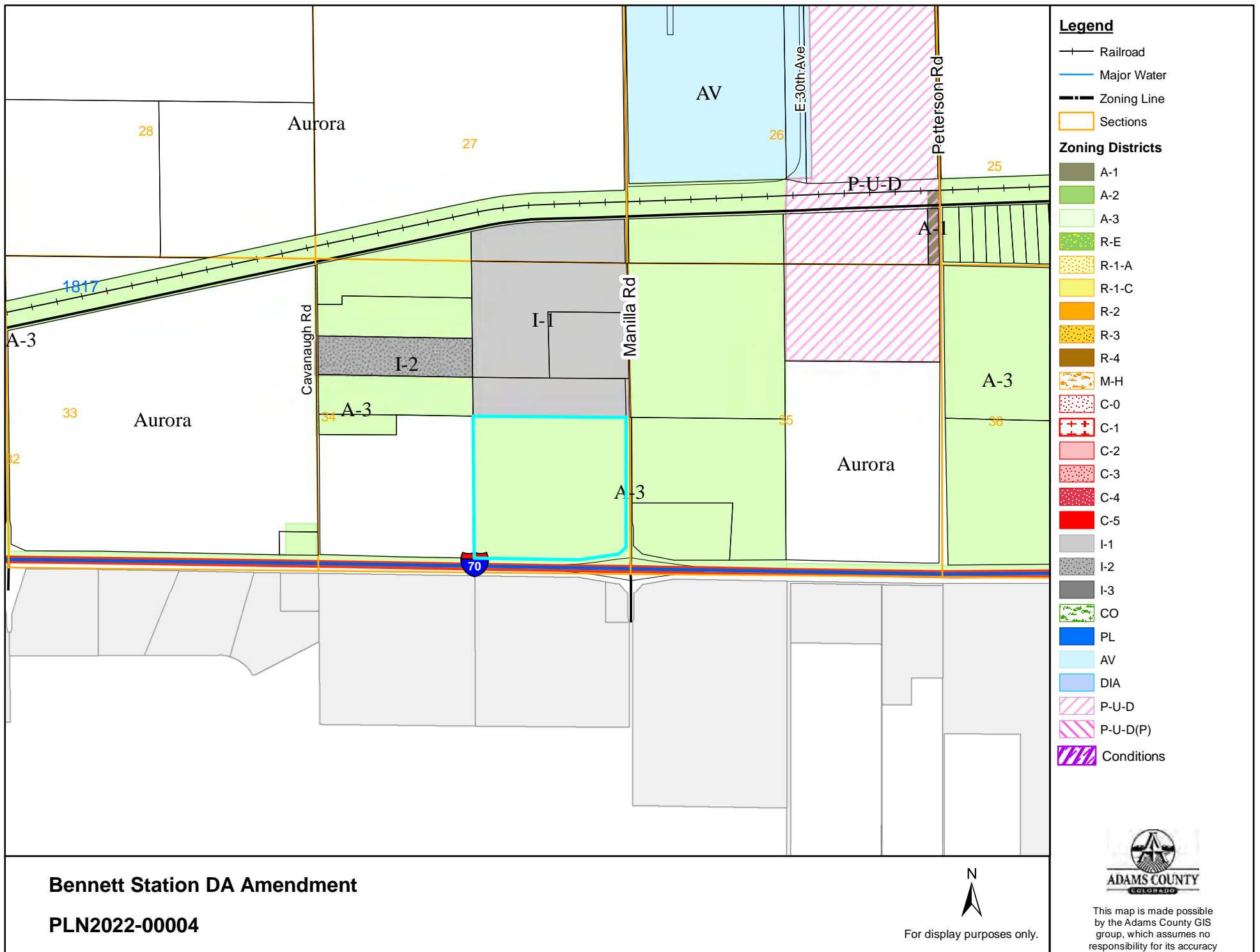
PLN2022-00004



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

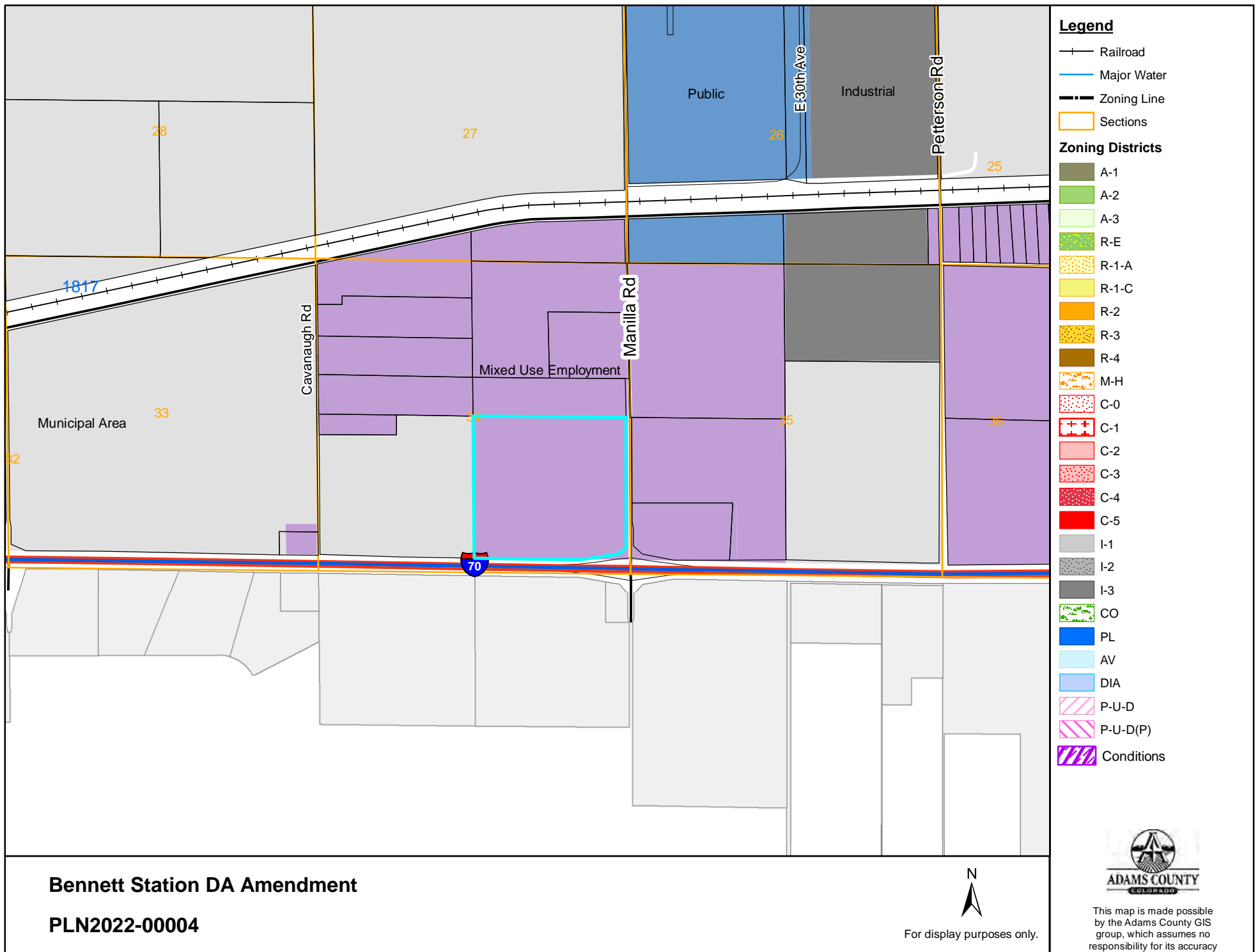


Exhibit 3.1

March 10, 2022

To Jen Rutter and the Adams County Board of County Commissioners –

Thank you for considering an amendment to the Development Agreement between DJ South Gathering LLC and Adams County (Case #RCU2018-00048) to allow for 24-hour operations of the Bennett Terminal until the end of 2022. Civitas Resources is in the process of acquiring this facility from DJ South Gathering LLC (DJSJ), a subsidiary of ARB Midstream. Once this transaction is closed, expected to be on or around March 11th, DJSJ will transition operations over to Crestone Peak Midstream, a subsidiary of Civitas Resources. Additionally, upon closing Crestone Peak Midstream/Civitas will immediately commence construction of an oil gathering system that will allow for the majority of the oil produced in this area to be transported to the terminal via pipe rather than truck. This project, estimated to cost \$30-\$40MM is expected to be completed in the first quarter of 2023. It will allow for a significant reduction of truck traffic into and out of the terminal and thus a reduced overall impact on the surrounding community.

In the meantime, Civitas currently has steady drilling and completions operations in the area and is expected to continue to grow production. Therefore, Crestone Peak Midstream/Civitas needs to extend the operating hours of the terminal to accommodate this growing production profile until the aforementioned gathering system is partially completed. If this temporary expansion of the operating hours is not approved, Civitas will have to truck the additional oil to other terminals in Weld County, further adding cost, traffic, and overall community impacts. The added impact of the 24-hour operations, as compared to the current hours of 6:00am to 10:00pm, will be minimal. The trucks will continue to exit off of I-70 and enter into the terminal about 200 yards north of the Interstate away. No housing is located near the terminal entrance and/or the exit ramp. Therefore the additional noise at night should have little variance to the baseline I-70 traffic and noise that flows all day and night. The terminal will continue to be monitored 24 hours a day.

Thank you again for your consideration.

A handwritten signature in black ink, appearing to be 'JTY' or similar, is written below the text.

I. DEVELOPER'S OBLIGATIONS:

1. Pre-Construction Activities. Prior to site disturbance and commencing construction in the County, Developer Shall:
 - a. Apply for the applicable construction permits.
 - b. Prepare a Storm Water Management Plan. Storm Water Best Management Practices ("BMPs") will be implemented for the construction phase to capture and treat onsite Storm Water runoff in accordance with the requirements for the Storm Water Management Plan for the Project.
 - c. Prepare a Traffic Control Plan for portions of the Project within County road right-of-way and obtain written approval of the plan from Adams County Transportation Department prior to the commencement of construction within County road right-of-way. The Traffic Control Plan shall detail any impacts to the applicable right-of-way during the construction of the Project, including but not limited to, lane closures, access from County right-of-way to construction areas, hours of operation, etc. The Traffic Control Plan shall be prepared in a way to minimize impacts to adjacent property owners during the construction period. The Developer shall be responsible to implement any necessary corrections of the Traffic Control Plan.
 - d. Secure applicable local, state and federal permits for the Project and submit copies of these permits to the County.
 - e. Secure Adams County Right-of-Way permits prior to constructing crossings, which shall not be unreasonably withheld or delayed.
 - f. Submit copies of all executed easements and property deeds for the Project to the County.
 - g. Contact and use commercially reasonable efforts to work with Xcel Energy and United Power regarding any possible encroachment the Project may have on Xcel Energy's or United Power's pipeline(s) or related facilities.
 - h. Submit copies of approved Xcel Energy license agreements to the County.
 - i. Submit copies of approved Colorado Department of Transportation ("CDOT") Utility Permit for the Crossing of U.S. Highway 36 to the County.
 - j. Submit engineering plans and a development agreement for public improvements to widen Manilla Road to a total width of 70 feet from the centerline of Manilla Road, which shall include an additional traffic lane, curb, gutter, and sidewalk along the west side of Manilla Road ("Public Improvements"). The Public Improvements shall be designed and constructed in accordance with Chapter 7 of the Adams County Development Standards and Regulations. Developer shall furnish to the County a bond or other acceptable collateral ("Collateral"), releasable only by the County to guarantee compliance with the development agreement for public improvements prior to issuance of construction or building permits for the CDP site.
2. Construction Activities. During construction, Developer shall:
 - a. Construct the Project in accordance with the CUP.
 - b. Manage Stormwater in accordance with a stormwater management plan ("SWMP") prepared under the Colorado Department of Public Health and Environment ("CDPHE") Colorado Discharge Permitting System ("CDPS") Permit and in accordance with the Clean Water Act National Pollution Discharge Elimination System ("NPDES") regulations and Adams County's Grading Erosion and

Sediment Control standards. Stormwater BMPs will be implemented for the construction phase to capture and treat onsite Storm Water runoff in accordance with the requirements for the SWMP.

- c. During construction, operate at the Project site only from 6:00 AM to 8:00 PM, Monday through Saturday, except during inclement weather and during hydrostatic testing, horizontal directional drilling ("HDD"), and emergency situations that would cause Developer to be out of compliance with any applicable local, state, or federal permit. The County Director of Community and Economic Development may extend the hours and days of operation if Developer makes a request in writing and demonstrates sufficient need.
- d. Implement the approved Traffic Control Plan identified in item 1 (c) of this Agreement.
- e. Comply with guidelines of Section 106 of the National Historic Preservation Act of 1966 in locations that have been identified as federally regulated within the County. Comply with State of Colorado Historical, Paleontological, and Archeological Resources Act of 1973 (C.R.S. §§ 24-80-401 to 410) on all identified state lands within the County. All best management practices and avoidance measures proposed within the approved CUP on lands that are state and federally regulated by the above listed laws will be enforced.
- f. Comply with the terms of the Project's Air Pollution Emissions Notice ("APEN") issued by CDPHE.
- g. Comply with C.R.S. § 42-4-1407, covering loads for all hauling/construction trucks.
- h. Be responsible for the cleanliness and safety of all roadways adjacent to the Project in the event that there are any issues related to the Project during construction. If at any time these roadways are found to be dangerous or not passable due to debris or mud caused by Project activities, the County shall require Developer to cease Project operations immediately in the affected area and clear the roadway of any and all debris or mud. The Project shall not resume until the County deems the roadway conditions acceptable. If Developer fails to keep the adjacent roadways clean and free from debris, Adams County Transportation Department has the option to perform the required clean up and bill the charges directly to Developer.
- i. Be responsible for repairing County infrastructure that is damaged as a result of the construction from the Project. County will make a reasonable effort to provide any locations of County infrastructure to Developer within 30 days of CUP approval. Repairs shall occur as soon as possible, but no later than six (6) months following construction completion, unless an extension is granted by the County for extenuating circumstances. The Developer may submit evidence of the condition of the County's right-of-way at the start and completion of construction in order to demonstrate the pre-construction condition and the post-construction condition of the roadway. Remove and dispose of all fluid spills, such as hydraulic oil from maintenance of equipment, at a facility permitted for such disposal.
- j. Convey all complaints Developer receives concerning off-site impacts and the resolution of those complaints to the Adams County Community and Economic Development Department. Off-site impacts shall be responded to and resolved immediately by Developer. The Adams County Community and Economic Development Department will be the final decision maker regarding the resolution of noise complaints or any other off-site impacts, provided that Developer is provided notice and given an opportunity to be heard. Excessive complaints that are not resolved to the satisfaction of the County may be justification for a Show Cause Hearing before the Adams County Board of County Commissioners.
- k. Ensure that all construction vehicles have a backup alarm that complies with Occupational Safety and Health Administration requirements, 29 CFR 1926.601(b)(4) and 1926.602(a)(9), and/or other remedies (such as flagmen) to minimize noise as approved by the County.
- l. If fuel will be stored at Bennett Station or on any subject properties that are part of the Project, Developer agrees that all fuel storage shall have secondary containment that complies with state law and any appropriate regulatory standards; and protected from storm water; and Developer

- II. shall provide a spill prevention plan and release prevention plan for fuel storage and fueling operations. Spill and drip containment pans shall be emptied frequently, and all spills shall be cleaned up and disposed of immediately at a facility permitted for such disposal.
 - m. Notify the County prior to commencing any snow removal operations within the County's right-of-way. The Developer shall be responsible for any damages to the right-of-way caused by these activities and shall repair damages at its expense within 60 days of receiving notice from the County.
 - n. Screen any storage or staging areas from adjacent residential properties within 100 feet.
 - o. Comply with all applicable local, state, and federal requirements during the course of the project.
 - p. Implement the following BMPs outlined in the Biological Resources Assessment:
 - Horizontal directional drilling shall be used to avoid impacts to wetlands and waterbodies.
 - The Natural Resources Conservation Service (NRCS) shall be consulted when determining seed mixtures and seeding rates for disturbed areas.
 - If any construction is planned to occur between October 15th and July 31st, raptor and bald eagle surveys should be conducted by a qualified biologist prior to disturbance.
 - If initial land disturbance is anticipated from March 15th to October 31st, a resurvey for potential burrowing owl habitat will be conducted. If potential habitat is found, surveys will be conducted in accordance with the Colorado Parks and Wildlife (CPW) protocols prior to the start of construction.
 - If any construction is planned to occur between April 1st to July 31st, field reconnaissance of potential mountain plover habitat should be conducted prior to disturbance.
 - In areas of trenching, any trenches left overnight shall be covered or a means of egress provided for any wildlife that may enter the trench. Trenches should be checked for wildlife daily and if a sensitive species is found or suspected, work should stop while a qualified biologist is contacted to relocate the animal.
 - q. Implement the following Tri-County Health Department water well mitigation measures:
 - If trench dewatering is necessary, the water will be pumped and discharged to alluvia/colluvial sediments close to the stream channel.
 - If discharge of groundwater is necessary during construction, Developer agrees to obtain a discharge permit from CDPHE, Water Quality Control Division.
 - r. Actively eradicate noxious weeds and develop and implement a noxious weed and re-vegetation management plan where there will be ground disturbance due to construction or maintenance activities.
3. Design Requirements.
- a. The Project will be designed to meet or exceed the minimum Federal Safety Standards contained in 49 CFR 195, as applicable, and national engineering design codes for pipelines set forth by the American Society of Mechanical Engineers.
 - b. Pipeline burial depths will meet or exceed federal, state, and applicable engineering standards. The Pipelines will be buried with a minimum of 48-inches of cover where practical.
 - c. Any construction of structures will be designed to meet the 2018 International Fire Code and amendments.
 - d. Ensure the pipeline is located in easements on private property or County owned property and County road crossings shall be as near as possible to right angles. This effective placement of the Pipeline complies with required structure setbacks per 2012 Transportation Plan.

4. Operational Requirements.

- a. The Project will be operated to Federal Safety Standards contained in 49 CFR 195 as well as Developer's operating standards and practices and maintenance procedures as referenced within Developer's CUP application materials submitted to the County for the Project.
- b. The Pipeline will have a corrosion prevention system as detailed within Developer's CUP application materials submitted to the County for the Project.
- c. The Project will have a multi-faceted integrity management program as required under federal pipeline safety standards (49 CFR 195 and ASME B31.4.). The Project will be operated in accordance with all applicable local, state, and federal codes, laws, and regulations, including but not limited to CDOT and CDPHE.

5. Post-Construction and Maintenance Requirements.

- a. Developer agrees to restore any disturbed County-owned lands in compliance with the requirements of applicable easement agreements. In the event that reseedling is unsuccessful in the first growing season, Developer agrees to comply with the terms of the easement agreements during the subsequent growing season. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- b. Developer agrees to restore any disturbed private property in accordance with the applicable easement agreements. In the event that reseedling is unsuccessful in the first growing season, Developer agrees to comply with the terms of the easement agreements to restore the land. The County may grant an extension for good cause, in writing, in the event of unforeseen circumstances.
- c. Plans submitted by Developer to the County for the Project show the Pipeline located outside of the future right-of-way as depicted in the Adams County 2012 Transportation Plan. In the event that the Pipeline is not constructed in accordance with the plans approved by the County and there becomes a conflict with a future roadway expansion project, as the Project is contemplated under the 2012 Transportation Plan, Developer agrees to relocate the Pipeline at its own expense.
- d. The Developer also agrees that the approval of encroachment agreement requests for parking lots and driveways on private property shall not be unreasonably or arbitrarily withheld, in accordance with the terms of the easement agreements for the Project, so long as such encroachment requests do not affect Developer's ability to safely operate its Pipeline.
- e. Developer agrees that it will not disrupt or damage the functionality of any existing drainage facilities.
- f. Developer agrees to submit "as built" construction drawings to the Adams County Community and Economic Development Department and Public Works Department within 180 days of construction completion in accordance with the procedures established by the County.
- g. Developer agrees to submit emergency contact information, emergency response plans, and final maps of the Project, including all associated valves and Pipeline components, to the local fire

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into by and between the **COUNTY OF ADAMS**, a political subdivision of the State of Colorado, hereinafter called ("County"), and **DJ SOUTH GATHERING, LLC**, a Colorado limited liability company, 1600 Broadway, Suite 2400, Denver, CO 80202, hereinafter called ("Developer"). County and Developer may be referred to in this Agreement collectively as "Parties" or singularly as "Party."

WITNESSETH:

WHEREAS, Developer desires to construct approximately 21.6 miles of underground steel pipeline and appurtenances (the "Pipeline"), including a central delivery point facility ("Bennett Station") to be located at the northwest corner of I-70 and Manilla Road in Adams County, Colorado, as shown in Exhibit "A" attached hereto (the Pipeline and Bennett Station may be referred to in this Agreement collectively as the "Project"); more particularly described in that certain Conditional Use Permit ("CUP") Application dated September 21, 2018; and

WHEREAS, on September 21, 2018, Developer submitted an application for a Conditional Use Permit ("CUP") to Adams County in accordance with the requirements outlined in Chapter 2 of the Adams County Development Standards and Regulations ("the Regulations"), the CUP Checklist, and requested submittal criteria from the Adams County Areas and Activities of State Interest ("AASI") Checklist; and

WHEREAS, Developer will acquire, if it has not already done so, all necessary right-of-way easements and temporary construction easements to utilize certain real property in the County of Adams, State of Colorado; and

WHEREAS, the County has designated its future road expansion plans in the Adams County Transportation Plan adopted November 2012 ("Transportation Plan"); and

WHEREAS, the County and Developer have planned and designed the Project, so it will not prohibit future development; and so that it will not add cost to the County's future infrastructure plans to support development.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto promise, covenant, and agree as follows:

districts encompassing the Project and to the Adams County Office of Emergency Management before commencing operation of the Pipeline. The Developer shall comply with all other requests for information from the Adams County Office of Emergency Management in accordance with local, state and federal law.

- h. Maintenance of the Project will follow guidelines set forth in Developer's operations and maintenance procedures (referenced in Section 4C of this Agreement), which meet or exceed regulatory requirements. Maintenance activities associated with the Pipeline and permanent easement include, but are not limited to, the following:
 - I. Implementation of a damage prevention program including observation of any construction activities by others on or near the permanent easement;
 - II. Implementation of a public education program;
 - III. Installation and maintenance of Pipeline markers;
 - IV. Inspection and maintenance of corrosion control systems;
 - V. Inspection of block valves;
 - VI. Inspection of crossings by other pipelines, highways, utilities;
 - VII. Inspection and maintenance of safety, control, mechanical, and electrical equipment;
 - VIII. Maintenance of communication equipment; and
 - IX. Calibration of all instruments to comply with United States Department of Transportation regulations.

- 6. Development Impact Fees. There are no development fees associated with this Project.
- 7. Encroachment Upon Future Right-of-Way. In any segment of the Project that is parallel to an Adams County right-of-way, the Pipeline shall be constructed a minimum of five (5) feet from the edge of the maximum future right-of-way width, as designated in the Adams County 2012 Transportation Plan. If the location and existence of Developer's permanent easement precludes development within the maximum future right-of-way width as designated in the Adams County 2012 Transportation Plan Developer's overlapping easement rights shall be subordinated (subject to the then-existing rights of the parties, laws and regulations) to accommodate Adams County's development.
- 8. Conditions Specific to Bennett Station. The following conditions are applicable only to the development of Bennett Station, located at 1614 Manilla Road, Bennett CO, 80102, Parcel # 0181700000105:
 - a. **Hours of Operation.** Hours of operation at Bennett Station (employees present) will in general be 6:00 AM to 6:00 PM Monday through Friday. Deliveries of crude oil will generally be made between the hours of 6:00 AM to 10:00 PM, 7 days per week. In the case of an emergency, such as a pipeline outage or force majeure event, deliveries may occur 24 hours per day for up to 3 days.

If an emergency such as a pipeline outage or force majeure event will last more than 3 days, Developer will notify the County of the increased station utilization and anticipated duration of the emergency.
 - b. **Commercial Well Permit.** Developer agrees to provide a copy of the commercial well permit from the Colorado Division of Water Resources prior to issuance of building permit.
 - c. **Private Improvements.** Developer shall furnish and construct at its own expense and in accordance with drawings and materials approved by the County the improvements described and detailed on Exhibit "A", including parking, landscaping, and fencing according to the Site Plan and Landscape Plan provided in Exhibit "A". Parking and fencing will be installed within nine (9) months of approval of the CUP. Landscaping will be installed within six (6) months of approval

of the building permit. If a Certificate of Occupancy is requested prior to completion of the landscaping, decorative fence, or parking, a bond for 125% of the cost of improvements will be required.

- d. **Public Dedication of Land for Right-of-way Purposes or Other Public Purpose.** Upon approval of this Agreement by the Board of County Commissioners, Developer hereby agrees to convey by deed to the County the following described land for right-of-way or other public purpose:

Right-of-way for Manilla Road to a total width of 70 feet from the centerline of Manilla Road for the entire length of Bennett Station.

9. **Guarantee of Compliance.** Developer hereby agrees that should it fail to comply with the terms of this Agreement, the County is entitled to obtain from the Colorado State District Court for the Seventeenth Judicial District a mandatory injunction requiring said Developer to comply with the terms of this Agreement. Prior to the County seeking such an injunction, Developer will be provided the opportunity to cure any default in accordance with the terms set forth herein. Developer further agrees that failing to comply with the requirements set forth in this Agreement may be justification for a Show Cause Hearing where the CUP Permit may be revoked.
10. **Financial Security.** The County has determined that the only need for guarantee of financial security is Collateral for public improvements as described in item 1 (j). The collateral will be specified in the development agreement for the public improvements.
11. **Successors and Assigns.** The rights granted herein may be assigned in whole or in part, and the terms, conditions, and provisions of this Agreement shall be deemed a covenant running with the real property in perpetuity and shall be binding upon the heirs, executors, personal representatives, successors, and assigns of Developer and of the County.

II. COUNTY'S OBLIGATIONS:

Except as expressly set forth herein, the County shall have no obligations associated with this Agreement.

III. GENERAL PROVISIONS:

1. No Third-Party Beneficiaries. This Agreement is intended to describe and determine such rights and responsibilities only as between the Parties hereto. It is not intended to and shall not be deemed to confer rights or responsibilities to any person or entities not named hereto.
2. Notices. Any and all notices, demands or other communications desired or required to be given under any provision of this Agreement shall be given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid or by email address as follows:

To Developer:

DJ SOUTH GATHERING, LLC
Attn: Land Manager
1600 Broadway, Suite 2400,
Denver, CO 80202

To Adams County:

Director, Adams County Community and Economic Development
4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601

With a copy to:

Adams County Attorney
4430 South Adams County Parkway, 5th Floor, Suite C500B
Brighton, CO 80601

3. Amendments. Should any changes to the CUP be proposed by Developer before, during or after completion of the Project, Developer shall submit the details of those changes to the Adams County Community and Economic Development Director for a determination as to whether those changes constitute a Major or Minor Amendment in accordance with the Regulations.

This Agreement may only be modified, amended, changed or terminated in whole or in part by a separate agreement in writing duly authorized and executed by the Parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

4. Controlling Law. This Agreement and its application shall be construed in an accordance with the laws of the State of Colorado.
5. Default. If either Party is in default under this Agreement, the non-defaulting Party shall provide written notice to said defaulting Party at the address provided in Section 2 immediately above. The defaulting Party shall have 30 days to cure the default, unless an extension is granted in writing by the non-defaulting Party for good cause. The non-defaulting Party may seek all remedies available pursuant to the Agreement and under the law.
6. Costs and Fees. In the event of any litigation arising out of this Agreement, the Parties agree that each Party will pay its own costs and fees.

DEVELOPER:

DJ SOUTH GATHERING, LLC,
a Colorado limited liability company


By: Adam Bedard
Title: Chief Executive Officer

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 15th day of April, 2019, by Adam Bedard, as Chief Executive Officer on behalf of DJ South Gathering, LLC, Colorado limited liability company.

Witness my hand and official seal.


Notary Public
State of Colorado

My Commission Expires: 4/17/19
My Commission Number: 20154015513



APPROVED BY resolution at the meeting of _____, 2019.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk to the Board

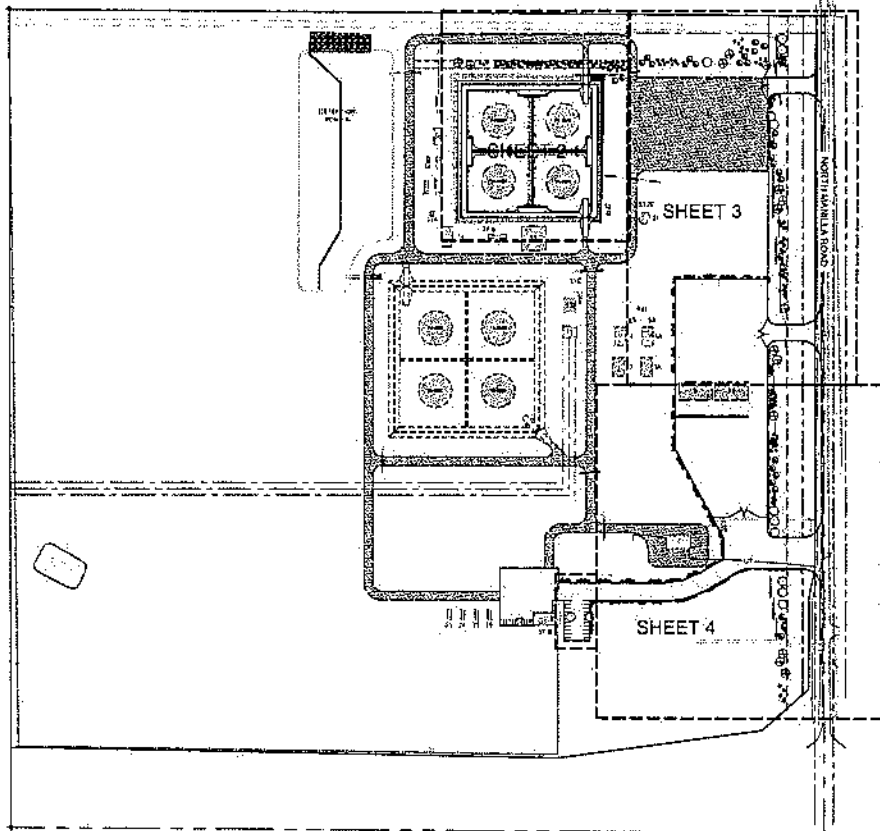
Chairperson

Approved as to form:

Adams County Attorney's Office

EXHIBIT "A"

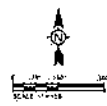
Site Plan and Landscaping Plan for Bennett Station



LEGEND:

- [illegible]

- | | |
|---|-----------------------------|
|  | PRODUCED GARAGE SPACE |
|  | PRODUCED JOINTS/PAVEMENT |
|  | PRODUCED JOINTS/PAVEMENT |
|  | CULTURE BUILDING |
|  | DEFLECTION RAMP |
|  | EXHAUSTION SYSTEM |
|  | SYSTEM CHANGE MADE |
|  | PRODUCED SPECIALTY R.A. BAR |
|  | PRODUCED (PCE) |
|  | PRODUCED SHIELD AND BARRIER |
|  | PRODUCED SETTING SAND |



GENERAL NOTES

1. LOCATION OF ALL PROPOSED TREES AND SHRUBS ON THE PLANS IS TENTATIVE, AND MAY BE LATER REVISITED.
2. THE PROPOSED TREES AND SHRUBS HAVE BEEN CHOSEN BASED ON THE PROJECT'S LAND USE, RECOMMENDATIONS FOR PLANTING, AND OTHER INFORMATION ON THE PROJECT'S LAND USE PLAN.
3. THE PLANTING OF TREES AND SHRUBS WILL BE DEPENDENT ON THE PROJECT'S LAND USE PLAN, THE PROJECT'S LAND USE PLAN, AND THE PROJECT'S LAND USE PLAN.
4. THE PLANTING OF TREES AND SHRUBS WILL BE DEPENDENT ON THE PROJECT'S LAND USE PLAN, THE PROJECT'S LAND USE PLAN, AND THE PROJECT'S LAND USE PLAN.
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MAINTENANCE STANDARDS

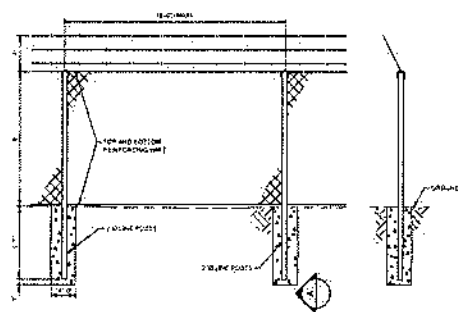
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NATIVE SANDY SOIL MIX

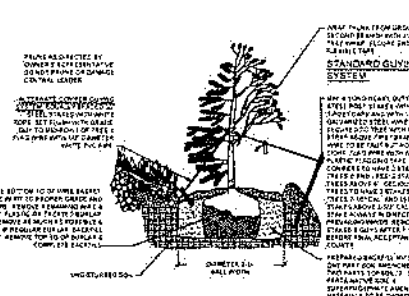
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SEEDING NOTES

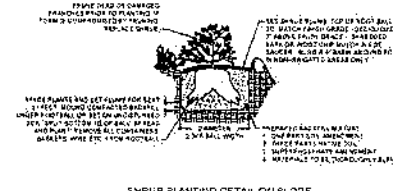
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8" CHAIN LINK SECURITY FENCE WITH (3) STRANDS OF BARBED WIRE



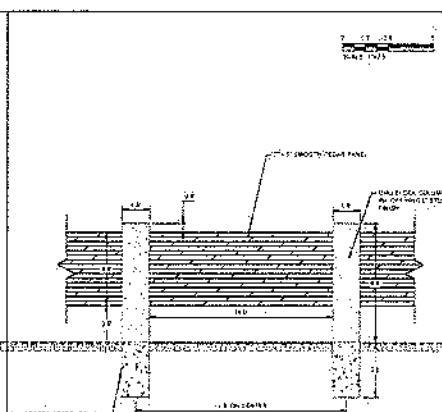
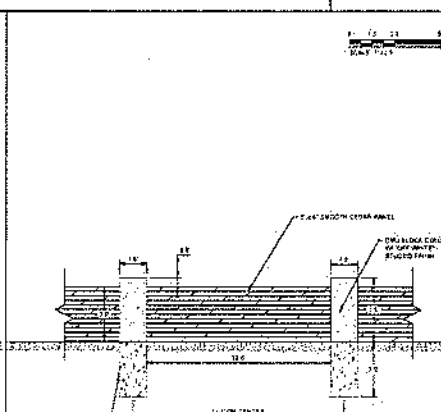
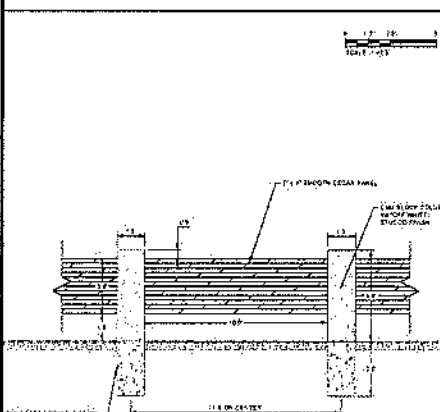
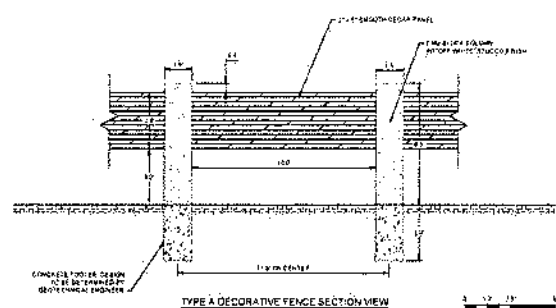
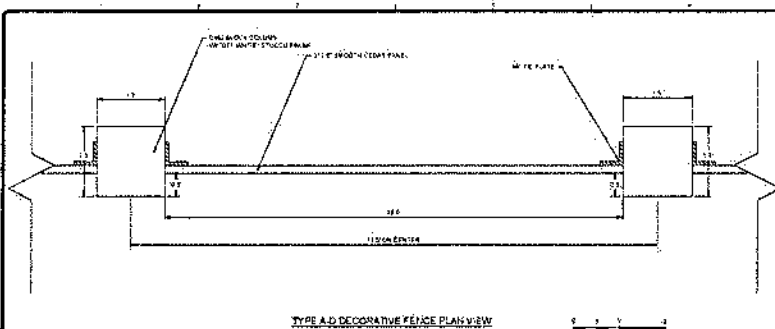
TREE PLANTING DETAIL ON SLOPE



SHRUB PLANTING DETAIL ON SLOPE

TREE PLANTING DETAIL ON SLOPE MAY NOT BE NEEDED EDIT TREE DETAIL FOR LEVEL AREA AS NECESSARY

TETRA TECH	
DATE	10/11/2011
BY	J. J. J.
CHECKED BY	J. J. J.
PROJECT NO.	10111111
PROJECT NAME	LANDSCAPE
PROJECT LOCATION	LANDSCAPE
PROJECT DESCRIPTION	LANDSCAPE
PROJECT STATUS	LANDSCAPE
PROJECT OWNER	LANDSCAPE
PROJECT CONTACT	LANDSCAPE
PROJECT PHONE	LANDSCAPE
PROJECT FAX	LANDSCAPE
PROJECT EMAIL	LANDSCAPE
PROJECT WEBSITE	LANDSCAPE
PROJECT ADDRESS	LANDSCAPE
PROJECT CITY	LANDSCAPE
PROJECT STATE	LANDSCAPE
PROJECT ZIP	LANDSCAPE
PROJECT COUNTRY	LANDSCAPE
PROJECT CONTINENT	LANDSCAPE
PROJECT OCEAN	LANDSCAPE
PROJECT CLIMATE	LANDSCAPE
PROJECT VEGETATION	LANDSCAPE
PROJECT SOIL TYPE	LANDSCAPE
PROJECT WATER TYPE	LANDSCAPE
PROJECT AIR TYPE	LANDSCAPE
PROJECT GROUND TYPE	LANDSCAPE
PROJECT SKY TYPE	LANDSCAPE
PROJECT SUN TYPE	LANDSCAPE
PROJECT MOON TYPE	LANDSCAPE
PROJECT STAR TYPE	LANDSCAPE
PROJECT GALAXY TYPE	LANDSCAPE
PROJECT UNIVERSE TYPE	LANDSCAPE



TETRA TECH

[illegible]

NAME	DATE	LOCATION	41
DAVIDSON, GARY		10000/10000/10000	16
BURDETTE, JACQUE		10000/10000/10000	17
ALLEN, LARRY		10000/10000/10000	18
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		10000/10000/10000	20
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**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN DJ
SOUTH GATHERING, LLC, AND ADAMS COUNTY**

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN DJ SOUTH GATHERING, LLC, AND ADAMS COUNTY (this "First Amendment") is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and Crestone Peak Resources Midstream LLC, located at 34501 E. Quincy Ave., Building 1, Watkins, CO 80137, hereinafter called "Developer" and together hereinafter called "the Parties."

WITNESSETH:

WHEREAS, the Parties are party to that certain Development Agreement (the "Agreement") dated April 2, 2019, County Case Number RCU2018-00048, which laid out certain obligations of the Developer in the construction of the pipeline and Bennett Station; and,

WHEREAS, pursuant to Paragraph 11 of the Agreement, Developer is the successor in interest to DJ South Gathering, LLC in whole; and,

WHEREAS, the Developer is anticipating increasing the production to the Bennett Station and wishes to amend the Agreement to increase the hours of operation; and,

WHEREAS, the parties now wish to amend the Agreement to allow for the increased hours of operation for a set time frame.

NOW, THEREFORE, in consideration of the foregoing, the Parties promise, covenant, and agree as follows:

1. AMENDMENTS. Following sections of the Agreement are amended as follows:

Paragraph 8 (a). Conditions Specific to Bennett Station, Hours of Operation. Hours of operation at Bennett Station (employees present) will in general be 6:00AM to 6:00PM Monday through Friday. Deliveries of crude oil will be made twenty-four hours a day, 7 days a week until December 31, 2022. After December 31, 2022, deliveries of crude oil will return to 6:00AM to 10:00PM. In the case of an emergency, such as a pipeline outage or force majeure event, deliveries may occur 24 hours per day for up to 3 days.

2. RELATIONSHIP TO THE AGREEMENT. Except as modified as by this First Amendment, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written.

[Signature pages follow]

Developer

Crestone Peak Resources Midstream LLC,
a Colorado limited liability company

By: _____

Name: DEAN TINSLEY

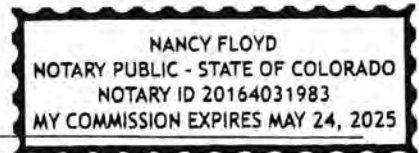
Title: SR VP, OPERATIONS

The foregoing instrument was acknowledged before me this 10th day of MARCH,
2022 by DEAN TINSLEY

My commission expires: 5/24/2025

Address: 555 17th St. Suite 3700
DENVER, CO 80202

Notary Public



APPROVED BY resolution at the meeting of _____, 2022.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Clerk of the Board

Chair

Approved as to form

County Attorney

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6880
FAX 720.523.6967
EMAIL: epermitcenter@adcogov.org

Public Hearing Notification

Case Name:	Bennett Station DA Amendment
Case Number:	PLN2022-00004
Board of County Commissioners Hearing Date:	03/29/2022 at 9:30 a.m.

March 14, 2022

A public hearing has been set by the Adams County Board of County Commissioners to consider the following request:

Amendment to the Bennett Station Development Agreement to allow 24/7 delivery of crude oil through December 2022

This request is located at 1631 Manilla Road on 143.7 acres. The Assessor's Parcel Number: 0181700000105.

Applicant Information:

Nancy Floyd
Civitas Resources
555 17th Street, Suite
3700 Denver, CO 80202

The hearing will be held in the Adams County Hearing Room located at 4430 S. Adams County Pkwy., Brighton CO 80601. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 prior to the meeting date.

For further information regarding this case or to provide comments on the request, please contact Jen Rutter, Planning & Development Manager, Department of Community and Economic Development, 4430 S. Adams County Pkwy., Brighton, CO 80601, jrutter@adcogov.org or 720-523-6841. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at www.adcogov.org/planning/currentcases.

Thank you for your review of this case.

Jen Rutter

Planning & Development Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Lynn Baca
DISTRICT 5

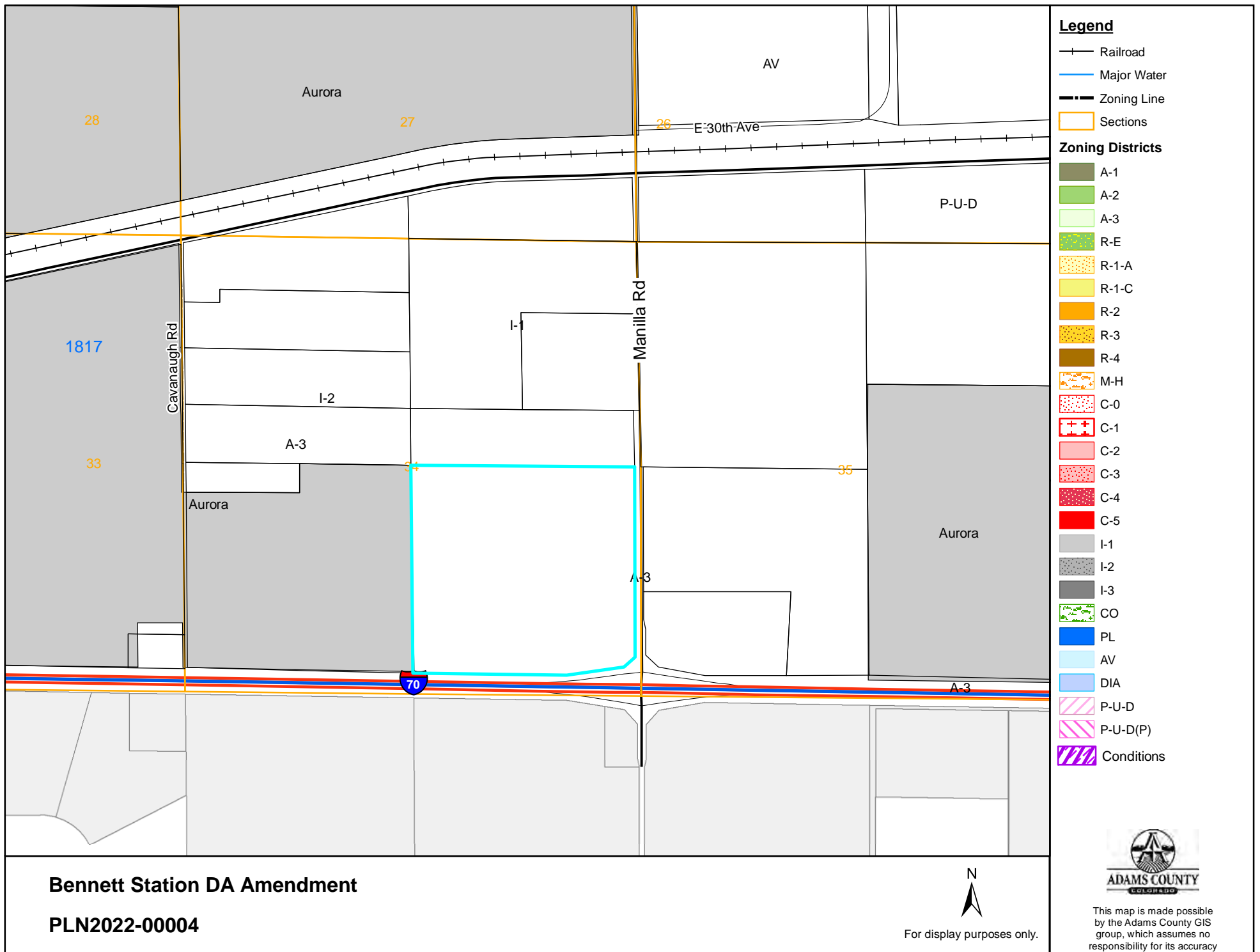


Exhibit 4.2

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY
BRIGHTON CO 80601-8222

SW MANILA LLC
905 W 124TH AVE SUITE 200
WESTMINSTER CO 80234-1716

B & D 6 LLC
PO BOX 210
KIOWA CO 80117-0210

THE LEWIS FAMILY TRUST
24313 N FM 219
STEPHENVILLE TX 76401-9161

B & D LAND COMPANY 600 LLC
PO BOX 210
KIOWA CO 80117-0210

VAN DYK GERRIT A/DOROTHY M AS TRUSTEES
VANDYK GERRIT A/DOROTHY M JT REVOC TRUST
8184 JEWEL LANE NORTH
MAPLE GROVE MN 55311

BENESCH EDWARD JOHN AND
MOGENSEN REBECCA SUEZANNE
1950 CAVANAUGH RD
WATKINS CO 80137-6700

LOPEZ JAVIER
OR CURRENT RESIDENT
1960 CAVANAUGH RD
WATKINS CO 80137-6700

DANHAUER PATRICIA ELAINE FAMILY TRUST
2812 COUNTRYSIDE TRL
KELLER TX 76248-8308

CURRENT RESIDENT
1495 N MANILLA RD
BENNETT CO 80102-8763

DJ SOUTH INFIELD GATHERING LLC
C/O KE ANDREWS
2424 RIDGE RD
ROCKWALL TX 75087-5116

CURRENT RESIDENT
1614 N MANILA RD
BENNETT CO 80102-8868

ELEVATION MIDSTREAM LLC
370 17TH ST STE 5300
DENVER CO 80202-5653

CURRENT RESIDENT
1616 MANILLA RD
BENNETT CO 80102-8868

FRONT RANGE RV STORAGE LLC
6159 S KINCAID ST
BENNETT CO 80102-8304

CURRENT RESIDENT
1616 N MANILA RD
BENNETT CO 80102-8868

LUBERSKI PROPERTIES LLC
310 N HARBOR BLVD STE 205
FULLERTON CA 92832-1954

CURRENT RESIDENT
1631 N MANILA RD
BENNETT CO 80102-8868

RH CHUAPOCO INVESTMENTS LLC
PO BOX 460850
AURORA CO 80046-0850

CURRENT RESIDENT
2121 MANILLA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
2121 N MANILA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
2575 MANILLA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
2575 N MANILA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
2300 CAVANAUGH RD
WATKINS CO 80137-6700

Jen Rutter

From: Cooper Raines <cooper@thecrregroup.com>
Sent: Saturday, March 19, 2022 4:04 PM
To: Jen Rutter
Subject: PLN2022-0004
Attachments: Public hearing notice.pdf

Please be cautious: This email was sent from outside Adams County

Hi Jen,

My name is Cooper Raines, I am a real estate agent here in Eastern CO. I had a client reach out to me with the public hearing notification for the above case (I will attach). I was wondering if there's any additional information you could give me relating to the amendment. Thank you Jen, look forward to hearing from you.

--

Cooper Raines | **BROKER ASSOCIATE**

COLORADO **HOME** REALTY

720.470.8585 MOBILE

720.981.4109 OFFICE

TheCRREGroup.com

Jen Rutter

From: Tibbs, Aja <atibbs@auroragov.org>
Sent: Thursday, March 17, 2022 1:31 PM
To: Jen Rutter
Cc: Brown, Colin
Subject: RE: PLN2022-00004 - Bennett Station Request to Operate 24/7

Please be cautious: This email was sent from outside Adams County

Good Afternoon Jen,

I hope you are doing well on this snowy afternoon! It doesn't sound like we will have any concerns on the proposal, but Colin Brown, our planner with Oil & Gas, sent the following question:

One question is what happens after December 2022? Would Civitas have to go back to Adams County to request another amendment if they wanted to continue 24/7 operations? This is more for my own understanding of the process with Adams County.

I have copied Colin so that you can shorten the email chain and reply all.

Thank you!

Aja Tibbs

Preferred pronouns: she, her, hers

Planner II | Planning and Development Services | City of Aurora
office 303.739.7227



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From: Jen Rutter <JRutter@adcogov.org>
Sent: Tuesday, March 15, 2022 10:42 AM
To: Tibbs, Aja <atibbs@auroragov.org>
Subject: PLN2022-00004 - Bennett Station Request to Operate 24/7

Good morning,

Located at 1631 Manilla Road, the Bennett Station central delivery point facility was approved, along with 21 miles of crude oil pipeline, on April 2, 2019 in case RCU2018-00048. The owner, Civitas Resources, is requesting an amendment to the Development Agreement, which would allow for operation of the facility 24 hours a day, 7 days per week through December 2022.

Since this is just an amendment to an agreement, there is no formal referral process, but I did want to reach out to see if the City of Aurora has any concerns with this request. Please let me know by the end of this week, if possible.

Please let me know if you have any questions!

Thank you,

Jen Rutter

From: Caleb J. Connor <CalebConnor@BennettFireRescue.org>
Sent: Thursday, March 17, 2022 4:56 PM
To: Jen Rutter
Cc: Victoria Flamini
Subject: RE: PLN2022-00004 - Bennett Station Request to Operate 24/7

Please be cautious: This email was sent from outside Adams County

Jen,
Thank you for letting us know, I was out on vacation until today. In principle we do not have any objections to the change request. I think the only thing that might be prudent is to have the applicant just reach out to us to touch base about the change in operations and how the facility will be staffed so we know for response purposes. Otherwise no concerns or objections. Thank you for reaching out to us.



Caleb J. Connor
Battalion Chief - Fire Marshal
Life Safety Division
Bennett-Watkins Fire Rescue

303-644-3572 - Headquarters / 720-893-7672 - Direct
www.BennettFireRescue.org

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From: Jen Rutter <JRutter@adcogov.org>
Sent: Tuesday, March 15, 2022 10:38 AM
To: CalebConnor@BennettFireRescue.org
Subject: PLN2022-00004 - Bennett Station Request to Operate 24/7

Good morning, Caleb,

Located at 1631 Manilla Road, the Bennett Station central delivery point facility was approved, along with 21 miles of crude oil pipeline, on April 2, 2019 in case RCU2018-00048. The owner, Civitas Resources, is requesting an amendment to the Development Agreement, which would allow for operation of the facility 24 hours a day, 7 days per week through December 2022.

Since this is just an amendment to an agreement, there is no formal referral process, but I did want to reach out to see if Bennett Fire has any concerns with this request.

Please let me know if you have any questions!

Thank you,
Jen

Bennett Station DA Amendment PLN2022-00004

Community & Economic Development Department

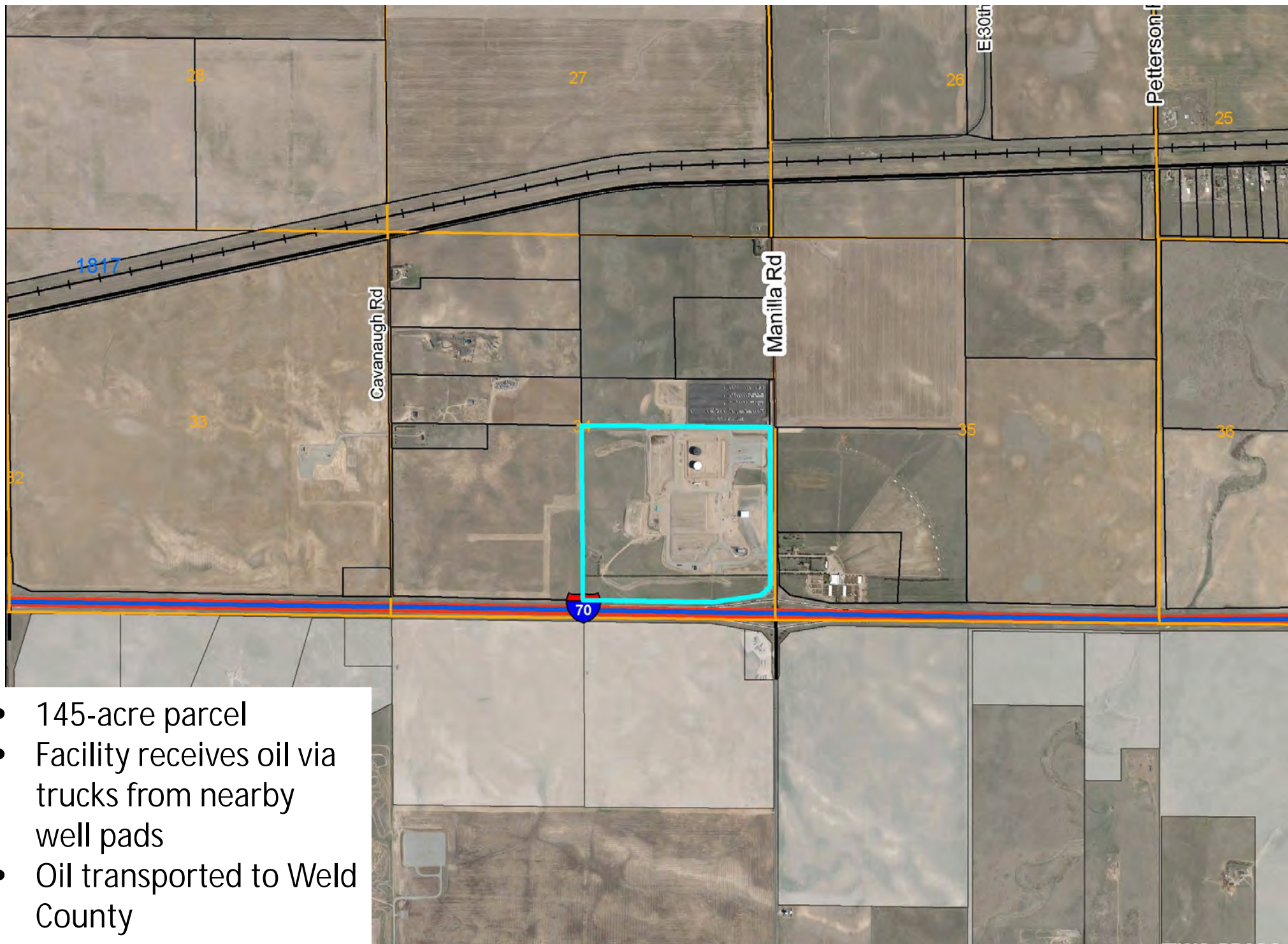
March 29, 2022

Presented by: Jen Rutter, Planning & Development Manager

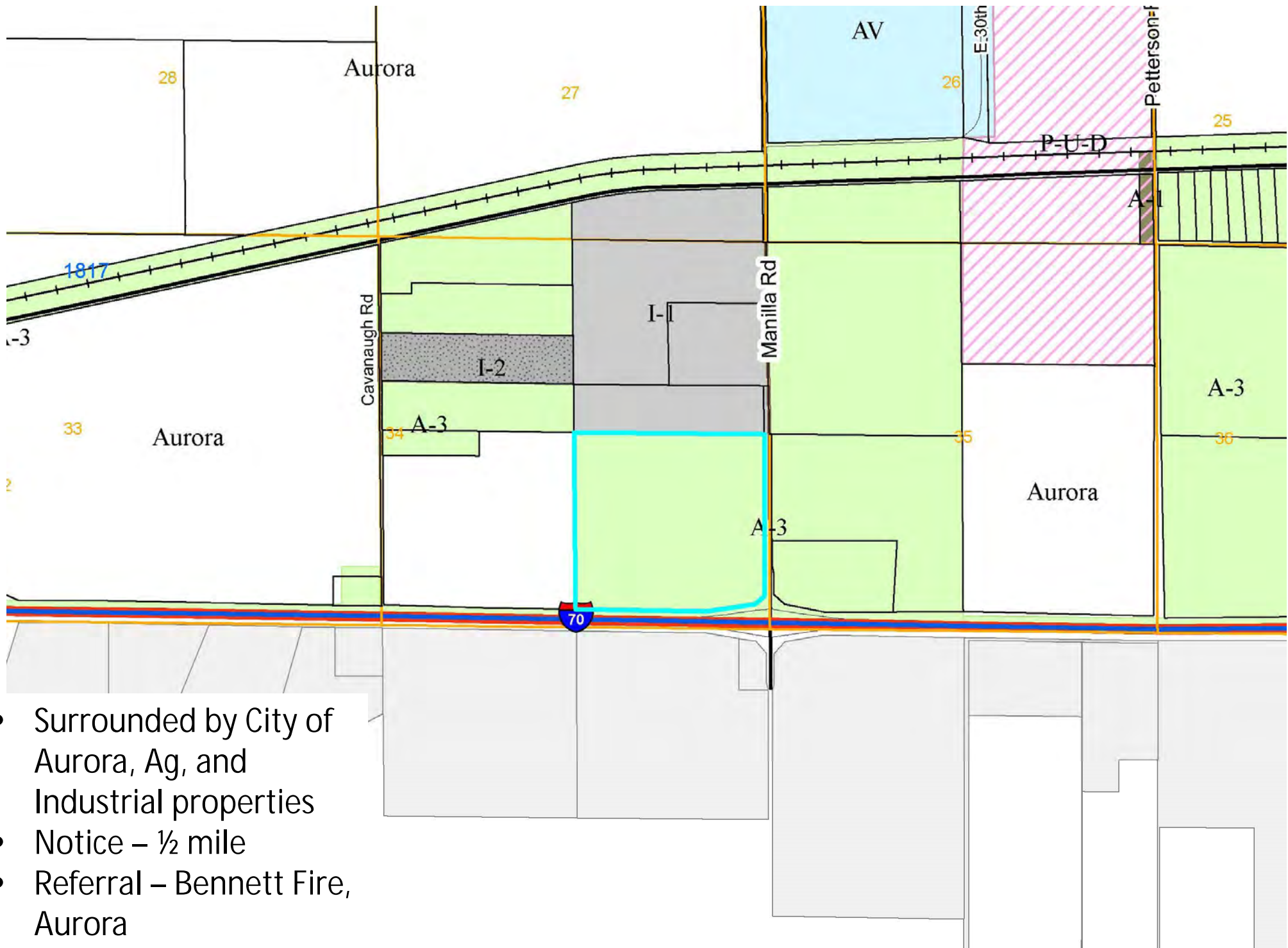


Request

- Amendment to the Development Agreement for Bennett Station to Allow 24/7 Delivery of Crude Oil Through December 2022
- Background:
 - RCU2018-00048 approved 21 miles of crude oil pipeline and central delivery point facility (Bennett Station) on 4/2/19
 - Development Agreement outlined construction and operational standards, including hours of operation
 - Deliveries of oil are currently permitted 6 a.m. to 10 p.m. 7 days/week



- 145-acre parcel
- Facility receives oil via trucks from nearby well pads
- Oil transported to Weld County



- Surrounded by City of Aurora, Ag, and Industrial properties
- Notice – ½ mile
- Referral – Bennett Fire, Aurora

Request

- Amendment to the Development Agreement for Bennett Station to Allow 24/7 Delivery of Crude Oil Through December 2022

“Hours of operation at Bennett Station (employees present) will in general be 6:00 AM to 6:00 PM Monday through Friday. Deliveries of crude oil will be made twenty-four hours a day, 7 days a week until December 31, 2022. After December 31, 2022, deliveries of crude oil will return to 6:00 AM to 10:00 PM. In the case of an emergency, such as a pipeline outage or force majeure event, deliveries may occur 24 hours per day for up to 3 days.”

[illegible]

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT BETWEEN DJ SOUTH GATHERING, LLC, AND ADAMS COUNTY

Resolution 2022-XXX

WHEREAS, on April 2, 2019, the Board of County Commissioners approved a Development Agreement for case RCU2018-00048, which laid out certain obligations of DJ South Gathering, LLC, in the construction of a pipeline and operation of Bennett Station; and,

WHEREAS, pursuant to Paragraph 11 of the Agreement, Crestone Peak Resources Midstream, LLC, is successor in interest to DJ South Gathering, LLC in whole; and,

WHEREAS, Crestone Peak is anticipating increasing the amount of oil delivered to Bennett Station and wishes to amend the Agreement to increase the hours of operation to 24 hours per day, seven days per week through December 31, 2022; and,

WHEREAS, the hours of operation will revert back to those previously approved in the Agreement beginning January 1, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the First Amendment to the Development Agreement between DJ South Gathering LLC, and Adams County, a copy of which is attached hereto and incorporated herein by this reference, be approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners be authorized to execute said First Amendment on behalf of the County of Adams, State of Colorado.