



Board of County Commissioners

Eva J. Henry - District #1
Charles "Chaz" Tedesco - District #2
Emma Pinter - District #3
Steve O'Dorisio - District #4
Mary Hodge - 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
April 2, 2019
9:30 AM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

4. AWARDS AND PRESENTATIONS

- A.** Proclamation of the 2020 Colorado Complete Count Campaign
- B.** Proclamation of April 2019 as Fair Housing Month

5. PUBLIC COMMENT

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

- A.** List of Expenditures Under the Dates of March 18 - 22, 2019
- B.** Minutes of the Commissioners' Proceedings from March 26, 2019

- C.** Resolution Accepting Special Warranty Deed Conveying Property from Amerco Real Estate Company to Adams County, for the Dedication of Road Right-of-Way for York Street
(File approved by ELT)
- D.** Resolution Accepting Warranty Deed Conveying Property from Archdiocese of Denver to Adams County, for the Dedication of Road Right-of-Way for York Street
(File approved by ELT)
- E.** Resolution Accepting Warranty Deed Conveying Property from Amerco Real Estate Company to Adams County, for the Dedication of Road Right-of-Way for York Street
(File approved by ELT)
- F.** Resolution Accepting Warranty Deed Conveying Property from Harick Inc., to Adams County, for the Dedication of Road Right-of-Way for York Street
(File approved by ELT)
- G.** Resolution Accepting Quitclaim Deed Conveying Property from 7501 York Street, LLC, to Adams County, for the Dedication of Road Right-of-Way for York Street
(File approved by ELT)
- H.** Resolution Approving Ambulance Service License for Mile High Ambulance LLC
(File approved by ELT)
- I.** Resolution Approving License Agreement between the Colorado Agricultural Ditch Company and Adams County for the East 86th Avenue Crossing
(File approved by ELT)
- J.** Resolution Approving Right-of-Way Easement, and License Agreement between Adams County and Welby Road Company, LLC
(File approved by ELT)
- K.** Resolution Approving Agreement between Adams County and Northwest Water Corporation for Easements Necessary for the Engineer's Lake Trailhead Project
(File approved by ELT)
- L.** Resolution Approving Contract Cost Amendment between Adams County and Clinica Campesina/Family Health to Provide Medicaid Application Processing Services
(File approved by ELT)
- M.** Resolution Approving Contract Cost Amendment between Adams County and Metro Community Provider Network to Provide Medicaid Application Processing Services
(File approved by ELT)
- N.** Resolution Appointing Jennifer Grafton as a Member of the Adams County Housing Authority
(File approved by ELT)
- O.** Resolution Establishing the Creation of a County Complete Count Committee for the 2020 Census
(File approved by ELT)

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Approving Amendment Four to the Agreement between Adams County and Allied Universal Security Services for Countywide Security Services
(File approved by ELT)
2. Resolution Approving an Agreement between Adams County and Family Tree, Inc., to Provide Child Only Case Management Services for the Temporary Assistance for Needy Families (TANF) Program
(File approved by ELT)

B. COUNTY ATTORNEY

8. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2018-00048 Matador Pipeline Conditional Use
(File approved by ELT)

9. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE

Proclamation

Complete Count Campaign for the 2020 Census

Whereas, April 1, 2020 is Census Day for the United States of America pursuant to Article I, Section 2 of the U.S. Constitution; and

Whereas, an accurate Census is required for the proper allocation of representatives with the legislative bodies of the U.S. House of Representatives and Colorado State Legislature, and is used in the redistricting of state and county voting districts; and

Whereas, an accurate and complete Census count is important to Adams County and its communities in determining Federal dollars for health, education, transportation, child and elder care, emergency preparation and response, public and social health programs; and

Whereas, Adams County values the multifaceted ways embracing diversity which enables it to be a welcoming and inclusive place to live, work and enjoy life; and

Whereas, Adams County acknowledges the achievements and contributions of diverse groups, promotes inclusion, breaks down barriers, and increases community efforts; and

Whereas, establishing a Census 2020 Complete Count Committee will allow Adams County to obtain the most accurate and complete population count for the decennial Census in 2020; and

Whereas, Adams County strives to be an inclusive community for all families and businesses, the committee shall be made up of, when possible, all segments of society to include and not be limited to diverse perspectives from communities of color, different cultural and socio-economic backgrounds, creative expression, intellectual discourse, and underrepresented populations.

Now, Therefore, Be It Resolved That, the Board of Commissioners of the County of Adams, State of Colorado, recognizes and supports the

2020 Colorado Complete Count Campaign

In witness whereof, we have set our hands and caused the seal of the county to be affixed April 2, 2019.

Proclamation
Fair Housing Month
April 2019

Whereas, April marks the 51st anniversary of the passage of the Fair Housing Act of 1968, which sought to eliminate discrimination in housing opportunities and to affirmatively further housing choices for all Americans; and

Whereas, the ongoing struggle for dignity and housing opportunity for all is not the exclusive province of the Federal government; and

Whereas, vigorous local efforts to combat discrimination can be as effective, if not more so, than Federal efforts; and

Whereas, illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; and

Now, Therefore, Be It Resolved, that in the pursuit of the shared goal and responsibility of providing equal housing opportunities, the Board of Commissioners of the County of Adams, State of Colorado, hereby proclaims April 2019 as

Fair Housing Month

and encourages all agencies, institutions and individuals, public and private, in Adams County to abide by the letter and the spirit of the Fair Housing law.

In witness whereof, we have set our hands and caused the seal of the county to be affixed April 2, 2019.

County of Adams
Net Warrant by Fund Summary

Fund Number	Fund Description	Amount
1	General Fund	1,394,088.91
5	Golf Course Enterprise Fund	50,391.99
6	Equipment Service Fund	71,688.14
13	Road & Bridge Fund	1,231,716.44
19	Insurance Fund	41,377.78
24	Conservation Trust Fund	520.00
27	Open Space Projects Fund	73,603.69
28	Open Space Sales Tax Fund	663,487.64
30	Community Dev Block Grant Fund	21,024.64
31	Head Start Fund	5,290.59
35	Workforce & Business Center	3,568.28
43	Front Range Airport	23,903.49
50	FLATROCK Facility Fund	2,560.00
94	Sheriff Payables	2,550.00
		<u>3,585,771.59</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>
00005209	688459	CLEARWATER ANALYTICS LLC	03/19/19	1,370.49
00005223	378405	FRANK MEREDITH ANN	03/20/19	3,075.00
00005224	37193	CINA & CINA FORENSIC CONSULTIN	03/21/19	192.70
00005225	373844	SOLARWINDS WORLDWIDE LLC	03/21/19	13,266.00
00005227	780342	JOHNSON CONTROLS FIRE PROTECTI	03/22/19	450.00
00735242	491318	AMERICAN EAGLE DISTRIBUTING	03/18/19	30.00
00735251	3020	BENNETT TOWN OF	03/18/19	1,500.00
00735252	758723	CLEAN TECH DBA OUTSHINE CLEANI	03/18/19	414.00
00735254	5407	COLO DEPT OF LABOR & EMPLOYME	03/18/19	250.00
00735255	61609	DAVIS GRAHAM & STUBBS LLP	03/18/19	755.50
00735256	315529	DENVER COUNTY SHERIFF	03/18/19	53.15
00735257	13454	FEDERAL EXPRESS CO	03/18/19	83.83
00735258	100521	HANSEN & COMPANY	03/18/19	992.80
00735260	79260	IDEXX DISTRIBUTION INC	03/18/19	2,890.91
00735263	13591	MWI VETERINARY SUPPLY CO	03/18/19	2,673.07
00735269	13318	PARK COUNTY SHERIFF	03/18/19	38.00
00735270	669732	PATTERSON VETERINARY SUPPLY IN	03/18/19	242.03
00735271	725956	PRUDENTIAL OVERALL SUPPLY	03/18/19	110.56
00735272	422902	ROADRUNNER PHARMACY INCORPORAT	03/18/19	261.78
00735278	293662	SUMMIT LABORATORIES INC	03/18/19	410.00
00735279	52553	SWEEPSTAKES UNLIMITED	03/18/19	50.00
00735280	52553	SWEEPSTAKES UNLIMITED	03/18/19	30.00
00735283	1007	UNITED POWER (UNION REA)	03/18/19	29.25
00735284	1007	UNITED POWER (UNION REA)	03/18/19	221.02
00735285	300982	UNITED SITE SERVICES	03/18/19	377.94
00735286	20730	UNITED STATES POSTAL SERVICE	03/18/19	418.20
00735288	338508	WRIGHTWAY INDUSTRIES INC	03/18/19	530.84
00735290	207887	ALLEN JUDITH	03/19/19	600.00
00735298	45991	COLO STATE UNIVERSITY EXTENSIO	03/19/19	2,990.00
00735299	252174	COLORADO COMMUNITY MEDIA	03/19/19	1,085.40
00735302	255001	COPYCO QUALITY PRINTING INC	03/19/19	40.00
00735305	463649	GABLEHOUSE GRANBERG LLC	03/19/19	3,724.00
00735306	582481	GEO GROUP INC	03/19/19	292.60
00735310	44965	INTERVENTION COMMUNITY CORRECT	03/19/19	910.00
00735312	535598	JACHIMIAK PETERSON LLC	03/19/19	10,620.50
00735314	374481	MASTERS TOUCH LLC	03/19/19	31,886.01

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>
00735315	70915	MCDERMOTT HEATHER	03/19/19	765.00
00735316	829876	NEELY TRACY	03/19/19	1,579.99
00735318	159394	PRICE KENNETH J	03/19/19	1,580.00
00735320	13538	SHRED IT USA LLC	03/19/19	20.00
00735321	42984	TIME TO CHANGE	03/19/19	493,949.07
00735339	13028	ADAMS COUNTY ASSESSOR	03/20/19	92.66
00735340	35974	ADAMS COUNTY TREASURER	03/20/19	13,163.34
00735341	57143	BROOMFIELD CITY AND COUNTY	03/20/19	183,462.00
00735342	661015	CHP METRO NORTH LLC	03/20/19	1,050.00
00735344	255001	COPYCO QUALITY PRINTING INC	03/20/19	5,425.00
00735345	519505	DENOVO VENTURES LLC	03/20/19	3,630.00
00735346	808844	DUPRIEST JOHN FIELDEN	03/20/19	65.00
00735347	698569	FOREST SEAN	03/20/19	65.00
00735348	671123	FOUND MY KEYS	03/20/19	1,587.50
00735349	12689	GALLS LLC	03/20/19	789.50
00735350	293122	HERRERA, AARON	03/20/19	65.00
00735352	810888	MARTINEZ JUSTIN PAUL	03/20/19	65.00
00735353	13720	MOTOROLA INC	03/20/19	3,353.46
00735354	13591	MWI VETERINARY SUPPLY CO	03/20/19	536.14
00735355	33716	OLD VINE PINNACLE ASSOCIATES	03/20/19	800.00
00735356	282112	ORACLE AMERICA INC	03/20/19	6,607.26
00735357	826433	PIPKIN CHRISTOPHER R	03/20/19	2,500.00
00735358	637390	PLAKORUS DAVID	03/20/19	65.00
00735359	44148	PRO FORCE LAW ENFORCEMENT	03/20/19	78,281.28
00735360	53054	RICHARDSON SHARON	03/20/19	65.00
00735361	26297	SENIORS RESOURCE CENTER INC	03/20/19	39,710.67
00735362	13538	SHRED IT USA LLC	03/20/19	30.00
00735363	599714	SUMMIT FOOD SERVICE LLC	03/20/19	32,253.26
00735364	13951	TDS TELECOM	03/20/19	847.19
00735365	385142	THOMPSON GREGORY PAUL	03/20/19	65.00
00735366	42984	TIME TO CHANGE	03/20/19	3,876.00
00735367	433987	ADCO DISTRICT ATTORNEY'S OFFIC	03/21/19	273.10
00735368	248339	ADLER ERIK	03/21/19	449.94
00735369	630412	ADVANCED LAUNDRY SYSTEMS	03/21/19	220.00
00735371	383698	ALLIED UNIVERSAL SECURITY SERV	03/21/19	5,076.68
00735374	90207	CHARM TEX	03/21/19	4,779.00

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>
00735375	13049	COMMUNITY REACH CENTER	03/21/19	46,633.32
00735376	278407	DEEP ROCK WATER	03/21/19	67.68
00735377	12689	GALLS LLC	03/21/19	2,287.35
00735378	77611	KD SERVICE GROUP	03/21/19	189.38
00735379	36861	LEXIS NEXIS MATTHEW BENDER	03/21/19	2,126.99
00735380	717990	METZ MICHELLE	03/21/19	269.04
00735381	13720	MOTOROLA INC	03/21/19	1,062.15
00735383	800159	SALT LAKE WHOLESALE SPORTS	03/21/19	29,555.00
00735386	599714	SUMMIT FOOD SERVICE LLC	03/21/19	32,822.71
00735388	862079	THOMPSON RHONDA	03/21/19	500.00
00735389	7189	TOSHIBA FINANCIAL SERVICES	03/21/19	5,387.26
00735392	42779	ADAMS COUNTY COMMUNICATION CEN	03/22/19	9,413.28
00735394	91631	ADAMSON POLICE PRODUCTS	03/22/19	561.48
00735398	13160	BRIGHTON CITY OF (WATER)	03/22/19	2,789.23
00735399	13160	BRIGHTON CITY OF (WATER)	03/22/19	2,276.83
00735400	13160	BRIGHTON CITY OF (WATER)	03/22/19	653.36
00735403	37266	CENTURY LINK	03/22/19	88.99
00735404	250958	COHEN MILSTEIN SELLERS & TOLL	03/22/19	590.63
00735406	255001	COPYCO QUALITY PRINTING INC	03/22/19	8,166.90
00735408	56025	DISCOUNT PLUMBING SERVICES INC	03/22/19	11,284.76
00735409	13409	EASTERN DISPOSE ALL	03/22/19	326.00
00735414	8721	HILL & ROBBINS	03/22/19	285.00
00735415	13565	INTERMOUNTAIN REA	03/22/19	2,149.75
00735418	48078	LARIMER COUNTY COMMUNITY CORRE	03/22/19	145.60
00735419	93320	MILE HIGH TREE CARE INC	03/22/19	600.00
00735420	13719	MORGAN COUNTY REA	03/22/19	470.29
00735421	13422	NORTHGLENN AMBULANCE	03/22/19	627.90
00735422	516994	PARK 12 HUNDRED OWNERS ASSOCIA	03/22/19	19,014.40
00735424	430098	REPUBLIC SERVICES #535	03/22/19	8,226.70
00735425	13932	SOUTH ADAMS WATER & SANITATION	03/22/19	401.15
00735426	13932	SOUTH ADAMS WATER & SANITATION	03/22/19	705.29
00735427	66264	SYSTEMS GROUP	03/22/19	2,322.19
00735429	37005	TOSHIBA BUSINESS SOLUTIONS	03/22/19	2,177.38
00735430	1007	UNITED POWER (UNION REA)	03/22/19	65.25
00735431	1007	UNITED POWER (UNION REA)	03/22/19	2,080.52
00735432	1007	UNITED POWER (UNION REA)	03/22/19	592.14

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>
00735433	1007	UNITED POWER (UNION REA)	03/22/19	20,740.00
00735434	1007	UNITED POWER (UNION REA)	03/22/19	2,771.00
00735435	1007	UNITED POWER (UNION REA)	03/22/19	3,771.78
00735438	24560	WIRELESS ADVANCED COMMUNICATIO	03/22/19	125.00
00735439	13822	XCEL ENERGY	03/22/19	5,422.33
00735440	13822	XCEL ENERGY	03/22/19	4,712.09
00735441	13822	XCEL ENERGY	03/22/19	1,714.92
00735442	13822	XCEL ENERGY	03/22/19	8,068.83
00735443	13822	XCEL ENERGY	03/22/19	6,157.06
00735444	13822	XCEL ENERGY	03/22/19	43.31
00735445	13822	XCEL ENERGY	03/22/19	1,354.99
00735446	13822	XCEL ENERGY	03/22/19	1,121.30
00735447	13822	XCEL ENERGY	03/22/19	1,533.29
00735448	13822	XCEL ENERGY	03/22/19	958.55
00735453	238225	LINKEDIN.COM	03/22/19	5,924.40
00735455	628141	PROFESSIONAL PIPE SERVICES	03/22/19	162,745.54
Fund Total				1,394,088.91

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>
00005222	6177	PROFESSIONAL RECREATION MGMT I	03/20/19	45,126.30
00735246	43744	AUTOMATED BUILDING SOLUTIONS I	03/18/19	1,500.00
00735281	66264	SYSTEMS GROUP	03/18/19	255.00
00735397	12012	ALSCO AMERICAN INDUSTRIAL	03/22/19	138.65
00735407	13359	DEN COL SUPPLY	03/22/19	167.07
00735416	2202	INTERSTATE BATTERY OF ROCKIES	03/22/19	104.85
00735417	11496	L L JOHNSON DIST	03/22/19	2,345.59
00735423	152295	POTESTIO BROTHER EQUIPMENT	03/22/19	25.53
00735428	47140	TORO NSN	03/22/19	229.00
00735449	80505	3E COMPANY	03/22/19	500.00
Fund Total				50,391.99

County of Adams
Net Warrants by Fund Detail

6 Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00735384	16237	SAM HILL OIL INC	03/21/19	24,157.95
00735385	701469	SCHULTE (USA) INC	03/21/19	44,724.24
00735387	790907	THE GOODYEAR TIRE AND RUBBER C	03/21/19	2,805.95
Fund Total				71,688.14

Net Warrants by Fund Detail

13

Road & Bridge Fund

Warrant	Supplier No	Supplier Name	Warrant Date	Amount
00005212	89295	ARVADA CITY OF	03/19/19	1,241.33
00005213	89296	AURORA CITY OF	03/19/19	178,750.37
00005214	89297	BENNETT TOWN OF	03/19/19	6,985.18
00005215	89298	BRIGHTON CITY OF	03/19/19	112,942.08
00005216	89299	COMMERCE CITY CITY OF	03/19/19	115,115.03
00005217	89300	FEDERAL HEIGHTS CITY OF	03/19/19	18,862.56
00005218	89301	NORTHGLENN CITY OF	03/19/19	71,298.21
00005219	89302	THORNTON CITY OF	03/19/19	233,000.70
00005220	89304	WESTMINSTER CITY OF	03/19/19	103,663.40
00735291	12012	ALSCO AMERICAN INDUSTRIAL	03/19/19	317.27
00735292	49497	BFI TOWER ROAD LANDFILL	03/19/19	1,854.90
00735293	8909	BRANNAN SAND & GRAVEL COMPANY	03/19/19	276.32
00735294	814272	CENTRAL SALT LLC	03/19/19	21,502.47
00735295	43659	CINTAS FIRST AID & SAFETY	03/19/19	85.44
00735296	2305	COBITCO INC	03/19/19	864.35
00735304	13569	ENVIROTECH SERVICES INC	03/19/19	32,270.99
00735307	42918	GRAINGER	03/19/19	116.99
00735308	42918	GRAINGER	03/19/19	103.57
00735309	42918	GRAINGER	03/19/19	103.57
00735311	44581	J & A TRAFFIC PRODUCTS	03/19/19	11,470.00
00735317	556555	PREMIER PORTABLES	03/19/19	350.00
00735319	816237	SALTWORX INC	03/19/19	31,926.32
00735322	1007	UNITED POWER (UNION REA)	03/19/19	88.49
00735323	1007	UNITED POWER (UNION REA)	03/19/19	33.00
00735324	1007	UNITED POWER (UNION REA)	03/19/19	16.50
00735325	1007	UNITED POWER (UNION REA)	03/19/19	175.51
00735326	1007	UNITED POWER (UNION REA)	03/19/19	16.50
00735327	1007	UNITED POWER (UNION REA)	03/19/19	33.00
00735328	158184	UTILITY NOTIFICATION CENTER OF	03/19/19	120.70
00735329	13082	W L CONTRACTORS INC	03/19/19	1,987.60
00735330	78276	WAYNE A MITCHELL LLC	03/19/19	682.50
00735331	13822	XCEL ENERGY	03/19/19	124.27
00735332	13822	XCEL ENERGY	03/19/19	90.31
00735333	13822	XCEL ENERGY	03/19/19	132.31
00735334	13822	XCEL ENERGY	03/19/19	202.59
00735335	13822	XCEL ENERGY	03/19/19	22,266.49

Net Warrants by Fund Detail

13Road & Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00735336	13822	XCEL ENERGY	03/19/19	4,713.16
00735337	13822	XCEL ENERGY	03/19/19	236.90
00735338	13822	XCEL ENERGY	03/19/19	113.06
00735402	425945	CDL COLLEGE	03/22/19	1,500.00
00735412	42918	GRAINGER	03/22/19	6,730.67
00735413	42918	GRAINGER	03/22/19	176.13
00735437	13082	W L CONTRACTORS INC	03/22/19	13,576.56
00735450	128693	DREXEL BARRELL & CO	03/22/19	25,263.34
00735451	142892	JALISCO INTL INC	03/22/19	197,411.90
00735452	40395	KUMAR & ASSOCIATES INC	03/22/19	735.00
00735454	99603	L4 CONSTRUCTION LLC	03/22/19	10,979.00
00735456	147080	ROCKSOL CONSULTING GROUP INC	03/22/19	1,209.90
Fund Total				1,231,716.44

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>
00005228	523053	TRISTAR RISK MANAGEMENT	03/22/19	421.00
00735244	27429	ARTHUR J GALLAGHER	03/18/19	645.00
00735303	13663	DELTA DENTAL PLAN OF COLO	03/19/19	15,293.45
00735313	13593	KAISER PERMANENTE	03/19/19	1,829.03
00735343	17565	COLO FRAME & SUSPENSION	03/20/19	13,109.30
00735351	13771	JOE'S TOWING & RECOVERY	03/20/19	80.00
00735396	828249	ALLCLEAR ID INC	03/22/19	10,000.00
Fund Total				41,377.78

County of Adams
Net Warrants by Fund Detail

24		Conservation Trust Fund			
Warrant	Supplier No	Supplier Name	Warrant Date	Amount	
00735382	14189	RW BAYER & ASSOCIATES	03/21/19	520.00	
Fund Total				520.00	

County of Adams
Net Warrants by Fund Detail

<u>27</u>		<u>Open Space Projects Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00735300	784968	COLT AND STEEL CORPORATION	03/19/19	73,603.69	
Fund Total				73,603.69	

County of Adams
Net Warrants by Fund Detail

28	Open Space Sales Tax Fund				
	<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
	00735249	35901	BARR LAKE STATE PARK	03/18/19	97,184.74
	00735250	48132	BENNETT SCHOOLS	03/18/19	69,551.70
	00735275	827632	STARGATE SCHOOL	03/18/19	85,374.76
	00735287	336027	WESTMINSTER CITY OF	03/18/19	411,376.44
	Fund Total				663,487.64

County of Adams
Net Warrants by Fund Detail

30		Community Dev Block Grant Fund				
		<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
		00005210	296713	COMMUNITY RESOURCES AND	03/19/19	9,304.64
		00005211	29064	TIERRA ROJO CONSTRUCTION	03/19/19	11,720.00
		Fund Total				21,024.64

Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00735372	37266	CENTURY LINK	03/21/19	172.96
00735373	37266	CENTURY LINK	03/21/19	125.31
00735390	31360	WESTMINSTER PRESBYTERIAN CHURC	03/21/19	2,180.32
00735391	59983	WESTMINSTER PUBLIC SCHOOLS	03/21/19	2,812.00
Fund Total				5,290.59

Net Warrants by Fund Detail

35**Workforce & Business Center**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00735259	711899	HERNANDEZ JANELSA	03/18/19	25.00
00735262	755050	MARTINEZ HERNANDEZ JENNIFER	03/18/19	25.00
00735268	828251	NUTRITION THERAPY INSTITUTE	03/18/19	3,000.00
00735393	252050	ADAMS COUNTY HUMAN SERVICES	03/22/19	44.15
00735401	643310	CARRILLO NICOLETTE	03/22/19	20.00
00735410	811136	ESPARZA ANAYIZ	03/22/19	40.00
00735436	8076	VERIZON WIRELESS	03/22/19	414.13
Fund Total				<hr/> 3,568.28

Net Warrants by Fund Detail

43**Front Range Airport**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00005221	80249	OFFEN PETROLEUM INC	03/20/19	1,685.23
00005226	80249	OFFEN PETROLEUM INC	03/21/19	1,549.34
00735243	228213	ARAMARK REFRESHMENT SERVICES	03/18/19	120.00
00735245	80118	AT&T CORP	03/18/19	101.81
00735248	826431	BAILEY ELIZABETH	03/18/19	1,000.00
00735261	112383	LOTTMAN OIL COMPANY	03/18/19	267.50
00735264	443757	NRG DGPV FUND 1 LLC	03/18/19	567.40
00735265	443757	NRG DGPV FUND 1 LLC	03/18/19	354.35
00735266	443757	NRG DGPV FUND 1 LLC	03/18/19	259.41
00735267	443757	NRG DGPV FUND 1 LLC	03/18/19	257.01
00735273	37110	SB PORTA BOWL RESTROOMS INC	03/18/19	396.00
00735274	49310	SOUTH PARK EMBROIDERY	03/18/19	196.55
00735276	33604	STATE OF COLORADO	03/18/19	968.00
00735277	33604	STATE OF COLORADO	03/18/19	870.89
00735289	88281	ALBERTS WATER & WASTEWATER SER	03/19/19	3,300.00
00735297	2381	COLO ANALYTICAL LABORATORY	03/19/19	425.00
00735301	828611	COMMERCIAL SPACE PROGRESS FOUN	03/19/19	4,400.00
00735370	88281	ALBERTS WATER & WASTEWATER SER	03/21/19	6,600.00
00735395	88281	ALBERTS WATER & WASTEWATER SER	03/22/19	275.00
00735405	2381	COLO ANALYTICAL LABORATORY	03/22/19	60.00
00735411	258674	GO UP ELEVATOR INSPECTION SERV	03/22/19	250.00
Fund Total				23,903.49

County of Adams
Net Warrants by Fund Detail

50		FLATROCK Facility Fund				
		<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
		00735247	43744	AUTOMATED BUILDING SOLUTIONS I	03/18/19	1,500.00
		00735282	66264	SYSTEMS GROUP	03/18/19	1,060.00
		Fund Total				2,560.00

County of Adams
Net Warrants by Fund Detail

<u>94</u>		<u>Sheriff Payables</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00735253	92474	COLO DEPT OF HUMAN SERVICES	03/18/19	2,550.00	
Fund Total				2,550.00	

County of Adams
Net Warrants by Fund Detail

Grand Total 3,585,771.59

County of Adams
Vendor Payment Report

<u>4302</u>	<u>Airport Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	948381	332141	03/08/19	60.00
					Account Total	60.00
	Telephone					
	AT&T CORP	00043	948521	332351	03/12/19	88.29
					Account Total	88.29
	Water/Sewer/Sanitation					
	SB PORTA BOWL RESTROOMS INC	00043	948524	332351	03/12/19	396.00
					Account Total	396.00
					Department Total	544.29

County of Adams
Vendor Payment Report

<u>4308</u>	<u>Airport ATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Maint & Repair					
	GO UP ELEVATOR INSPECTION SERV	00043	949054	332880	03/21/19	250.00
					Account Total	250.00
	Telephone					
	AT&T CORP	00043	948521	332351	03/12/19	6.76
					Account Total	6.76
					Department Total	256.76

County of Adams
Vendor Payment Report

<u>4303</u>	<u>Airport 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	948522	332351	03/12/19	5.00
					Account Total	5.00
	Licenses and Fees					
	STATE OF COLORADO	00043	948361	332130	03/08/19	.44
					Account Total	.44
	Oil & Lubrication					
	LOTTMAN OIL COMPANY	00043	948522	332351	03/12/19	183.75
	LOTTMAN OIL COMPANY	00043	948522	332351	03/12/19	78.75
					Account Total	262.50
	Uniforms & Cleaning					
	SOUTH PARK EMBROIDERY	00043	948383	332141	03/08/19	196.55
					Account Total	196.55
	100LL Income					
	BAILEY ELIZABETH	00043	948382	332141	03/08/19	1,000.00
					Account Total	1,000.00
					Department Total	1,464.49

County of Adams
Vendor Payment Report

<u>4304</u>	<u>Airport Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diesel					
	OFFEN PETROLEUM INC	00043	948874	332681	03/19/19	1,679.00
	OFFEN PETROLEUM INC	00043	949056	332831	03/20/19	1,543.14
					Account Total	3,222.14
	Gas & Electricity					
	NRG DGPV FUND 1 LLC	00043	948395	332141	03/08/19	567.40
	NRG DGPV FUND 1 LLC	00043	948396	332141	03/08/19	354.35
	NRG DGPV FUND 1 LLC	00043	948397	332141	03/08/19	259.41
	NRG DGPV FUND 1 LLC	00043	948523	332351	03/12/19	257.01
					Account Total	1,438.17
	Licenses and Fees					
	OFFEN PETROLEUM INC	00043	948874	332681	03/19/19	6.23
	OFFEN PETROLEUM INC	00043	949056	332831	03/20/19	6.20
					Account Total	12.43
	Telephone					
	AT&T CORP	00043	948521	332351	03/12/19	6.76
					Account Total	6.76
					Department Total	4,679.50

County of Adams
Vendor Payment Report

<u>99800</u>	<u>All Ofc Shared Direct</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	948932	332796	03/20/19	28.15
					Account Total	28.15
					Department Total	28.15

County of Adams
Vendor Payment Report

<u>4306</u>	<u>Cafe</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Snack Bar Supplies, Rep & Main					
	ARAMARK REFRESHMENT SERVICES	00043	948381	332141	03/08/19	60.00
					Account Total	60.00
					Department Total	60.00

County of Adams
Vendor Payment Report

<u>9275</u>	<u>Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	SHRED IT USA LLC	00001	948762	332584	03/18/19	30.00
					Account Total	30.00
					Department Total	30.00

County of Adams
Vendor Payment Report

<u>1033</u>	<u>Community Transit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Community Transit Services					
	SENIORS RESOURCE CENTER INC	00001	948904	332727	03/19/19	39,710.67
					Account Total	39,710.67
					Department Total	39,710.67

County of Adams
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<u>1041</u>	<u>County Assessor</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ADAMS COUNTY ASSESSOR	00001	948888	332702	03/19/19	19.97
					Account Total	19.97
	Other Professional Serv					
	ADAMS COUNTY TREASURER	00001	948887	332702	03/19/19	13,163.34
					Account Total	13,163.34
	Special Events					
	ADAMS COUNTY ASSESSOR	00001	948888	332702	03/19/19	47.69
					Account Total	47.69
	Travel & Transportation					
	ADAMS COUNTY ASSESSOR	00001	948888	332702	03/19/19	25.00
					Account Total	25.00
					Department Total	13,256.00

County of Adams
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<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	HANSEN & COMPANY	00001	948614	332447	03/14/19	399.90
	HANSEN & COMPANY	00001	948615	332447	03/14/19	592.90
					Account Total	992.80
	Messenger/Delivery Service					
	FEDERAL EXPRESS CO	00001	948612	332447	03/14/19	83.83
					Account Total	83.83
	Other Professional Serv					
	DENVER COUNTY SHERIFF	00001	948619	332447	03/14/19	53.15
	PARK COUNTY SHERIFF	00001	948616	332447	03/14/19	38.00
	SWEEPSTAKES UNLIMITED	00001	948613	332447	03/14/19	50.00
	SWEEPSTAKES UNLIMITED	00001	948618	332447	03/14/19	30.00
					Account Total	171.15
					Department Total	1,247.78

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					
	FRANK MEREDITH ANN	00001	948889	332711	03/19/19	3,075.00
					Account Total	3,075.00
					Department Total	3,075.00

County of Adams
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<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Advertising					
	COLORADO COMMUNITY MEDIA	00001	948807	332602	03/18/19	1,085.40
					Account Total	1,085.40
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	948705	332573	03/17/19	40.00
	SHRED IT USA LLC	00001	948706	332574	03/17/19	20.00
					Account Total	60.00
	Other Professional Serv					
	CLEARWATER ANALYTICS LLC	00001	948450	332259	02/11/19	1,370.49
	PRICE KEN	00001	948806	332602	03/18/19	1,580.00
					Account Total	2,950.49
	Postage & Freight					
	MASTERS TOUCH LLC	00001	948704	332571	03/17/19	22.30
					Account Total	22.30
	Printing External					
	MASTERS TOUCH LLC	00001	948703	332570	02/28/19	31,863.71
					Account Total	31,863.71
					Department Total	35,981.90

County of Adams
Vendor Payment Report

<u>941017</u>	<u>CDBG 2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	TIERRA ROJO CONSTRUCTION	00030	948642	332468	03/14/19	11,720.00
					Account Total	11,720.00
					Department Total	11,720.00

County of Adams
Vendor Payment Report

<u>6021</u>	<u>CT- Trails- Plan/Design Const</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Improv Other Than Bldgs					
	RW BAYER & ASSOCIATES	00024	948667	332513	03/15/19	520.00
					Account Total	520.00
					Department Total	520.00

County of Adams
Vendor Payment Report

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<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	948890	332714	03/19/19	183,462.00
					Account Total	183,462.00
	Other Professional Serv					
	ADLER ERIK	00001	948896	332722	03/19/19	449.94
	CINA & CINA FORENSIC CONSULTIN	00001	948891	332718	03/19/19	192.70
	METZ MICHELLE	00001	948897	332722	03/19/19	269.04
					Account Total	911.68
	Witness Fees					
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	948894	332722	03/19/19	135.51
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	948894	332722	03/19/19	69.68
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	948894	332722	03/19/19	30.37
	ADCO DISTRICT ATTORNEY'S OFFIC	00001	948894	332722	03/19/19	37.54
					Account Total	273.10
					Department Total	184,646.78

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					
	SAM HILL OIL INC	00006	949050	332878	03/21/19	1,752.39
	SAM HILL OIL INC	00006	949051	332878	03/21/19	22,405.56
	SCHULTE (USA) INC	00006	949043	332878	03/21/19	22,362.12
	SCHULTE (USA) INC	00006	949044	332878	03/21/19	22,362.12
	THE GOODYEAR TIRE AND RUBBER C	00006	949045	332878	03/21/19	832.75
	THE GOODYEAR TIRE AND RUBBER C	00006	949046	332878	03/21/19	1,414.97
	THE GOODYEAR TIRE AND RUBBER C	00006	949047	332878	03/21/19	558.23
					Account Total	71,688.14
					Department Total	71,688.14

County of Adams
Vendor Payment Report

<u>9240</u>	<u>Extension - Horticulture</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO STATE UNIVERSITY EXTENSIO	00001	948588	332444	03/14/19	<u>2,990.00</u>
					Account Total	<u>2,990.00</u>
					Department Total	<u><u>2,990.00</u></u>

County of Adams
Vendor Payment Report

<u>5025</u>	<u>Facilities Club House Maint.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SYSTEMS GROUP	00005	948696	332531	03/15/19	255.00
					Account Total	255.00
					Department Total	255.00

County of Adams
Vendor Payment Report

<u>43</u>	<u>Front Range Airport</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00043	948361	332130	03/08/19	967.56
	STATE OF COLORADO	00043	948362	332130	03/08/19	870.89
					Account Total	1,838.45
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	948879	332680	03/19/19	3,300.00
	ALBERTS WATER & WASTEWATER SER	00043	949041	332878	03/21/19	3,300.00
	ALBERTS WATER & WASTEWATER SER	00043	949049	332878	03/21/19	3,300.00
					Account Total	9,900.00
					Department Total	11,738.45

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					
	AUTOMATED BUILDING SOLUTIONS I	00050	948765	332580	03/18/19	1,500.00
					Account Total	1,500.00
					Department Total	1,500.00

County of Adams
Vendor Payment Report

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	BENNETT TOWN OF	00001	948683	332531	03/15/19	1,500.00
					Account Total	1,500.00
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	948675	332520	03/15/19	418.20
					Account Total	418.20
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	948988	332823	03/20/19	144.00
	REPUBLIC SERVICES #535	00001	948992	332823	03/20/19	122.25
					Account Total	266.25
					Department Total	2,184.45

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<u>1075</u>	<u>FO - Administration 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=9341	00001	949021	332834	03/07/19	2,149.75
	Energy Cap Bill ID=9347	00001	949022	332834	03/06/19	592.14
	Energy Cap Bill ID=9357	00001	949023	332834	03/01/19	470.29
					Account Total	3,212.18
	Water/Sewer/Sanitation					
	EASTERN DISPOSE ALL	00001	948989	332823	03/20/19	182.00
					Account Total	182.00
					Department Total	3,394.18

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>
	Gas & Electricity					
	Energy Cap Bill ID=9350	00001	949014	332834	03/06/19	5,422.33
					Account Total	5,422.33
					Department Total	5,422.33

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>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9345	00001	949035	332834	03/01/19	653.36
	REPUBLIC SERVICES #535	00001	948999	332823	03/20/19	138.12
					Account Total	791.48
					Department Total	791.48

County of Adams
Vendor Payment Report

<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>
	Building Repair & Maint					
	SYSTEMS GROUP	00050	948698	332531	03/15/19	340.00
					Account Total	340.00
	Maintenance Contracts					
	SYSTEMS GROUP	00050	948688	332531	03/15/19	720.00
					Account Total	720.00
					Department Total	1,060.00

County of Adams
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<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>
	Building Repair & Maint					
	JOHNSON CONTROLS FIRE PROTECTI	00001	949012	332826	03/20/19	450.00
					Account Total	450.00
	Gas & Electricity					
	Energy Cap Bill ID=9343	00001	949024	332834	03/06/19	20,740.00
	Energy Cap Bill ID=9346	00001	949025	332834	03/06/19	2,771.00
					Account Total	23,511.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9338	00001	949026	332834	03/08/19	2,276.83
	REPUBLIC SERVICES #535	00001	948998	332823	03/20/19	108.68
	REPUBLIC SERVICES #535	00001	949004	332823	03/20/19	788.77
					Account Total	3,174.28
					Department Total	27,135.28

County of Adams
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=9336	00001	949019	332834	03/04/19	1,714.92
					Account Total	1,714.92
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	948997	332823	03/20/19	86.59
	REPUBLIC SERVICES #535	00001	949000	332823	03/20/19	446.03
					Account Total	532.62
					Department Total	2,247.54

County of Adams
Vendor Payment Report

<u>1067</u>	<u>FO - Human Service Building</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=9352	00001	949015	332834	02/25/19	4,712.09
					Account Total	4,712.09
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9337	00001	949016	332834	03/04/19	401.15
					Account Total	401.15
					Department Total	5,113.24

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<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>
	Building Repair & Maint					
	SYSTEMS GROUP	00001	949006	332823	03/20/19	2,322.19
					Account Total	2,322.19
	Maintenance Contracts					
	MILE HIGH TREE CARE INC	00001	948990	332823	03/20/19	600.00
	SUMMIT LABORATORIES INC	00001	948687	332531	03/15/19	410.00
					Account Total	1,010.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9342	00001	949020	332834	03/01/19	2,789.23
	REPUBLIC SERVICES #535	00001	948995	332823	03/20/19	734.20
					Account Total	3,523.43
					Department Total	6,855.62

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>
	Building Repair & Maint					
	COLO DEPT OF LABOR & EMPLOYME	00001	948685	332531	03/15/19	250.00
	DISCOUNT PLUMBING SERVICES INC	00001	948986	332823	03/20/19	6,307.89
	DISCOUNT PLUMBING SERVICES INC	00001	949059	332893	03/21/19	4,976.87
					Account Total	11,534.76
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	948994	332823	03/20/19	87.38
	REPUBLIC SERVICES #535	00001	949001	332823	03/20/19	3,442.99
	REPUBLIC SERVICES #535	00001	949002	332823	03/20/19	100.12
					Account Total	3,630.49
					Department Total	15,165.25

County of Adams
Vendor Payment Report

<u>1072</u>	<u>FO - West Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	949005	332823	03/20/19	366.20
					Account Total	366.20
					Department Total	366.20

County of Adams
Vendor Payment Report

<u>1076</u>	<u>FO-Adams County Service Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	948993	332823	03/20/19	243.88
					Account Total	243.88
					Department Total	243.88

County of Adams
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<u>1069</u>	<u>FO-Animal Shelter 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=9339	00001	949017	332834	03/06/19	2,080.52
					Account Total	2,080.52
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=9344	00001	949018	332834	03/04/19	705.29
	REPUBLIC SERVICES #535	00001	949003	332823	03/20/19	257.31
					Account Total	962.60
					Department Total	3,043.12

County of Adams
Vendor Payment Report

1112	FO-Sheriff HQ/Coroner Building	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=9340	00001	949034	332834	03/06/19	3,771.78
					Account Total	3,771.78
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	948991	332823	03/20/19	273.12
					Account Total	273.12
					Department Total	4,044.90

County of Adams
Vendor Payment Report

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADVANCED LAUNDRY SYSTEMS	00001	948933	332799	03/20/19	220.00
	ALLIED UNIVERSAL SECURITY SERV	00001	948934	332799	03/20/19	5,076.68
	CHARM TEX	00001	948935	332799	03/20/19	789.00
	CHARM TEX	00001	948936	332799	03/20/19	3,990.00
	CHP METRO NORTH LLC	00001	948951	332792	03/20/19	1,050.00
	CLEAN TECH DBA OUTSHINE CLEANI	00001	948761	332580	03/18/19	150.00
	CLEAN TECH DBA OUTSHINE CLEANI	00001	948763	332580	03/18/19	264.00
	COHEN MILSTEIN SELLERS & TOLL	00001	949074	332899	03/21/19	590.63
	COMMUNITY REACH CENTER	00001	948938	332799	03/20/19	46,633.32
	COPYCO QUALITY PRINTING INC	00001	948678	332529	03/15/19	5,425.00
	DENOVO VENTURES LLC	00001	948923	332792	03/20/19	3,630.00
	FOUND MY KEYS	00001	948679	332529	03/15/19	610.00
	FOUND MY KEYS	00001	948680	332529	03/15/19	977.50
	GABLEHOUSE GRANBERG LLC	00001	948779	332592	03/18/19	2,632.00
	GABLEHOUSE GRANBERG LLC	00001	948780	332592	03/18/19	1,092.00
	GALLS LLC	00001	948681	332529	03/15/19	789.50
	GALLS LLC	00001	948939	332799	03/20/19	40.38
	GALLS LLC	00001	948940	332799	03/20/19	97.90
	GALLS LLC	00001	948941	332799	03/20/19	146.85
	GALLS LLC	00001	948942	332799	03/20/19	294.95
	GALLS LLC	00001	948953	332799	03/20/19	349.70
	GALLS LLC	00001	948954	332799	03/20/19	307.70
	GALLS LLC	00001	948955	332799	03/20/19	184.66
	GALLS LLC	00001	948956	332799	03/20/19	121.14
	GALLS LLC	00001	948957	332799	03/20/19	103.90
	GALLS LLC	00001	948958	332799	03/20/19	195.80
	GALLS LLC	00001	948959	332799	03/20/19	394.38
	GALLS LLC	00001	948960	332799	03/20/19	49.99
	GEO GROUP INC	00001	948836	332677	03/19/19	292.60
	HILL & ROBBINS	00001	949063	332896	03/21/19	285.00
	IDEXX DISTRIBUTION INC	00001	948746	332580	03/18/19	468.65
	IDEXX DISTRIBUTION INC	00001	948747	332580	03/18/19	2,422.26
	INTERVENTION COMMUNITY CORRECT	00001	948833	332677	03/19/19	354.20
	INTERVENTION COMMUNITY CORRECT	00001	948834	332677	03/19/19	264.60
	INTERVENTION COMMUNITY CORRECT	00001	948835	332677	03/19/19	291.20

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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>
	JACHIMIAK PETERSON LLC	00001	948781	332592	03/18/19	10,620.50
	KD SERVICE GROUP	00001	948961	332799	03/20/19	189.38
	LARIMER COUNTY COMMUNITY CORRE	00001	949065	332896	03/21/19	145.60
	LEXIS NEXIS MATTHEW BENDER	00001	948962	332799	03/20/19	2,126.99
	LINKEDIN.COM	00001	949108	333003	03/22/19	2,962.20
	LINKEDIN.COM	00001	949108	333003	03/22/19	2,962.20
	MOTOROLA INC	00001	948682	332529	03/15/19	3,311.12
	MOTOROLA INC	00001	948684	332529	03/15/19	42.34
	MOTOROLA INC	00001	948964	332799	03/20/19	1,062.15
	MWI VETERINARY SUPPLY CO	00001	948748	332580	03/18/19	1,310.97
	MWI VETERINARY SUPPLY CO	00001	948749	332580	03/18/19	163.44
	MWI VETERINARY SUPPLY CO	00001	948750	332580	03/18/19	255.15
	MWI VETERINARY SUPPLY CO	00001	948751	332580	03/18/19	698.29
	MWI VETERINARY SUPPLY CO	00001	948752	332580	03/18/19	26.82
	MWI VETERINARY SUPPLY CO	00001	948753	332580	03/18/19	145.68
	MWI VETERINARY SUPPLY CO	00001	948754	332580	03/18/19	72.72
	MWI VETERINARY SUPPLY CO	00001	948943	332792	03/20/19	147.70
	MWI VETERINARY SUPPLY CO	00001	948944	332792	03/20/19	23.46
	MWI VETERINARY SUPPLY CO	00001	948945	332792	03/20/19	172.04
	MWI VETERINARY SUPPLY CO	00001	948946	332792	03/20/19	119.64
	MWI VETERINARY SUPPLY CO	00001	948947	332792	03/20/19	73.30
	OLD VINE PINNACLE ASSOCIATES	00001	948952	332792	03/20/19	800.00
	ORACLE AMERICA INC	00001	948921	332792	03/20/19	4,623.64
	ORACLE AMERICA INC	00001	948922	332792	03/20/19	1,983.62
	PATTERSON VETERINARY SUPPLY IN	00001	948755	332580	03/18/19	203.77
	PATTERSON VETERINARY SUPPLY IN	00001	948756	332580	03/18/19	38.26
	PIPKIN CHRISTOPHER R	00001	948893	332720	03/19/19	2,500.00
	PRO FORCE LAW ENFORCEMENT	00001	948686	332529	03/15/19	5,496.13
	PRO FORCE LAW ENFORCEMENT	00001	948689	332529	03/15/19	13,177.50
	PRO FORCE LAW ENFORCEMENT	00001	948690	332529	03/15/19	5,962.50
	PRO FORCE LAW ENFORCEMENT	00001	948692	332529	03/15/19	42,600.00
	PRO FORCE LAW ENFORCEMENT	00001	948692	332529	03/15/19	1,397.50
	PRO FORCE LAW ENFORCEMENT	00001	948692	332529	03/15/19	6,397.65
	PRO FORCE LAW ENFORCEMENT	00001	948692	332529	03/15/19	2,994.76
	PRO FORCE LAW ENFORCEMENT	00001	948693	332529	03/15/19	255.24
	PROFESSIONAL PIPE SERVICES	00001	949109	333003	03/22/19	171,311.09

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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>
	PRUDENTIAL OVERALL SUPPLY	00001	948757	332580	03/18/19	55.28
	PRUDENTIAL OVERALL SUPPLY	00001	948758	332580	03/18/19	55.28
	ROADRUNNER PHARMACY INCORPORAT	00001	948759	332580	03/18/19	261.78
	SALT LAKE WHOLESALE SPORTS	00001	948965	332799	03/20/19	29,555.00
	SOLARWINDS WORLDWIDE LLC	00001	949055	332882	03/21/19	7,628.00
	SOLARWINDS WORLDWIDE LLC	00001	949055	332882	03/21/19	5,638.00
	SUMMIT FOOD SERVICE LLC	00001	948695	332529	03/15/19	27,202.98
	SUMMIT FOOD SERVICE LLC	00001	948697	332529	03/15/19	5,050.28
	SUMMIT FOOD SERVICE LLC	00001	948966	332799	03/20/19	5,092.90
	SUMMIT FOOD SERVICE LLC	00001	948967	332799	03/20/19	27,729.81
	TIME TO CHANGE	00001	948837	332677	03/19/19	78,417.09
	TIME TO CHANGE	00001	948838	332677	03/19/19	103,938.22
	TIME TO CHANGE	00001	948839	332677	03/19/19	77,102.26
	TIME TO CHANGE	00001	948840	332677	03/19/19	2,198.61
	TIME TO CHANGE	00001	948856	332677	03/19/19	42,053.84
	TIME TO CHANGE	00001	948842	332677	03/19/19	6,980.10
	TIME TO CHANGE	00001	948843	332677	03/19/19	4,444.10
	TIME TO CHANGE	00001	948844	332677	03/19/19	1,174.60
	TIME TO CHANGE	00001	948845	332677	03/19/19	18,106.20
	TIME TO CHANGE	00001	948846	332677	03/19/19	18,968.40
	TIME TO CHANGE	00001	948847	332677	03/19/19	23,494.95
	TIME TO CHANGE	00001	948848	332677	03/19/19	26,728.20
	TIME TO CHANGE	00001	948849	332677	03/19/19	28,538.82
	TIME TO CHANGE	00001	948850	332677	03/19/19	24,745.14
	TIME TO CHANGE	00001	948851	332677	03/19/19	12,006.15
	TIME TO CHANGE	00001	948852	332677	03/19/19	11,170.97
	TIME TO CHANGE	00001	948853	332677	03/19/19	2,414.16
	TIME TO CHANGE	00001	948854	332677	03/19/19	603.54
	TIME TO CHANGE	00001	948857	332677	03/19/19	10,863.72
	TIME TO CHANGE	00001	948924	332792	03/20/19	408.00
	TIME TO CHANGE	00001	948925	332792	03/20/19	1,343.00
	TIME TO CHANGE	00001	948926	332792	03/20/19	612.00
	TIME TO CHANGE	00001	948927	332792	03/20/19	1,513.00
	TOSHIBA FINANCIAL SERVICES	00001	948968	332799	03/20/19	2,871.02
	TOSHIBA FINANCIAL SERVICES	00001	948968	332799	03/20/19	1,506.04
	TOSHIBA FINANCIAL SERVICES	00001	948968	332799	03/20/19	187.44

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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>
	TOSHIBA FINANCIAL SERVICES	00001	948968	332799	03/20/19	822.76
	WRIGHTWAY INDUSTRIES INC	00001	948760	332580	03/18/19	530.84
					Account Total	978,971.32
	Retainages Payable					
	PROFESSIONAL PIPE SERVICES	00001	949109	333003	03/22/19	8,565.55-
					Account Total	8,565.55-
					Department Total	970,405.77

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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					
	AUTOMATED BUILDING SOLUTIONS I	00005	948766	332580	03/18/19	1,500.00
					Account Total	1,500.00
					Department Total	1,500.00

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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>
	Building Repair & Maint					
	3E COMPANY	00005	948978	332819	03/20/19	500.00
					Account Total	500.00
	Grounds Maintenance					
	L L JOHNSON DIST	00005	948974	332819	03/20/19	2,350.00
	L L JOHNSON DIST	00005	948975	332819	03/20/19	4.41-
	TORO NSN	00005	948977	332819	03/20/19	229.00
					Account Total	2,574.59
	Repair & Maint Supplies					
	ALSCO AMERICAN INDUSTRIAL	00005	948969	332819	03/20/19	47.49
	ALSCO AMERICAN INDUSTRIAL	00005	948970	332819	03/20/19	45.58
	ALSCO AMERICAN INDUSTRIAL	00005	948971	332819	03/20/19	45.58
	DEN COL SUPPLY	00005	948972	332819	03/20/19	167.07
					Account Total	305.72
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	281.71
					Account Total	281.71
	Vehicle Parts & Supplies					
	INTERSTATE BATTERY OF ROCKIES	00005	948973	332819	03/20/19	104.85
	POTESTIO BROTHER EQUIPMENT	00005	948976	332819	03/20/19	25.53
					Account Total	130.38
					Department Total	3,792.40

County of Adams
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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>
	Building Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	380.00
					Account Total	380.00
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	18,159.49
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	11,701.23
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	339.68
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	1,113.97
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	242.94
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	3,528.19
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	650.48
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	4,141.18
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	773.77
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	1,148.95
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	875.01
					Account Total	42,674.89
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	728.21
					Account Total	728.21
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	444.00
					Account Total	444.00
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	57.58
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	73.92
					Account Total	131.50
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	948895	332715	03/19/19	485.99
					Account Total	485.99
					Department Total	44,844.59

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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					
	DAVIS GRAHAM & STUBBS LLP	00001	948617	332447	03/14/19	755.50
					Account Total	755.50
					Department Total	755.50

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<u>1079</u>	<u>Human 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=9353	00001	949027	332834	03/01/19	8,068.83
	Energy Cap Bill ID=9356	00001	949028	332834	03/01/19	6,157.06
					Account Total	14,225.89
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	949060	332893	03/21/19	19,014.40
					Account Total	19,014.40
	Water/Sewer/Sanitation					
	REPUBLIC SERVICES #535	00001	948996	332823	03/20/19	1,031.06
					Account Total	1,031.06
					Department Total	34,271.35

County of Adams
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<u>935119</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	WESTMINSTER PRESBYTERIAN CHURC	00031	948790	332598	03/18/19	2,180.32
	WESTMINSTER PUBLIC SCHOOLS	00031	948791	332598	03/18/19	2,812.00
					Account Total	4,992.32
	Telephone					
	CENTURY LINK	00031	948788	332598	03/18/19	172.96
	CENTURY LINK	00031	948789	332598	03/18/19	125.31
					Account Total	298.27
					Department Total	5,290.59

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<u>961017</u>	<u>HOME2017/2018</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	COMMUNITY RESOURCES AND	00030	948701	332535	03/15/19	9,304.64
					Account Total	9,304.64
					Department Total	9,304.64

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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>
	COBRA Medical - Kaiser Ins.					
	KAISER PERMANENTE	00019	948745	332583	03/18/19	1,829.03
					Account Total	1,829.03
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	948928	332792	03/20/19	5,817.08
	COLO FRAME & SUSPENSION	00019	948929	332792	03/20/19	7,292.22
	JOE'S TOWING & RECOVERY	00019	948892	332720	03/19/19	80.00
					Account Total	13,189.30
					Department Total	15,018.33

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<u>8614</u>	<u>Insurance- Delta Dental</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ins Premium Dental-Delta					
	DELTA DENTAL PLAN OF COLO	00019	948744	332583	03/18/19	15,293.45
					Account Total	15,293.45
					Department Total	15,293.45

County of Adams
Vendor Payment Report

8611	Insurance- Property/Casualty	Fund	Voucher	Batch No	GL Date	Amount
	Administration Fee					
	TRISTAR RISK MANAGEMENT	00019	948624	332454	03/14/19	421.00
					Account Total	421.00
	Auto Physical Damage					
	ALLCLEAR ID INC	00019	948623	332453	03/14/19	10,000.00
					Account Total	10,000.00
	Insurance Premiums					
	ARTHUR J GALLAGHER	00019	948611	332447	03/14/19	645.00
					Account Total	645.00
					Department Total	11,066.00

County of Adams
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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>
	Telephone					
	TDS TELECOM	00001	948505	332322	03/12/19	847.19
					Account Total	847.19
					Department Total	847.19

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6107	Open Space Projects	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	UNITED POWER (UNION REA)	00027	948691	332531	03/15/19	29.25
	UNITED POWER (UNION REA)	00027	948694	332531	03/15/19	221.02
	UNITED POWER (UNION REA)	00027	949007	332823	03/20/19	65.25
					Account Total	315.52
					Department Total	315.52

County of Adams
Vendor Payment Report

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COLT AND STEEL CORPORATION	00027	948814	332609	03/18/19	73,603.69
					Account Total	73,603.69
					Department Total	73,603.69

County of Adams
Vendor Payment Report

6202	Open Space Tax- Grants	Fund	Voucher	Batch No	GL Date	Amount
	Grants to Other Instit					
	BARR LAKE STATE PARK	00028	948519	332340	03/12/19	97,184.74
	BENNETT SCHOOLS	00028	948520	332340	03/02/19	69,551.70
	STARGATE SCHOOL	00028	948517	332340	03/12/19	85,374.76
	WESTMINSTER CITY OF	00028	948518	332340	03/12/19	411,376.44
					Account Total	663,487.64
					Department Total	663,487.64

County of Adams
Vendor Payment Report

<u>1111</u>	<u>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=9348	00001	949029	332834	02/26/19	43.31
	Energy Cap Bill ID=9349	00001	949030	332834	02/26/19	1,354.99
	Energy Cap Bill ID=9351	00001	949031	332834	02/26/19	1,121.30
	Energy Cap Bill ID=9354	00001	949032	332834	02/26/19	1,533.29
	Energy Cap Bill ID=9355	00001	949033	332834	02/26/19	958.55
					Account Total	5,011.44
					Department Total	5,011.44

County of Adams
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<u>1015</u>	<u>People & Culture - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Insurance Premiums					
	ALLEN JUDITH	00001	948792	332599	03/18/19	600.00
					Account Total	600.00
	Tuition Reimbursement					
	MCDERMOTT HEATHER	00001	948804	332601	03/18/19	765.00
	NEELY TRACY	00001	948803	332601	03/18/19	1,579.99
					Account Total	2,344.99
					Department Total	2,944.99

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<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	948668	332513	03/15/19	24.99
					Account Total	24.99
					Department Total	24.99

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<u>5010</u>	<u>PKS- Fair & Special Events</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Liquor Purchases					
	AMERICAN EAGLE DISTRIBUTING	00001	948428	332242	03/11/19	30.00
					Account Total	30.00
	Queen Pageant Expense					
	THOMPSON RHONDA	00001	948676	332513	03/15/19	500.00
					Account Total	500.00
					Department Total	530.00

County of Adams
Vendor Payment Report

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	DEEP ROCK WATER	00001	948669	332513	03/15/19	42.69
					Account Total	42.69
	Water/Sewer/Sanitation					
	UNITED SITE SERVICES	00001	948425	332242	03/11/19	377.94
					Account Total	377.94
					Department Total	420.63

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Vendor Payment Report

<u>1089</u>	<u>PLN- Boards & Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	DUPRIEST JOHN FIELDEN	00001	948743	332581	03/18/19	65.00
	FOREST SEAN	00001	948740	332581	03/18/19	65.00
	HERRERA, AARON	00001	948737	332581	03/18/19	65.00
	MARTINEZ JUSTIN PAUL	00001	948739	332581	03/18/19	65.00
	PLAKORUS DAVID	00001	948738	332581	03/18/19	65.00
	RICHARDSON SHARON	00001	948742	332581	03/18/19	65.00
	THOMPSON GREGORY PAUL	00001	948741	332581	03/18/19	65.00
					Account Total	455.00
					Department Total	455.00

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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					
	BFI TOWER ROAD LANDFILL	00013	948869	332680	03/19/19	920.25
	BFI TOWER ROAD LANDFILL	00013	948870	332680	03/19/19	934.65
	CDL COLLEGE	00013	949092	332988	03/22/19	1,500.00
	CENTRAL SALT LLC	00013	948873	332680	03/19/19	21,502.48
	DREXEL BARRELL & CO	00013	949114	333003	03/22/19	57.79
	DREXEL BARRELL & CO	00013	949114	333003	03/22/19	25,205.55
	ENVIROTECH SERVICES INC	00013	948858	332680	03/19/19	1,757.69
	ENVIROTECH SERVICES INC	00013	948859	332680	03/19/19	3,175.47
	ENVIROTECH SERVICES INC	00013	948860	332680	03/19/19	3,077.58
	ENVIROTECH SERVICES INC	00013	948861	332680	03/19/19	3,171.16
	ENVIROTECH SERVICES INC	00013	948862	332680	03/19/19	2,956.02
	ENVIROTECH SERVICES INC	00013	948863	332680	03/19/19	3,173.32
	ENVIROTECH SERVICES INC	00013	948864	332680	03/19/19	3,019.49
	ENVIROTECH SERVICES INC	00013	948865	332680	03/19/19	3,031.32
	ENVIROTECH SERVICES INC	00013	948866	332680	03/19/19	3,048.53
	ENVIROTECH SERVICES INC	00013	948867	332680	03/19/19	2,861.36
	ENVIROTECH SERVICES INC	00013	948880	332680	03/19/19	2,999.05
	GRAINGER	00013	948876	332680	03/19/19	116.99
	GRAINGER	00013	948877	332680	03/19/19	103.57
	GRAINGER	00013	948878	332680	03/19/19	103.57
	GRAINGER	00013	949089	332988	03/22/19	6,730.67
	GRAINGER	00013	949090	332988	03/22/19	176.13
	J & A TRAFFIC PRODUCTS	00013	948871	332680	03/19/19	5,980.00
	J & A TRAFFIC PRODUCTS	00013	948871	332680	03/19/19	1,902.50
	J & A TRAFFIC PRODUCTS	00013	948872	332680	03/19/19	3,587.50
	JALISCO INTL INC	00013	949112	333003	03/22/19	207,802.00
	KUMAR & ASSOCIATES INC	00013	949113	333003	03/22/19	735.00
	L4 CONSTRUCTION LLC	00013	949111	333003	03/22/19	10,979.00
	ROCKSOL CONSULTING GROUP INC	00013	949110	333003	03/22/19	1,209.90
	SALTWORX INC	00013	948875	332680	03/19/19	31,926.32
	W L CONTRACTORS INC	00013	948868	332680	03/19/19	1,987.60
	W L CONTRACTORS INC	00013	949087	332988	03/22/19	6,276.70
	W L CONTRACTORS INC	00013	949088	332988	03/22/19	7,299.86
					Account Total	369,309.02

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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>
	Retainages Payable					
	JALISCO INTL INC	00013	949112	333003	03/22/19	10,390.10-
					Account Total	10,390.10-
					Department Total	358,918.92

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<u>97975</u>	<u>RESEA Program-FY16</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00035	948932	332796	03/20/19	16.00
					Account Total	16.00
					Department Total	16.00

County of Adams
Vendor Payment Report

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Brain Trust					
	COLO DEPT OF HUMAN SERVICES	00094	948700	332533	03/15/19	2,550.00
					Account Total	2,550.00
					Department Total	2,550.00

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Vendor Payment Report

<u>2004</u>	<u>Sheriff Training</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	91.70
					Account Total	91.70
					Department Total	91.70

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<u>4315</u>	<u>SpacePort</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Registration Fees					
	COMMERCIAL SPACE PROGRESS FOUN	00043	948673	332519	03/15/19	4,400.00
					Account Total	4,400.00
					Department Total	4,400.00

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Vendor Payment Report

<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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	2.29
					Account Total	2.29
					Department Total	2.29

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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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	197.94
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	126.61
					Account Total	324.55
					Department Total	324.55

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Vendor Payment Report

<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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	123.82
					Account Total	123.82
					Department Total	123.82

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Vendor Payment Report

<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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	173.66
					Account Total	173.66
	Other Communications					
	CENTURY LINK	00001	948983	332821	03/20/19	88.99
					Account Total	88.99
					Department Total	262.65

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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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	776.25
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	379.82
					Account Total	1,156.07
	Operating Supplies					
	COPYCO QUALITY PRINTING INC	00001	948984	332821	03/20/19	8,166.90
					Account Total	8,166.90
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	948979	332821	03/20/19	85.00
					Account Total	85.00
					Department Total	9,407.97

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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>
	Software					
	ADAMS COUNTY COMMUNICATION CEN	00001	949037	332821	03/20/19	8,400.00
	ADAMS COUNTY COMMUNICATION CEN	00001	949038	332821	03/20/19	1,013.28
					Account Total	9,413.28
					Department Total	9,413.28

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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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	108.80
					Account Total	108.80
	Uniforms & Cleaning					
	ADAMSON POLICE PRODUCTS	00001	948980	332821	03/20/19	131.25
	ADAMSON POLICE PRODUCTS	00001	948981	332821	03/20/19	189.73
	ADAMSON POLICE PRODUCTS	00001	948982	332821	03/20/19	155.50
					Account Total	476.48
	Vehicle Repair & Maint					
	WIRELESS ADVANCED COMMUNICATIO	00001	949039	332821	03/20/19	125.00
					Account Total	125.00
					Department Total	710.28

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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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	156.48
					Account Total	156.48
					Department Total	156.48

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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>
	Equipment Rental					
	TOSHIBA BUSINESS SOLUTIONS	00001	949036	332821	03/20/19	40.01
					Account Total	40.01
	Other Professional Serv					
	NORTHGLENN AMBULANCE	00001	948985	332821	03/20/19	627.90
					Account Total	627.90
					Department Total	667.91

County of Adams
Vendor Payment Report

<u>3019</u>	<u>Transportation 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	948824	332676	03/19/19	1,241.33
	AURORA CITY OF	00013	948825	332676	03/19/19	178,750.37
	BENNETT TOWN OF	00013	948826	332676	03/19/19	6,985.18
	BRIGHTON CITY OF	00013	948827	332676	03/19/19	112,942.08
	COMMERCE CITY CITY OF	00013	948828	332676	03/19/19	115,115.03
	FEDERAL HEIGHTS CITY OF	00013	948829	332676	03/19/19	18,862.56
	NORTHGLENN CITY OF	00013	948830	332676	03/19/19	71,298.21
	THORNTON CITY OF	00013	948831	332676	03/19/19	233,000.70
	WESTMINSTER CITY OF	00013	948832	332676	03/19/19	103,663.40
					Account Total	841,858.86
					Department Total	841,858.86

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Vendor Payment Report

<u>3031</u>	<u>Transportation Opers & Maint</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Dust Abatement					
	COBITCO INC	00013	948729	332579	03/18/19	165.15
	COBITCO INC	00013	948730	332579	03/18/19	349.95
	COBITCO INC	00013	948731	332579	03/18/19	349.25
	WAYNE A MITCHELL LLC	00013	948728	332579	03/18/19	682.50
					Account Total	1,546.85
	Ice Control Material					
	CENTRAL SALT LLC	00013	948873	332680	03/19/19	.01-
					Account Total	.01-
	Operating Supplies					
	ALSCO AMERICAN INDUSTRIAL	00013	948733	332579	03/18/19	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	948734	332579	03/18/19	76.10
	ALSCO AMERICAN INDUSTRIAL	00013	948735	332579	03/18/19	88.97
	ALSCO AMERICAN INDUSTRIAL	00013	948736	332579	03/18/19	76.10
	CINTAS FIRST AID & SAFETY	00013	948726	332579	03/18/19	42.83
	CINTAS FIRST AID & SAFETY	00013	948727	332579	03/18/19	42.61
					Account Total	402.71
	Pothole Asphalt					
	BRANNAN SAND & GRAVEL COMPANY	00013	948724	332579	03/18/19	132.44
	BRANNAN SAND & GRAVEL COMPANY	00013	948725	332579	03/18/19	143.88
					Account Total	276.32
	Water/Sewer/Sanitation					
	PREMIER PORTABLES	00013	948732	332579	03/18/19	350.00
					Account Total	350.00
					Department Total	2,575.87

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<u>3055</u>	<u>Transportation Streets Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00013	948717	332578	03/18/19	88.49
	UNITED POWER (UNION REA)	00013	948718	332578	03/18/19	33.00
	UNITED POWER (UNION REA)	00013	948719	332578	03/18/19	16.50
	UNITED POWER (UNION REA)	00013	948720	332578	03/18/19	175.51
	UNITED POWER (UNION REA)	00013	948721	332578	03/18/19	16.50
	UNITED POWER (UNION REA)	00013	948722	332578	03/18/19	33.00
	XCEL ENERGY	00013	948709	332578	03/18/19	124.27
	XCEL ENERGY	00013	948710	332578	03/18/19	90.31
	XCEL ENERGY	00013	948711	332578	03/18/19	132.31
	XCEL ENERGY	00013	948712	332578	03/18/19	202.59
	XCEL ENERGY	00013	948713	332578	03/18/19	22,266.49
	XCEL ENERGY	00013	948714	332578	03/18/19	4,713.16
	XCEL ENERGY	00013	948715	332578	03/18/19	236.90
	XCEL ENERGY	00013	948716	332578	03/18/19	113.06
					Account Total	28,242.09
	Traffic Signal Maintenance					
	UTILITY NOTIFICATION CENTER OF	00013	948723	332579	03/18/19	120.70
					Account Total	120.70
					Department Total	28,362.79

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<u>97800</u>	<u>Wagner-Peyser</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	948948	332796	03/20/19	32.23
					Account Total	32.23
					Department Total	32.23

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<u>97803</u>	<u>Wagner-Peyser Migrant Seasonal</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	948948	332796	03/20/19	84.87
					Account Total	84.87
					Department Total	84.87

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Vendor Payment Report

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Laboratory Analysis					
	ALBERTS WATER & WASTEWATER SER	00043	949052	332880	03/21/19	275.00
	COLO ANALYTICAL LABORATORY	00043	948672	332519	03/15/19	425.00
	COLO ANALYTICAL LABORATORY	00043	949053	332880	03/21/19	60.00
					Account Total	760.00
					Department Total	760.00

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Vendor Payment Report

<u>99806</u>	<u>WIOA & Wag/Pey Shared Prog Cst</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	948948	332796	03/20/19	42.43
					Account Total	42.43
					Department Total	42.43

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Vendor Payment Report

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	NUTRITION THERAPY INSTITUTE	00035	948622	332441	03/14/19	3,000.00
					Account Total	3,000.00
					Department Total	3,000.00

County of Adams
Vendor Payment Report

97500	WIOA YOUTH OLDER	Fund	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Incentives					
	CARRILLO NICOLETTE	00035	948931	332796	03/20/19	20.00
	ESPARZA ANAYIZ	00035	948930	332796	03/20/19	40.00
	HERNANDEZ JANELSA	00035	948621	332441	03/14/19	25.00
	MARTINEZ HERNANDEZ JENNIFER	00035	948582	332441	03/14/19	25.00
					Account Total	110.00
					Department Total	110.00

County of Adams
Vendor Payment Report

<u>99807</u>	<u>Youth Shared Prgrm Direct Cost</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	948948	332796	03/20/19	<u>254.60</u>
					Account Total	<u>254.60</u>
					Department Total	<u><u>254.60</u></u>

County of Adams
Vendor Payment Report

Grand Total 3,585,771.59



**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
Mary Hodge - District #5**

**Tuesday
March 26, 2019
9:30 AM**

1. ROLL CALL

Rollcall

Present: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

Excused: 2 - Commissioner Pinter, and Commissioner O'Dorisio

2. PLEDGE OF ALLEGIANCE

3. MOTION TO APPROVE AGENDA

A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that the Agenda be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

4. AWARDS AND PRESENTATIONS

A. Public Works Staff Recognition

B. Proclamation of April 2019 as Child Abuse Awareness and Prevention Month

5. PUBLIC COMMENT

A. Citizen Communication

A total of 30 minutes is allocated at this time for public comment and each speaker will be limited to 3 minutes. If there are additional requests from the public to address the Board, time will be allocated at the end of the meeting to complete public comment. The chair requests that there be no public comment on issues for which a prior public hearing has been held before this Board.

B. Elected Officials' Communication

6. CONSENT CALENDAR

A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that the Consent Calendar be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

- A. List of Expenditures Under the Dates of March 11-15, 2019**
- B. Minutes of the Commissioners' Proceedings from March 19, 2019**
- C. Minutes of the Commissioners' Proceedings from March 20, 2019**
- D. Resolution Accepting a Quitclaim Deed Conveying Property from Gilliland Family Partners LLLP to Adams County for the Dedication of Right-of-Way for East 64th Avenue
(File approved by ELT)**
- E. Resolution Accepting a Permanent Drainage Easement from Hyland Hills Park and Recreation District to Adams County for Storm Water Drainage Purposes
(File approved by ELT)**
- F. Resolution Accepting a Quitclaim Deed Conveying Property from Viva A&R, LLC, to Adams County for the Dedication of Right-of-Way for East 71st Avenue
(File approved by ELT)**
- G. Resolution Approving an Agreement for Purchase of Real Property for the Harley Property between the Estate of Jean E. Harley and Adams County
(File approved by ELT)**
- H. Resolution Approving the Colorado Preschool Program Independent Contractor Agreement for Services of \$10,000 or more with Adams 14 School District for PY 2018-2019
(File approved by ELT)**
- I. Resolution Approving Termination of Regional Park Farmland Lease Agreement between Adams County and Richard Larson
(File approved by ELT)**

7. NEW BUSINESS

A. COUNTY MANAGER

1. Resolution Awarding an Agreement to FCI Constructors for Construction Management General Contractor Services for the Adams County Fleet and Public Works Buildings
(File approved by ELT)
A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that this New Business be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

B. COUNTY ATTORNEY

8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) and (e) for the Purpose of Receiving Legal Advice and Instructing Negotiators Regarding Noise Monitoring Litigation

A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that the Executive Session be approved. The motion carried by the following vote:

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

9. LAND USE HEARINGS

A. Cases to be Heard

1. RCU2018-00056 Pivot-38 Conditional Use Permit
(File approved by ELT)
A motion was made by Commissioner Henry, seconded by Commissioner Hodge, that this Land Use Hearing be approved. The motion carried by the following vote:
Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge
2. RCU2018-00055 Molberg at Imboden Conditional Use Permit
(File approved by ELT)
A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that this Land Use Hearing be approved. The motion carried by the following vote:
Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

3. PRC2018-00009 Microgrid Rezone and Preliminary Plat
(File approved by ELT)

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

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

4. PRC2018-00002 Pomponio Filings 3 and 4
(File approved by ELT)

A motion was made by Commissioner Hodge, seconded by Commissioner Henry, that this Land Use Hearing be continued to April 9, 2019. The motion carried by the following vote:

Aye: 3 - Commissioner Henry, Commissioner Tedesco, and Commissioner Hodge

10. ADJOURNMENT

AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution accepting Special Warranty Deed conveying property from Amerco Real Estate Company to Adams County, for the dedication of road right-of-way for York Street.
FROM: Kristin Sullivan, Interim Director of Public Works Brian Staley, P.E., PTOE, 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 accepts the Special Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78th Avenue to Highway 224. The County is in need of a portion of Amerco Real Estate Company property for the construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows Adams County to accept the Special Warranty Deed.

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
Special Warranty Deed
Planning Commission 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 ACCEPTING SPECIAL WARRANTY DEED CONVEYING PROPERTY
FROM AMERCO REAL ESTATE COMPANY TO ADAMS COUNTY, FOR THE
DEDICATION OF ROAD RIGHT-OF-WAY FOR YORK STREET

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 2560 East 76th Avenue, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Amerco Real Estate Company (“Parcel”); and,

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and,

WHEREAS, Amerco Real Estate Company has executed a Special Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of February, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Special Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Special Warranty Deed from Amerco Real Estate Company, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

SPECIAL WARRANTY DEED

THIS DEED, dated this 14th day of September 2018, between Amerco Real Estate Company, a Nevada Corporation, whose address is 2727 North Central Avenue, Phoenix, AZ, 85004, grantor(s), and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Also known by street and number as: 2560 East 76th Avenue

Assessor's schedule or parcel number: part of 01719-36-3-00-073

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, does covenant, and agree that it shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under grantor(s), except and subject to matters of record, and except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Amerco Real Estate Company, a Nevada Corporation

By: [Signature]

Print: Matthew F. Braccia

Title: Vice President

STATE OF ARIZONA)

County of Maricopa) §

The foregoing instrument was acknowledged before me this 17 day of September, 2018, Matthew F. Braccia, as vice president for Amerco Real Estate Company, a Nevada Corporation.

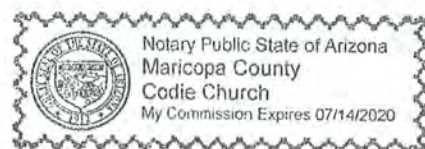
Witness my hand and official seal.

My commission expires: 7/14/20

[Signature]

Notary Public

Name and Address of Person Creating Newly Created Legal Description (§38-35-106.5, C.R.S.)





Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 11 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S66°19'39"E, 51.33 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

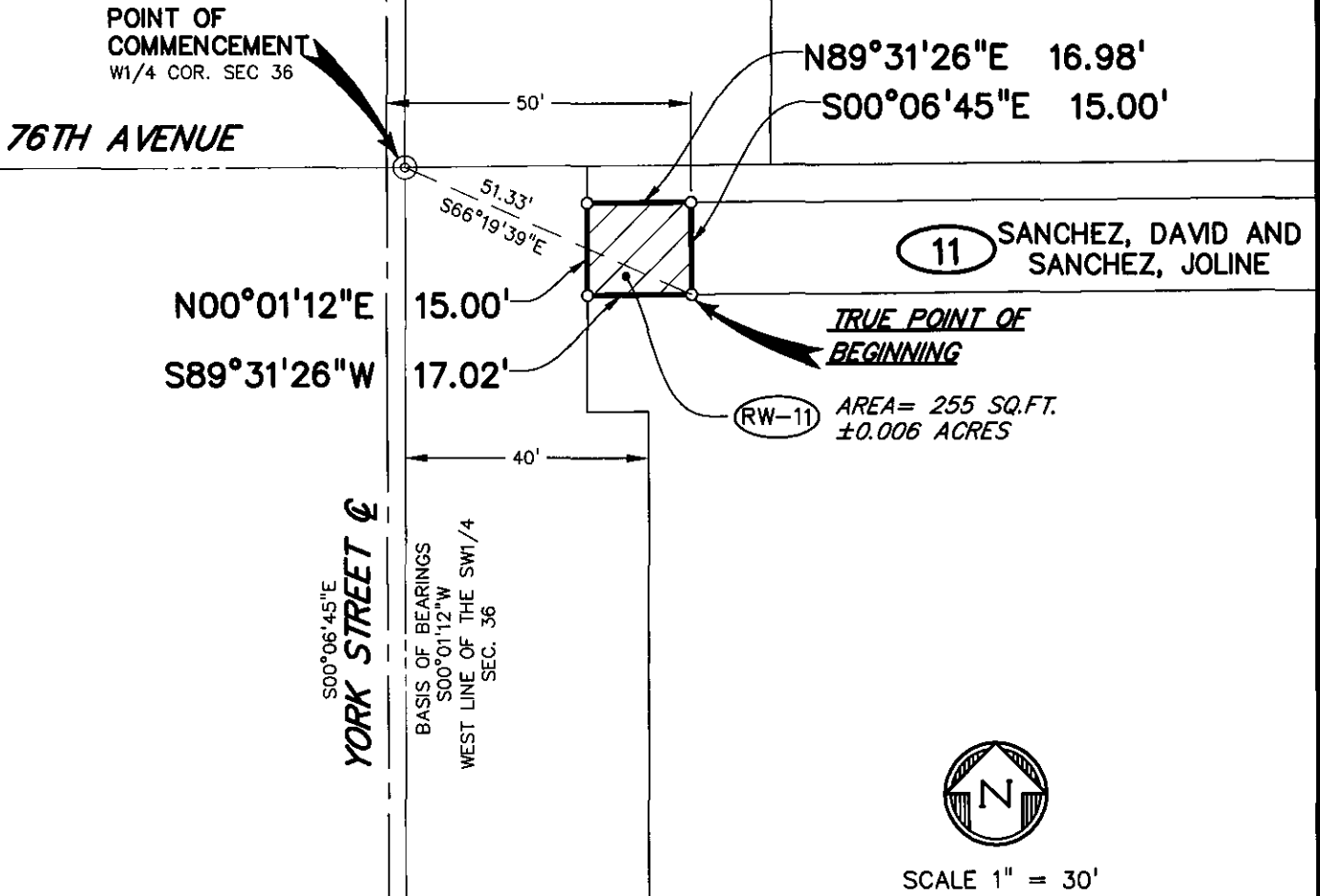
THENCE S89°31'26"W, 17.02 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°01'12"E, 15.00 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526; THENCE N89°31'26"E, 16.98 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 15.00 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.006 ACRES OR 255 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 11 R.O.W. DEDICATION



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

4-21-16

Drawn By

JRF

Job No.

20805

Scale

1" = 30'

Checked By

MES

Drawing No.

IN FILE

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED
FROM AMERCO REAL ESTATE COMPANY TO ADAMS COUNTY
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 14th day of February, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Special Warranty Deed from Amerco Real Estate Company for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Special Warranty Deed is in conjunction with the York Street Improvements Project – York Street from East 78th Avenue to Highway 224, for a portion of 2560 East 76th Avenue, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Special Warranty Deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Gary Thompson, Chairperson/Acting Chairperson of the Adams County Planning Commission, do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution accepting Warranty Deed conveying property from Archdiocese of Denver to Adams County, for the dedication of road right-of-way for York Street.
FROM: Kristin Sullivan, Interim Director of Public Works Brian Staley, P.E., PTOE, 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 accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78th Avenue to Highway 224. The County is in need of a portion of Archdiocese of Denver property for the construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission 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 ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
ARCHDIOCESE OF DENVER TO ADAMS COUNTY, FOR THE DEDICATION OF ROAD
RIGHT-OF-WAY FOR YORK STREET

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7780 York Street, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Archdiocese of Denver (“Parcel”); and,

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and,

WHEREAS, Archdiocese of Denver has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of February, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Archdiocese of Denver, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 2nd day of October 2018, between **ARCHDIOCESE OF DENVER**, a Colorado corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby, whose address is 1300 South Steele Street, Denver, Colorado 80210, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Also known by street and number as: 7780 York Street

Assessor's schedule or parcel number: part of 01719-36-2-00-020

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

ARCHDIOCESE OF DENVER, a Colorado corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby

By: 

Print:

Very Rev. Randy M. Dollins as Attorney-in-Fact

Title:

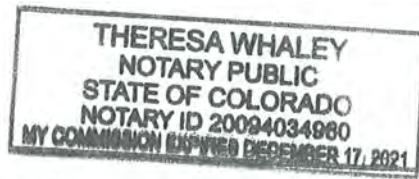
For Samuel J. Aquila, Archbishop

STATE OF Colorado)
County of Denver) §

The foregoing instrument was acknowledged before me this 2nd day of October, 2018,
Very Rev. Randy Collins es, as Attorney-in-fact for Samuel J. Aguila, Archbishop for ARCHDIOCESE OF DENVER, a Colorado
corporation sole as Trustee for Assumption of the Blessed Virgin Mary Parish in Welby.

Witness my hand and official seal.
My commission expires:

Theresa Whaley
Notary Public





Drexel, Barrell & Co.

MAY 2, 2016

LEGAL DESCRIPTION PARCEL 1 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 LOCATED IN THE NW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID NW1/4 TO BEAR N00°12'30"E, THENCE N02°18'36"E, 1111.29 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 5421 AT PAGE 594, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

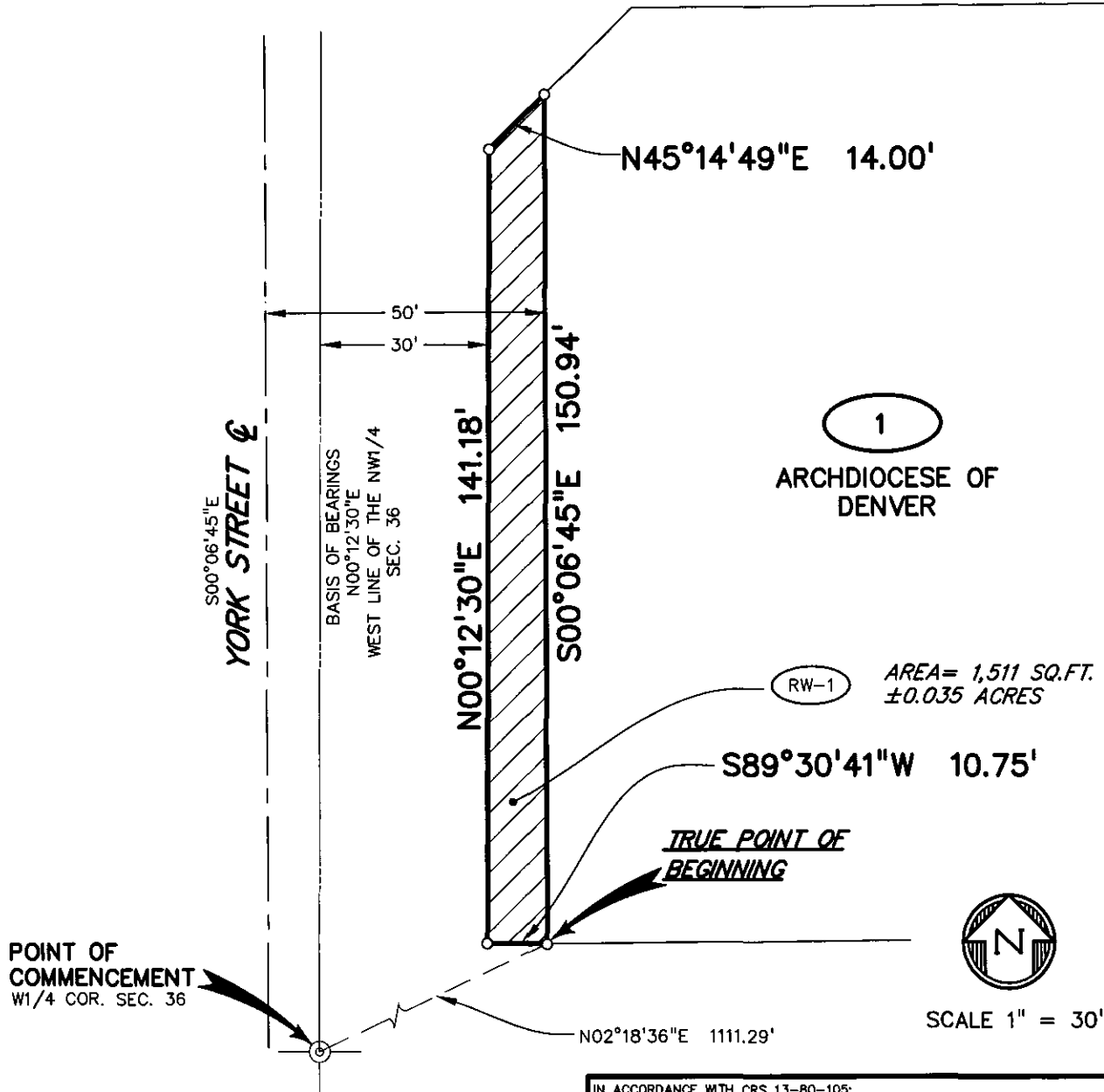
THENCE S89°30'41"W, 10.75 FEET TO THE EASTERLY LINE OF YORK STREET, THENCE N00°12'30"E, 141.18 FEET ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 5421 AT PAGE 594; THENCE N45°14'49"E, 14.00 FEET ALONG SAID NORTHERLY LINE; THENCE S00°06'45"E, 150.94 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.035 ACRES OR 1,511 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 1 R.O.W. DEDICATION



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) 280-0887

GREELEY, COLORADO (970) 351-0845



Revisions - Date

Date

4-21-16

Drawn By

JRF

Job No.

20805

Scale

1"=30'

Checked By

MES

Drawing No.

IN FILE

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
ARCHDIOCESE OF DENVER TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 14th day of February, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Archdiocese of Denver for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Improvements Project – York Street from East 78th Avenue to Highway 224, for a portion of 7780 York Street, located in the Northwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution accepting Warranty Deed conveying property from Amerco Real Estate Company to Adams County, for the dedication of road right-of-way for York Street.
FROM: Kristin Sullivan, Interim Director of Public Works Brian Staley, P.E., PTOE, 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 accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78th Avenue to Highway 224. The County is in need of a portion of Amerco Real Estate Company property for the construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission 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 ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
AMERCO REAL ESTATE COMPANY TO ADAMS COUNTY, FOR THE DEDICATION OF
ROAD RIGHT-OF-WAY FOR YORK STREET

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7540 York Street, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Amerco Real Estate Company (“Parcel”); and,

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and,

WHEREAS, Amerco Real Estate Company has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of February, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Warranty Deed from Amerco Real Estate Company, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 18th day of September 2018, between Amerco Real Estate Company, a Nevada Corporation, whose address is 2727 North Central Avenue, Phoenix, AZ, 85004, grantor(s), and THE COUNTY OF ADAMS, State of Colorado, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Also known by street and number as: 7540 York Street

Assessor's schedule or parcel number: part of 01719-36-3-00-002

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Amerco Real Estate Company, a Nevada Corporation

By: Matthew F. Braccia

Print: MATTHEW F BRACCIA

Title: VICE PRESIDENT

STATE OF ARIZONA)

County of Maricopa) §

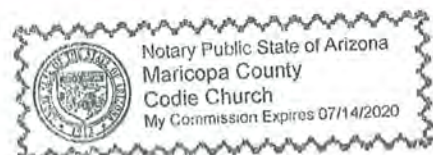
The foregoing instrument was acknowledged before me this 17th day of September 2018, Matthew F. Braccia, as Vice President for Amerco Real Estate Company, a Nevada Corporation.

Witness my hand and official seal.

My commission expires: 7/14/20

C. C. C.

Notary Public





Drexel, Barrell & Co.

MAY 23, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

**LEGAL DESCRIPTION
PARCEL 12
RIGHT-OF-WAY DEDICATION**

A TRACT OF LAND LOCATED IN THE SW1/4 OF SECTION 36, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE W1/4 CORNER OF SAID SECTION 36 AND CONSIDERING THE WEST LINE OF SAID SW1/4 TO BEAR S00°01'12"W, THENCE S66°19'39"E, 51.33 FEET TO THE SOUTHERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000037526, IN THE ADAMS COUNTY RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

THENCE S00°06'45"E, 470.06 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT OF LAND DESCRIBED AT RECEPTION NO. 2010000044076, IN THE ADAMS COUNTY RECORDS; THENCE S89°37'24"W, 8.11 FEET ALONG SAID NORTHERLY LINE TO THE EASTERLY LINE OF YORK STREET; THENCE N00°01'12"E, 451.05 FEET ALONG SAID EASTERLY LINE; THENCE S89°31'26"W, 10.00 FEET ALONG SAID EASTERLY LINE; THENCE N00°01'12"E, 19.00 FEET ALONG SAID EASTERLY LINE TO SAID SOUTHERLY LINE; THENCE N89°31'26"E, 17.02 FEET ALONG SAID SOUTHERLY LINE TO THE **TRUE POINT OF BEGINNING**.

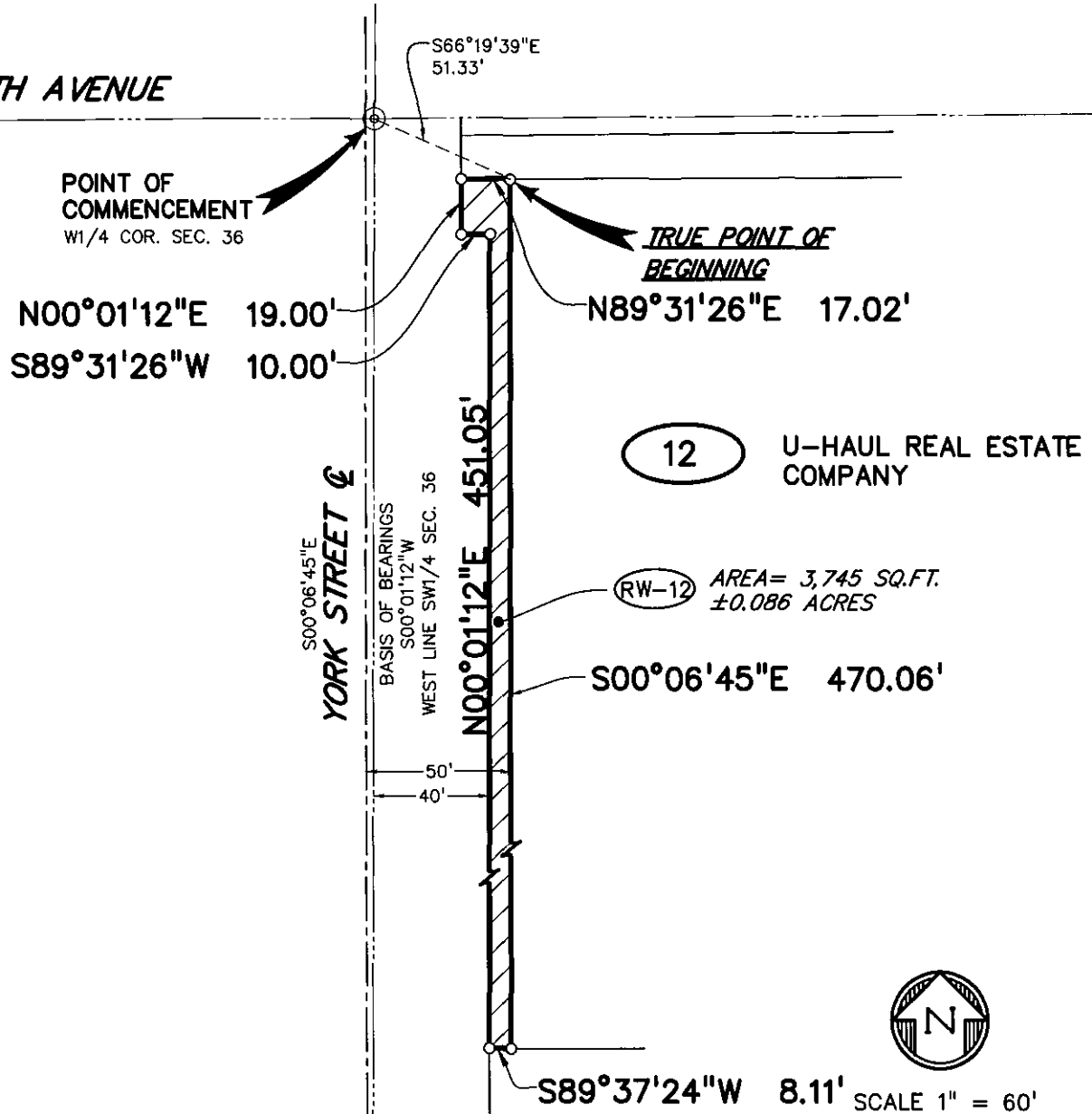
CONTAINING 0.086 ACRES OR 3,745 SQUARE FEET, MORE OR LESS.

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



EXHIBIT PARCEL 12 R.O.W. DEDICATION

76TH AVENUE



NOTES

- THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION
- 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

4-21-16

Drawn By

JRF

Job No.

20805

Scale

1"=60'

Checked By

MES

Drawing No.

IN FILE

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
AMERCO REAL ESTATE COMPANY TO ADAMS COUNTY
FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 14th day of February, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Amerco Real Estate Company for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Improvements Project – York Street from East 78th Avenue to Highway 224, for a portion of 7540 York Street, located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thayer, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution accepting Warranty Deed conveying property from Harick Inc., to Adams County, for the dedication of road right-of-way for York Street.
FROM: Kristin Sullivan, Interim Director of Public Works Brian Staley, P.E., PTOE, 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 accepts the Warranty Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78th Avenue to Highway 224. The County is in need of a portion of Harick Inc., property for the construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows Adams County to accept the Warranty Deed.

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
Warranty Deed
Planning Commission 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 ACCEPTING WARRANTY DEED CONVEYING PROPERTY FROM
HARICK INC., TO ADAMS COUNTY, FOR THE DEDICATION OF ROAD
RIGHT-OF-WAY FOR YORK STREET

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7795 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by Harick Inc. (“Parcel”); and,

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and,

WHEREAS, Harick Inc., has executed a Warranty Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 14th day of February, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Warranty Deed from Harick Inc., a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

WARRANTY DEED

THIS DEED, dated this 11TH day of SEPTEMBER, 2018, between **Harick Inc.**, a Colorado corporation, whose address is 21 Inverness Way East, Englewood, Colorado 80112, grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Also known by street and number as: 7795 York Street

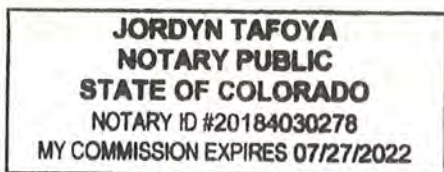
Assessor's schedule or parcel number: part of 01719-35-1-12-009

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensembling and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.



Harick Inc., a Colorado corporation

By: _____

Thomas Richardson, Vice President

STATE OF Colorado)

County of Arapahoe) §

The foregoing instrument was acknowledged before me this 11th day of September, 2018, by Thomas Richardson, as Vice President for Harick Inc., a Colorado corporation.

Witness my hand and official seal.

My commission expires: 7/27/2022

Notary Public



Drexel, Barrell & Co.

MAY 2, 2016

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

LEGAL DESCRIPTION PARCEL 37 RIGHT-OF-WAY DEDICATION

A TRACT OF LAND LOCATED IN THE NE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID NE1/4 TO BEAR N00°12'30"E, THENCE N02°27'48"W, 1287.15 FEET TO THE WESTERLY LINE OF YORK STREET AND THE SOUTHERLY LINE OF EAST 78TH AVENUE, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

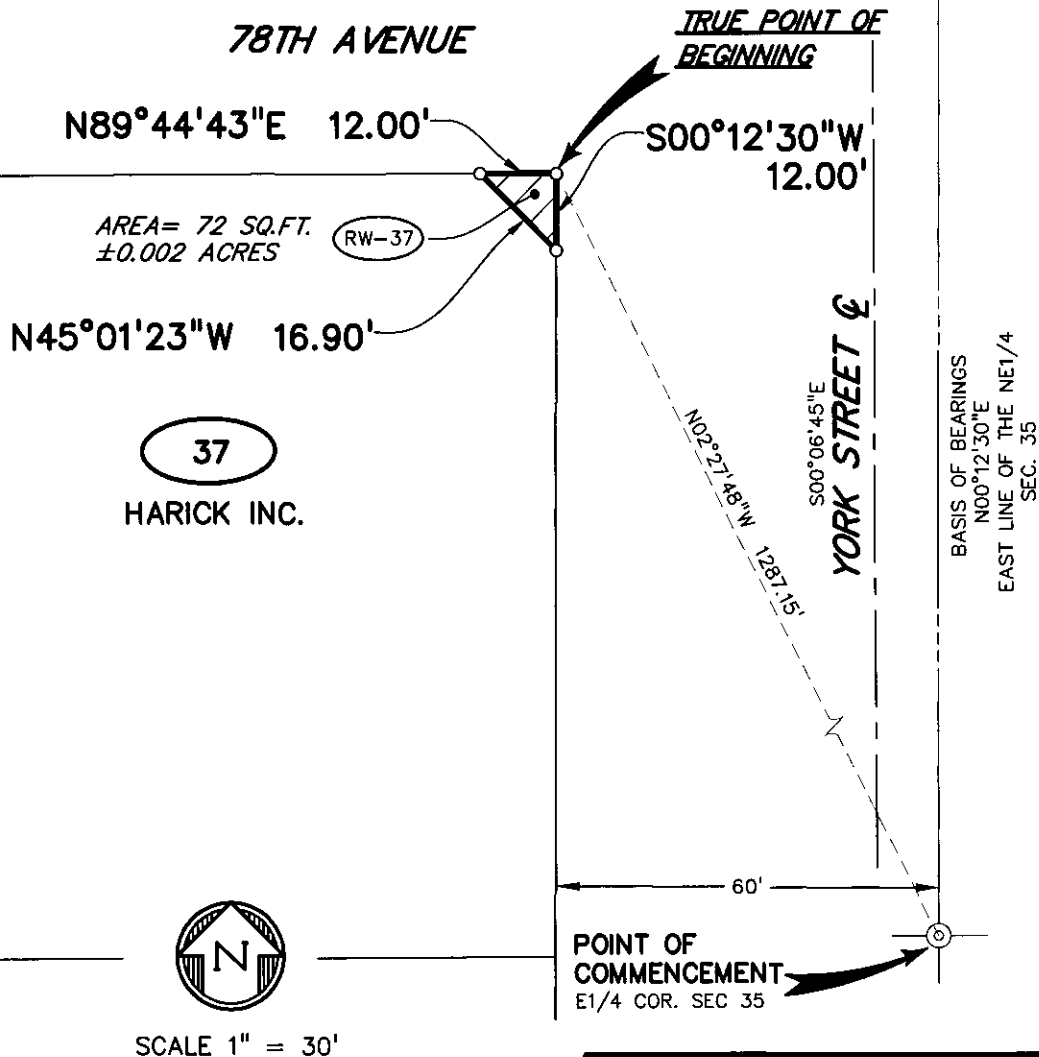
THENCE S00°12'30"W, 12.00 FEET ALONG SAID WESTERLY LINE OF YORK STREET; THENCE N45°01'23"W, 16.90 FEET TO SAID SOUTHERLY LINE OF EAST 78TH AVENUE; N89°44'43"E, 12.00 FEET ALONG SAID SOUTHERLY LINE OF EAST 78TH AVENUE TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.002 ACRES OR 72 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 37
R.O.W. DEDICATION



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) 351-0645

Revisions - Date	Date	Drawn By	Job No.
	4-21-16	JRF	20805
	Scale	Checked By	Drawing No.
	1" = 30'	MES	IN FILE

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM
HARICK INC., TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 14th day of February, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Warranty Deed from Harick Inc., for right-of-way purposes on the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Warranty Deed is in conjunction with the York Street Improvements Project – York Street from East 78th Avenue to Highway 224, for a portion of 7795 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Warranty Deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Greg Thompson, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution accepting Quitclaim Deed conveying property from 7501 York Street, LLC, to Adams County, for the dedication of road right-of-way for York Street.
FROM: Kristin Sullivan, Interim Director of Public Works Brian Staley, P.E., PTOE, 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 accepts the Quitclaim Deed for the acquisition of property needed for road right-of-way.

BACKGROUND:

Adams County is in the process of acquiring a right-of-way for street improvements for the York Street Improvements Project –York Street from East 78th Avenue to Highway 224. The County is in need of a portion of 7501 York Street, LLC, property for the construction of curb, gutter, sidewalk and drainage improvements. The attached resolution allows Adams County to accept the Quitclaim Deed.

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
Quitclaim Deed
Planning Commission 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 ACCEPTING QUITCLAIM DEED CONVEYING PROPERTY FROM
7501 YORK STREET, LLC, TO ADAMS COUNTY, FOR THE DEDICATION OF ROAD
RIGHT-OF-WAY FOR YORK STREET

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Improvements Project – York Street from East 78th Avenue to Highway 224 (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 7501 York Street, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado and is owned by 7501 York Street, LLC (“Parcel”); and,

WHEREAS, Adams County requires ownership of the Parcel for construction of the Project; and,

WHEREAS, 7501 York Street, LLC, has executed a Quitclaim Deed to dedicate the parcel for road right-of-way purposes for York Street that complies with County standards and will benefit the citizens of Adams County; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 28th day of February, 2019, the Planning Commission recommended that the Board of County Commissioners accept said Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Quitclaim Deed from 7501 York Street, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

QUITCLAIM DEED

THIS DEED, made this 28th day of September, 2018, between **7501 York Street, LLC**, a Colorado limited liability company, whose legal address is 910 W. 8th Avenue, Denver, CO, 80204, grantor, and **The County of Adams, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601.

WITNESS, that the grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents does remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams and State of Colorado, described as follows:

Legal description as set forth is Exhibit "A" attached hereto and incorporated herein by this reference.

Dedicated for York Street

Assessor's schedule or parcel numbers: part of: 01719-35-4-00-087

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

7501 York Street, LLC

BY: Hal Naiman

Hal Naiman, Registered Agent of 7501 York Street, LLC

STATE OF COLORADO)

County of Denver) §

The foregoing instrument was acknowledged before me this 28th day of September, 2018, by Hal Naiman as Registered Agent of 7501 York Street, LLC, of 7501 York Street, LLC.

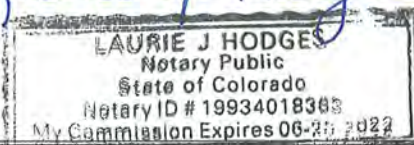
My commission expires:

6.20.2022

Witness my hand and official seal.

Laurie J. Hodges

Notary Public





Drexel, Barrell & Co.

APRIL 24, 2018

LEGAL DESCRIPTION PARCEL 29 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 PARCEL BB, ROTELLO EXEMPTION FROM SUBDIVISION - AMENDED, RECORDED AT RECEPTION NO. C0094768, LOCATED IN THE SE1/4 OF SECTION 35, T2S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE E1/4 CORNER OF SAID SECTION 35 AND CONSIDERING THE EAST LINE OF SAID SE1/4 TO BEAR S00°01'12"W, THENCE S08°39'25"W, 347.78 FEET TO THE NORTHERLY LINE OF SAID PARCEL BB, SAID POINT BEING THE **TRUE POINT OF BEGINNING**;

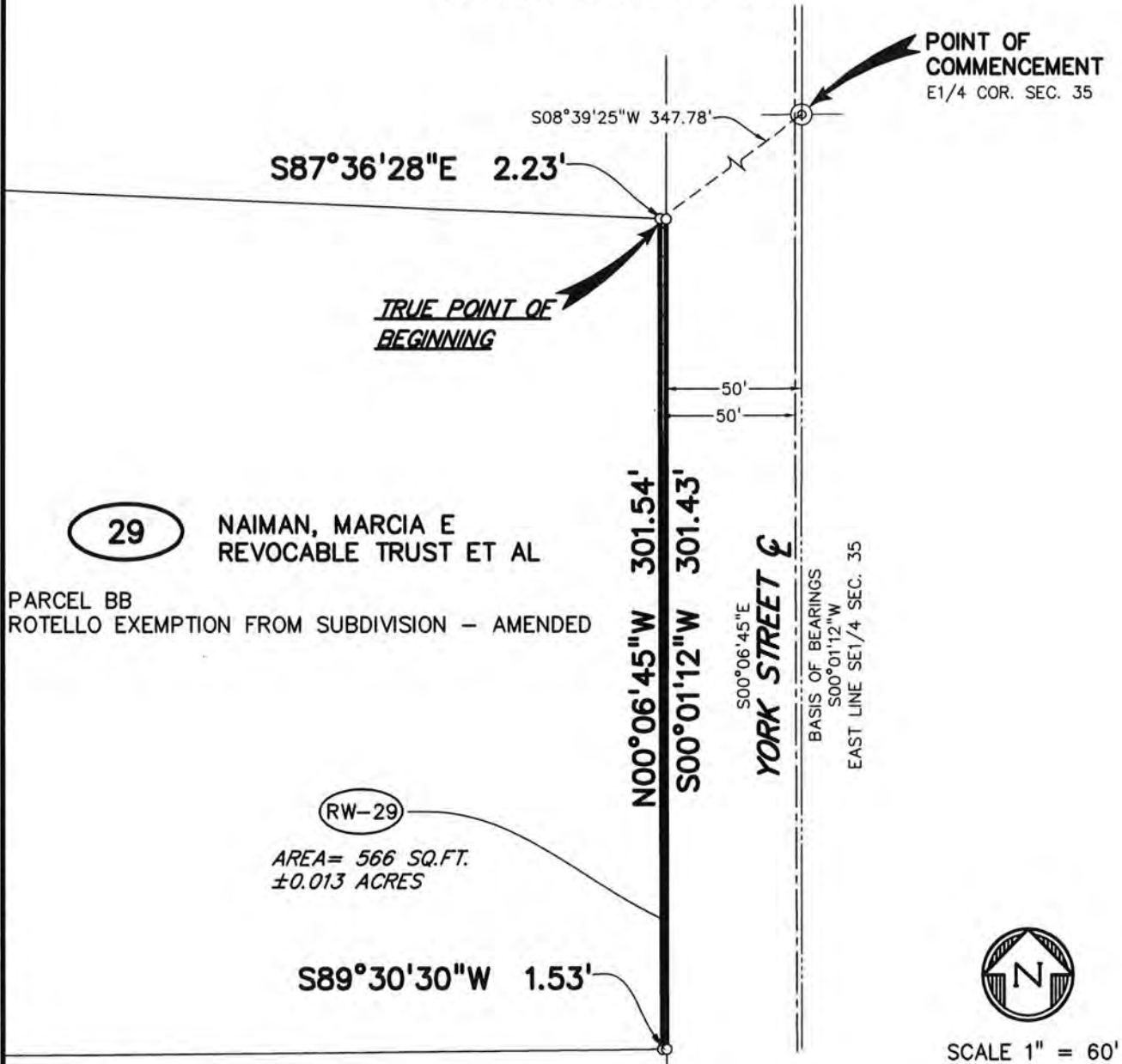
THENCE S87°36'28"E, 2.23 FEET ALONG SAID NORTHERLY LINE OF PARCEL BB TO THE NORTHEAST CORNER OF SAID PARCEL BB, SAID POINT BEING ON THE WESTERLY LINE OF YORK STREET; THENCE S00°01'12"W, 301.43 FEET ALONG THE EASTERLY LINE OF SAID PARCEL BB AND ALONG SAID WESTERLY LINE OF YORK STREET TO THE SOUTHEAST CORNER OF SAID PARCEL BB; THENCE S89°30'30"W, 1.53 FEET ALONG THE SOUTHERLY LINE OF SAID PARCEL BB; THENCE N00°06'45"W, 301.54 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINING 0.013 ACRES OR 566 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 29
R.O.W. DEDICATION



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) 351-0645

Revisions - Date

Date

Drawn By

Job No.

4-24-18

4-21-16

JRF

20805

Scale

Checked By

Drawing No.

1"=60'

MES

IN FILE

PLANNING COMMISSION FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM
7501 YORK STREET, LLC, TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

At the regular meeting for the Planning Commission for Adams County, Colorado, held at County Government Center in Brighton on Thursday the 28th day of February, 2019, the following proceedings and others were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of acceptance by the Board of County Commissioners of a Quitclaim Deed from 7501 York Street, LLC, for right-of-way purposes on the following described land to wit:

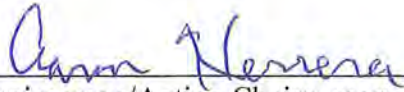
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Quitclaim Deed is in conjunction with the York Street Improvements Project – York Street from East 78th Avenue to Highway 224, for a portion of 7501 York Street, located in the Southeast Quarter of Section 35, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED, that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, Agrow Herrera, Chairperson/Acting Chairperson of the Adams County Planning Commission do hereby certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.



Chairperson/Acting Chairperson
Adams County Planning Commission



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Ambulance License
FROM: Brandan Slattery – License Administrator
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 an ambulance license for Mile High Ambulance, LLC.

BACKGROUND:

Through a Multi-County Ambulance Committee Intergovernmental Agreement, the Community and Economic Development Department is responsible for the licensing of all private ambulances in the county. Mile High Ambulance, LLC, moved to Adams County from Arapahoe County, and their current license expires on April 30, 2018. Their application packet for an ambulance license through Adams County has been received and is deemed complete.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Community and Economic Development

ATTACHED DOCUMENTS:

Please reference the attached Resolution and License for this ambulance agency.

FISCAL IMPACT:

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

Fund: 0001**Cost Center:** 1190.5125

	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 AMBULANCE SERVICE LICENSE FOR MILE
HIGH AMBULANCE, LLC**

WHEREAS, the General Assembly of the State of Colorado has enacted the Colorado Medical and Trauma Services Act, Section 25-3.5-101 et seq. C.R.S. (“Act”); and,

WHEREAS, the Act requires the Board of County Commissioners for each County to administer licensure of ambulance services; and,

WHEREAS, under the provisions of the Act, each ambulance operated by a licensed ambulance service in the State of Colorado must be issued a license and permit evidencing that the ambulance and its equipment meets applicable state requirements; and,

WHEREAS, Adams County has entered into an intergovernmental agreement with the City and County of Broomfield and the counties of Arapahoe, Douglas, Denver, Elbert, and Jefferson to establish a licensing program that provides for reciprocal inspection, licensing, and permitting that may be used by all parties, creating efficiency and cost saving to the parties and to the ambulance service providers; and,

WHEREAS, Mile High Ambulance, LLC, 8451 Brighton Road, Commerce City, CO 80022, has applied for an Ambulance Service License through Adams County; and,

WHEREAS, Adams County has reviewed the inspection performed through the intergovernmental agreement and the application of Mile High Ambulance, LLC, and has found that the ambulances meet the standards set forth in the March 2011 Adams County Ambulance Services Regulations; and,

WHEREAS, Mile High Ambulance, LLC, has complied with all regulations set forth in the March 2011 Adams County Ambulance Services Regulations.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Ambulance Service License for Mile High Ambulance, LLC, is hereby approved to provide ambulance services in the County of Adams.

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

County of Adams, State of Colorado

No. ADCO 4/19

Licensing Fee: \$1,250

Ambulance Service License

This is to Certify, that **Mile High Ambulance, LLC**, 8451 Brighton Road, Commerce City, CO 80022, having applied for a license to provide **Advanced Life Support** ambulance services, and having paid to the Treasurer of Adams County the required fees therefore, the above named applicant is hereby licensed to provide ambulance services within and without the County of Adams, State of Colorado, for one year from the **30th of April, 2019**, unless this license be sooner revoked or suspended as provided by law.

This license is subject to the laws of the State of Colorado, and the Resolutions of the Board of County Commissioners of the County of Adams, passed pursuant thereto.

In Testimony Whereof, the Board of County Commissioners of the County of Adams has hereunto subscribed its name by its officers duly authorized, this _____ day of _____, _____.

**Board of County Commissioners of the County of Adams,
State of Colorado**

Attest:

Chair

Clerk



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: License Agreement Between Colorado Agricultural Ditch Company and Adams County for the East 86 th Avenue Crossing
FROM: Kristin Sullivan, Director of Public Works Brian Staley, PE, PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: February 26, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve the License Agreement Between Colorado Agricultural Ditch Company and Adams County for the East 86 th Avenue Crossing

BACKGROUND:

The Project begins just south of the intersection of East 88th Avenue and Hoffman Way (T-intersection), continues in a southeasterly and easterly direction, crossing under Rainbow Avenue, Devonshire Boulevard, RTD North Metro Line, Welby Road Company's access, the Colorado Agricultural Ditch, Steele Street, and the Lower Clear Creek Canal. The Hoffman Drainageway Project terminates approximately 400 feet east of Steele Street, being approximately 150 feet east of the Lower Clear Creek Canal. The project has a total length of approximately 4,800 feet. The Project consists of excavation along the channel; removal of a failing corrugated metal pipe; installation of erosion protection; construction of four concrete box culverts (Rainbow Avenue, Devonshire Boulevard, Welby Road Company's access, Steele Street and accommodations for the Colorado Agricultural Ditch crossing and a new structure for the Lower Clear Creek Ditch crossing. The Project will ultimately remove the floodplain from structures currently impacted by the Hoffman Drainageway 100-year floodplain.

This License Agreement provides Adams County the required approval to work within the Ditch Company's easement to install the improvements and obligates Adams County for the maintenance of the improvements.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Public Works, Office of County Attorney, Colorado Agricultural Ditch Company

ATTACHED DOCUMENTS:

Draft 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 APPROVING LICENSE AGREEMENT BETWEEN
THE COLORADO AGRICULTURAL DITCH COMPANY AND ADAMS COUNTY
FOR THE EAST 86TH AVENUE CROSSING

WHEREAS, the Parties to this Agreement are the Colorado Agricultural Ditch Company, a Colorado mutual ditch company (referred to as “the Ditch Company”); and Adams County, a political subdivision of the State of Colorado (“County”), (hereinafter collectively referred to as the “Parties”); and,

WHEREAS, the Ditch Company owns the existing Colorado Agricultural Ditch (“Ditch”) and associated ditch easement and right of way (“Easement”) for the purpose of exercising its decreed Colorado water rights and operating and maintaining the Ditch to divert, carry, and deliver water to its shareholders and other lawful users of the Ditch; and,

WHEREAS, the Easement is located in the vicinity of East 86th Avenue and Welby Road, in Adams County, the Ditch flows in a culvert crossing under East 86th Avenue, and is within the Ditch Company’s Easement; and,

WHEREAS, the Parties wish to enter into this License Agreement for the East 86th Avenue Crossing; and,

WHEREAS, this License Agreement defines the mutual promises of the Parties.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the License Agreement Between the Colorado Agricultural Ditch Company and Adams County for the East 86th Avenue Crossing, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

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

**LICENSE AGREEMENT BETWEEN
THE COLORADO AGRICULTURAL DITCH COMPANY
AND ADAMS COUNTY
FOR THE EAST 86TH AVENUE CROSSING**

1. **PARTIES.** The Parties to this Agreement are the Colorado Agricultural Ditch Company, a Colorado mutual ditch company (referred to as “the Ditch Company”); and Adams County, a political subdivision of the State of Colorado (“County”) (the County sometimes referred to herein as “Licensee”). The effective date of this Agreement is the date upon which all Parties have completely signed it (“Effective Date”).

2. **RECITALS.**

2.1 The Parties wish to enter into this License Agreement Between the Colorado Agricultural Ditch Company and Adams County for the East 86th Avenue Crossing (“License”).

2.2 The Ditch Company owns the existing Colorado Agricultural Ditch (“Ditch”) and associated ditch easement and right of way (“Easement”) for the purpose of exercising its decreed Colorado water rights and operating and maintaining the Ditch to divert, carry, and deliver water to its shareholders and other lawful users of the Ditch. In the vicinity of East 86th Avenue and Welby Road, in Adams County, the Ditch flows in a culvert crossing under East 86th Avenue, and is within the Ditch Company’s Easement. The existing culvert is described as: an 8’ wide by 4’ tall by approximately 35’ long concrete box culvert crossing under East 86th Avenue with concrete headwalls at each end.

2.3 The Licensee desires to obtain the permission of the Ditch Company to replace the existing culvert by installing a new 8’ wide by 4’ tall by 76’ long concrete box culvert crossing under East 86th Avenue with concrete headwalls at each end (“Installation”). The location of the Installation is shown on **EXHIBIT A**.

2.4 The County will contract to construct the Installation and its contractor will be responsible for the Installation during the warranty period as described in this Agreement. The County will become the owner of and be responsible for the Installation after expiration of the warranty period as described in this Agreement. References to “Installation Owner” in this Agreement refer to the County’s contractor prior to the time that the County becomes the owner of the Installation as set forth in paragraph 6.1, and to the County after such time that the County becomes the owner as set forth in paragraph 6.1.

2.5 The Ditch Company desires, and Licensee agrees, to mitigate all impacts to the Ditch and its Easement resulting from the Installation. The Ditch Company agrees to permit the Installation subject to the terms, conditions, covenants and agreements set forth in this Agreement. Accordingly, in consideration of the mutual promises set forth in this Agreement, the Parties covenant and agree as follows:

3. **CONSTRUCTION.**

3.1 Pursuant to the terms of this Agreement, the Licensee is granted a license to construct the Installation pursuant to plans and specifications that have been approved by the Ditch Company and that are attached hereto as **EXHIBIT A**.

3.2 All portions of the Ditch and all affected areas within the Easement which are disturbed by the Installation shall be restored to a condition that is comparable to that which existed before the disturbance, such that the flow of water in the Ditch runs at or above its amount and velocity prior to the Installation. All backfill shall be compacted to at least 95% of the maximum dry density as determined by the Standard Proctor method. Any and all fencing and other improvements, or appurtenances, and facilities appurtenant to the Ditch Company's Easement shall be replaced in a condition that is comparable to the condition of such facilities, improvements and appurtenances prior to the construction of the Installation.

3.3 It shall be the sole responsibility of the Licensee to perform all engineering and planning and to obtain all authorizations needed to perform the work contemplated by this Agreement. The Ditch Company's review of the plans and specifications is solely for its own benefit and creates no obligation on the Ditch Company.

3.4 It is not known whether any of Licensee's work on the Installation requires any local, state or federal permits or approvals. It is Licensee's obligation to investigate and determine the need for any such permits or approvals. Licensee is responsible, at its own expense, for obtaining all local, state and federal permits or approvals and for compliance with all local, state and federal laws and regulations, including but not limited to land use and environmental laws and regulations, and specifically including the Endangered Species Act, prior to beginning any such work. To the extent permitted by law, Licensee shall indemnify the Ditch Company for any and all costs, damages, fines, and fees, including reasonable attorneys' fees, incurred by the Ditch Company as a result of Licensee's failure to obtain such permits or approvals or failure to comply with all applicable laws and regulations.

3.5 The construction of the Installation shall not adversely affect the Ditch Company's Easement for access, operation and maintenance of the Ditch and shall not affect the capacity of the Ditch or the flow of water in the Ditch, including amount and velocity, and including the Ditch's ability to carry the water rights of the Ditch Company, its shareholders and/or other lawful users. Nor shall it adversely affect the quality of the water that has historically existed in the Ditch. In the event there is any such effect, such condition shall be fully corrected to the satisfaction of the Ditch Company. Licensee agrees to take all necessary care in excavating around structures that support the Ditch, cross the Ditch, convey its water, or are otherwise part of the Easement, including but not limited to embankments, bridges, culverts, liners, and pipelines.

3.6 The Licensee shall not spill any dirt, debris or other foreign material into the Ditch. In the event that dirt, debris or other foreign material is spilled into the Ditch, whether by Licensee or others employed by or working at the direction of Licensee, the

Licensee agrees to completely clean the affected portions of the Ditch and remove all such dirt, debris or other foreign material from the Ditch. The Licensee shall provide appropriate erosion controls to protect the Ditch and any surrounding property that could be affected by the construction, either directly or indirectly.

3.7 The Licensee shall notify the Ditch Company at least five days preceding the date of commencing any work on or relating to the Installation permitted hereunder, and shall provide the Ditch Company with a schedule of construction activities for review and approval prior to the start of work in the vicinity of the Ditch. The Ditch Company is permitted to inspect the Installation during construction and upon completion. The Ditch Company, at its option, may hire an engineer at Licensee's expense to inspect the Installation during the construction thereof as it deems necessary to protect its interest. The Ditch Company's right to inspect the Installation in no way relieves the Licensee of liability for improper construction. The Ditch Company's inspection is solely for the benefit of the Ditch Company and creates no obligation on the Ditch Company.

3.8 The Licensee agrees that the construction permitted hereunder shall proceed with reasonable diligence from the initiation of such construction to its completion, except that no construction that interrupts water flow in the Ditch will be allowed during the period from March 15 through November 1 of any given year. The Installation shall be completed by March 1, 2020. The Installation shall be constructed in such a manner so as not to interfere with the flow of water through the Ditch to water recipients. Licensee shall be responsible for the carriage of water across the land, including drainage water, while the Installation is being constructed. The Parties hereto recognize and agree that substantial damages may be suffered by the Ditch Company and its shareholders if the delivery of water is interrupted in any manner as a result of the Installation agreed to herein or other actions of the Licensee. The Parties further agree and acknowledge that damages resulting from such interruptions in the delivery of water are difficult to measure. In recognition of these facts, the Licensee agrees to pay as liquidated damages \$10,000.00 per day for any day that the Ditch Company has a request for water from a shareholder and cannot deliver water to that shareholder or shareholders as a result of the Installation agreed to herein. In no event, however, shall the total amount paid by Licensee to the Ditch Company as liquidated damages for interruption in delivery of water exceed Ten Thousand Dollars (\$10,000.00) per day.

3.9 If the Licensee commences construction of the Installation but fails to complete said construction by March 1, 2020, then the Licensee shall pay a penalty to the Ditch Company in the amount of One Thousand Dollars (\$1,000) per day until completion. The payment of such penalty shall be in addition to any sums owed as damages hereunder, including but not limited to damages pursuant to paragraph 3.8.

3.10 Upon completion of the Installation, Licensee shall notify the Ditch Company. The Ditch Company may inspect and shall accept or reject the Installation within 14 days of notification, except that the Ditch Company shall not be required to accept or reject until and unless all fees billed have been paid pursuant to paragraph 4. The Ditch Company shall be entitled, but not obligated, to test the affected portions of the Ditch by running water through it. If the Installation is completed during the non-irrigation

season, the 14-day notification period shall not begin until it is feasible for the Ditch Company to run water in the Ditch. Acceptance or rejection shall be in writing. If the Installation is rejected, Ditch Company or its representative shall specify the reasons for rejection, and the Licensee shall correct the same, and the above process shall be repeated.

3.11 Licensee shall establish and maintain proper markings identifying the location of the Installation on each side of the Ditch. Licensee shall provide as-built drawings to the Ditch Company upon completion of the construction.

4. REIMBURSEMENT OF EXPENSES.

4.1 The Licensee agrees to reimburse the Ditch Company (or pay directly) for all reasonable engineering, legal, and administrative costs incurred by the Ditch Company in preparing, approving and enforcing this Agreement, costs associated with billing and collecting those amounts for the Ditch Company, and the costs of inspection allowed hereunder. For purposes of this Agreement, reimbursement shall be made by the Licensee at the actual hourly rate for labor and equipment incurred by the Ditch Company.

4.2 Per separate agreement with the County, a deposit to the Ditch Company has been paid by the Urban Drainage and Flood Control District, in the amount of \$5,000.00 toward payment of the Ditch Company's expenses. The Ditch Company may require additional deposits as needed to cover current and future expenses, as set forth herein. The Ditch Company will provide copies of invoices to the Licensee, which invoices shall contain a reasonable description of the Ditch Company's expenses. All portions of the deposit that are not applied to expenses that are reimbursable hereunder shall be reimbursed to Licensee within 30 days after acceptance of the Installation pursuant to paragraph 3.10. If the deposit is depleted before acceptance of the Installation, then the Ditch Company may require and the Licensee provide reasonable additional deposits as needed to cover current and future expenses.

4.3 In the event the Ditch Company's expenses exceed the amount of any deposit(s) paid to the Ditch Company, statements for costs chargeable to Licensee hereunder will be forwarded to the Licensee. Such statements shall contain a reasonable description of the Ditch Company's expenses. Licensee shall reimburse the Ditch Company within 30 days after the billing date. If the Ditch Company has not received payment within 30 days, Licensee shall have breached this Agreement and the Ditch Company may institute legal proceedings to collect the amount due and owing. In such a proceeding, the Ditch Company shall be entitled to its costs and reasonable attorneys' fees from Licensee.

5. **LICENSE FEE.** Since the County is a shareholder of the Ditch Company, no license fee is required.

6. MAINTENANCE, REPAIR, AND REPLACEMENT.

6.1 Following the Ditch Company's acceptance of the Installation as described in paragraph 3.10, above, the Installation shall become the responsibility of the County and

its contractor, per paragraph 2.4, above. Upon expiration of the warranty period, the County will become the owner of the Installation. The County shall give notice to the Ditch Company of expiration of the warranty period and the County's assumption of ownership of the Installation. Obligations for maintenance, repair, and replacement of the Installation shall be as follows.

6.2 The Installation Owner specifically agrees and pledges to maintain, repair, and replace the Installation so as not to require the Ditch Company to maintain, repair, or replace it. If defects appear in the Installation at any time subsequent to construction, the Installation Owner must correct those defects as described in Paragraphs 6.3 and 6.4.

6.3 Except in the event of an emergency, in which case notice shall be provided as promptly as is practical, the Installation Owner shall give the Ditch Company at least five (5) days' notice prior to performing maintenance, repair, or replacement work and will schedule such work so that the delivery of water to shareholders is not impeded. If the Installation Owner fails to properly perform any such work after ten days' notice of the need for the same, the Ditch Company, in its sole discretion, may perform such work and the Installation Owner shall reimburse the Ditch Company for the cost of such work, or in the sole discretion of the Ditch Company, the Ditch Company may remove the Installation, in which event the Installation Owner shall pay all costs of removal and all expenses associated with such removal including but not limited to engineering, administrative and attorney fees.

6.4 The Ditch Company shall be entitled, but not obligated to inspect all maintenance, repair, and replacement work performed by or at the direction of the Installation Owner. Such work shall be performed to the full and complete satisfaction of the Ditch Company. In the event the Ditch Company is not fully satisfied with any work performed by or at the direction of the Installation Owner, the Ditch Company may, in its reasonable discretion: (1) have additional work performed, in which event the Installation Owner shall pay all costs for such additional work as well as all costs incurred by the Ditch Company in connection with such work including but not limited to engineering, administrative and legal fees; or (2) remove the Installation on which the unsatisfactory work was performed, in which event the Installation Owner shall pay all costs incurred by the Ditch Company in connection with such removal, including but not limited to engineering, administrative and attorney fees. The Ditch Company's right to inspect work performed with respect to the Installation in no way relieves the Installation Owner of its liability for improper work. The Ditch Company's inspection is solely for the benefit of the Ditch Company and creates no obligation on the Ditch Company.

6.5 In addition to any other remedies provided herein, the Installation Owner shall be liable to the Ditch Company for damage to the Ditch or the Easement that is caused by the Installation, including but not limited to damages resulting from defective construction; inadequate maintenance, repair, or replacement; or failure to maintain, repair or replace.

7. **TERM.** The term of this Agreement is perpetual.

8. **LIABILITY AND INDEMNIFICATION.**

8.1 By virtue of entering into this Agreement, the Ditch Company: (1) assumes no liability for use, operation, or existence of the Licensee's engineering, preparation, installation, or construction of the Installation; and (2) assumes no additional responsibilities or obligations related to the Licensee's future or additional activities within the area described in **EXHIBIT A** which are required by this Agreement, except for those activities associated with the routine operation and maintenance of the Ditch and which the Ditch Company engaged in prior to the construction of the Installation.

8.2 To the fullest extent permitted by Colorado law, the Licensee agrees to indemnify, defend, and hold harmless the Ditch Company, its trustees, directors, officers, agents, employees and contractors, from all claims and liability for damage or injury to property or persons arising from or caused by: the acts or omissions of Licensee's related to the engineering, preparation, or construction of the Installation; and the Licensee's use of the Installation. This obligation does not extend to any negligent act or omission of the Ditch Company.

8.3 The Ditch Company shall not be responsible for any damage caused by seepage water or inadvertent, non-negligent striking of the Installation during maintenance of the Ditch.

9. **EASEMENT RIGHTS.** The License granted herein in no way restricts the Ditch Company's right to the use of its easement to construct, operate, and maintain all existing structures and facilities of the Ditch. Licensee is responsible for contacting the Ditch Company immediately upon notification of any damage to infrastructure or land owned by the Ditch Company or to which the Ditch Company enjoys easement rights.

10. **THIRD PARTY BENEFICIARIES.** This Agreement shall not confer any benefits to any person not a party to this Agreement except for the Ditch Company's shareholders.

11. **DEFAULT.** Time is of the essence of this Agreement, and if any payment or any other condition, obligation or duty is not timely made, tendered or performed by any party, then the non-defaulting party or parties shall have the right to an action for specific performance or damages or both.

12. **RECORDATION.** This Agreement shall be recorded at the expense of the Licensee. The failure to record all or portions of any exhibit that is part of this Agreement because of the size or quality of the documents shall affect neither the validity of this Agreement nor the obligations or benefits contained in the Agreement. The original of this Agreement shall be returned to the Secretary of the Ditch Company after it has been recorded.

13. **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice

is intended to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party or parties. Such notices shall be deemed to have been given when deposited in the United States Mail or, if hand-delivered, upon receipt.

**COLORADO AGRICULTURAL
DITCH COMPANY:**

Colorado Agricultural Ditch Company
c/o Josh Redman, Secretary
12450 Washington Street
Thornton, CO 80241

Copy to:

Gilbert Y. Marchand, Jr., Esq.
Alperstein & Covell, P.C.
1600 Broadway, Suite 1070
Denver, CO 80202

ADAMS COUNTY:

Adams County
Public Works Department
4430 South Adams County Parkway
Brighton, Colorado 80601

Copy to:

Adams County
Attorney's Office
4430 South Adams County Parkway
Brighton, Colorado 80601

14. **WAIVER OF BREACH.** The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

15. **EXHIBITS.** All exhibits referred to in this Agreement are, by reference, incorporated in this Agreement for all purposes.

16. **ATTORNEYS' FEES.** If any party breaches this Agreement, the non-prevailing party shall pay all of the prevailing party's reasonable attorneys' fees and costs in enforcing this Agreement through litigation, or otherwise.

17. **ASSIGNMENT.** This Agreement may not be assigned by either party, unless the other party consents, which consent shall not be unreasonably withheld.

18. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective legal representatives, successors, and assigns and shall run with the property described in **EXHIBIT A**.

19. **COMPLETE AGREEMENT.** This document represents the complete agreement of the parties hereto and no oral modification shall be recognized. Any amendments or additions shall be made in writing signed by the parties.

20. **APPLICABLE LAW AND VENUE.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Adams County, Colorado.

21. **PARTIAL INVALIDITY.** If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of

competent jurisdiction: the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable shall be unaffected; the provision(s) held wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein; and if the ruling, and/or the controlling principle of law or equity leading to the ruling, is subsequently overruled, modified, or amended by legislative, judicial, or administrative action, then the provision(s) in question as originally set forth in this Agreement shall be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

22. **COUNTERPARTS.** This Agreement may be executed in several counterparts, the signatures on which may be by facsimile or by scanned originals, and, as so executed, shall constitute one Agreement, binding on each party even though each party has not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of each party, shall be deemed a fully executed instrument for all purposes.

[Two Signature Pages Follow]

DATED: _____, 2019

**COLORADO AGRICULTURAL DITCH
COMPANY, a Colorado mutual ditch company**

By: *Kenneth M. Tates*
Printed Name: Kenneth M Tates
Title: President
Date: 2-28-19

ATTEST:

By: *Josh Redman*
Printed Name: Josh Redman
Title: Secretary
Date: 2/28/19

**BOARD OF COUNTY COMMISSIONERS,
ADAMS COUNTY, COLORADO**

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
COUNTY ATTORNEY

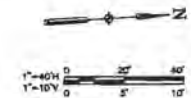
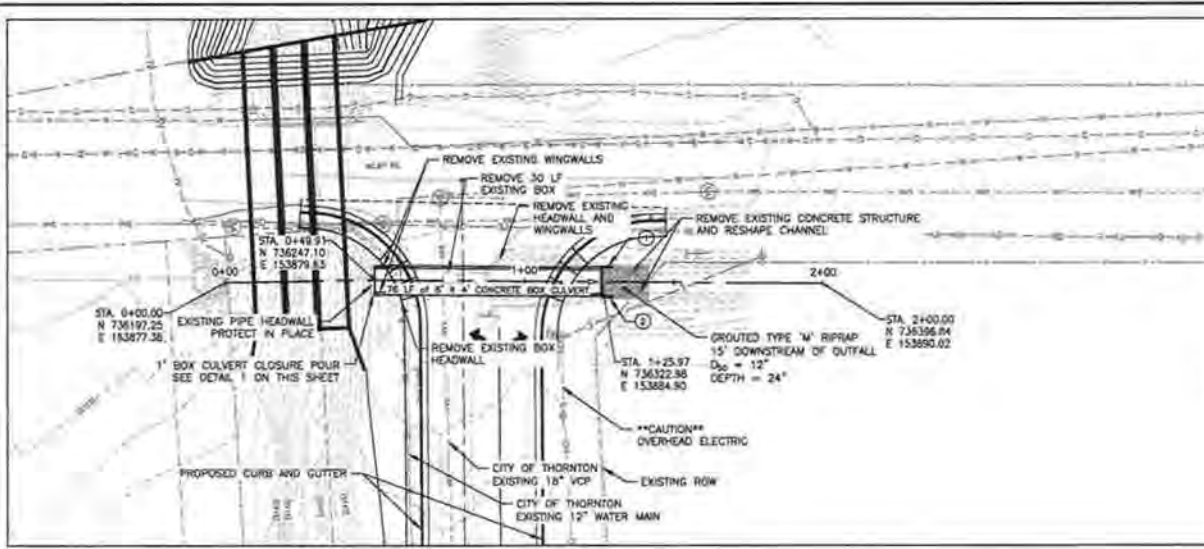
(Signature)

EXHIBIT A

LICENSE AGREEMENT BETWEEN THE COLORADO AGRICULTURAL DITCH
COMPANY AND ADAMS COUNTY FOR THE EAST 86th AVENUE CROSSING

LOCATION OF INSTALLATION – see attached:

<u>Drawing No.</u>	<u>Sheet Title</u>	<u>Revised Date</u>
DS-22	Colorado Agricultural Irrigation Crossing Plan and Profile	11/16/18



GENERAL NOTES

1. LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. BOX CULVERT DESIGN PER CURRENT CDOT M-603-3
3. BEDDING PER CDOT M-206-1
4. TIE WALL ON ALL WINGWALLS PER CDOT M-601-20.

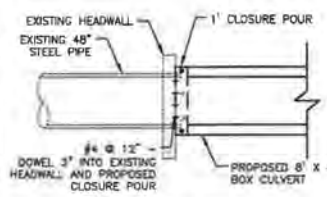
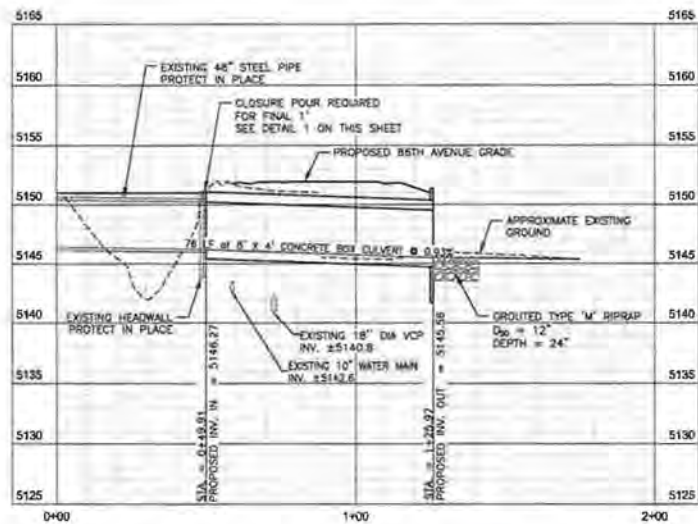
SUBGRADE TREATMENT

1. SUBGRADE TREATMENT IS PER YEH AND ASSOCIATES PROJECT NO. 215-444 GEOTECHNICAL REPORT DATED DECEMBER 2, 2016.
2. THE CBCS AND SHALLOW FOUNDATIONS SHOULD BE PROTECTED FROM FROST ACTION. THE MINIMUM EMBEDMENT DEPTH BELOW ADJACENT EXTERIOR GRADE SHOULD BE AT LEAST 3 FEET.
3. FOUNDATION SOILS IN THE TREATMENT AREA BENEATH CBCS SHOULD BE FREE OF ALL ORGANICS, TOPSOIL, DEBRIS, AND LOOSE, SOFT, OR WET MATERIAL.
4. ANY PONDING WATER SHOULD BE DRAINED FROM THE AREA PRIOR TO CONSTRUCTION BEGINNING, TO ALLOW CONSTRUCTION IN A DRY ENVIRONMENT.
5. IF RUBBLE, CONCRETE, OR ASPHALT DEBRIS LARGER THAN 3 INCHES IN EQUIVALENT DIAMETER ARE ENCOUNTERED, THEY SHOULD BE REMOVED.
6. THE SUBGRADE TREATMENT SHALL CONSIST OF ONE OF THE FOLLOWING OPTIONS:
 - A. AT A MINIMUM, EXCAVATING TO A DEPTH OF 12 INCHES AND SCARIFYING THE EXPOSED MATERIALS TO A DEPTH OF 6 INCHES. THE EXCAVATED AND SCARIFIED MATERIAL SHALL BE MOISTURE CONDITIONED AND COMPACTED. THE SCARIFIED MATERIAL AND THE REPLACED MATERIAL SHOULD BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 99) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
 - B. A 12 INCH, OR THICKER, STABILIZING LAYER OF CDOT CLASS 1 STRUCTURAL BACKFILL OR SIMILAR GRANULAR MATERIAL SHOULD BE PLACED BENEATH THE CBC. TO PROVIDE A STABILIZING LAYER OVER THE WEAKER FOUNDATION SOILS IF NECESSARY, THE MATERIALS SHOULD BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 99) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
 - C. A CDOT CLASS 1 SEPARATOR GEOTEXTILE LAYER SHOULD BE USED NEAR THE BOTTOM OF THE CDOT CLASS 1 STRUCTURE BACKFILL, TO PROVIDE ADDITIONAL STABILIZING SUPPORT. IF ONE LAYER IS NOT ENOUGH, MULTIPLE LAYERS ARE RECOMMENDED TO BE USED, SPACED AT 4 INCHES AS NECESSARY.
 - D. A THICKER STABILIZING LAYER OF CDOT CLASS 1 STRUCTURAL BACKFILL OR SIMILAR GRANULAR MATERIAL CAN BE USED INSTEAD OF THE GEOSYNTHETIC REINFORCEMENT, IF IT IS MORE COST EFFECTIVE TO CONSTRUCT.
 - E. THE CONTRACTOR MAY ELECT TO USE OTHER METHODS TO PROVIDE SUBGRADE STABILIZATION, DEPENDING ON THE MEANS AND METHODS CHOSEN, PROVIDED THE SUBGRADE SOILS PASS THE PROOF ROLL SATISFACTORILY. (SEE NOTE 8)
7. THE SUBGRADE TREATMENT ZONE SHOULD EXTEND AT LEAST ONE (1) FOOT FROM THE EDGES OF THE FOUNDATION OR CBC.
8. THE SUBGRADE SOILS AT THE SURFACE OF THE TREATED ZONE SHOULD BE VISUALLY INSPECTED AND PROOF ROLLED. AREAS WHICH DEFORM NON-UNIFORMLY UNDER THE PROOF SHOULD BE REMOVED, REPLACED, AND RECOMPACTED PRIOR TO CBC CONSTRUCTION.

DESCRIPTION OF CENTERLINE FOR INSTALLATION OF DRAINAGE

AN EASEMENT(S) BY/FOR INSTALLATION AND MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE IMPROVEMENTS/STRUCTURES, AS THEY PERTAIN TO COLORADO AGRICULTURAL DITCH, AS FOLLOWS: COLORADO AGRICULTURAL DITCH: BEING THAT THOSE PORTIONS OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 58 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25 AS BEARING AN ASSUMED SOUTH 89°39'23" EAST, AND WITH ALL BEARINGS CONTAINED HEREIN LYING RELATIVE THERETO: COMMENCING FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 26°34'24" EAST, A DISTANCE OF 34.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 02°35'56" EAST, A DISTANCE OF 49.91 FEET; THENCE NORTH 03°58'17", A DISTANCE OF 150.09 FEET TO THE POINT OF TERMINUS.

	NORTHING	EASTING	DISTANCE TO PT 201	BEARING TO PT 201
PT 201	736256.531	153810.937	-	-
NWSEW-25	736228.217	153861.874	58.28	N60°55'56"W
CO AG STA 0+00	736197.248	153877.364	89.03	N48°15'10"W
CO AG STA 0+48.91	736247.104	153879.627	69.33	N82°11'07"W
CO AG STA 2+00.00	736396.836	153890.022	161.06	S29°24'31"W



1 CLOSURE POUR DETAIL
1' x 5'

WINGWALL LAYOUT TABLE

WINGWALL ID	#	S	(T)1	(T)2	(T)3
(1)	92	5.33	5.33	-	-
(2)	97	5.33	5.33	-	-

EXHIBIT A

DESIGNED: DMC DATE: 09/17/18
 DRAWN: DMC DATE: 09/17/18
 CHECKED: KSA DATE: 09/17/18
 REVISED: DS DATE: 11/29/18
 REVISED: DATE:
 REVISED: DATE:



URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
 OFFICE PROJECT NO. 106266



LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

COLORADO AGRICULTURE IRRIGATION CROSSING PLAN AND PROFILE

DATE: 11/29/18
 DRAWING NO.: DS-22

PROJECT NAME: LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Right-of-way, Easement and License Agreement between Adams County and Welby Road Company, LLC
FROM: Kristin Sullivan, Director of Public Works Brian Staley, PE, PTOE, Deputy Director of Public Works
AGENCY/DEPARTMENT: Public Works
HEARD AT STUDY SESSION ON: February 26, 2019
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approve Right-of-way, Easement and License Agreement between Adams County and Welby Road Company, LLC

BACKGROUND:

The Hoffman Drainageway Project affects property owned by Welby Road Company (WRC). An agreement is required to acquire the necessary property (permanent easements and right-of-way) rights from WRC to complete the Hoffman Drainageway channel improvements.

The attached Right of Way, Easement and License Agreement provides the approval necessary to complete the Hoffman Drainageway improvements on and adjacent to the WRC property. This agreement provides the mechanism to allow WRC to equitably share in the costs of betterments requested by WRC.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Welby Road Company, LLC, Public Works; Urban Drainage and Flood Control District; Office of County Attorney

ATTACHED DOCUMENTS:

- Right-Of-Way, Easement and License Agreement
- Draft 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:

Welby Road Company LLC will be contributing to UDFCD equitably to the Project funding for their requested betterments.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

**RESOLUTION APPROVING RIGHT-OF-WAY,
EASEMENT, AND LICENSE AGREEMENT BETWEEN ADAMS COUNTY AND
WELBY ROAD COMPANY, LLC**

WHEREAS, this Right-Of-Way, Easement and License Agreement ("Agreement") is between Adams County, Colorado, a political subdivision of the State of Colorado ("County"), and Welby Road Company, LLC, a Colorado limited liability company ("WRC"), collectively referred to as the "Parties"; and,

WHEREAS, County desires to improve the Hoffman Drainageway ("Project") to reduce the risk of flooding in the area; and,

WHEREAS, Project improvements are the responsibility of the County; and,

WHEREAS, Project improvements impact property owned by WRC; and,

WHEREAS, the County will mitigate the impact to WRC by acquiring the necessary property rights from WRC; and,

WHEREAS, WRC requests betterments be added to the Project; and,

WHEREAS, Parties concur on their equitable contributions toward their responsibilities; and,

WHEREAS, the Parties understand and agree that County has assigned Project financial responsibilities to the Urban Drainage and Flood Control District ("UDFCD") through a prior agreement with UDFCD; and,

WHEREAS, UDFCD shall invoice WRC the amount documented in the Cost Breakdown; and,

WHEREAS, WRC shall pay invoice to UDFCD; and,

WHEREAS, Parties wish to enter into the attached Right-of-Way, Easement and License Agreement that defines the equitable contributions and responsibilities of each.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Right-of-Way, Easement and License Agreement Between Adams County and Welby Road Company, LLC, a copy of which is 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.

RIGHT-OF-WAY, EASEMENT AND LICENSE AGREEMENT

THIS RIGHT-OF-WAY, EASEMENT AND LICENSE AGREEMENT (this "**Agreement**") is made and entered into as of October 19, 2018, by and between ADAMS COUNTY, COLORADO, a political subdivision of the State of Colorado ("**County**"), and WELBY ROAD COMPANY, LLC, a Colorado limited liability company ("**Welby**"), individually or collectively referred to as the "**Party**" or "**Parties**" as the case may dictate.

WITNESSETH:

A. County is the owner of the public right-of-way known as East 86th Avenue (the "**ROW**"), which is generally depicted on **Exhibit A**, attached hereto;

B. Welby is the owner of certain real property and the improvements thereon located south of the ROW which is generally depicted on **Exhibit B**, attached hereto (the "**Welby Property**");

C. County desires to improve the Hoffman Drainageway (the "**Project**"), as generally depicted on the cover pages of three phases which define the project on **Exhibit C**, attached hereto (the "**Project Plans**"), to reduce the risk of flooding in the area;

D. Welby owns and maintains (i) two existing sanitary sewer service lines, (ii) an existing water service line, both located in the ROW and in the Welby Property (the "**Existing Lines**") which need to be adjusted in order to accommodate the Project, and (iii) an existing bridge that provides access over the Hoffman Drainageway from East 86th Avenue to the Welby Property (the "**Existing Bridge**"), which must be improved to accommodate the Project, together (the "**Existing Facilities**"). These costs are a responsibility of the Project;

E. The Parties agree that removal and replacement of the two existing sanitary sewer service lines with two new sanitary sewer lift stations is an acceptable solution that restores Welby's sewer services. Welby requested that a betterment proposal be considered (with the goal of lowering the adjacent sanitary sewer mains in E 86th Avenue sufficiently to install Welby sewer services under the Project and on the Welby Property – thus eliminating both lift stations) be incorporated into the Project (the "**Sewer Betterment**"). In addition to the Sewer Betterment, Welby requested their improved bridge be extended to Welby's west property line and their headwall be further improved (the "**Bridge Betterment**"). The County is responsible for the least cost solution to restore Welby's sewer service, and in this case the least cost solution has been determined to be the cost to install two new sanitary sewer lift stations. Therefore, the County agrees to contribute funds to the Project for the Sewer Betterment equal to the proposed cost of the two new sanitary sewer lift stations, and Welby agrees to contribute funds to the Project equal to the remaining costs of the Sewer Betterment as well as funds for the Bridge Betterment. Welby's existing water service line will be relocated as a Project obligation. The above improvements (and the requested betterments), are hereinafter (the "**New Facilities**") as depicted in the plans (the "**New Facilities Plans**"), approved by the City of Thornton, the County, and Welby, attached hereto on **Exhibit D**;

F. Welby agrees to grant a License (as defined below) to County to use that portion of the Welby Property which is generally depicted on **Exhibit E**, attached hereto (the "**License**");

Area"), to perform the Project and replace the Existing Facilities with the New Facilities. County's use of the License Area shall terminate following Final Completion (as defined below), subject to the terms and conditions of this Agreement;

G. Welby agrees to dedicate to the County in fee that portion of the Welby Property described and depicted on **Exhibit F** for right-of-way purposes, attached hereto (the "**Fee Property**");

H. Welby agrees to dedicate to the County a Permanent Easement over those portions of the Welby Property described and depicted in **Exhibit G**, attached hereto (the "**County Easement**");

I. County agrees to grant a permit for the New Facilities located in ROW, in the locations generally depicted on the New Facilities Plans, for Welby to operate, maintain, repair and replace the New Facilities on and subject to the terms and conditions of this Agreement; and

J. As compensation for this Agreement, the parties agree to each pay the costs apportioned to them as depicted on the Hoffman Drainageway – Cost Breakdown, **Exhibit H**, attached hereto (the "**Cost Breakdown**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A G R E E M E N T:

1. Recitals Incorporated.

The Parties acknowledge that the recitals set forth above are true and accurate and are incorporated herein as terms of this Agreement.

2. Grant of Permit to Welby.

2.1 County hereby grants to Welby the necessary permit, or permits, on, under and across the ROW for the purpose of operating, maintaining, repairing and replacing the New Facilities that lie in the ROW. County shall not grant permits to others that in any manner or for any purpose that unreasonably interferes with Welby's use or enjoyment of the ROW, except as otherwise expressly set forth herein or as otherwise provided by applicable law.

2.2 This Agreement shall serve as the necessary permit, or permits, for those New Facilities in the ROW, constructed by the Project ("**Permit**").

2.3 If the operation, maintenance, repair or replacement of Welby's New Facilities, encroach into County ROW, Welby shall provide the County a Method of Handling Traffic for review and approval. Once approved, County will issue a permit to Welby, for the work contemplated, wherein the General Conditions of the permit will apply.

3. Grant of License to County.

3.1 Welby hereby grants to County a non-exclusive license ("**License**") to facilitate the Project, remove the Existing Facilities and construct and install the New Facilities.

3.2 The License shall cause to be replaced that certain Temporary Construction and Right-of-Entry Easement granted by Welby to County on February 6, 2018, as assigned, and the Parties and assignees agree that said easement and all terms and conditions therein are hereby terminated effective simultaneously with the execution of this Agreement.

3.3 The License shall expire upon County's "**Final Completion**" of the Project and the New Facilities as set forth below. Notwithstanding the preceding sentence, if the License is not expired or otherwise terminated by December 31, 2019, County shall have the right to extend the License on a monthly basis for a maximum of one (1) year from December 31, 2019 (the "**Extension**"). In conjunction with any Extension, County shall pay Welby Eight Hundred Fifty Dollars and no/100 (\$850.00) per month. County shall provide Welby with Notice of any Extension stating the anticipated duration. All of the terms and conditions of this Agreement shall apply to any Extension.

4. Dedications to County.

4.1 Simultaneously with the execution of this Agreement, Welby shall transfer to County by Warranty Deed (a form of which is attached hereto as **Exhibit F**) the Fee Property shall be for right of way, drainage, utility and roadway purposes.

4.2 Welby hereby grants to County a non-exclusive permanent easement on, under and across portion(s) of the Welby Property, for the purpose of accessing, operating, maintaining, repairing and replacing the County facilities which lie in or adjacent to the ROW (the "**County Easement**"). Welby shall not grant rights to others to, use the property associated with the County Easement in any manner or for any purpose that unreasonably interferes with County's use or enjoyment of the County Easement, except as otherwise expressly set forth herein, or as otherwise provided by applicable law.

4.3 The transfer of the Fee Property, as well as the County Easement rights, shall be referred to herein as the "**Dedications**."

5. County's Construction Obligations.

5.1 County shall construct the Project by removal of the Existing Facilities, and perform the design, construction and replacement of the Existing Facilities (collectively, "**County's Work**") at County's sole cost and expense, subject to the Cost Breakdown outlined herein.

5.2 County shall use all commercially reasonable efforts to perform County's Work and achieve Final Completion (as defined below) by March 31, 2019.

5.3 County shall:

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(a) obtain Welby approval on any significant material changes to the New Facilities Plans, which Welby shall not unreasonably withhold.

(b) give Welby notice upon substantial completion of the New Facilities as determined by County's third-party contractor and engineers ("**Substantial Completion**").

(c) complete the Project generally in accordance with the Project Plans and the New Facilities Plans. County shall give Welby Notice of any significant material change to the Project that is different from these plans.

5.4 Prior to Substantial Completion, County shall have returned the Welby Property to a reasonably similar state as it was in prior to performance of County's Work (including grading) and shall repair any damage to the Welby Property resulting from performance of the Project and the County's Work.

5.5 Upon Substantial Completion, County and Welby shall jointly inspect the New Facilities for conformance with the New Facilities Plans. The purpose of inspection shall be to determine completion and quality of work and create a punchlist of items to be completed or remedied by the County's contractor (the "**Punchlist**"). County shall require its contractor to complete the Punchlist as soon thereafter as is reasonably possible. Upon completion of the Punchlist as determined by County, the Parties shall jointly verify that all Punchlist items have been completed and no other defects or issues exist. After all Punchlist items have been completed to the reasonable satisfaction of the Parties, the Project and the New Facilities will be considered final and the County will issue a statement documenting their completion, being the "**Final Completion**" of the New Facilities.

5.6 County shall use all commercially reasonable efforts not to interfere with Welby's operations and shall coordinate with Welby on scheduling any activity that might interfere with Welby's operations.

5.7 Upon Final Completion, County shall assign, transfer, or otherwise convey to Welby all its right, title and interest in and to the New Facilities and all plans, specifications, warranties, contracts and agreements, manuals and other documents related thereto.

6. Use and Maintenance.

6.1 After Final Completion, Welby shall own and be responsible for the operation, maintenance, repair and replacement of the New Facilities at its sole cost.

6.2 Except in the case of an emergency, Welby shall obtain the necessary permits to perform work in the ROW at least 15 working days in advance of commencing any maintenance, repair, or replacement work on the New Facilities within the ROW. In the case of an emergency where Welby needs to access and work on the New Facilities and cannot reasonably deliver 15 working days Notice to County, Welby may commence work immediately and shall obtain the necessary permits from County as soon as is reasonably possible. Welby shall employ only those contractors with the appropriate: experience, equipment, safety plans, insurance, and bonding capability so that the amount of time needed to work on the New Facilities within the ROW is minimized.

7. Cost Breakdown.

7.1 The Parties agree to pay the costs apportioned to them as depicted on the Hoffman Drainageway – Cost Breakdown – see **Exhibit H**.

7.2 County shall contribute funds to the Project equal to the proposed cost of the two new sanitary sewer lift stations that would otherwise been installed if the Parties would not have agreed to install the Sewer Betterments. These County funds will be applied toward the cost of Welby's requested Sewer Betterment (the "**County's Compensation**").

7.3 Welby shall contribute funds to the Project equal to the remaining costs of Welby's requested Sewer Betterment plus funds for Welby's requested Bridge Betterment (the "**Welby Costs**").

7.4 The Parties understand and agree that County has assigned Project financial responsibilities to the Urban Drainage and Flood Control District (the "**UDFCD**") through a prior agreement with the UDFCD. Therefore, the UDFCD shall invoice Welby the amount documented in the Cost Breakdown, and Welby shall pay invoice to the UDFCD within 30 days of receipt, or as otherwise approved.

8. Chaparral Village Private Sewer Easement.

Chaparral Village (to the north of the Welby Property at East 88th Avenue and Welby Road) owns, operates and maintains a sewer force main that runs south in Welby Road right of way into and across the Welby Property without the benefit of an easement. As partial consideration for the Dedications, County shall request that Chaparral Village enter into an easement agreement with Welby, on a form provided by Welby. However, the parties understand that County cannot compel Chaparral Village to execute said easement agreement. The Project requires the Chaparral Village sewer force main be relocated to accommodate the Project. The relocation plans, attached hereto as "**Exhibit I**" for record purposes, have been approved by Chaparral Village and Welby.

9. Miscellaneous.

9.1 The rights and obligations set forth in this Agreement shall run with the land.

9.2

(a) Welby shall indemnify, defend and hold County harmless from and against any third party claim asserted against County and any related liabilities, losses, and costs incurred by County, including, but not limited to, reasonable attorneys' fees, as applicable, directly resulting from Welby's use or enjoyment of the ROW (the "**County Claims**"), except to the extent that the County Claims are caused by the negligence or willful misconduct of County, its assign(s), agent(s) or employee(s).

(b) County shall be solely responsible for any third party claim asserted against Welby and any related liabilities, losses, and costs incurred by Welby directly resulting from County's use or enjoyment of the License or the County Easement (the "**Welby Claims**"),

except to the extent that the Welby Claims are caused by the negligence or willful misconduct of Welby, its assign(s), its agent(s) or employee(s).

(c) The obligations pursuant to this Section shall survive termination of this Agreement.

9.3 The County's contractor shall always maintain adequate commercial general liability insurance naming Welby as an additional insured party.

9.4 This Agreement shall be construed in accordance with the laws of the State of Colorado. This Agreement may only be amended if executed by the Parties in writing. If any clause or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

9.5 Each Party giving or making any notice, request, demand, consent, approval, or other communication (each, a "**Notice**") pursuant to this Agreement shall cause the Notice to be in writing and be: (a) personally delivered with a written receipt of delivery; (b) sent by a nationally recognized overnight delivery service requiring a written acknowledgement of receipt or providing a certification of delivery or attempted delivery; or (c) sent by certified U.S. Mail. All Notices shall be deemed received when actually delivered as documented in a delivery receipt; provided, however, that if the Notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of the absence of a signatory to acknowledge receipt, or by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this Section, then the first attempted delivery shall be deemed to constitute its receipt. Each Party shall be entitled to change its address for a Notice from time to time by delivering Notice to the other Party thereof in the manner herein provided for the delivery of Notices. All Notices shall be sent as set forth below:

To County:

Adams County
Attn: Public Works Director
4430 S Adams County Parkway
Brighton, CO 80601
Telephone: 720-523-6875

Copy to:

Adams County
Attn: County Attorney
4430 S Adams County Parkway
Brighton, CO 80601
Telephone: 303-655-2120

To Welby:

Welby Road Company
Attn: Jim Fabinski
8600 Welby Road
Denver, CO 80229
Telephone: 303-287-4312

Copy to:

EnCon United
Attn: J.E. Sorensen, President
2140 S. Ivanhoe St. Suite 100
Denver, CO 80222
Telephone: 303-298-1900

Each such Notice shall be deemed to have been given at the time it shall be personally delivered to such address or deposited in the United States mail in the manner prescribed herein.

9.6 The Section and subsections hereof are for convenience and shall not affect the meaning of this Agreement.

9.7 This Agreement contains the entire agreement between the Parties relating to its subject matter. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

9.8 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.

9.9 This Agreement shall be recorded in the Official Records at County's sole cost and expense.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

County

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

By: _____
Chair

ATTEST:

Josh Zygielbaum , Clerk and Recorder

Approved as to form:



Adams County Attorney's Office

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

Welby

WELBY ROAD COMPANY, LLC,
a Colorado limited liability company

By: 

Name: James E. Sorensen

Title: President

STATE OF COLORADO

COUNTY OF Denver

)

) §

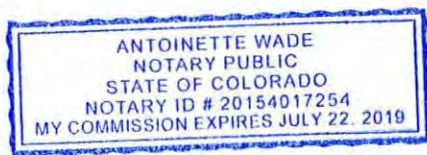
)

The foregoing instrument was acknowledged before me this 19 day of October 2018, by James E. Sorensen as President of WELBY ROAD COMPANY, LLC, a Colorado limited liability company.

My commission expires:

July 22, 2019

[Notary Seal]





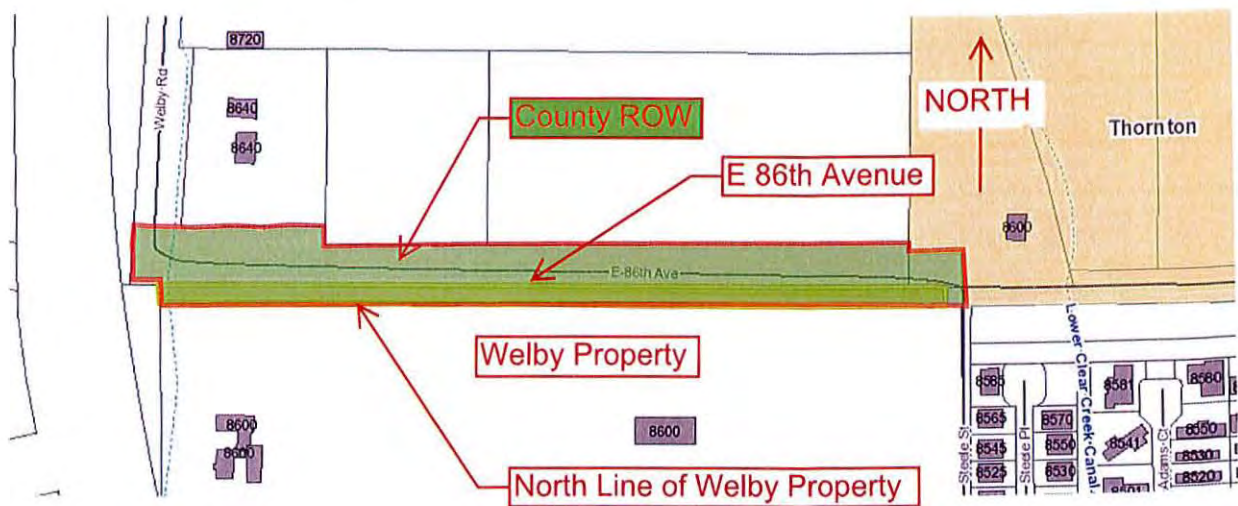
Name:

Notary Public

[Exhibits to follow]

EXHIBIT A

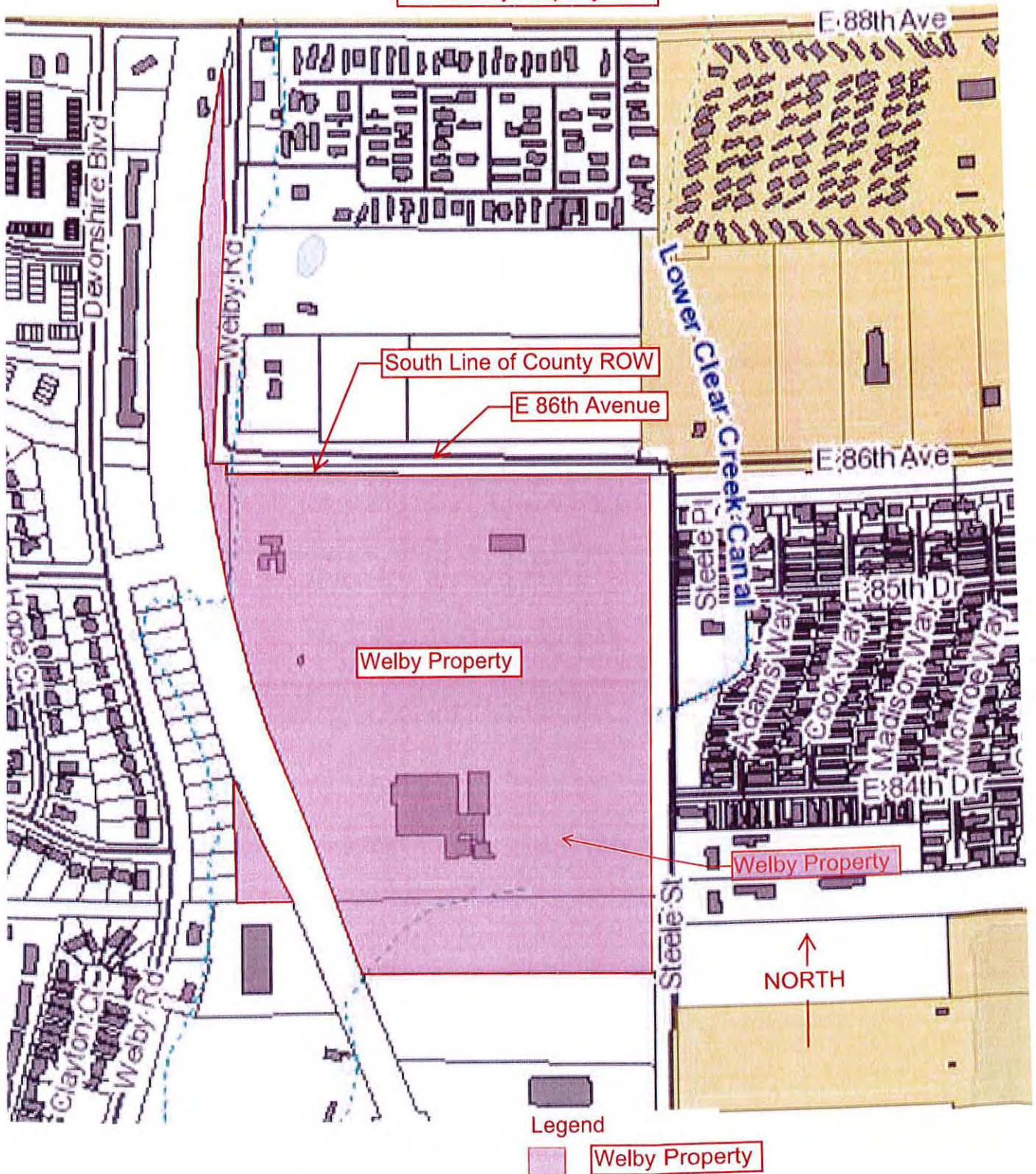
County Right of Way



755

EXHIBIT B

Welby Property



[Handwritten signature]

EXHIBIT C

Project Plans

(3 Phases)

Cover Page of Each Phase

3 Pages To Follow

9/5/5

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ADAMS COUNTY, COLORADO LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

UDFCD PROJECT NO. 106266



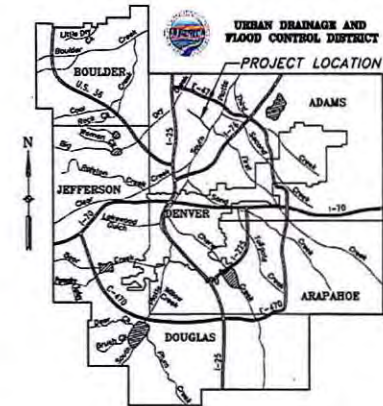
LOCATION MAP



PREPARED BY

300 South Colorado Boulevard Suite 2000
Denver, CO 80202
www.stantec.com

FEBRUARY, 2017
PHASE 1 ISSUED FOR CONSTRUCTION



VICINITY MAP

Designed by: GE AND FLOOD CONTROL DISTRICT

Ken Mackenzie	06 February 2018
308270233224485	DATE
Laura Kroger	06 February 2018
AS185ED3FB99401	DATE
David Skovdas	05 February 2018
CAR27CB433F34F0	DATE
STREAM SERVICES	MANAGER

Designed by: Rene Valdez

3703E902E852468	05 February 2018
DATE	DATE
Designed by: <u>Paul T. Nelson</u>	02 February 2018
P8897F8F00240A	DATE
ENGINEER	DATE
STORMWATER AND INFRASTRUCTURE, TRANSPORTATION DEPARTMENT	

STANTEC

Colin Haggerty
COLIN HAGGERTY, PE - PROJECT MANAGER

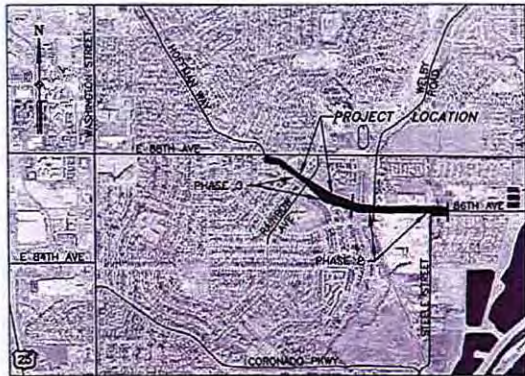
1/29/18
DATE



Know what's below.
Call before you dig.

CLARK

UDFCD PROJECT NO. 106266



LOCATION MAP



PREPARED BY



DECEMBER 22, 2017
PHASE 2 ISSUED FOR CONSTRUCTION



VICINITY MAP

[illegible]

Designated by: Rene Valdez 05 February 2018
STUDY MANAGER
 DATE
 Designated by: _____
STUDY MANAGER
 DATE
 Designated by: Russell T. Nelson 02 February 2018
STUDY MANAGER
 DATE
 Designated by: _____
STUDY MANAGER
 DATE

STANTEC

COLIN HAGGERTY, PE - PROJECT MANAGER

1/29/18
DATE



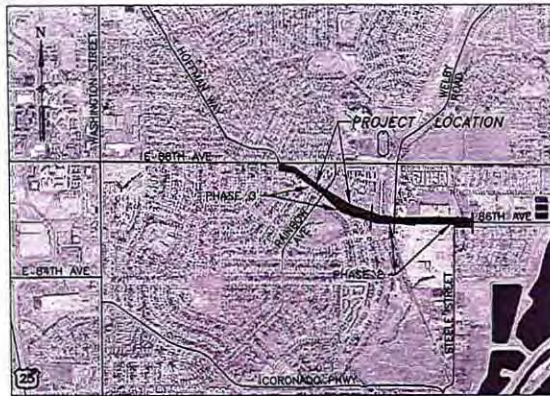
811.
Know what's below.
Call before you dig.

Qc15

DATE: 0093, 1/29/2018 2:43 PM

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT ADAMS COUNTY, COLORADO LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

UDFCD PROJECT NO. 106266



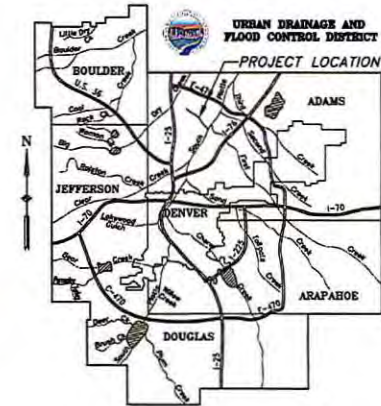
LOCATION MAP



PREPARED BY



DECEMBER 22, 2017
PHASE 3 ISSUED FOR CONSTRUCTION



VICINITY MAP

DocuSigned by:
Ken Mackenzie
3482FDC33528485
Laura Frazier
AS1B5ED3FB69401
CAB27EB423F34F0...
STREAM SERVICES

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

06 February 2018
DATE
06 February 2018
DATE
05 February 2018
DATE

FIVE DIRECTOR
MANAGER

DocuSigned by:
Rene Valdez
3703ENR2B59488
Russell T. Nelson
P8807FEP30240A
STORMWATER AND INFRASTRUCTURE, TRANSPORTATION DEPARTMENT

05 February 2018
DATE
02 February 2018
DATE

STATION DEPARTMENT

STANTEC

Colin Haggerty
COLIN HAGGERTY, PE - PROJECT MANAGER
1/29/18
DATE



Know what's below.
Call before you dig.

445

DRAWING DATE: 1/29/2018 - Hoffman_DrainageWayImprovements\General\01-10719-C-1-Cover-PR-3.dwg

EXHIBIT D

New Facilities Plans
11 Pages To Follow

New Sanitary Sewer Service Lines
(Welby requested Sewer Betterment)

Drawing No's:

US-7

US-8

US-9

3 Pages

New Water Service Line

Drawing No:

UW-9

1 Page

New Bridge

Welby Box Culvert

(Includes 19 feet of Welby's
requested Bridge Betterment)

Drawing No: DS-3

1 Page

New Bridge

Welby Box Culvert

(Includes Headwall of Welby's
requested Bridge Betterment)

Drawing No's:

BC-1

BC-2

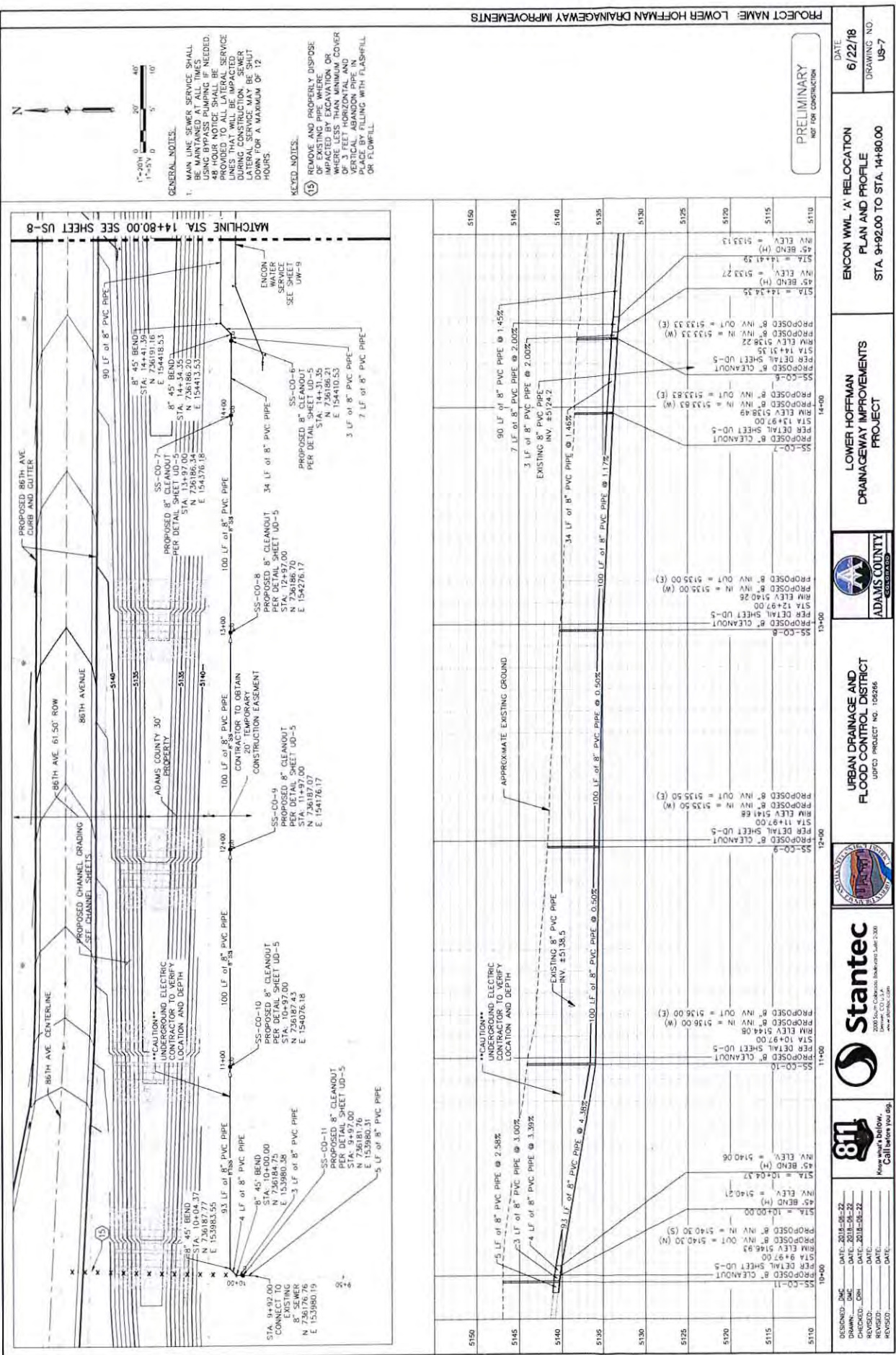
BC-3

Part No DTL

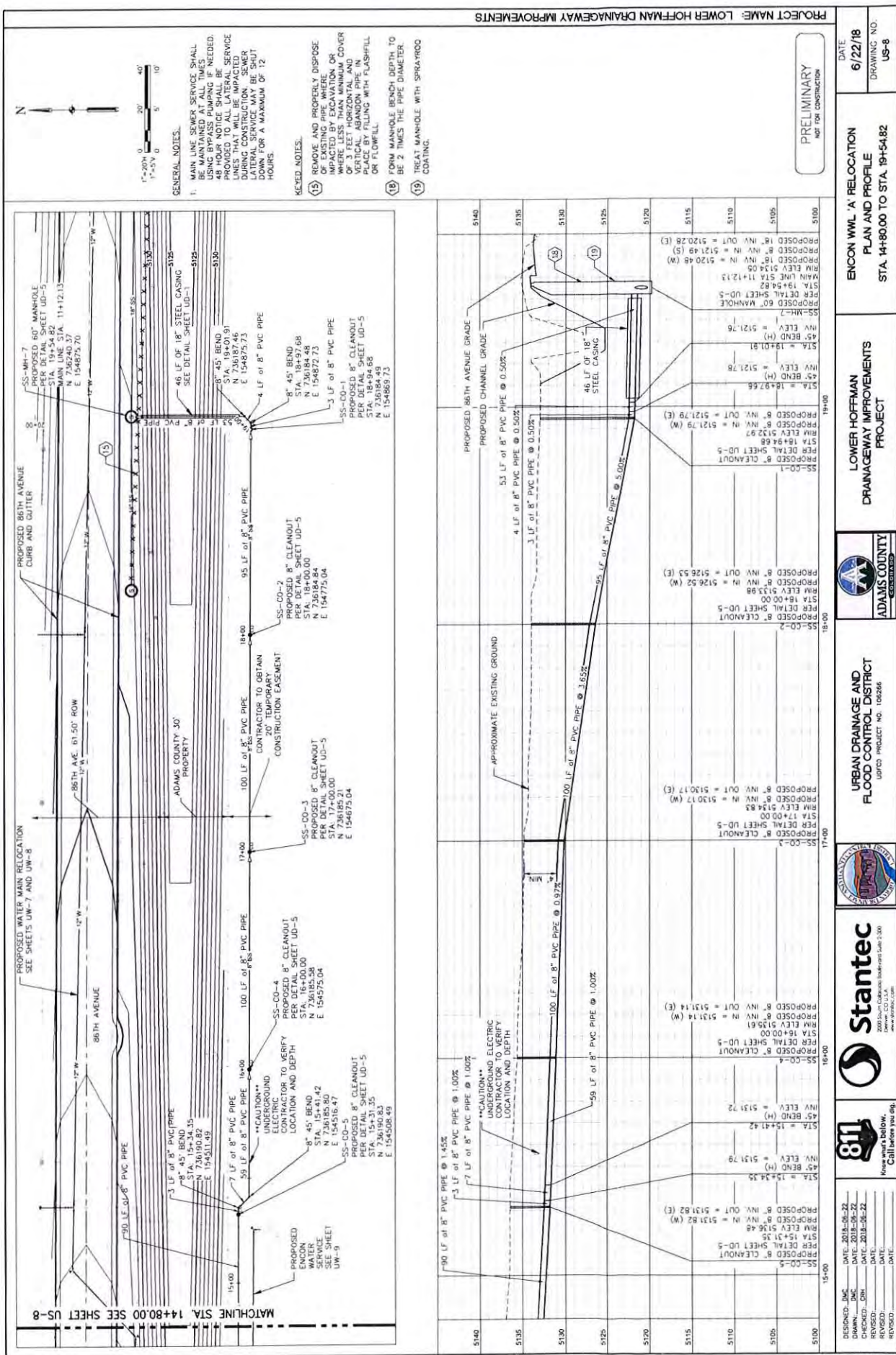
Part No 7.1

Part No 7.1.1

6 Pages



255



REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	2018-06-22	DMC	DATE: 2018-06-22
2	2018-06-22	DMC	CHECKED: JRM
3	2018-06-22	DMC	REVISION: JRM
4	2018-06-22	DMC	REVISION: JRM
5	2018-06-22	DMC	REVISION: JRM

PROJECT NAME: LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS

DATE: 6/22/18

DRAWING NO.: US-8

ENCON WML 'A' RELOCATION PLAN AND PROFILE

STA 14+80.00 TO STA. 19+54.82

LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

ADAMS COUNTY

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

STANTEC

811

Call before you dig

DESIGNED: JMC DATE: 6-22-2018
 DRAWN: JMC DATE: 6-22-2018
 CHECKED: JMC DATE: 6-22-2018
 REVISION: JMC DATE: 6-22-2018
 REVISION: JMC DATE: 6-22-2018



URBAN DRAINAGE AND
 FLOOD CONTROL DISTRICT
 UDCD PROJECT NO. 109266



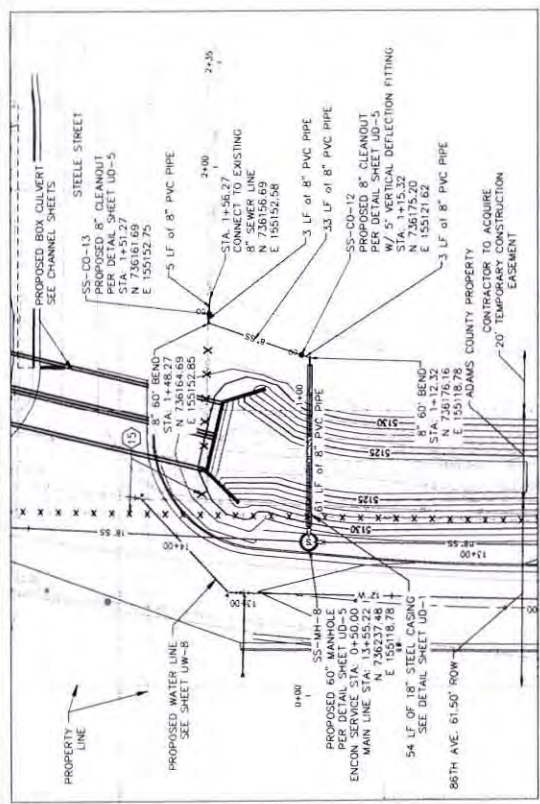
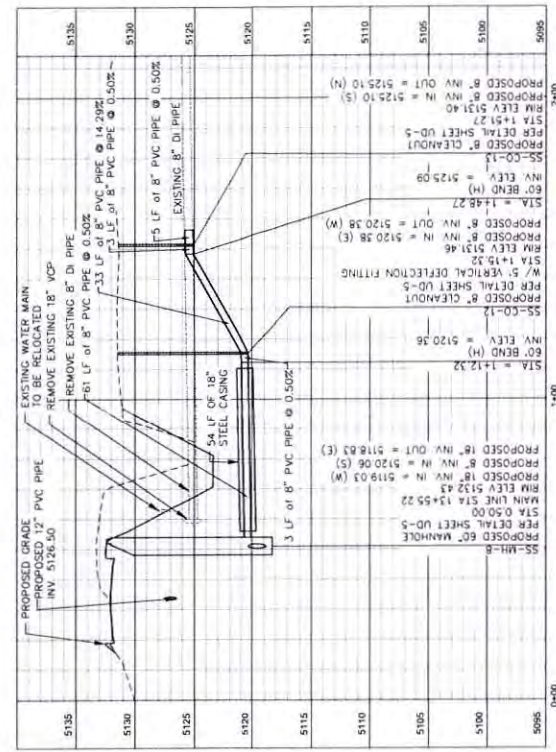
LOWER HOFFMAN
 DRAINAGEWAY IMPROVEMENTS
 PROJECT

ENCON WWL 'B' RELOCATION
 PLAN AND PROFILE
 STA. 0+50.00 TO STA. 1+58.27

DATE
 6/22/18
 DRAWING NO.
 US-9

PRELIMINARY
 NOT FOR CONSTRUCTION

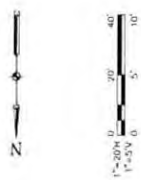
PROJECT NAME: LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS

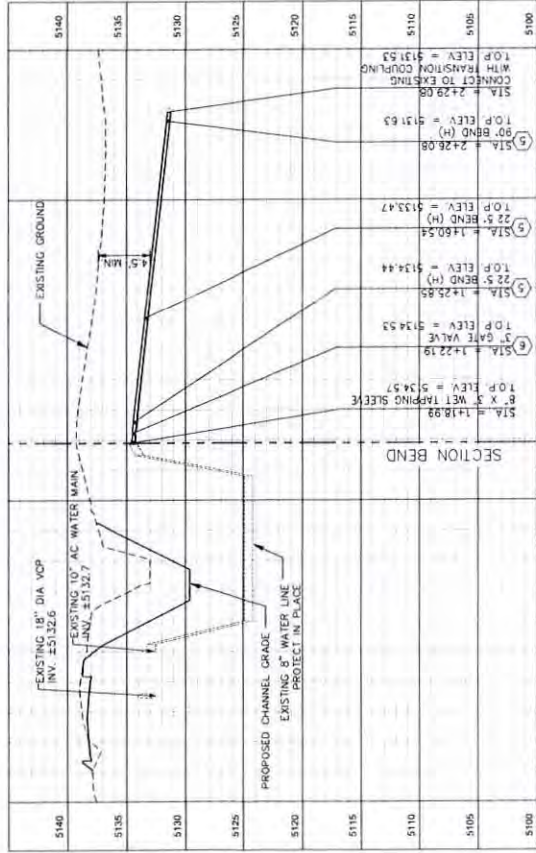
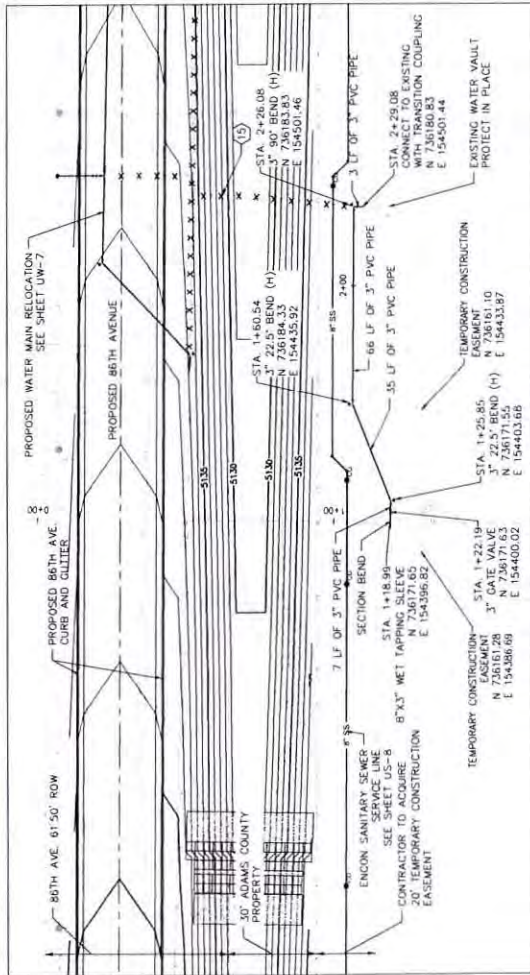


- RECORD NOTES:
- (15) REMOVE AND PROPERLY DISPOSE OF EXISTING PIPE WHERE IMPACTED BY EXCAVATION OR WHERE EXISTING PIPE IS COVERED BY EXCAVATION. COVER OF 3 FEET HORIZONTAL AND VERTICAL. ABANDON PIPE IN PLACE BY FILLING WITH FLASHFILL OR FLOWFILL.
 - (16) TREAT MANHOLE WITH SPINAROC COATING.

GENERAL NOTES:

- 1. MAIN LINE SEWER SERVICE SHALL BE MAINTAINED THROUGHOUT THE 48 HOUR NOTICE SHALL BE PROVIDED TO ALL LATERAL SERVICE PROVIDERS. LATERAL SERVICE DURING CONSTRUCTION. SEWER LATERAL SERVICE MAY BE SHUT DOWN FOR A MAXIMUM OF 12 HOURS.





GENERAL NOTES:

- THE RESPONSIBLE PARTY SHALL BE ADVISED IN ADVANCE OF ANY LOSS OF SERVICE IS NECESSARY. OUTAGES FOR MORE THAN FOUR HOURS SHALL BE CONSIDERED. MUST BE CONDUCTED AT TIMES TO CAUSE THE LEAST INCONVENIENCE TO CUSTOMERS AND UPON THE ENGINEER'S APPROVAL.
- SERVICE LINE TAP WORK SHALL BE CONDUCTED IN THE CITY OF THORNTON.
- APPROVED PIPE MATERIAL - ASTM D2241 PVC, DR-21
- PRIOR TO CONNECTING NEW SERVICE LINE TO EXISTING SERVICE LINE NORTH OF WATER PIT, NEW SERVICE LINE SHALL BE ADEQUATELY SOAKED WITH GASOLINE AND FLUSHED.
- CONTACT CITY OF THORNTON (AL ALVA 720-977-6277) PRIOR TO ANY WORK IN THE CITY OF THORNTON.
- CONTRACTOR SHALL PROVIDE AS-BUILT INFORMATION (HORIZONTAL AND VERTICAL) ON THE WATER SERVICE LINE AND ITS LOCATION.

KEYED NOTES:

- PROPOSED 22.5' AND 90' BEND (H) = HORIZONTAL BEND AND THRUST BLOCK PER UD-2
- PROPOSED GATE VALVE PER UD-2
- REMOVE AND PROPERLY DISPOSE OF EXISTING PIPE WHERE IMPACTED BY EXCAVATION OR WHERE LESS THAN MINIMUM COVER. SEE MINIMUM AND VERTICAL ABANDON PIPE IN PLACE BY FILLING WITH FLASHFILL OR FLOWELL REMOVE EXISTING PIPE AND ABANDON SERVICE LINE AT THE MAIN.



PROJECT NAME: LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS

DATE: 6/22/18

DRAWING NO.: UN-9

ENCON WATER SERVICE RELOCATION
PLAN AND PROFILE
STA. 1+18.99 TO STA. 2+29.08

LOWER HOFFMAN
DRAINAGEWAY IMPROVEMENTS
PROJECT



URBAN DRAINAGE AND
FLOOD CONTROL DISTRICT
UDCD PROJECT NO. 180266



Stantec
www.stantec.com



DESIGNED: JMC
DATE: 4-22-2018
CHECKED: JMC
DATE: 4-22-2018
REVISED: JMC
DATE: 4-22-2018
REVISED: JMC
DATE: 4-22-2018

811
Know what's below.
Call before you dig.

Handwritten signature/initials.

GENERAL NOTES

1. LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
2. REMOVE EXISTING 10" X 7" CONCRETE BOX CULVERT.
3. EXISTING 10" X 7" CONCRETE BOX CULVERT TO BE REMOVED AND REPLACED WITH 30" X 24" CONCRETE BOX CULVERT.
4. BEDDING PER CDDOT M-209-1.
5. TOE WALL ON ALL WINGWALLS PER CDDOT M-601-20.
6. WETLAND IMPACTS PER USACE PERMIT NMD-2016-01763-DEN.

SUBGRADE TREATMENT

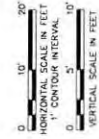
1. SUBGRADE TREATMENT IS PER YEH AND ASSOCIATES PROJECT NO. 216-4444. GEOTECHNICAL REPORT DATED DECEMBER 2, 2016.
2. THE CBCS AND SHALLOW FOUNDATIONS SHOULD BE PROTECTED FROM FROST DAMAGE BY MAINTAINING A MINIMUM TREATMENT DEPTH BELOW ADJACENT EXTERIOR GRADE SHOULD BE AT LEAST 3 FEET.
3. FOUNDATION SOILS IN THE TREATMENT AREA BENEATH CBCS SHOULD BE FREE OF ALL ORGANICS, TOPSOIL, DEBRIS, AND LOOSE, SOFT, OR WET MATERIAL.
4. EXISTING SUBGRADE SHALL BE EXCAVATED TO A MINIMUM OF 12 INCHES BELOW EXTERIOR GRADE. EXCAVATION SHALL BE BACKFILLED WITH A DRY MIXED GRADE OF 95 PERCENT STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 199) AT A MINIMUM, EXCAVATING TO A DEPTH OF 12 INCHES AND SCARPING AND COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 199) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
5. IF RUBBLE, CONCRETE, OR ASPHALT DEBRIS LARGER THAN 3 INCHES IN EQUIVALENT DIAMETER ARE ENCOUNTERED, THEY SHOULD BE REMOVED.
6. THE SUBGRADE SHALL BE TREATED TO THE FOLLOWING SPECIFICATIONS:
 - A. A THICKER STABILIZING LAYER OF CDOT CLASS 1 STRUCTURAL BACKFILL OR SIMILAR GRANULAR MATERIAL CAN BE USED INSTEAD OF THE GEOSYNTHETIC STABILIZING LAYER. THE GRANULAR MATERIAL SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 199) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
 - B. A 12 INCH, OR THICKER, STABILIZING LAYER OF CDOT CLASS 1 STRUCTURAL BACKFILL OR SIMILAR GRANULAR MATERIAL SHALL BE USED TO PROVIDE A STABILIZING LAYER OVER THE WEAKER FOUNDATION SOILS. IF NECESSARY, THE MATERIALS SHOULD BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 199) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
 - C. A CDOT CLASS 1 SEPARATOR GEOTEXTILE LAYER SHOULD BE USED NEAR THE BOTTOM OF THE CDOT CLASS 1 STRUCTURE BACKFILL TO PROVIDE ADDITIONAL STABILIZING SUPPORT. IF ONE LAYER IS NOT ENOUGH, MULTIPLE LAYERS ARE RECOMMENDED TO BE USED, SPACED AT 4 INCHES AS NECESSARY.
 - D. A THICKER STABILIZING LAYER OF CDOT CLASS 1 STRUCTURAL BACKFILL OR SIMILAR GRANULAR MATERIAL CAN BE USED INSTEAD OF THE GEOSYNTHETIC STABILIZING LAYER. THE GRANULAR MATERIAL SHALL BE COMPACTED TO 95 PERCENT OF STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM 199) AT A MOISTURE CONTENT WITHIN 2 PERCENT OF OPTIMUM.
 - E. THE CONTRACTOR MAY ELECT TO USE OTHER METHODS TO PROVIDE SUBGRADE STABILIZATION, DEPENDING ON THE MEANS AND METHODS CHOSEN, PROVIDED THE SUBGRADE SOILS PASS THE PROOF ROLL.
7. THE SUBGRADE TREATMENT ZONE SHOULD EXTEND AT LEAST ONE (1) FOOT FROM THE EDGES OF THE FOUNDATION OR CBC.
8. THE SUBGRADE SOILS AT THE SURFACE OF THE TREATED ZONE SHOULD BE REPAVED TO THE EXISTING GRADE AND PROPOSED GRADE. AREAS WHICH DEFORM NON-UNIFORMLY UNDER THE PROOF ROLL SHOULD BE REMOVED, REPAVED, AND RECOMPACTED PRIOR TO CBC CONSTRUCTION.

WINGWALL LAYOUT TABLE

WINGWALL (ft)	B (ft)	E (ft)	F (ft)	G (ft)	H (ft)
1	0	6.5	6.5	10	10
2	0	7	6.5	6.5	10
3	0	7.5	6.5	6.5	10
4	0	7.5	6.5	6.5	10

CULVERT HYDRAULIC CALCULATIONS

FLOW (CFS)	1550 CFS
VELOCITY (FPS)	3.27 FT/SEC



PROJECT NAME: LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS
 DATE: 02/03/2017
 DRAWING NO.: DS-3

LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

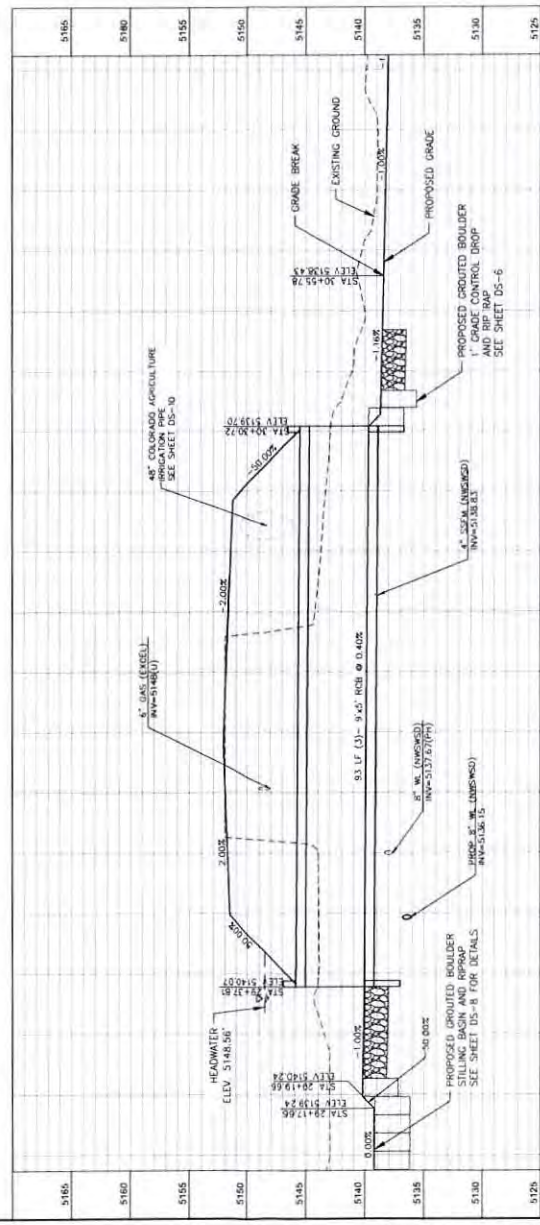
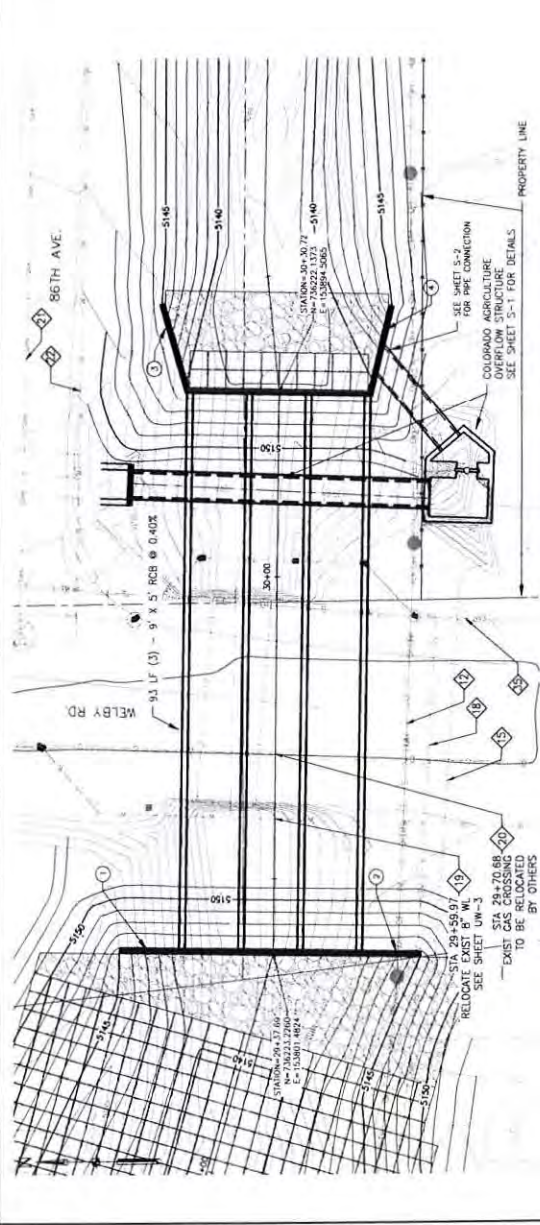
ADAMS COUNTY

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT

Stantec

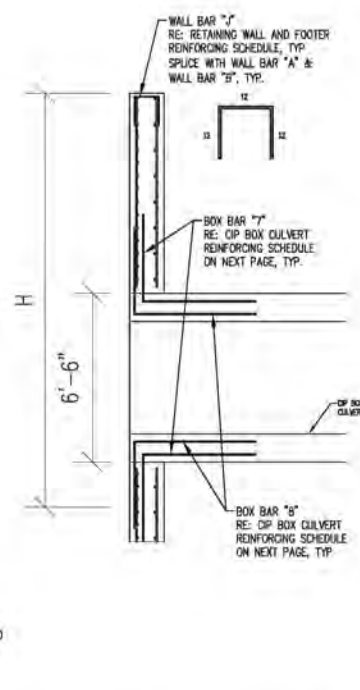
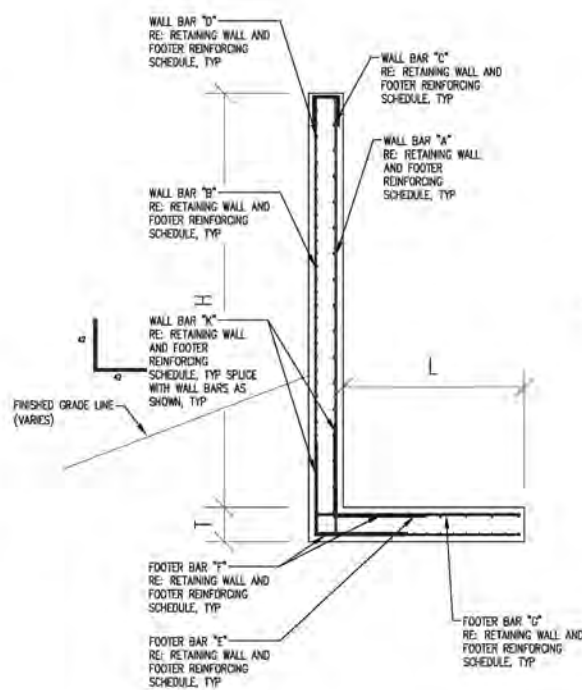
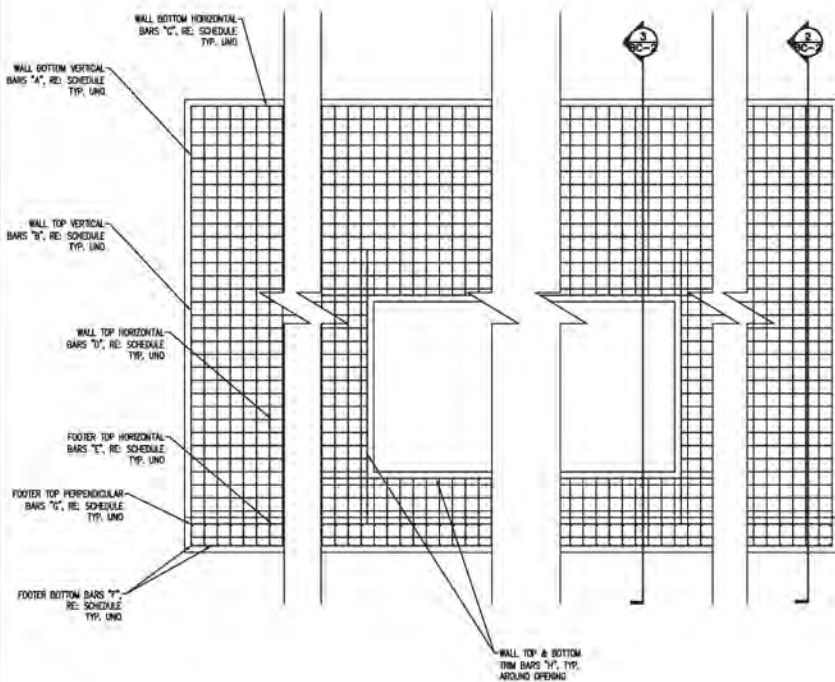
811

DESIGNED: JLC
 DATE: 2/10/17
 CHECKED: C.N.
 DATE: 2/10/17
 REVISIONS: NONE
 DATE: NONE



55

EXCON COLORADO'S PROFESSIONAL ENGINEER SEAL APPLIES ONLY TO EXCON COLORADO PRODUCTS AND NOT TO THE PRODUCTS OF OTHER COMPANIES. DETAILS TO MEET ITS STRUCTURAL DETAILS PROVIDED BY THE ENGINEER OF RECORD. THE ENGINEER OF RECORD MUST REVIEW AND APPROVE EXCON COLORADO'S WORK FOR MEDICAL COMPLIANCE WITH THE PRELIMINARY CONCEPTS AND MEDICAL COMPLIANCE WITH THE INFORMATION GIVEN IN THE CONTRACT DOCUMENTS.



2 CIP WALL REINFORCING SECTION
BC-2 Scale: 1/2"=1'-0"

3 CIP WALL REINFORCING SECTION
BC-2 Scale: 1/2"=1'-0"

RETAINING WALL AND FOOTER REINFORCING SCHEDULE

	"A"	"B"	"C"	"D"	"E"	"F"	"G"	"H"	"J"	"K"
RETAINING WALL	#6 BARS @ 5" O.C. MAX	#4 BARS @ 5" O.C. MAX	#6 BARS @ 12" O.C. MAX	#4 BARS @ 8" O.C. MAX				(5) #6 BARS	#6 BARS @ 8" O.C. MAX	#6 BARS @ 8" O.C. MAX
FOOTER					#6 BARS @ 12" O.C. MAX	#4 BARS @ 6" O.C. MAX	#6 BARS @ 8" O.C. MAX			

NOTES:

1. IF REINFORCING BARS CANNOT EXTEND THE FULL HEIGHT OR LENGTH OF THE WALL OR FOOTER, REBAR MUST BE SPLICED WITH ADDITIONAL BAR(S) UNTIL BUNDLE ACHIEVES 3" CLEARANCE ON EITHER END. SPLICE LENGTH MUST BE 1.34 MINIMUM.
2. MINIMUM CLEAR COVER TO REBAR FROM EDGE OF WALLS IS 2". TYPICAL MINIMUM CLEAR COVER TO BOTTOM OF CULVERT AND BOTTOM/SIDES OF FOOTERS IS 3", TYPICAL.
3. #6 TIE BARS "H" MUST EXTEND 1/4 BEYOND OPENING MINIMUM, TYPICAL.
4. CONCRETE STRENGTH $f_c = 4000$ PSI MIN.

CIP WALL SECTION DIMENSIONS

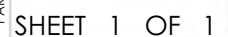
SECTION	H	L	T
1	16'-9"	N/A	N/A
2	16'-9"	13'-0"	9"
3	13'-7"	13'-0"	1'-4"
4	10'-7"	8'-0"	1'-4"
5	7'-7"	5'-0"	1'-4"

Sheet Revised 11/05/2018



Sheet Added 11/05/2018

N/A



#4 BARS @ 6" O.C. MAX
EA. WAY ALONG BOTTOM
OF HEEL (TEMP. AND
SHRINKAGE STEEL)

* - SEE TABLE FOR WALL HEIGHT AND FOOTER LENGTHS & THICKNESSES AT VARIOUS SECTIONS



Sheet Added 11/05/2018

SHEET TITLE

WELBY ROAD RETAINING WALL DESIGN SUMMARY

JOB NO

N/A



DRAWN

KM
4/9/18

CHECKED

JF
9/26/18

ISSUED

—

— / — / —

PART NO

7.1

SHEET 1 OF 1



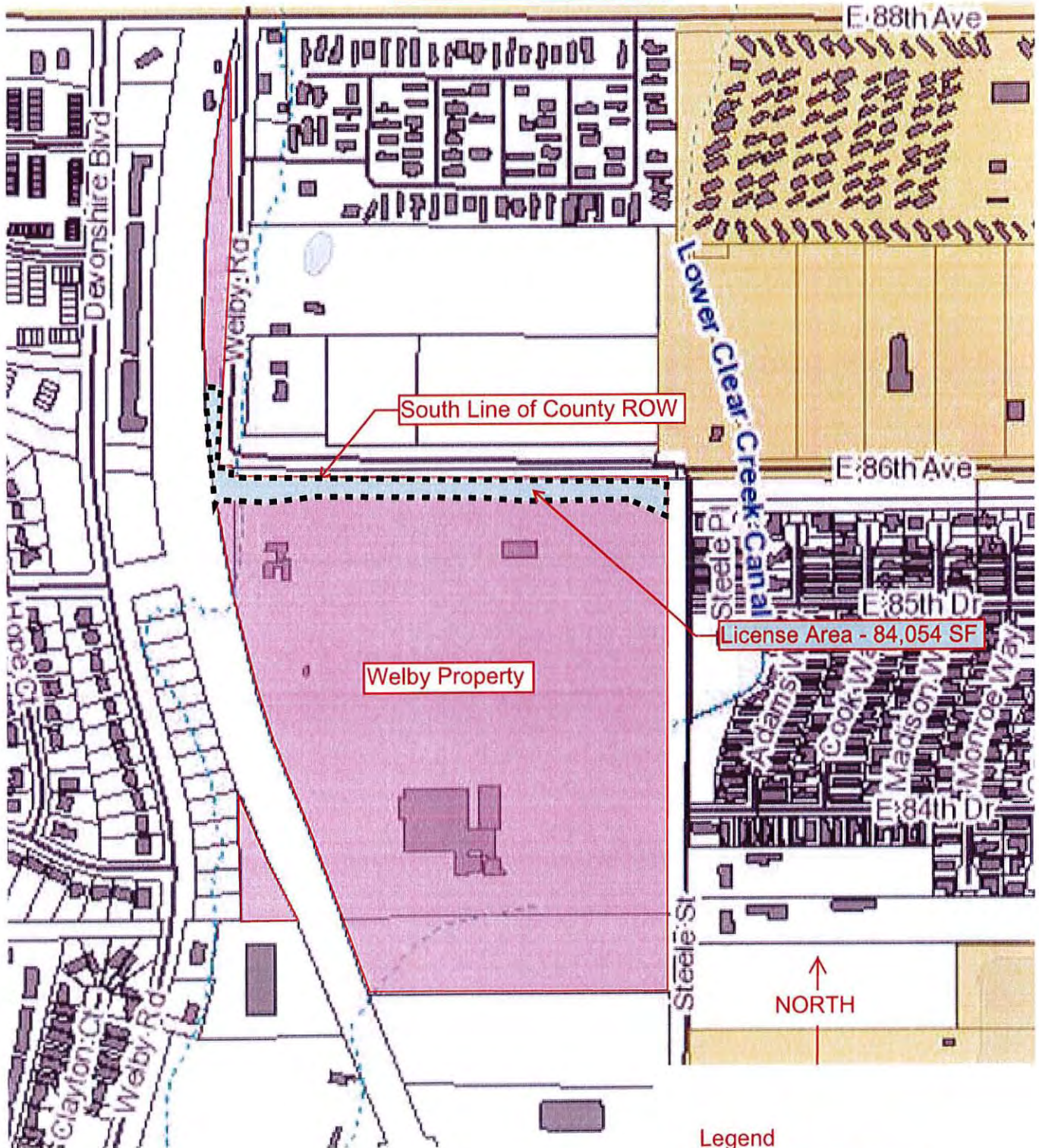
EnCon
COLORADO, LLC

7.1.1

SHEET 1 OF 1

EXHIBIT E

License Area to County



Legend

-  Welby Property
-  License Area

255

EXHIBIT F

Property in Fee to County
3 Pages To Follow

WARRANTY DEED

THIS DEED, dated this _____ day of _____, 2018, between **WELBY ROAD COMPANY, LLC**, a Colorado limited liability company, , grantor(s), and **THE COUNTY OF ADAMS, State of Colorado**, whose legal address is 4430 South Adams County Parkway , Brighton, Colorado 80601 of the said County of Adams and State of Colorado, grantee(s):

WITNESS, that the grantor(s), for ten dollars and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell, convey and confirm, unto the grantee(s), its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

Legal description as set forth in three descriptions and their associated exhibits, all labeled Exhibit "A", two sheets in total, attached hereto and incorporated herein by this reference. This property is dedicated for right of way, drainage, utility and roadway purposes.

Property is located at: 8600 Welby Road, Thornton, Colorado 80229, being a part of County Assessor's parcel number 0171925200011.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the ensealing and delivery of these presents, it is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except oil, gas and mineral interests if any and except 2017 taxes due in 2018 which grantor agrees to pay.

The grantor(s) shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the grantee(s), its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the grantor(s) have executed this deed on the date set forth above.

Welby Road Company, LLC,
a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)
) §
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by _____ as _____ of Welby Road Company, a Colorado limited liability company.

My commission expires:

Witness my hand and official seal.

Notary Public

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGAL DESCRIPTION: (PREPARED BY INFINITY SOLUTIONS, INC.)

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NUMBER 2006000772660, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO, (CONSIDERING THE EAST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR S00°07'49"E, BETWEEN A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25 AND A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 38046 AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 25), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, ADAMS COUNTY, COLORADO; THENCE S00°07'49"E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 30.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF EAST 86TH AVENUE, BOOK 1818, PAGES 314 AND 315, COUNTY PUBLIC RECORDS, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE S00°07'49"E, A DISTANCE OF 25.00 FEET; THENCE DEPARTING THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, N71°23'18"W, A DISTANCE OF 79.20 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF EAST 86TH AVENUE, BOOK 1818, PAGES 314 AND 315, COUNTY PUBLIC RECORDS, SAID POINT LYING 30.00 FEET SOUTHERLY OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25; THENCE S89°47'20"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, PARALLEL WITH AND 30.00 FEET SOUTHERLY OF, BY PERPENDICULAR MEASUREMENT, THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID NORTHWEST QUARTER OF SECTION 25, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.022 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
2. EASEMENTS, ENCUMBRANCES OR OTHER MATTERS, IF ANY, AFFECTING THE DESCRIBED LAND ARE NOT SHOWN. A CURRENT TITLE COMMITMENT/POLICY WAS NOT PROVIDED TO INFINITY SOLUTIONS, INC.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
4. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE EAST LINE OF THE SE1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING S00°07'49"E, AS SHOWN HEREON.

PREPARED FOR: REGIONAL RAIL PARTNERS

A TRACT OF LAND

Infinity Solutions Inc.

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234

REVISED: 11-08-17

Sheet 1 of 2

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THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

LEGEND



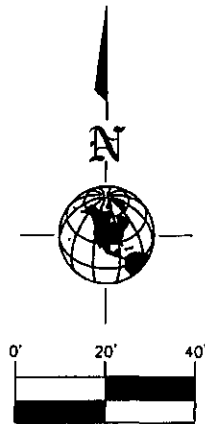
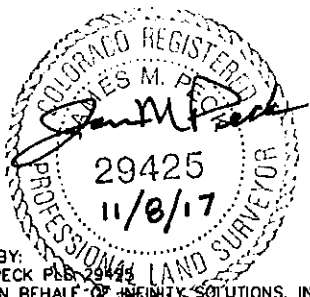
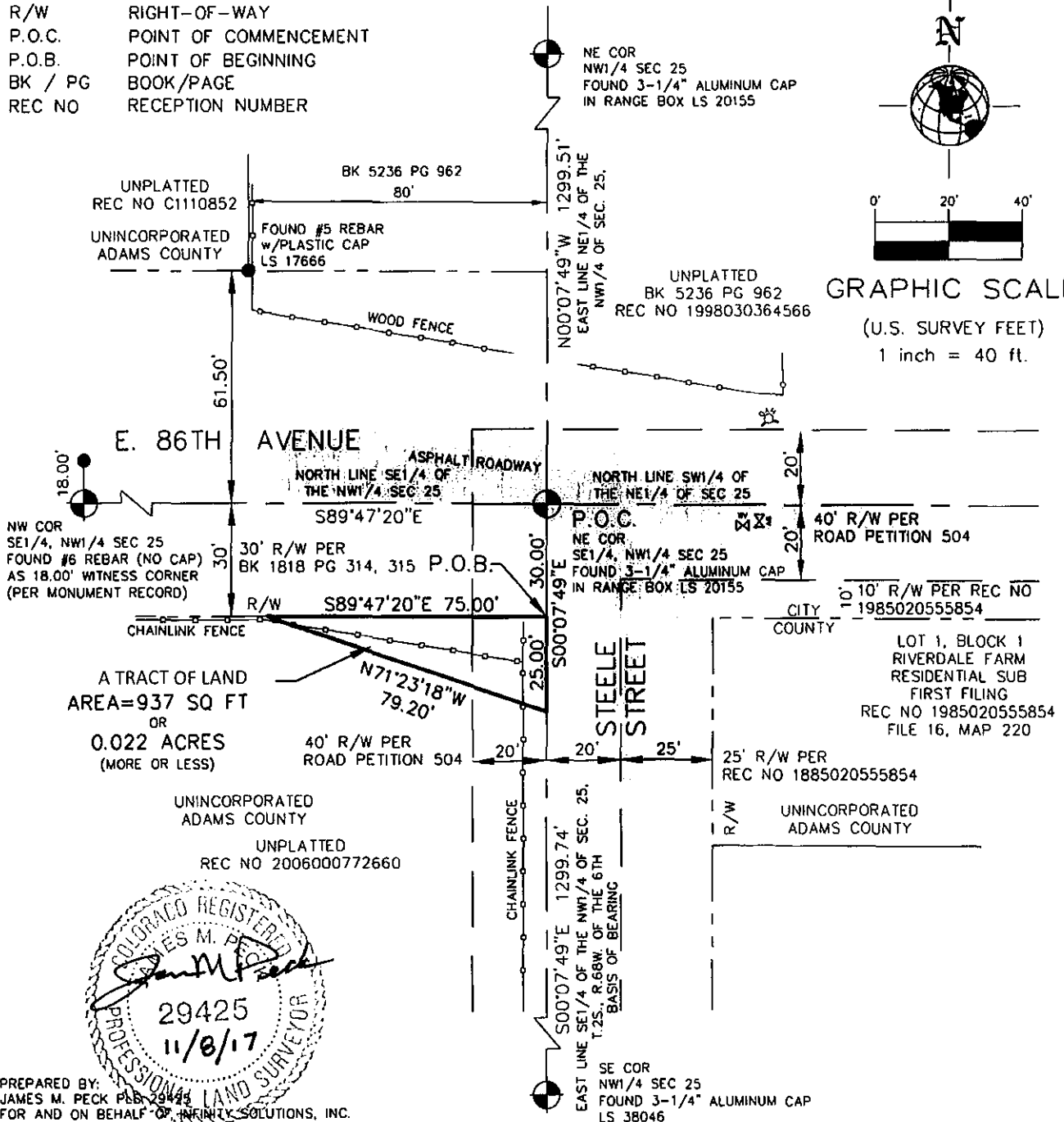
 WATER VALVE
 FIRE HYDRANT
 R/W RIGHT-OF-WAY
 P.O.C. POINT OF COMMENCEMENT
 P.O.B. POINT OF BEGINNING
 BK / PG BOOK/PAGE
 REC NO RECEPTION NUMBER

EXHIBIT A



GRAPHIC SCALE
(U.S. SURVEY FEET)
1 inch = 40 ft.



PREPARED BY:
 JAMES M. PECK PLS 29425
 FOR AND ON BEHALF OF INFINITY SOLUTIONS, INC.

PREPARED FOR: REGIONAL RAIL PARTNERS

A TRACT OF LAND

DRAWN BY:	RK	SCALE:	1"=40'	S-T-R:	N1/2 25-2S-68W
CHECKED BY:	JMP	DATE:	11-08-17	JOB NUMBER:	SR1908

Infinity Solutions Inc.

Construction Survey & GIS Services
 (303)229-6885
 110465 Melody Drive, Suite 215
 Northglenn, CO 80234



Sheet 2 of 2

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EXHIBIT G

Permanent Easement to County
10 Pages To Follow

PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **Welby Road Company, LLC**, a Colorado limited liability company, whose address is: 2140 South Ivanhoe Street, Suite 100, Denver, Colorado 80222-5749, hereinafter called "Grantor", for ten dollars and such other good and valuable consideration as stipulated in the Right-of-Way, Easement and License Agreement dated _____ signed by the Owner, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the **COUNTY OF ADAMS, STATE OF COLORADO**, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter "County", its successors and assigns, a permanent easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used at the discretion of the County to install or maintain drainage facilities and accesses, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in four descriptions and their associated exhibits, all labeled Exhibit "A", eight sheets in total, attached hereto and incorporated by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF

Grantor has hereto set his hand on this _____ day of _____, 201____.

Welby Road Company, LLC,
a Colorado limited liability company

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____) §

The foregoing instrument was acknowledged before me

this _____ day of _____, 201____.

by _____, as _____ of
Welby Road Company, LLC.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

Notary Public

My commission expires: _____

JS

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGAL DESCRIPTION: (PREPARED BY INFINITY SOLUTIONS, INC.)

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NUMBER 2006000772660, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO (CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR N89°47'20"W, 1311.86 FEET, BETWEEN THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 BEING MARKED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AND THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, BEING MARKED BY A FOUND NO. 6 REBAR WITHOUT CAP AS WITNESS CORNER LYING N00°33'31"E, 18.00 FEET), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 1311.86 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, AND THE POINT OF BEGINNING; THENCE S00°33'31"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST 86TH AVENUE, BOOK 1818, PAGES 314 AND 315, ADAMS COUNTY PUBLIC RECORDS; THENCE N89°47'20"W, A DISTANCE OF 59.93 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, BEING ON A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 3745.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 00°27'44", THE CHORD OF SAID CURVE BEARS N06°39'26"W, 30.22 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 30.22 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25; THENCE S89°47'20"E, ALONG SAID NORTH LINE, A DISTANCE OF 63.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.042 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
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6. LEGAL DESCRIPTION BASED ON THE LAND SURVEY PLAT PREPARED BY R.W. BAYER AND ASSOCIATES, INC., FILED WITH ADAMS COUNTY ON JANUARY 4, 2000 IN BOOK 1 AT PAGE 1518, MAP NUMBER 100-018 OF THE LAND SURVEY PLAT RECORDS.

PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

Infinity Solutions Inc.

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234

Sheet 1 of 2

2/25

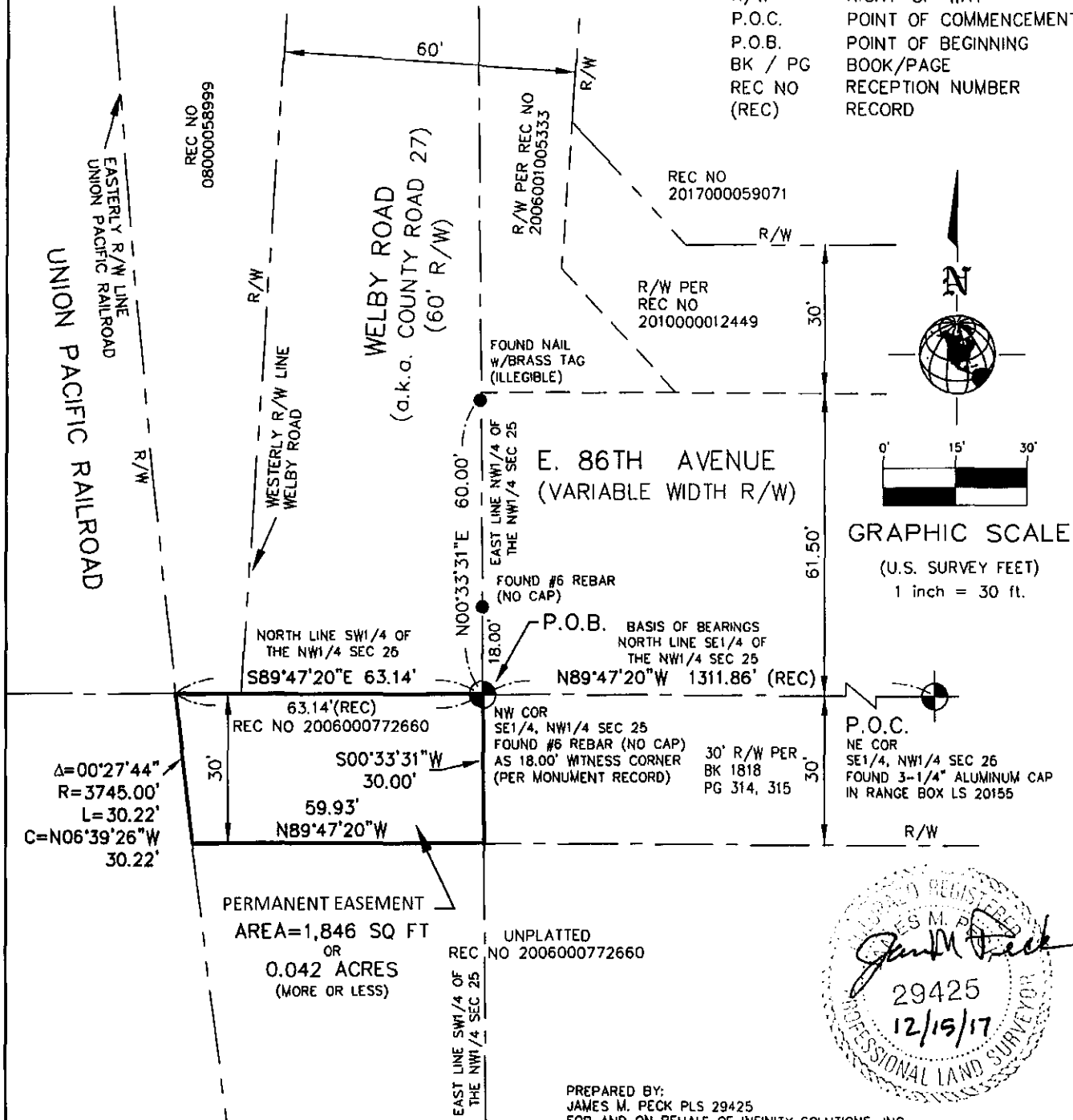
THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGEND

R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
BK / PG BOOK/PAGE
REC NO RECEPTION NUMBER
(REC) RECORD



PREPARED BY:
JAMES M. PECK PLS 29425
FOR AND ON BEHALF OF INFINITY SOLUTIONS, INC.

PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

DRAWN BY: JMP	SCALE: 1"=30'	S-T-R: N1/2 25-2S-68W
CHECKED BY: KE	DATE: 12-07-17	JOB NUMBER: SR190B

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Construction Survey & GIS Services
(303)229-6885
110465 Melody Drive, Suite 215
Northglenn, CO 80234



Sheet 2 of 2

965

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGAL DESCRIPTION: (PREPARED BY INFINITY SOLUTIONS, INC.)

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NUMBER 08000058999, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO (CONSIDERING THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR N89°47'20"W, 1311.86 FEET, BETWEEN THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 BEING MARKED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AND THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, BEING MARKED BY A FOUND NO. 6 REBAR WITHOUT CAP AS WITNESS CORNER LYING N00°33'31"E, 18.00 FEET), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 1311.86 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 49.54 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WELBY ROAD, THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 13.60 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, BEING ON A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 3745.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 00°32'10", THE CHORD OF SAID CURVE BEARS N06°09'29"W, 35.04 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 35.04 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, S86°22'25"E, A DISTANCE OF 19.54 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELBY ROAD; THENCE S03°37'35"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 33.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.013 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
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PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

Infinity Solutions Inc.
Construction Survey & GIS Services
(303)229-6885
110465 Melody Drive, Suite 215
Northglenn, CO 80234

Sheet 1 of 2

925

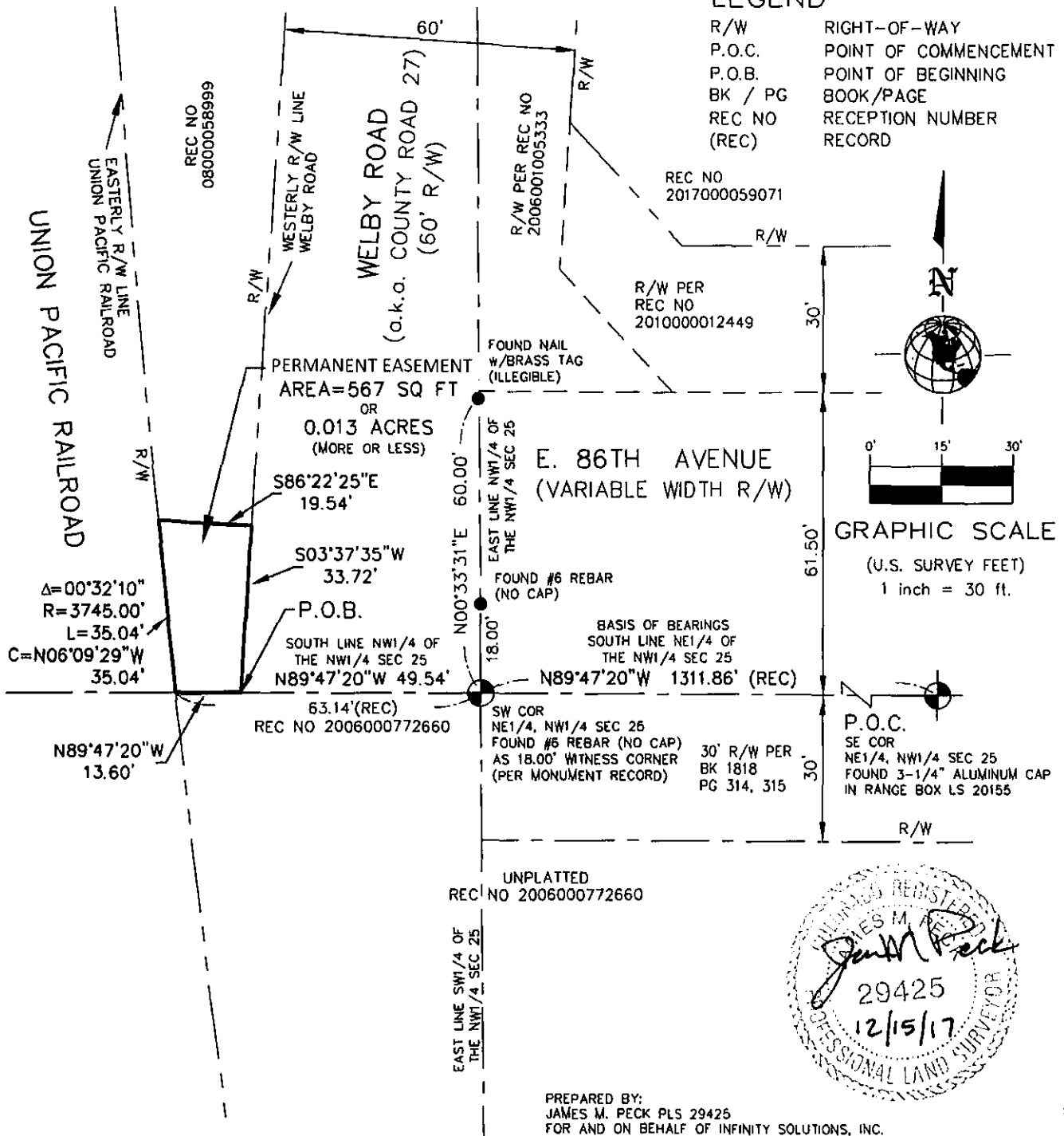
THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGEND

R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
BK / PG BOOK/PAGE
REC NO RECEPTION NUMBER
(REC) RECORD



PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

DRAWN BY: JMP	SCALE: 1"=30'	S-T-R: N1/2 25-2S-68W
CHECKED BY: KE	DATE: 12-07-17	JOB NUMBER: SR190B

Infinity Solutions Inc.
Construction Survey & GIS Services
(303)229-6885
110465 Melody Drive, Suite 215
Northglenn, CO 80234



Sheet 2 of 2

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

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COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 1311.86 FEET TO THE SOUTHWEST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 49.54 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WELBY ROAD; THENCE N03°37'35"E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N86°22'25"W, A DISTANCE OF 19.54 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, BEING ON A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 3745.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 00°31'05", THE CHORD OF SAID CURVE BEARS N05°37'51"W, 33.86 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 33.86 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, S90°00'00"E, A DISTANCE OF 25.04 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WELBY ROAD; THENCE S03°37'35"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.018 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
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PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

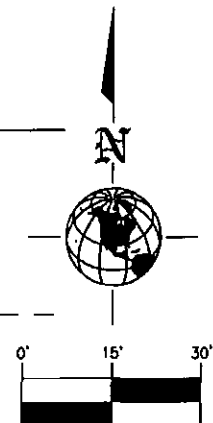
Infinity Solutions Inc.
Construction Survey & GIS Services
(303)229-6885
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Northglenn, CO 80234

Sheet 1 of 2

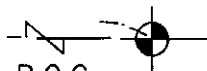
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

LEGEND

R/W	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
BK / PG	BOOK/PAGE
REC NO	RECEPTION NUMBER
(REC)	RECORD



GRAPHIC SCALE
(U.S. SURVEY FEET)
1 inch = 30 ft.



P.O.C.
SE COR
NE1/4, NW1/4 SEC 25
FOUND 3-1/4" ALUMINUM CAP
IN RANGE BOX LS 20155

PREPARED BY:
JAMES M. PECK PLS 29425
FOR AND ON BEHALF OF INFINITY SOLUTIONS, INC.

Infinity Solutions Inc.
Construction Survey & GIS Services
(303)229-6885
110465 Melody Drive, Suite 215
Northglenn, CO 80234



Sheet 2 of 2

PREPARED FOR: REGIONAL RAIL PARTNERS
PERMANENT EASEMENT

DRAWN BY: JMP	SCALE: 1"=30'	S-T-R: N1/2 25-2S-68W
CHECKED BY: KE	DATE: 12-07-17	JOB NUMBER: SR190B

THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGAL DESCRIPTION: (PREPARED BY INFINITY SOLUTIONS, INC.)

A TRACT OF LAND BEING A PORTION OF THAT REAL PROPERTY DESCRIBED IN THE DEED RECORDED UNDER RECEPTION NUMBER 2006000772660, ADAMS COUNTY PUBLIC RECORDS, LYING IN SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., ADAMS COUNTY, COLORADO (CONSIDERING THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 25 TO BEAR N89°47'20"W, 1311.86 FEET, BETWEEN THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25 BEING MARKED BY A FOUND 3-1/4" ALUMINUM CAP STAMPED LS 20155 IN RANGE BOX AND THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, BEING MARKED BY A FOUND NO. 6 REBAR WITHOUT CAP AS WITNESS CORNER LYING N00°33'31"E, 18.00 FEET), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE N89°47'20"W, ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 1311.86 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25; THENCE S00°33'31"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID NORTHWEST 1/4 OF SECTION 25, A DISTANCE OF 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF EAST 86TH AVENUE, BOOK 1818, PAGES 314 AND 315, ADAMS COUNTY PUBLIC RECORDS, THE POINT OF BEGINNING; THENCE S89°47'20"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF EAST 86TH AVENUE, A DISTANCE OF 72.88 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE S00°12'40"W, A DISTANCE OF 22.00 FEET; THENCE N89°47'20"W, A DISTANCE OF 130.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, BEING ON A NON-TANGENT CURVE TO THE RIGHT, THE RADIUS OF SAID CURVE IS 3745.00 FEET, THE CENTRAL ANGLE OF SAID CURVE IS 00°20'21", THE CHORD OF SAID CURVE BEARS N07°03'29"W, 22.18 FEET; THENCE ALONG THE ARC OF SAID CURVE AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 22.18 FEET; THENCE S89°47'20"E, A DISTANCE OF 59.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.066 ACRES.

SURVEYOR'S NOTES:

1. THE SKETCH DEPICTED HEREON (SHEET 2 OF 2) IS FOR GRAPHIC REPRESENTATION ONLY AND DOES NOT REFLECT A MONUMENTED FIELD SURVEY. THE ATTACHED SHEET 2 OF 2 CONTAINS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR. THIS EXHIBIT IS CONSIDERED INCOMPLETE AND NOT VALID WITHOUT SHEET 2 OF 2.
2. EASEMENTS, ENCUMBRANCES OR OTHER MATTERS, IF ANY, AFFECTING THE DESCRIBED LAND ARE NOT SHOWN. A CURRENT TITLE COMMITMENT/POLICY WAS NOT PROVIDED TO INFINITY SOLUTIONS, INC.
3. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED SURVEYOR THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
4. ALL DISTANCES SHOWN HEREON ARE IN U.S. FEET.
5. BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SE1/4 OF THE NW1/4 OF SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING N89°47'20"W, AS SHOWN HEREON.
6. LEGAL DESCRIPTION BASED ON THE LAND SURVEY PLAT PREPARED BY R.W. BAYER AND ASSOCIATES, INC., FILED WITH ADAMS COUNTY ON JANUARY 4, 2000 IN BOOK 1 AT PAGE 1518, MAP NUMBER 100-018 OF THE LAND SURVEY PLAT RECORDS.

PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

Infinity Solutions Inc.
Construction Survey & GIS Services
(303)229-6885
110465 Melody Drive, Suite 215
Northglenn, CO 80234

Sheet 1 of 2

9/15

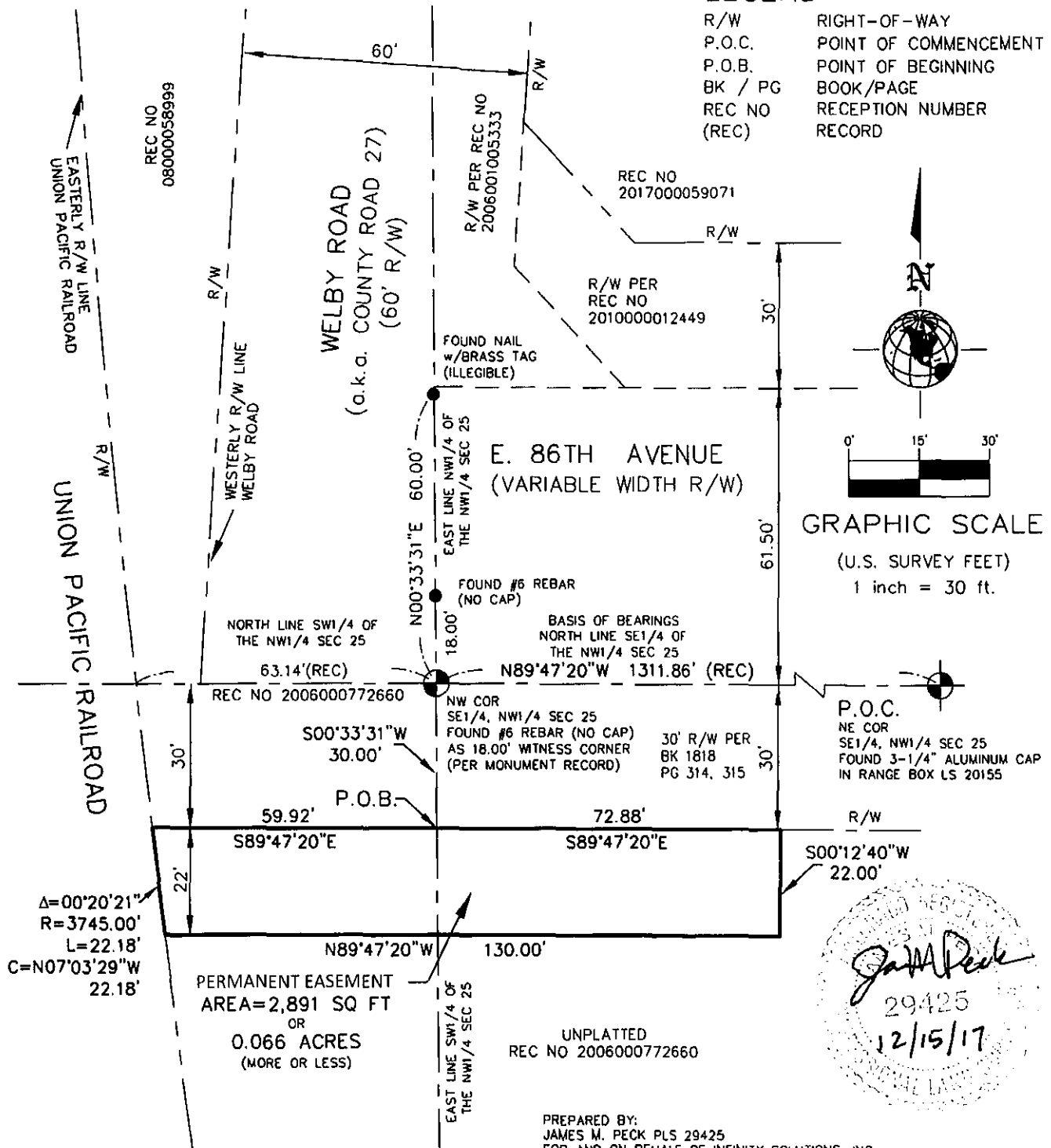
THIS IS NOT A SURVEY

SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST,
ADAMS COUNTY, COLORADO

EXHIBIT A

LEGEND

R/W RIGHT-OF-WAY
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
BK / PG BOOK/PAGE
REC NO RECEPTION NUMBER
(REC) RECORD



PREPARED FOR: REGIONAL RAIL PARTNERS

PERMANENT EASEMENT

DRAWN BY: JP	SCALE: 1"=30'	S-T-R: N1/2 25-2S-68W
CHECKED BY: KE	DATE: 12-07-17	JOB NUMBER: SR190B

Infinity Solutions Inc.

Construction Survey & GIS Services

(303)229-6885

110465 Melody Drive, Suite 215

Northglenn, CO 80234



Sheet 2 of 2

965

EXHIBIT H

Cost Breakdown
8 Pages To Follow

Spreadsheet
Cost Breakdown
Hoffman Drainageway
1 Page

Emails from RRP

5 Pages

Sanitary Sewer System
Actual Costs
Spreadsheet

2 Pages

725

Exhibit H
Cost Breakdown
Hoffman Drainageway

2018-10-01

		Units	Qty	Unit Price	Percent Unit Price	Subtotal	See Notes Below
Adams County Property Rights Acquisition Costs Credit to EnCon							
	Exhibit E - License Area to County (6 Months @ 5% / Year)	SF	80,054	\$2.50	2.5%	\$5,003.38	1.
	Exhibit F - Property in Fee to County (Northeast)	SF	937	\$2.50	100%	\$2,342.50	1.
	Exhibit G - Permanent Easement to County (West)	SF	1,846	\$2.50	90%	\$4,153.50	1.
	Exhibit G - Permanent Easement to County (Northwest)	SF	567	\$2.50	90%	\$1,275.75	1.
	Exhibit G - Permanent Easement to County (Northwest)	SF	765	\$2.50	90%	\$1,721.25	1.
	Exhibit G - Permanent Easement to County (Southwest)	SF	2,891	\$2.50	90%	\$6,504.75	1.
					County's Total:	\$21,001.13	
Adams County Costs Credit to EnCon							
	Welby Access Culvert - Eliminate Boulders, Grouted, 36 Inch	SY	3.00	\$350.00	100%	\$1,050.00	2.
	Welby Access Culvert - Eliminate Riprap with Bedding, Type M	CY	211.00	\$96.00	100%	\$20,256.00	2.
	Welby Access Culvert - Eliminate West Wingwalls and associated Toewalls	CY	8.14	\$900.00	100%	\$7,326.00	2.
	Welby Access Culvert - Eliminate West Headwall and associated Toewall	CY	7.60	\$980.00	100%	\$7,448.00	2.
	Welby Access Culvert - Eliminate Erosion Control Blanket, Coconut	SY	100.44	\$3.79	100%	\$380.67	2.
	Eliminate Main Office Building Lift Station with Electric	LS	1.00	\$57,000.00	100%	\$57,000.00	3.
	Eliminate North and South Production Building Lift Station with Electric	LS	1.00	\$80,000.00	100%	\$80,000.00	3.
					County's Total:	\$173,460.67	
EnCon Requested Betterments Credit to Adams County							
	EnCon's West Headwall Betterment - Pothole Existing Utilities	EA	9.00	\$400.00	100%	\$3,600.00	2.
	EnCon's West Headwall Betterment - Structure Excavation	CY	297.00	\$20.00	100%	\$5,940.00	2.
	EnCon's West Headwall Betterment - Structural Backfill Class 1	CY	98.00	\$33.00	100%	\$3,234.00	2.
	EnCon's West Headwall Betterment - Structural Backfill Class 2	CY	129.00	\$13.00	100%	\$1,677.00	2.
	EnCon's West Headwall Betterment - Structural Backfill Under Box	CY	22.00	\$51.00	100%	\$1,122.00	2.
	EnCon's West Headwall Betterment - Concrete CL D (Wall)	CY	70.00	\$750.00	100%	\$52,500.00	2.
	EnCon's West Headwall Betterment - Reinforcing Steel	LB	2,812.00	\$1.65	100%	\$4,639.80	2.
	EnCon's West Headwall Betterment - Quality Control	LS	1.00	\$1,500.00	100%	\$1,500.00	2.
	EnCon's West Headwall Betterment - Survey	LS	1.00	\$1,500.00	100%	\$1,500.00	2.
	EnCon's West Headwall Betterment - 15% Markup of West Headwall Betterment	LS	1.00	\$11,356.92	100%	\$11,356.92	2.
	EnCon's Access Culvert Extension Betterment - Concrete Box Culvert (3 Cells of 9' x 5' Concrete Box Culvert)	LF	19.00	\$3,550.00	100%	\$67,450.00	4.
	EnCon's Cost to Eliminate East Lift Station (Actual Cost Deep System with East Crossing minus Shallow System - Correlated)	LS	1.00	\$85,001.23	100%	\$85,001.23	5.
	EnCon's Cost to Eliminate West Lift Station (Actual Cost of EnCon Site Sanitary)	LS	1.00	\$92,022.40	100%	\$92,022.40	5.
	EnCon's Portion of Mobilization to Eliminate Both Lift Stations (25% of \$50,000 Mobilization)	LS	1.00	\$12,500.00	100%	\$12,500.00	1.
					EnCon's Total:	\$344,043.35	
Notes:							
1.	Unit Price accepted by Jim Sorenson.						
2.	Spreadsheet of Contractor provided quantities and costs, dated 9/26/2018 (Exhibit H)						
3.	See Email from Matt Barnes, dated April 03, 2018, 10:09 am (Exhibit H)						
4.	See Email from Matt Barnes, dated May 31, 2018, 10:14 am (Exhibit H)						
5.	See Actual Costs Provided by American West Construction, LLC, dated September 26, 2018 (Exhibit H)						
					County's Total:	\$194,461.79	
					EnCon's Total:	\$344,043.35	
					Amount County will collect from EnCon:	\$149,581.56	

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Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 2

Project: Hoffman Drainage- Encon Welby Headwall
Owner: Urban Drainage/Adams County
Contractor: Regional Rail Partners

Date
 9/26/2018

Added Scope

Description	Quantity	Unit	Unit Price	Total
Pothole Existing Utilities	9	EA	\$ 400.00	\$ 3,600.00
Structure Excavation	297	CY	\$ 20.00	\$ 5,940.00
Structure Backfill Class 1	98	CY	\$ 33.00	\$ 3,234.00
Structure Backfill Class 2	129	CY	\$ 13.00	\$ 1,677.00
Structure Backfill Under Box	22	CY	\$ 51.00	\$ 1,122.00
Concrete CL D (Wall)	70	CY	\$ 750.00	\$ 52,500.00
Reinforcing Steel	2812	CY	\$ 1.65	\$ 4,639.80
Quality Control	1	LS	\$ 1,500.00	\$ 1,500.00
Survey	1	LS	\$ 1,500.00	\$ 1,500.00
				\$ -

Subtotal \$ 75,712.80
 Markup 15% \$ 11,356.92
 Total- Added Scope \$ 87,069.72

Credits for qty reduction in base scope

Description	Quantity	Unit	Unit Price	Total
BI 27- Boulders, Grouted, 36 Inch	3.00	SY	\$ 350.00	\$ 1,050.00
BI 28- Riprap with Bedding, Typ M	211.00	CY	\$ 96.00	\$ 20,256.00
BI 47- Place Conc WW Ftgs	8.14	CY	\$ 900.00	\$ 7,326.00
BI 49- Place Conc WW	7.60	CY	\$ 980.00	\$ 7,448.00
BI 66- Erosion Control Blanket, Coconut	100.44	SY	\$ 3.79	\$ 380.67
				\$ -

Total- Deductive Credits \$ 36,460.67
 Final Price for Welby Headwall \$ 50,609.05

Exclusions:

Design, quality assurance, permits not already acquired
 Utility Relocations

Clarifications:

Pricing assumes work to be concurrent with Hoffman Drainageway project.
 Excludes additional curb and gutter, drainage, CL 6 base and HMA above base contract
 Cost of Handrail included in price above
 Erosion control to be paid under current bid item pricing.
 Includes dewatering
 Pricing per Encon Drawings date 4/12/18.

955

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 3

Russell Nelson

From: Russell Nelson
Sent: Thursday, July 05, 2018 10:08 AM
To: Russell Nelson
Subject: FW: Emailing: Encon Utility and BC cost comparison_20180403
Attachments: Encon Utility and BC cost comparison_20180403.xlsx

To File: Credit amounts to facilitate the lowering of the sewer main in E 86th Avenue and the installation of Welby's private sewer services in lieu of the Project installing 2 lift stations.

Information contained in attached spread sheet pasted below for printing purposes:

1	Cost for Main Office Building Lift Station w/ Electric	\$57,000.00
Includes cost of lift station at \$52,000 and \$5,000 est. for electrical		
2	Cost for North and South Prod Bldg Lift Station w/ Electric	\$80,000.00
Includes cost of lift station at \$70,000 and \$10,000 est. for electrical		
3	Eliminate West Headwall at Welby	\$14,817.00
Qty for west w/w ftg and wall by bid unit price for item 47 and 49 in SOV for Phase 1 and 2		
4	Relocate Encon waterline service from fire line	\$70,000.00
Add 110' of 4" waterline for routing from Encon fireline to existing water service at sta 36+40		
5	Relocate Encon waterline from COT main in 86th Ave	\$58,242.00
85 lf of waterline loop added at sta 36+40		
6	Option 1- gravity sewer with manholes	\$351,725.00
1279 lf of 8" sewer with 5 manholes		
7	Option 2- gravity sewer with cleanouts	\$332,540.00
1279 lf of 8" sewer with 1 manhole and 13 cleanouts		

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 3

Thank you,
Russell T. Nelson, PE
Stormwater Engineer, Public Works
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, Suite W2000B Brighton, CO 80601
O: 720.523.6966 | RNelson@adcogov.org
www.adcogov.org

-----Original Message-----

From: Matt Barnes [<mailto:mbarnes@rrpjv.com>]
Sent: Tuesday, April 03, 2018 10:09 AM
To: Russell Nelson; David Skuodas
Cc: Clay Howard
Subject: Emailing: Encon Utility and BC cost comparison_20180403

Russ,

Attached are the requested cost estimates for the Encon Utility Cost Comparison and the Welby BC headwall credit, let me know if there are questions.

Regards

Matt Barnes
1765 W. 121st Ave. Suite 400
Westminster, CO 80234
Cell 720-775-7030

mbarnes@rrpjv.com

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Your message is ready to be sent with the following file or link attachments:

Encon Utility and BC cost comparison_20180403

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 4

Russell Nelson

From: Matt Barnes [mbarnes@rrpjv.com]
Sent: Thursday, May 31, 2018 10:14 AM
To: Russell Nelson; Clay Howard
Subject: RE: Hoffman Drainageway - Cost of Concrete

Russ,

Answers to 2 and 3 are below.

2. Phase 1 Bid Schedule Item 47- Place Concrete W/W Footings.
\$6,840.00

Bid Item Price of \$900/cy x quantity of 7.6 CY =

Phase 1 Bid Schedule Item 49- Place Concrete W/W.
= \$7,016.80

Bid Item Price of \$980/cy x quantity of 7.16 cy

headwall = \$13,856.80

Total deduct for Welby west

3. Phase 1 Bid Schedule Item 32- Concrete Box Culvert, Precast, Welby. Bid Item Price of \$3550.00 x quantity of 19 LF = \$67,450.00.

Total add for additional Welby Box Culvert

length = \$67,450.00

Please let me know if there any questions after review.

Regards

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 4

Matt Barnes
RRP- Regional Rail Partners
Cell 720-775-7030
mbarnes@rrpjv.com

From: Russell Nelson [<mailto:RNelson@adcogov.org>]
Sent: Tuesday, May 29, 2018 7:32 PM
To: Matt Barnes <mbarnes@rrpjv.com>; Clay Howard <choward@rrpjv.com>
Subject: Hoffman Drainageway - Cost of Concrete

Matt and Clay,

Please provide:

1. The cost to deduct the closure pour from the end of the precast sections through the west cast in place (CIP) headwall on EnCon's access culvert. I calculated 62.81 CY of CIP concrete being deducted from the project for the closure pour ($19.00 \times 29.75 \times 3 / 27 = 62.81$ CY for all 3 cells.).
2. The cost to deduct the west cast in place (CIP) headwalls, wingwalls, toewalls, and footers for EnCon's access culvert. I calculated 11.30 CY of concrete being deducted from the project for the CIP: headwalls, wingwalls, toewalls, and footers for EnCon's access culvert.
3. Confirmation that the cost per foot of precast concrete box culvert for 19 feet of EnCon's access culvert is \$1,107.00 per linear foot per cell. Or \$3,321 per linear foot x 19 feet = \$63,099.00.

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 4

4. The cost per cubic yard of the closure pour from the west end of the precast concrete boxes through the new cast in place headwall of EnCon's access culvert. I calculated the closure pour to be an average of 3.75 feet long, and the area of each concrete box culvert is 29.75 SF. ($3.75 \times 29.75 \times 3 / 27 = 12.38$ CY for all 3 cells.)
5. The cost per cubic yard of the new CIP: wingwalls, headwalls, toewalls and footers for EnCon's access culvert. I calculated the additional quantity of the new CIP: wingwalls, headwalls, toewalls and footers for EnCon's access culvert to be 70.55 CY.

Lump sum prices are OK, but I recall you saying you already had CY prices from Lobato that we can use to verify in case anyone has questions.



Thank you,

Russell T. Nelson, PE

Stormwater Engineer, *Public Works*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, Suite W2000B

Brighton, CO 80601

o: 720.523.6966 | RNelson@adcogov.org

www.adcogov.org

gfs

Supporting information for Exhibit H Cost Breakdown Hoffman Drainageway - Notes 5

ACTUAL COSTS

September 26, 2018

Provided by

American West Construction, LLC

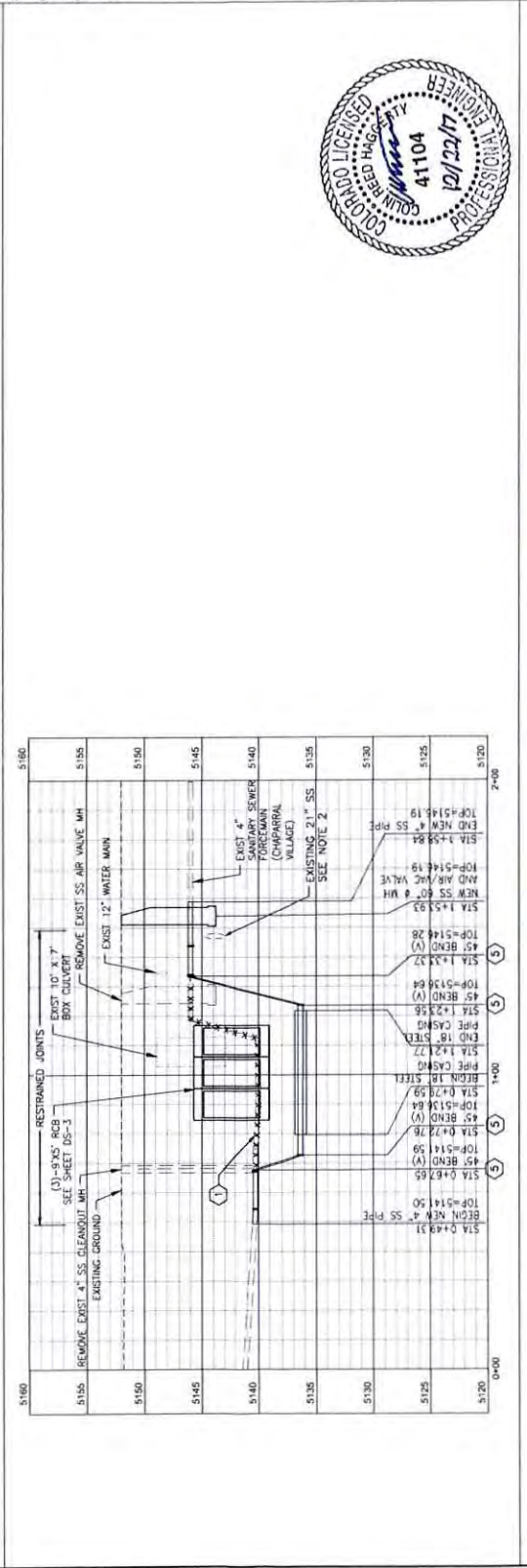
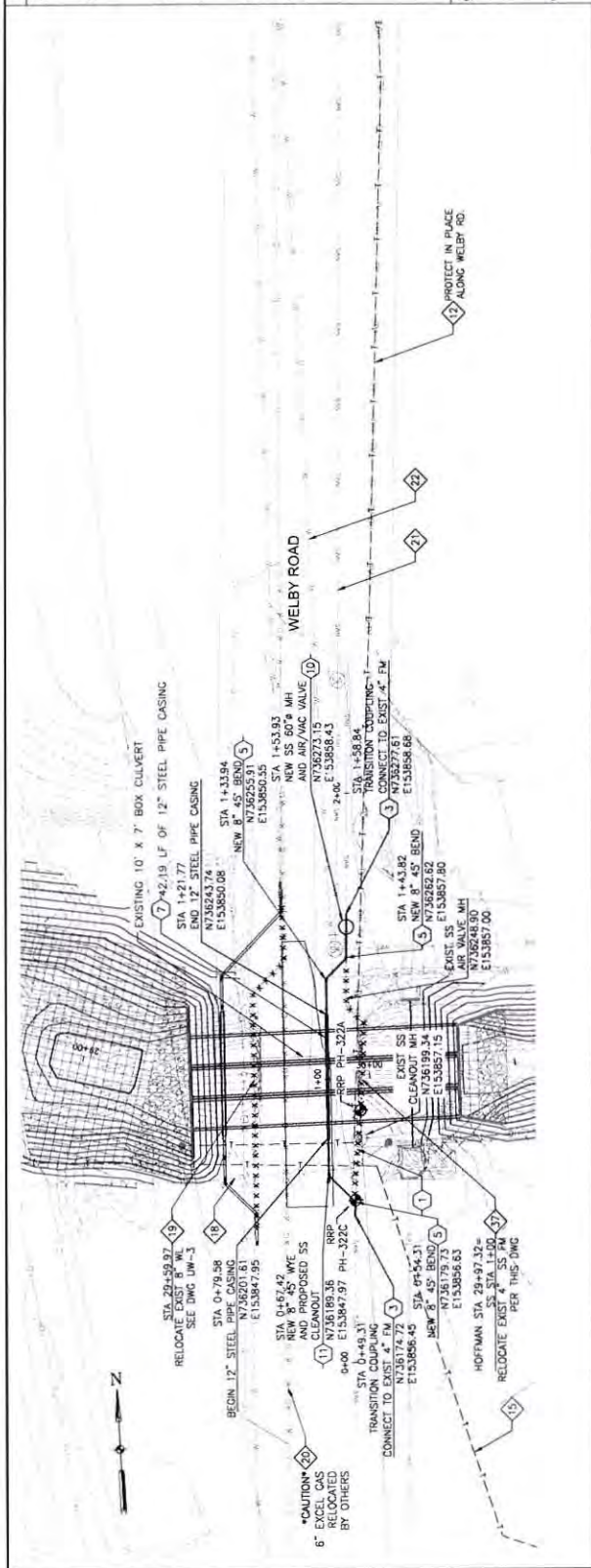
86th Ave Sanitary - Option 1 (Shallow System - Correlated to Final Pricing)						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
1010	POTHOLING	1	LS	\$2,500.00	\$2,500.00	
1020	REMOVE ASPHALT	497	SY	\$6.75	\$3,354.75	
1030	18" PVC SDR 35 SANITARY MAIN'	428	LF	\$100.00	\$42,800.00	
1040	5' ID MH PRECAST BASE	2	EA	\$9,500.00	\$19,000.00	
1050	5' ID MH C.I.P. BASE	2	EA	\$9,500.00	\$19,000.00	
1060	36" MH INVERT	1	EA	\$1,100.00	\$1,100.00	
1070	MH INTERIOR COATINGS	4	EA	\$6,000.00	\$24,000.00	
1060	CONNECT TO EXISTING STUB	2	EA	\$650.00	\$1,300.00	
1100	AIR, JET TV SEWER SYSTEM	428	LF	\$3.80	\$1,626.40	
1110	PRESSURE TEST MANHOLE	4	EA	\$57.00	\$228.00	
1120	FLASH FILL EXISTING VCP & MHs	428	LF	\$16.25	\$6,955.00	
1130	PIPE TRENCH STABILIZATION	428	LF	\$25.25	\$10,807.00	
6060	DEWATER THRU TRENCH BEDDING (OPT 1)	747	LF	\$20.00	\$14,940.00	
6100	DEWATERING WELLS (OPT 2)	14	EA	\$6,200.00	\$86,800.00	
6110	DEWATERING FILTRATION (OPT 2)	1	LS	\$7,150.00	\$7,150.00	
1150	SANITARY BYPASS PUMPING (T&M ALLOWANCE)	1	LS	\$30,000.00	\$30,000.00	
1160	SPOIL DISPOSAL	520	CY	\$12.50	\$6,500.00	
1170	REPLACE ASPHALT - 6"	497	SY	\$57.25	\$28,453.25	
1180	CONCRETE WASHOUT STRUCTURE	1	EA	\$1,400.00	\$1,400.00	
1190	TRAFFIC CONTROL (T&M ALLOWANCE)	1	LS	\$37,000.00	\$37,000.00	
1200	SILT FENCE	600	LF	\$1.40	\$840.00	
1210	SEED & MULCH	1	AC	\$1,100.00	\$1,100.00	
1220	VEHICLE TRACKING PAD	1	EA	\$2,900.00	\$2,900.00	
1230	DEWATERING PERMIT	1	LS	\$760.00	\$760.00	
1240	SURVEY LAY-OUT	1	LS	\$4,400.00	\$4,400.00	
86th Ave Sanitary - Option 1 (Shallow System Correlated to Final Pricing)				TOTAL	\$354,914.40	
				Eliminate Dewatering (Option 2)	\$93,950.00	
				TOTAL FOR COMPARISON with ACTUAL COST	\$260,964.40	
EnCon Site Sanitary						
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	ACTUAL
3010	8" PVC SDR 35	958	LF	\$49.00	\$46,942.00	\$46,942.00
3020	8" CLEANOUT	11	EA	\$990.00	\$10,890.00	\$10,890.00
3030	STEEL CASING PIPE	46	LF	\$280.00	\$12,880.00	\$12,880.00
3040	CONNECT TO EXISTING STUB	1	EA	\$650.00	\$650.00	\$650.00
3050	CONNECT TO EXISTING LINE	1	EA	\$650.00	\$650.00	\$650.00
3060	AIR, JET TV SEWER SYSTEM	958	LF	\$2.55	\$2,442.90	\$2,442.90
3070	SPOIL DISPOSAL	269	CY	\$12.50	\$3,362.50	\$3,362.50
3080	REM CONC SLABS	780	SY	\$9.75	\$7,605.00	\$7,605.00
3090	R&R FENCE	60	LF	\$110.00	\$6,600.00	\$6,600.00
EnCon Site Sanitary				TOTAL	\$92,022.40	\$92,022.40

925

EXHIBIT I

Chaparral Village Plans
1 Page To Follow

gls



- GENERAL NOTES**
- REFERENCE GENERAL NOTES AND PROJECT SPECIFIC NOTES ON DWG C-2.
 - LOCATION OF UTILITIES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 - RESTORE EXISTING GROUND SURFACE DISTURBED BY CONSTRUCTION.
 - IMPACTS TO WETLANDS PERMITTED UNDER USACE PERMIT NO. N0W-2016-01763-DEN.
 - APPROVED PIPE MATERIAL:
 - 84-17 PVC
 - BEND (V) = VERTICAL BEND (UP OR DOWN); BEND (H) = HORIZONTAL BEND AND THROST BLOCK PER DWG UD-2.
 - DETERMINE TYPE/SIZE AND LOCATION/ELEVATION AND DIMENSIONS OF EXISTING CASING AND CARRIER PIPE. POINT OF BEGINNING FOR RELOCATION SHALL BE INDICATED PRIOR TO STARTING PIPELINE CONSTRUCTION.
- KEYED NOTES**
- REMOVE AND/OR FLOW FULL (OR FLASH FILL) EXISTING FORCE MAIN LINE. LIMITS AND METHOD OF ABANDONMENT AND/OR REMOVAL SHALL BE RECORDED BY CONTRACTOR ON "AS-BUILT" RECORD DRAWINGS.
 - CONNECT NEW FORCE MAIN TO EXISTING 4" FORCE MAIN USING A TRANSITION COUPLING.
 - 45° BEND (SEE GENERAL NOTE 6).
 - CONSTRUCT STEEL CASING PER DWG UD-1.
 - CONSTRUCT NEW SS ARV MH PER DWG UD-4.
 - CONSTRUCT NEW 4" SS CLEANSOUT MH PER DWG UD-4.

EXISTING FOREMAN POTHOLE TABLE

RHP	TOP OF PIPE ELEVATION
322A	5140.22
322C	5140.46

H 69.62
 1:20
 HORIZONTAL SCALE IN FEET
 1" = 20'
 1" = 20'
 VERTICAL SCALE IN FEET
 1" = 5'



DESIGNED: JDP
 DATE: 12/13/16
 DRAWN: JDP
 DATE: 12/22/16
 CHECKED: JDP
 DATE: 12/22/16
 REVISED: LOSE
 DATE: 12/19/17
 REVISED: _____
 DATE: _____

811
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 2000 South Colorado Boulevard Suite 5300
 Denver, CO 80202
 www.stantec.com

ADAMS COUNTY
 COLORADO

URBAN DRAINAGE AND FLOOD CONTROL DISTRICT
 LOGED PROJECT NO. 106266

LOWER HOFFMAN DRAINAGEWAY IMPROVEMENTS PROJECT

WELBY ROAD SANITARY SEWER FORCEMAIN RELOCATION PLAN AND PROFILE

DATE: 11/10/17
 DRAWING NO.: US-4



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution approving agreement between Adams County and Northwest Water Corporation for easements for the Engineer's Lake Trailhead Reconstruction Project
FROM: Shannon McDowell, Open Space Program Manager
AGENCY/DEPARTMENT: Parks
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 agreement for acquisition of easements needed for reconstruction of the trailhead parking area.

BACKGROUND:

Adams County is in the process of acquiring permanent and temporary construction easements for the reconstruction of the Engineer's Lake Trailhead parking area that includes reconstructing the parking area, improving drainage, providing stormwater treatment, adjusting access points, and replacing fencing along the south boundary. Attached is a copy of the agreement between Adams County and Northwest Water Corporation, for acquisition of permanent and temporary easements. The attached resolution allows the County to acquire easements on the needed property for the use of the public and provide the necessary documents to acquire the easements.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Parks and Open Space, Office of the County Attorney and Adams County Board of County Commissioners.

ATTACHED DOCUMENTS:

Draft resolution and agreement.

FISCAL IMPACT:

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

Fund: 27**Cost Center: 6107**

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7685		\$15,400
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$15,400

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AGREEMENT BETWEEN ADAMS COUNTY AND
NORTHWEST WATER CORPORATION FOR EASEMENTS NECESSARY FOR THE
ENGINEER'S LAKE TRAILHEAD PROJECT

WHEREAS, Adams County is in the process of acquiring easements for the Engineer's Lake Trailhead Project; and,

WHEREAS, the project includes installation and construction of drainage improvements and fence improvements for the benefit of the trialhead; and,

WHEREAS, the easement acquisitions are located in the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, and owned by Northwest Water Corporation; and,

WHEREAS, Adams County requires easements for the construction and maintenance of drainage facilities; and,

WHEREAS, Northwest Water Corporation is willing to grant the easements to Adams County under 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 Agreement between Adams County and Northwest Water Corporation, 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 Agreement on behalf of Adams County.

AGREEMENT

This Agreement is made and entered into by and between **Northwest Water Corporation**, a Colorado corporation, whose legal address is 7535 East Hampden Avenue, Suite 108, Denver, Colorado 80231 ("Owner"), and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of property interests on property located at the intersection of Highway No. 224 and the South Platte River in Adams County, Colorado, hereinafter (the "Property") for the Engineer's Lake Trailhead Reconstruction Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit 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 **FIFTEEN THOUSAND FOUR HUNDRED AND NO/100'S DOLLARS (\$15,400.00)** 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 \$8,400.00 for the dedication of permanent drainage easement and \$7,000.00 for the temporary construction 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 promises 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 delivery 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. 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 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.

5. The County will remove approximately 595 lineal feet of existing fencing and a double swing gate located along the property line coincident to the trailhead parking lot. The County will reset or reconstruct the with an 8-foot deer fence (513 lineal feet), an 8-foot chain link fence (42 feet) and a new 24-foot wide 8-foot tall double swing gate. Reimbursement costs

of the removed fence were not made a part of this Agreement and will be part of the overall construction costs.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and requires 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. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Northwest Water Corporation,
a Colorado corporation

By: Marc Hayutin

Print Name: MARC HAYUTIN

Title: PRESIDENT

Date: MARCH 12, 2019

Approved:

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

Chair

Date

Approved as to Form:

County Attorney

EXHIBIT “A”

(see attachments)

PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That NORTHWEST WATER CORPORATION, a Colorado corporation, whose legal address is 7535 East Hampden Avenue, Suite 108, Denver, Colorado 80231, hereinafter called "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, and convey to the COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter "County", its successors and assigns, a permanent storm water drainage easement for the purpose of maintenance of all drainage facilities including inlets, pipes, culverts, channels, ditches, hydraulic structures, detention basins, catch grates, maintenance roads, etc., said easement to be used solely in the event Grantor fails to maintain such drainage facilities, together with lateral and subjacent support thereto as may from time to time be required on, over, across, and through the following described land to wit:

Legal description as set forth in Exhibit "A" attached hereto and incorporated by this reference.

Together with the right to ingress and egress over and across the land of Grantor by means of roads and lanes thereon if such there be; otherwise by such route as shall cause the least practical damage and inconvenience to the Grantor.

In further consideration hereof, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon said easement that will cause any obstructions to prevent the proper maintenance and use of said drainage facility.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damages caused on said easement arising out of the reconstruction, maintenance and repair of said drainage facilities and appurtenances in the exercise of the rights hereby provided shall be restored reasonably similar to its original condition following completion of the work performed.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 12th day of MARCH, 2019.

NORTHWEST WATER CORPORATION,
a Colorado corporation

By: Marc Hayutin
Print Name: MARC HAYUTIN
Print Title: PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by MARC HAYUTIN, as PRESIDENT of Northwest Water Corporation, a Colorado corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.

My commission expires: _____

Notary Public

**SEE ATTACHED
NOTARIZED CERTIFICATE**
Date: 03/12/2019
Initial: MC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Los Angeles, ss

On Mar 12 / 2019, before me, JC JOOCHANG LEE, Notary Public,

personally appeared, Marc Hayutin
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)



OPTIONAL INFORMATION

- Title or description of the attached document: permanent Drainage Easement
- Number of Pages: _____
- Document Date: _____



Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65320021
File: ..\Property Descriptions\Perm.docx
Date: October 12, 2018

PROPERTY DESCRIPTION

Permanent Drainage

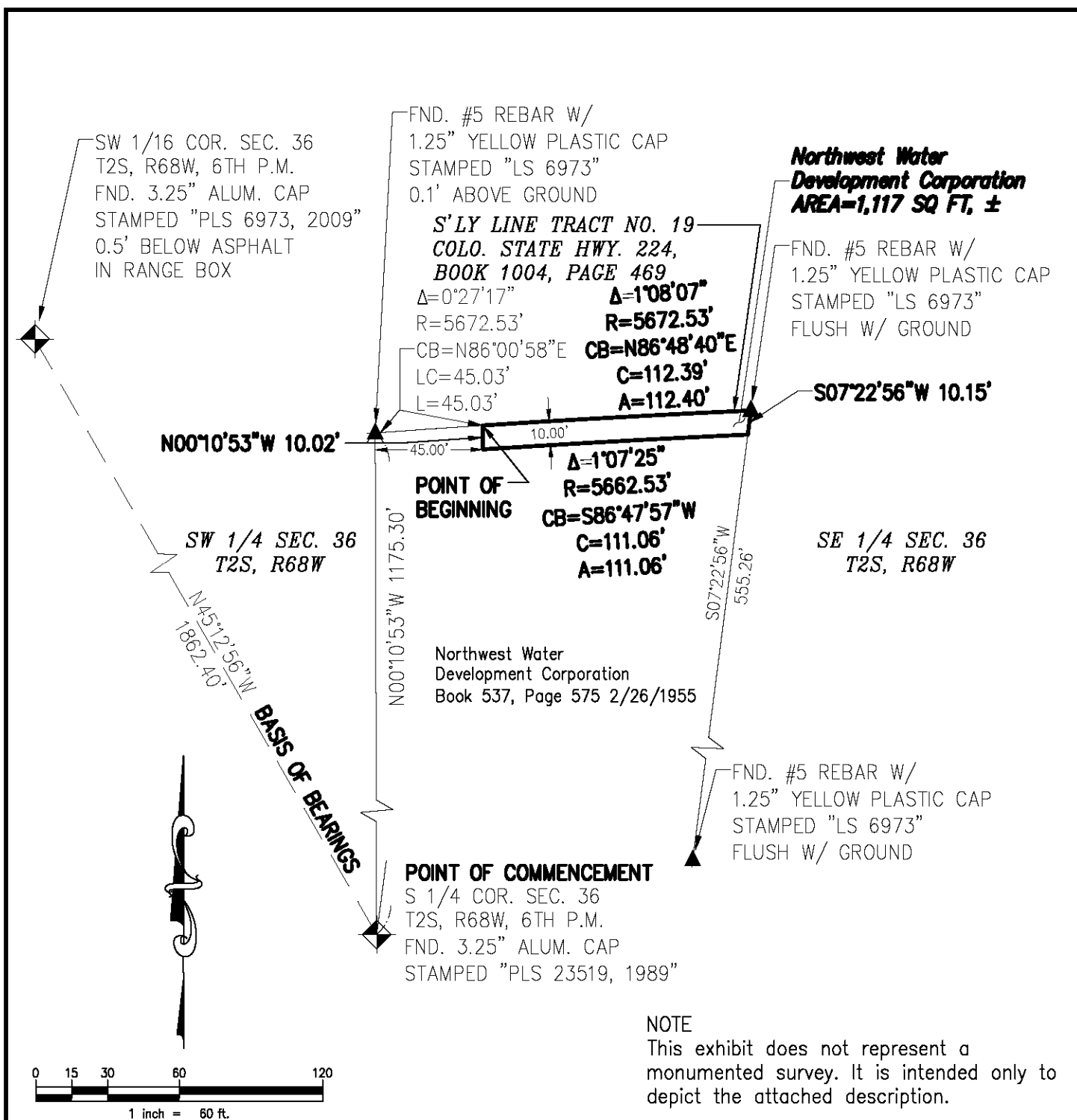
A portion of a parcel of land described in Book 537 at Page 575 recorded on February 26, 1955 in the Adams County, Colorado Clerk and Recorder's Office, being in a portion of the Southeast Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:


COMMENCING at the South Quarter corner of said Section 36, whence the Southwest 1/16 corner of said Section 36 bears N45°12'56"W a distance of 1862.40 feet;
THENCE N00°10'53"W along the westerly line of said parcel of land described in Book 537 at Page 575, non-tangent with the following described curve a distance of 1175.30 feet;
THENCE along the southerly line of Tract No. 19 of Colorado Department of Highways' Project No. U 037-1(1) as described in Book 1004 at Page 469 in the Adams County, Colorado Clerk and Recorder's Office, along the arc of a curve to the right having a central angle of 00°27'17", a radius of 5672.53 feet, a chord bearing N86°00'58"E a distance of 45.03 feet, and an arc distance of 45.03 feet to the **POINT OF BEGINNING**;

THENCE continuing along said southerly line of Tract No. 19, continuing along said arc of a curve to the right, having a central angle of 01°08'07", a radius of 5672.53 feet, a chord bearing N86°48'40"E a distance of 112.39 feet, and an arc distance of 112.40 feet;
THENCE S07°22'56"W non-tangent with the previous and following described curves, along the easterly line of said parcel of land described in Book 537 at Page 575 a distance of 10.15 feet;
THENCE along the arc of a curve to the left, being 10.00 feet southerly of and parallel with said southerly line of Tract No. 19 having a central angle of 01°07'25", a radius of 5662.53 feet, a chord bearing S86°47'57"W a distance of 111.06 feet, and an arc distance of 111.06 feet;
THENCE N00°10'53"W non-tangent with the previous described curve, being 45.00 feet easterly of and parallel with said westerly line that parcel of land described in Book 537 at Page 575 a distance of 10.02 feet to the **POINT OF BEGINNING**.

Containing 1,117 square feet, more or less.





MERRICK PROJECT NO.		65320021
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
DRAWN	JSF	DATE 10/12/2018 SCALE 1"=60'
 MERRICK®		
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111		

Northwest Water Development Corporation SEC. 36, T. 2 S., R. 68 W., 6TH P.M. ADAMS COUNTY, COLORADO		
TITLE: PERMANENT DRAINAGE		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT
AND RIGHT-OF-ENTRY**

THIS AGREEMENT, made and entered into this 12th day of MARCH, 2019, by and between Northwest Water Corporation, a Colorado corporation, whose legal address is 7535 East Hampden Avenue, Suite 108, Denver, Colorado 80231, hereinafter and collectively referred to as the Owner, and the County of Adams, State of Colorado, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 hereinafter and collectively referred to as the County:

WITNESS, that for and in consideration of the sum of **SEVEN THOUSAND AND NO/100'S DOLLARS (\$7,000.00)** and other good and valuable considerations, the receipt and sufficiency of which is hereby confessed and acknowledged, the Owner does hereby grant unto the County, its contractors and assigns, a temporary construction easement and right-of-entry over the following property, to wit:

Legal descriptions as set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference.

As set forth in **Exhibit "A"** attached hereto and incorporated herein by this reference.

Assessor's schedule or parcel numbers: part of 01719-36-3-00-067 and 01719-364-00-004

Said easement and right-of-entry is for the purpose of construction of a drainage swale, chain link and wildlife fences, access gate, and aggregate base driveway as a part of the Engineer's Lake Trailhead Reconstruction Project along the Owner's property line. All work shall be done at the expense of County.

In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care. Following completion of the work performed the surface of the property disturbed during construction shall be restored reasonably similar to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the street improvements being installed.

This easement will start 30 days after County gives written notice to Owner and shall terminate six (6) months thereafter. The Owner also grants to the County the option to extend this Temporary Construction Easement and Right-of Entry on a month to month basis not to exceed one (1) year from the date of expiration hereof, and the County may exercise such option for the additional sum of Five Hundred Eighty-Three and No/100s Dollars (\$583.00) per month. The County shall provide notice in writing to the Owner prior to expiration of each extension period. At the end of the term and any extension thereto, all rights granted under this Temporary Construction Easement and Right-of Entry are released and the Property shall be considered free and clear of this Temporary Construction Easement and Right-of Entry.

Northwest Water Corporation,
a Colorado corporation

By: Marc Hayutin

Print Name: MARC HAYUTIN

Title: PRESIDENT

STATE OF CALIFORNIA)
) §
COUNTY OF Los Angeles)

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by MARC HAYUTIN as PRESIDENT of Northwest Water Corporation, a Colorado corporation.

Witness my hand and official seal.

My commission expires: _____

**SEE ATTACHED
NOTARIZED CERTIFICATE**
Date: 03/12/2019
Initial: SCJ

Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Los Angeles, ss

On Mar 12 / 2019, before me, JC JOOCHANG LEE, Notary Public,

personally appeared, Marc Hayutin
who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

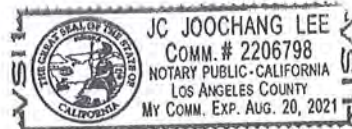
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)



OPTIONAL INFORMATION

- Title or description of the attached document: Temporary Construction Easement
- Number of Pages: _____
- Document Date: _____



MERRICK®

Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com

Job No.: 65320021

File: ..\Property Descriptions\Temp.docx

Date: October 12, 2018

PROPERTY DESCRIPTION

Temporary Drainage

A portion of parcels of land described in Book 537 at Page 575 recorded on February 26, 1955, and Book 1012 at Page 285 recorded on September 10, 1962, both in the Adams County, Colorado Clerk and Recorder's Office, being in a portion of the Southeast Quarter and a portion of the Southwest Quarter of Section 36, Township 2 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at the South Quarter corner of said Section 36, whence the Southwest 1/16 corner of said Section 36 bears N45°12'56"W a distance of 1862.40 feet;
THENCE N00°10'53"W along the westerly line of said parcel of land described in Book 537 at Page 575, non-tangent with the following described curve a distance of 1175.30 feet to the **POINT OF BEGINNING**;

THENCE along the southerly line of Tract No. 19 of Colorado Department of Highways' Project No. U 037-1(1) as described in Book 1004 at Page 469 in the Adams County, Colorado Clerk and Recorder's Office, along the arc of a curve to the right, having a central angle of 01°35'27", a radius of 5672.53 feet, a chord bearing N86°35'01"E a distance of 157.49 feet, and an arc distance of 157.49 feet;

THENCE S07°22'56"W non-tangent with the previous and following described curves, along the easterly line of said parcel of land described in Book 537 at Page 575 a distance of 15.23 feet;

THENCE along the arc of a curve to the left, being 15.00 feet southerly of and parallel with said southerly line of Tract No. 19 having a central angle of 01°34'29", a radius of 5657.53 feet, a chord bearing S86°33'53"W a distance of 155.48 feet, and an arc distance of 155.49 feet to a point on the westerly line of said parcel of land described in Book 537 at Page 575;

THENCE continuing along said arc of a curve to the left, along a line being 15.00 feet southerly of and parallel with the northerly line of said parcel of land described in Book 1012 at Page 285 having a central angle of 04°04'26", a radius of 5657.53 feet, a chord bearing S83°44'25"W a distance of 402.19 feet, and an arc distance of 402.27 feet;






MERRICK®

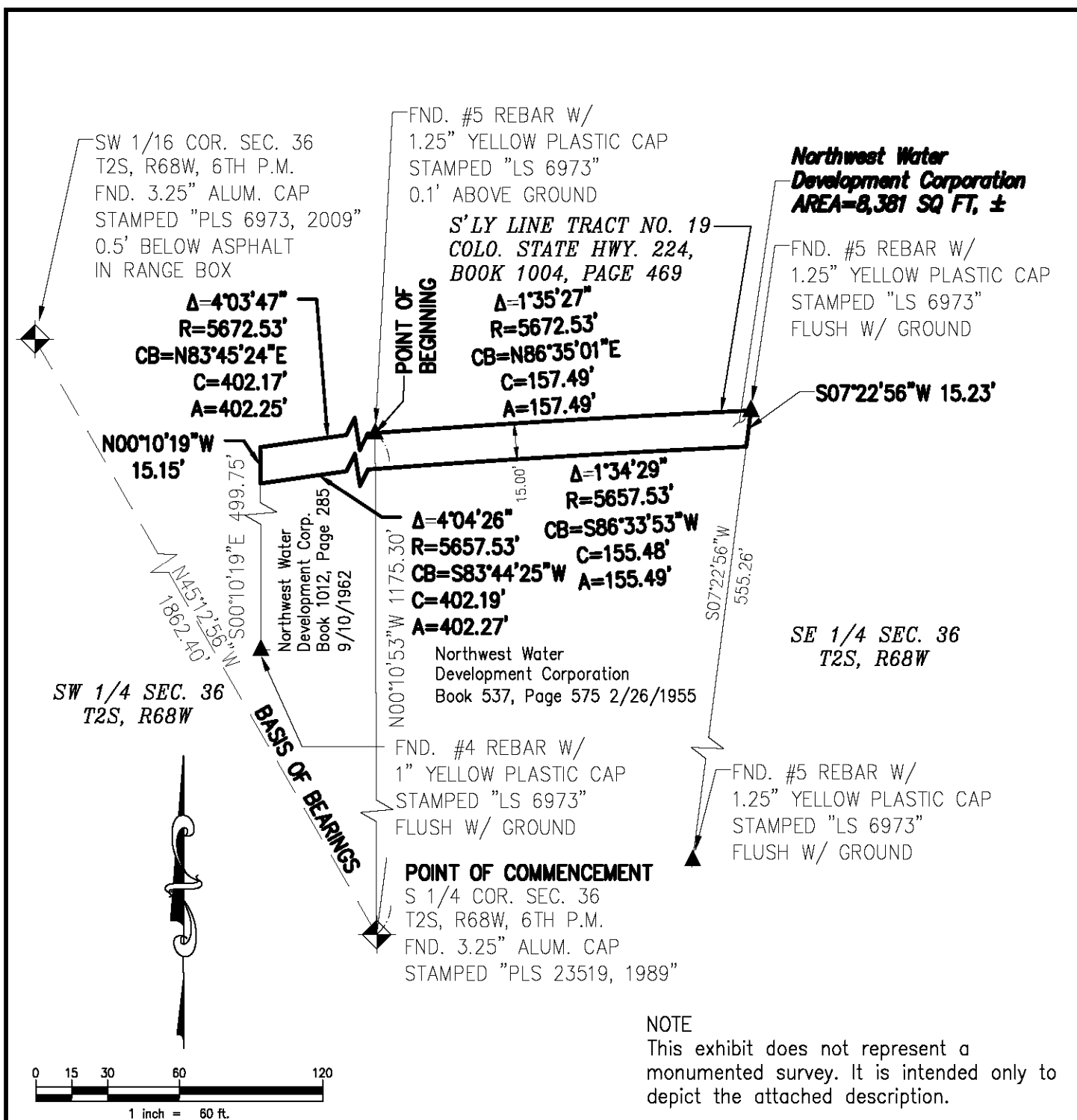
Merrick & Company
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111
303-751-0741 / Fax 303-751-2581 / www.merrick.com


THENCE the following two (2) courses along the westerly and northerly lines of said parcel of land described in Book 1012 at Page 285:

1. N00°10'19"W non-tangent with the previous and following described curves a distance of 15.15 feet;
2. THENCE along the arc of a curve to the right, having a central angle of 04°03'47", a radius of 5672.53 feet, a chord bearing N83°45'24"E a distance of 402.17 feet, and an arc distance of 402.25 feet to the **POINT OF BEGINNING**.

Containing 8,381 square feet, more or less.


Jacob S. Frisch, PLS 38149
Date: October 12, 2018
Job No. 65320021
For and on Behalf of
Merrick & Company



MERRICK PROJECT NO.		65320021
CLIENT PROJECT NO.		
REVISION DESCRIPTION		
DRAWN	JSF	DATE 10/12/2018 SCALE 1"=60'
 MERRICK®		
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111		

Northwest Water Development Corporation SEC. 36, T. 2 S., R. 68 W., 6TH P.M. ADAMS COUNTY, COLORADO		
TITLE: TEMPORARY DRAINAGE		
REVISION:	DRAWING NO.	SHEET NO.
		1 OF 1



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Cost Amendment to Contract with Clinica Campesina/Family Health for the Community Support Specialist
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 approves the cost amendment to the contract between the County of Adams, Colorado and Clinica Campesina/Family Health for the Medicaid processing Community Support Specialist.

BACKGROUND:

Adams County Human Services Department contracts with various medical providers to process medical assistance applications on behalf of their clients. Adams County hires community support specialists (CSS) that can quickly process medical assistance applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Clinica Campesina/Family Health will fund 10 percent (10%) of the salary and benefits for the Adams County CSS. The remaining ninety percent (90%) will be reimbursed with federal Medicaid and State funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract amendment to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department
Adams County Finance Department

ATTACHED DOCUMENTS:

Resolution

Contract

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 3060M6754015, 99915

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,873,648
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,873,648</u>

Current Budgeted Operating Expenditure:	3060M6754015.7005	47,866
Add'l Operating Expenditure not included in Current Budget:		
Current Budgeted Capital Expenditure:		
Add'l Capital Expenditure not included in Current Budget:		
Total Expenditures:		<u>47,866</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 CONTRACT COST AMENDMENT BETWEEN ADAMS
COUNTY AND CLINICA CAMPESINA/FAMILY HEALTH TO PROVIDE MEDICAID
APPLICATION PROCESSING SERVICES

WHEREAS, Clinica Campesina/Family Health has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Clinica Campesina/Family Health would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and Clinica Campesina/Family Health to provide a community support specialist to process Medicaid applications at the North Metro Community Services, Inc. facility is approved.

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



TO: Simon Smith
Clinica Campesina/Family Health

FROM: DeeDee Green
Adams County Human Services Department

DATE: January 9, 2019

RE: Contract Cost Amendment

The purpose of this memo is to describe the change and reduction of your financial responsibility. Effective January 1, 2019, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of our contract was changed to automatic renewal with written notification of any modifications that are to be made.

In 2015, the Adams County Human Services Department (ACHSD) received notification of a three-year waiver from the Center for Medicaid and CHIP Services, approving 75% of the personnel costs billed monthly to **Clinica Campesina/Family Health** for the Community Support Specialist to be charged to Medicaid with an anticipated end date of December 31, 2018. The waiver remains effective with no current end date. Our Finance Department completed a Medicaid contract analysis and determined that 90% of the costs for this position could be charged to Medicaid and the State of Colorado. Therefore, our contractors will now only be responsible for 10% of the Community Support Specialist costs.

Additionally, the share of Supervisory cost has been reduced due to the addition of another contract and internal restructuring. The impact of the restructuring means there is no longer a lead worker directly assigned to the Medicaid Contract Team. Previously ACHSD billed an additional \$100 per month (administrative costs for expenses incurred from mileage and other incidental expenses) and \$520 per month for the proportionate share of the salary cost, health insurance, and other applicable benefits for the supervisory and lead worker functions of the Community Support Specialist. The administrative expense will be added into the new proportionate supervisory cost. These charges will be reduced to \$325. For services provided in 2019, ACHSD will change the reimbursement requests accordingly. The below table reflects your current and future financial responsibility while the waiver is in effect.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

	CURRENT	JAN 1, 2019
Average Salary for CSS (Jan 2015)	\$3953.00	
Average Employee Cost (including benefits and coverage)		\$6,033.14
Your Responsible Percentage	25%	10%
Your Share of CSS Cost	\$988.25	\$603.31
Proportionate Supervisory Cost	\$520.00	
Administrative Expense	\$100.00	
Proportionate Supervisory Cost and Administrative Expense		\$325.00
Monthly Financial Responsibility for each Community Support Specialist	\$1608.25	\$ 928.31
Total Monthly Financial Responsibility for Clinica for two Specialists		\$1856.62

Enclosed are two originals of the Contract Cost Amendment; please sign and return both originals to me. Once all parties have signed the amendment, a fully executed original will be returned to you. If you have any questions, please feel free to contact me at 720.523.6936.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:

APPROVED AS TO FORM:

CLERK AND RECORDER

Adams County Attorney's
Office

Deputy Clerk

CONTRACTOR:



Name: Simon Smith
Title: President & Chief Executive Officer
Clinica Campesina/Family Health

County of Boulder
State of Colorado

Subscribed and sworn to before me this 5th day of March 2019, by
Simon Smith, president & CEO.

Susan M Wortman Keenan
Notary Public

My commission expires: _____

SUSAN M WORTMAN KEENAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014138
MY COMMISSION EXPIRES 01/04/2020



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Cost Amendment to Contract with Metro Community Provider Network for the Community Support Specialist
FROM: Chris Kline, Director
AGENCY/DEPARTMENT: Human Services Department
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 approves the cost amendment to the contract between the County of Adams, Colorado and Metro Community Provider Network for the Medicaid processing Community Support Specialist.

BACKGROUND:

Adams County Human Services Department contracts with various medical providers to process medical assistance applications on behalf of their clients. Adams County hires community support specialists (CSS) that can quickly process medical assistance applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Metro Community Provider Network will fund 10 percent (10%) of the salary and benefits for the Adams County CSS. The remaining ninety percent (90%) will be reimbursed with federal Medicaid and State funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract amendment to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Adams County Human Services Department
Adams County Finance Department

ATTACHED DOCUMENTS:

Resolution

Contract

FISCAL IMPACT:

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

Fund: 15**Cost Center:** 3060M6754015, 99915

	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		50,873,648
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>50,873,648</u>

Current Budgeted Operating Expenditure:	3060M6754015.7005	47,866
Add'l Operating Expenditure not included in Current Budget:		
Current Budgeted Capital Expenditure:		
Add'l Capital Expenditure not included in Current Budget:		
Total Expenditures:		<u>47,866</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 CONTRACT COST AMENDMENT BETWEEN ADAMS
COUNTY AND METRO COMMUNITY PROVIDER NETWORK TO PROVIDE MEDICAID
APPLICATION PROCESSING SERVICES

WHEREAS, Metro Community Provider Network has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Metro Community Provider Network would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and Metro Community Provider Network to provide a community support specialist to process Medicaid applications at the North Metro Community Services, Inc. facility is approved.

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



TO: Ben Wiederholt
Metro Community Provider Network

FROM: DeeDee Green
Adams County Human Services Department

DATE: January 9, 2019

RE: Contract Cost Amendment

The purpose of this memo is to describe the change and reduction of your financial responsibility. Effective January 1, 2019, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of our contract was changed to automatic renewal with written notification of any modifications that are to be made.

In 2015, the Adams County Human Services Department (ACHSD) received notification of a three-year waiver from the Center for Medicaid and CHIP Services, approving 75% of the personnel costs billed monthly to **Metro Community Provider Network** for the Community Support Specialist to be charged to Medicaid with an anticipated end date of December 31, 2018. The waiver remains effective with no current end date. Our Finance Department completed a Medicaid contract analysis and determined that 90% of the costs for this position could be charged to Medicaid and the State of Colorado. Therefore, our contractors will now only be responsible for 10% of the Community Support Specialist costs.

Additionally, the share of Supervisory cost has been reduced due to the addition of another contract and internal restructuring. The impact of the restructuring means there is no longer a lead worker directly assigned to the Medicaid Contract Team. Previously ACHSD billed an additional \$100 per month (administrative costs for expenses incurred from mileage and other incidental expenses) and \$520 per month for the proportionate share of the salary cost, health insurance, and other applicable benefits for the supervisory and lead worker functions of the Community Support Specialist. The administrative expense will be added into the new proportionate supervisory cost. These charges will be reduced to \$325. For services provided in 2019, ACHSD will change the reimbursement requests accordingly. The below table reflects your current and future financial responsibility while the waiver is in effect.

	CURRENT	JAN 1, 2019
Average Salary for CSS (Jan 2015)	\$3953.00	
Average Employee Cost (including benefits and coverage)		\$6,033.14
Your Responsible Percentage	25%	10%
Your Share of CSS Cost	\$988.25	\$603.31
Proportionate Supervisory Cost	\$520.00	
Administrative Expense	\$100.00	
Proportionate Supervisory Cost and Administrative Expense		\$325.00
Total Monthly Financial Responsibility	\$1608.25	\$ 928.31

Enclosed are two originals of the Contract Cost Amendment; please sign and return both originals to me. Once all parties have signed the amendment, a fully executed original will be returned to you. If you have any questions, please feel free to contact me at 720.523.6936.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

Chair

Date

ATTEST:

APPROVED AS TO FORM:

CLERK AND RECORDER

Adams County Attorney's
Office

Deputy Clerk

CONTRACTOR:


Name: Ben Wiederholt
Title: President and Chief Executive Officer
Metro Community Provider Network

Subscribed and sworn to before me this 7th day of March 2019, by

Ben Wiedersheim

Susan M. Brown

Notary Public

SUSAN M BROWN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20034038329
MY COMMISSION EXPIRES AUG. 21, 2022

My commission expires: August 21, 2022



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Board and Commissions Appointments
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: March 26, 2019 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

The Commissioners have discussed the following appointment to the Boards and Commissions.

Jennifer Grafton – Adams County Housing Authority

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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:**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 APPOINTING JENNIFER GRAFTON AS A MEMBER OF THE ADAMS
COUNTY HOUSING AUTHORITY

WHEREAS, a vacancy currently exists for a regular member of the Adams County Housing Authority; and,

WHEREAS, Jennifer Grafton has expressed an interest in serving on the Adams County Housing Authority; and,

WHEREAS, the Board of County Commissioners have reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Jennifer Grafton to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jennifer Grafton shall be appointed as a member of the Adams County Housing Authority.

Term Expires:

Jennifer Grafton

January 30, 2021



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Resolution Establishing the Creation of a County Complete Count Committee
FROM: Raymond H. Gonzales, County Manager
AGENCY/DEPARTMENT: County Manager's Office
HEARD AT STUDY SESSION ON: March 12, 2019 during AIR
AUTHORIZATION TO MOVE FORWARD: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
RECOMMENDED ACTION: That the Board of County Commissioners approves the resolution.

BACKGROUND:

Adams County recognizes the need for an accurate and complete Census count, as the decennial Census determines federal dollars for health, education, transportation, child and elder care, emergency preparation and response, and public and social health programs. With the April 1, 2020 Census Day approaching, Adams County is seeking to create a Complete Count Committee that will represent various groups and organizations throughout Adams County. This Committee will develop strategies, educate, and outreach to residents that will increase the response rate to the 2020 Census.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

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:**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 ESTABLISHING THE CREATION OF A COUNTY COMPLETE COUNT
COMMITTEE FOR THE 2020 CENSUS

WHEREAS, April 1, 2020 is Census Day for the United States of America pursuant to Article I, Section 2 of the U.S. Constitution; and,

WHEREAS, an accurate Census is required for the proper allocation of representatives with the legislative bodies of the U.S. House of Representatives and Colorado State Legislature, and is used in the redistricting of state and county voting districts; and,

WHEREAS, an accurate and complete Census count is important to Adams County and its communities in determining Federal dollars for health, education, transportation, child and elder care, emergency preparation and response, public and social health programs; and,

WHEREAS, Adams County strives to be an inclusive community for all families and businesses, the committee shall be made up of, when possible, all segments of society to include and not be limited to diverse perspectives from communities of color, different cultural and socio-economic backgrounds, creative expression, intellectual discourse, and underrepresented populations; and,

WHEREAS, Adams County values the multifaceted ways that embracing diversity creates a welcoming and inclusive place to live, work, and enjoy life; and,

WHEREAS, Adams County recognizes that acknowledging the achievements and contributions of diverse groups promotes inclusion, breaks down barriers, and increases community efforts; and,

WHEREAS, establishing a Census 2020 Complete Count Committee will allow Adams County to obtain the most accurate and complete population count for the decennial Census in 2020; and,

WHEREAS, the Complete Count Committee hereinafter referred to as "Committee", will consist of at least ten (10) members that represent federal, state, or local government, community groups, small and large businesses, education and faith-based organizations; and,

WHEREAS, Committee members will be appointed by the Adams County Board of County Commissioners and serve through June 2020; and,

WHEREAS, the Committee shall develop and implement strategies to increase the response rate to Census 2020, which include, but are not limited to planning and conducting local educational initiatives, creation and distribution of flyers and information, preparing public service announcements, and speaking at various public outreach efforts.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the County Complete Count Committee for the 2020 Census is hereby established.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Security Services at Various Adams County Locations
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
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 approves Amendment Four to the agreement with Allied Universal Security Services for countywide security services.

BACKGROUND:

Adams County currently uses a firm for Security Services utilizing both armed and unarmed guards at various Adams County facilities. These facilities include the Justice Center, District Attorney's Office, Human Services Department, Children & Family Services, and the Division of Motor Vehicles.

On February 16, 2016, The Board of County Commissioners approved an award for Security Services to Allied Barton Security Services (now Allied Universal Security Services). On November 15, 2016, the Board of County Commissioners approved Amendment One which added the Aurora Motor Vehicle and Westminster Motor Vehicle offices. On March 7, 2017, the Board of County Commissioners approved Amendment Two to renew the agreement for one additional year. On April 3, 2018, the Board of County Commissioners approved Amendment Three which renewed the term of the agreement for one additional year. The County is pleased with the service provided by Allied Universal Security Services and would like to utilize the final renewal year option of the agreement. A new solicitation for these services will be issued in the near future.

Due to significant market increases, Allied Universal Security Services is requesting an average 15% increase to employee wages to assist in the retention of security staff. Allied Universal Security Services will provide quarterly wage reports to the County to ensure the increase is going to the employees. The overall increase to the contract will be approximately \$184,898. In addition, this increase includes the cost for two (2) additional armed officers within the Justice Center. The County has reviewed this request and compared labor hours and billable rates to other similar agencies agreements for Security Services and found Allied Universal Security Services rates are within range or below that of other agencies. Staff feels the increase is fair and reasonable and all users of this contract are aware of requested increase and are prepared to work with the Budget Department to cover any increase in cost.

The recommendation is to approve Amendment Four to renew the Allied Universal Security Services agreement for one more year in the estimated amount of \$922,944.00.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Sheriff's Office
Human Services Department
District Attorney's Office
Department of Motor Vehicle Office

ATTACHED DOCUMENTS:

Resolution
Exhibit

FISCAL IMPACT:

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

Fund: 1, 15

Cost Center: 2071, 2072, 1023, 1051, 100005007000, 201032001210

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

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	Various		\$922,945
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			\$922,945

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

Additional Note:

All affected County Departments and Elected Offices are prepared to submit amendments to their budgets to cover additional costs of Security Services based upon approval of this renewal.

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT FOUR TO THE AGREEMENT BETWEEN
ADAMS COUNTY AND ALLIED UNIVERSAL SECURITY SERVICES FOR
COUNTYWIDE SECURITY SERVICES

WHEREAS, on February 16, 2016, Adams County entered into an agreement with Allied Barton Security Services, now Allied Universal Security Services (“Contractor”), to provide security services for various Adams County locations; and,

WHEREAS, on November 15, 2016, the County added security services to the Aurora and Westminster Motor Vehicle Offices; and,

WHEREAS, staff is requesting to renew the contract for one final year; and,

WHEREAS, the Contractor is requesting an increase of \$184,898 to cover wage increases and provide two additional armed officers, for a total estimated annual amount of \$922,944.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Four to the agreement between Adams County and Allied Universal Security Services for Countywide Security Services, a copy of which is attached hereto and incorporated herein, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair hereby authorized to sign Amendment Four after negotiation and approval as to form is completed by the County Attorney’s Office.

Allied Universal Security Services - Current Vs. Proposed Hourly Rates

	Current Hourly Rate	Proposed Hourly Rate
Account Manager	\$ 20.00	\$ 20.00
Justice Center - Armed Shift Supervisor	\$ 14.84	\$ 17.00
Justice Center - Armed Officer	\$ 13.81	\$ 16.00
DA - Armed Officer	\$ 13.81	\$ 16.00
Justice Center - Unarmed Officer	\$ 12.46	\$ 14.00
Justice Center - Unarmed Afterhours	\$ 18.69	\$ 21.00
Human Services - Unarmed Supervisor	\$ 14.84	\$ 16.00
Human Services - Unarmed Officers	\$ 12.46	\$ 14.00
Human Services - Afterhours Unarmed Officers	\$ 18.69	\$ 21.00
DMV - Armed Officers	\$ 13.81	\$ 16.00
DMV - Afterhours Armed Officers	\$ 20.72	\$ 24.00

Current 2018 contract amount \$738,046.00.

Total increase for the 2019 contract would be \$184,898; for an estimated total amount of \$922,944.



PUBLIC HEARING AGENDA ITEM

DATE OF PUBLIC HEARING: April 2, 2019
SUBJECT: Human Services Workforce and Business Center (TANF) Funded Program
FROM: Raymond H. Gonzales, County Manager Alisha Reis, Deputy County Manager Benjamin Dahlman, Finance Director Kim Roland, Procurement and Contracts Manager
AGENCY/DEPARTMENT: Adams County Human Services Department Workforce and Business Center, (TANF)
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 a proposal award to Family Tree, Inc., to provide Child Only Case Management Services for Temporary Assistance to Needy Families (TANF) in Adams County.

BACKGROUND:

Adams County's Human Services Department (HSD) has provided programs since 1999 for short-term case management for "child only" Temporary Assistance for Needy Families (TANF) cases called Stable Families. The program assists specified caretakers and families with parents who are in the home, but not eligible for TANF Basic Cash Assistance (BCA). The goal of the program is to stabilize children in their home or the home of a relative through referrals to community service providers, supportive services, and to assist with custody or adoption when appropriate.

These services are in accordance to the standards of Adams County and the State of Colorado including; the timely provision of family stabilizing resources/supportive services, evaluation of family stability and safety of children, identification of additional family needs to stabilize children in their home or the home of a relative, assist with custody/adoption when appropriate, and connection with community resources.

A Request for Proposal was posted on the BidNet System and proposals were opened on December 12, 2018. One (1) proposal was submitted from Family Tree, Inc. After a thorough review, staff recommends awarding a one (1) year agreement, with two (2), one (1) year renewal options, to Family Tree, Inc.

HSD receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five (85%) percent funding with Adams County responsible for the remaining fifteen (15%) percent.

The fees for the initial year will be in the amount of \$321,648.00. The service effective date will be from April 1, 2019, through March 30, 2020.

AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:

Human Services Department Workforce and Business Center (TANF)

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: 15			
Cost Center: Various			
	Object Account	Subledger	Amount
Current Budgeted Revenue:	99915.5755		\$50,873,648.00
Additional Revenue not included in Current Budget:			
Total Revenues:			<u>\$50,873,648.00</u>
	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:	7645		\$5,211,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
Total Expenditures:			<u><u>\$5,211,000.00</u></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 AGREEMENT BETWEEN ADAMS COUNTY AND
FAMILY TREE, INC., TO PROVIDE CHILD ONLY CASE MANAGEMENT SERVICES
FOR THE TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) PROGRAM

WHEREAS, Family Tree, Inc., submitted a proposal to provide child only case management services for the Temporary Assistance for Needy Families (TANF) Program; and,

WHEREAS, this Human Services Department program is being funded eighty-five (85%) percent by the State, with Adams County responsible for the remaining fifteen (15%) percent; and,

WHEREAS, Family Tree, Inc., agrees to provide the services for a total amount of \$321,648.00 for the initial year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the agreement with Family Tree, Inc., to provide child only case management services for the Temporary Assistance for Needy Families (TANF) Program be approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign said Agreement with Family Tree, Inc., after negotiation and approval as to form is completed by the County Attorney's Office.



**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

CASE NO.: RCU2018-00048

CASE NAME: Matador Pipeline

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- 3.3 Development Agreement
- 3.4 Proposed Site Plan

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- 6.1 Request for Comments
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**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT
STAFF REPORT**

Board of County Commissioners

April 2, 2019

CASE No.: **RCU2018-00048**

CASE NAME: **DJ South Matador Pipeline and
Bennett Station Central Delivery Point Facility**

Owner's Name:	DJ South Gathering LLC
Applicant's Name:	Pat McMurry
Applicant's Address:	501 South Coltrane Road, Suite A, Edmond, OK 73034
Location of Request:	Multiple Parcels see Exhibit 3.2
Nature of Request:	Conditional Use Permit to allow construction of a twenty-one mile segment of a 16-inch diameter crude oil pipeline and a central delivery point facility (Bennett Station) located at 1631 Manilla Road.
Zone District:	Agriculture-3 (A-1) and Aviation (AV)
Site Size:	Approximately 21 miles
Proposed Uses:	Oil and Gas Infrastructure (Pipeline) and Central Delivery Point Facility
Existing Uses:	Agriculture and Airport
Hearing Date(s):	PC: March 14, 2019/ 6:00 pm
	BOCC: April 2, 2019/ 9:30 am
Report Date:	March 20, 2019
Case Manager:	Libby Tart
Staff Recommendation:	APPROVAL with 33 Findings-of-Fact, 4 Conditions and 1 Note

SUMMARY OF APPLICATION

Background:

The owner, DJ South Gathering, LLC, is requesting a conditional use permit to allow construction of approximately 21 miles of a new 16-inch crude oil pipeline, and a central delivery

point facility called Bennett Station. According to the applicant, advances in oil and gas extraction technology have led to a general increase in production of oil and natural gas throughout the state. This increase in production of oil and gas has led to the need to construct infrastructure to transport the oil and gas products through pipelines, instead of large trucks that tend to negatively impact local road networks. The applicant states that the construction of this pipeline will eliminate 2.2 million truck trips from Adams County roads in the first twelve years of the project. The lifespan of the project is estimated to be 50 years. The crude oil transmitted through the pipeline will not be produced or sold by DJ South, but they will charge the users to transport their crude oil from the Bennett Station to other facilities for storage, processing and distribution.

Site Characteristics:

The total length of the proposed pipeline is approximately 42 miles, with approximately 21 miles in Adams County. Of the total pipeline length, approximately 21 miles are proposed on 47 parcels owned by 25 different landowners in unincorporated Adams County. The applicant states that the pipeline will be buried a minimum of 48-inches deep. The proposed pipelines are located in proximity to the Colorado Air and Spaceport, but their construction will not produce glare or attract wildlife, and will not be detrimental to flight operations or future development of the area.

The lines commence on a 145-acre parcel in Adams County, proposed for the development of the Bennett Station. The Bennett Station provides the infrastructure and storage to transload crude oil for the gathering pipelines and trucks for transportation into the proposed pipeline. The facility's site plan initially proposes one 80,000-barrel tank up to 56 feet in height with a four-foot tall handrail and two-foot tall windsock installed on the tank roof. This tank is capable of storing 13.44 million gallons of crude oil. The total build out of the Bennett Station is anticipated to increase this storage to a total of 27.888 million gallons of crude oil (See Exhibit 3.5 for the proposed site plan). Other proposed structures at the Station include an office/shop and quality assurance/quality control lab buildings, temporary construction trailers, and a communications tower. An outdoor storage yard and truck bays are also proposed on the site. The applicant supplied the FAA with an Aeronautical Study, ASN 2018-ANM-2265-OE, and received confirmation that the maximum tank height would not be a hazard to air navigation. The overall site plan proposes landscaping along Manilla Road and the local access road and a 3-6-foot tall (depending on grade) decorative fence along Manilla Road.

The 47 unincorporated parcels along the preferred route are designated as Agriculture -3 (A-3), which are intended for rural subdivisions, farming, pasturage, other food production related uses, limited animal keeping, and Aviation (AV) for non-residential land uses associated with aviation operations and minimizing risks to public safety and hazards to aviation uses. The majority of the impacted parcels along the preferred route are vacant or developed with agricultural uses. Some of the parcels are located on Adams County-owned property and require agreements with the Colorado Air and Space Port due to the proximity of the pipeline easement to the southeastern runway. Overall, the preferred route crosses sixteen county roads and one CDOT road (US36 Highway and East Colfax Avenue).

The parcels in the preferred alignment are also located within the Airport Height (AHO), Airport Noise (ANO), and Airport Influence Zone (AIZ) Overlays. The AHO is intended to protect residential and non-residential land uses, which are subjected to frequent overflights by low-flying aircraft. Within this area, natural and man-made objects may create hazards to aviation and must be regulated accordingly. The ANO designation is intended to provide for protection of residential and non-residential land uses in areas which may be subjected to noise levels of such duration and frequency which would constitute a nuisance to residential and other uses. The AIZ designation is intended to provide areas within the County suitable for economic development related to general aviation uses.

Restriction Areas One and Two of the Airport Influence Zone for the Colorado Air and Space Port intersect the Bennett Station. Restriction Area One prohibits structures designed for full or part-time occupation for residential, commercial, institutional, or industrial uses whereas Restriction Area Two prohibits the construction of residences, except existing residences and new homes built on lots or parcels created prior to the adoption of the Airport Influence Zone. The office/shop, quality assurance/quality control laboratory buildings, and the temporary construction trailers are proposed outside of Restriction Area One.

Development Standards and Regulations Requirements:

Oil and gas development is overseen by federal, state, and local regulations. Section 4-10-02-03-03 of the County's Development Standards and Regulations outlines requirements for oil and gas well drilling and production activities in the County. This Section defines oil and gas facilities as the site associated with equipment used for production, treatment, and storage of oil and gas waste products, an individual well pad built with one or more wells, temporary storage of oil and gas, or any other oil and gas operation which may cause significant degradation to the environment.

Section 4-10-02-03-03-06 of the Development Standards and Regulations further outlines the County's process for permitting new oil and gas development. Specifically, the process follows a two pronged approach: 1) Obtain a Special Use Permit from the Board of Adjustment; or 2) Execute a Memorandum of Understanding (MOU) with the County and submit for approval an Administrative Use by Special Review permit for each well pad. The MOU allows administrative review and approval for well connects that are defined as a pipeline "10 inches or less inside diameter and 2 miles or less in length, laid running from the custody transfer point or production facility for a new well (s) to an existing gathering line connection point". However, in cases where pipelines do not meet the definition of well connects, a conditional use permit is required. Therefore, the proposed pipeline requires a conditional use permit as it exceeds 10 inches in diameter and is more than 2 miles of length.

Section 2-02-08-06 of the County's Development Standards and Regulations outlines the criteria for approval of a conditional use permit. These include compliance with the County's Development Standards and Regulations; compatibility with the surrounding area, the request must be permitted in the zone district, and must address all off-site impacts. In addition, the proposed use is required to be harmonious with the character of the neighborhood, and must not be detrimental to the immediate area, or to the health, safety, or welfare of the inhabitants of the

area and the County. The conditional use must also not result in excessive traffic generation, noise, vibration, dust, glare, odors, or operate during odd hours that will be inconvenient to the neighborhood. Further, the site must be suitable for the conditional use, including adequate usable space, access, and absence of environmental constraints.

In addition to the conditional use permit, the applicant is required to address review items and requirements outlined in Section 6-07-02 of the County's Development Standards and Regulations pertaining to Areas and Activities of State Interest permits. These items include:

- Information describing the applicant
- Information describing the project, including at least 3 alternatives
- Information on property rights, permits, and other approvals
- Financial feasibility of the project
- Land use
- Local governmental services
- Financial burden on residents
- Local economy
- Recreational opportunities
- Environmental impact analysis including water (surface and ground water), visual impacts, air quality, wetland and riparian areas, flora and fauna, soils, geologic conditions, and areas of paleontological, historic or archaeological importance.

According to the applicant, the proposed 16-inch crude oil pipeline is necessary to transport oil products from producing wells and facilities. Such an alternative transportation system will reduce impacts from using large trucks to transport the oil. From the project summary and description, the pipelines would be placed outside the ultimate right-of-way along all County roads and buried a minimum of 48-inches. The lines would all be buried in a trench and inspected for safety and durability prior to being covered. The applicant has obtained all the necessary temporary easements needed along the proposed route for construction of the lines, as well as the majority of the permanent easements from property owners. The applicant would be required to apply for permits for any construction work in the County's right-of-way.

As part of the site selection process for the proposed pipelines, the applicant considered three alternative routes and the potential impacts of each (See Exhibit 3.2) and ultimately selected the preferred route. The selected option has less impact on surrounding properties, residential subdivisions and urban areas within the City of Aurora. The majority of the land ownership is private with the exception of easements needed along the Adams County right-of-ways and the Colorado Air and Space Port. From the considered alternatives, alternatives #1 and #2 impacted more properties and 1-2 miles would be located within the City of Aurora's jurisdiction. The applicant also indicated that both alternative routes cross a larger amount of developed county roads and highways and would require work in the right-of-ways for the pipeline construction.

The proposed request conforms to the criteria for approval of a conditional use permit, including compatibility with the surrounding area, addressing off-site impacts, and not being detrimental to health, safety, or welfare of residents in the County. The preferred pipeline route is the best alternative that minimizes potential impacts on existing residential developments. The majority

of the properties that the pipelines traverse through are predominately used for agriculture and construction of the pipeline will not impede current or future use of these properties. There will be minimal noise, vibration, dust, or traffic after construction is complete.

Development Agreement

As part of this request, the applicant has agreed to enter into a Development Agreement (Exhibit 3.3) with the County. The development agreement addresses pre-construction requirements, construction and operational standards of the pipelines, and maintenance.

Future Land Use Designation/Comprehensive Plan:

The future land use designations on the preferred route are Mixed Use Employment, Public, and Agriculture. Per Chapter 5 of the County's Comprehensive Plan, the Mixed Use Employment designation envisions a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses. Public uses include very large public land uses such as the Colorado Air and Space Port, as well as other government, quasi-government and some nonprofit facilities. Agriculture uses include areas that are not expected to develop, except for limited area of very low density residential at densities of 1 dwelling per 35 acres, for the foreseeable future.

The request conforms to the goals of the Comprehensive Plan, as the 21-mile pipeline requires a 50-foot easement allowing properties to be developed and utilized in accordance with their respective future land use. In addition, the Airport Height and Influence Overlays restrict future development of near the airport. This limitation is due to potential nuisance conditions created by noise generated from aviation activities. The affected properties designated as Mixed Use Employment and Agriculture may be developed with residential uses in the future as urban services are expanded; however, the buried pipeline will not be detrimental to future development on those properties. The proposed pipeline will also reduce large truck traffic on the County's road network.

Compatibility with the Surrounding Area:

A majority of the surrounding properties along the proposed route are designated as agricultural and are currently vacant or developed with agricultural uses. The request to allow a buried crude oil pipeline will be compatible with uses on the surrounding properties and not detrimental to the character of the neighborhood. In addition, the plans provided with the application show the alignment will be designed and constructed to mitigate potential noise, odor, and traffic that may be associated with the pipeline. Staff is also recommending conditions of approval to ensure the applicant adheres to all federal, state, and local regulations, as well as pre-construction, construction, and operational standards.

Referral Comments:

CDPHE stated a permit will be required for any earth moving activities over 25 acres and more than six months in duration. CDOT also stated a permit will be required for any construction under state highways and any lines in their right-of-way be put in casing.

The City of Aurora provided comment requesting that the Bennett Station site be located further north of I-70 for screening purposes or if the applicant was unable to site it further north, consider additional landscaping techniques such as a grading the site or constructing a large berm to screen the tanks from the area. The applicant provided a response to the City of Aurora's inquiry but Adams County has not received anything further from the City of Aurora regarding this. The applicant stated that the siting of this facility was due to avoiding major features within the study area such as residences, wetland areas, and the City of Aurora's jurisdiction. They also indicated that there is a row of existing evergreen trees to the south that are more than 20-feet tall that serve to screen some of the Bennett Station and berming would be a concern with drainage and existing swales on the site.

PLANNING COMMISSION UPDATE: The Planning Commission considered the case at a Public Hearing on March 14, 2019 and voted (6-1) to recommend approval to the Board of County Commissioners. The applicant made a presentation at the meeting and requested that the Board remove the expiration date for the Bennett Station use. Staff and the Commission did not find the request acceptable, but were agreeable to a wording addition to condition # 3 in the conditions stated below. The addition is stated in red - "The portion of the conditional use permit pertaining to the Bennett Station shall expire on April 2, 2039, **unless extended**".

PC and Staff Recommendations:

Based upon the application, the criteria for approval for a conditional use permit, areas and activities of state interest permit, and a recent site visit, PC and staff recommend Approval of this request with 33 findings-of-fact and 4 conditions and 1 note:

RECOMMENDED FINDINGS OF FACT

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.

7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.
9. Documentation that prior to site disturbance associated with the Proposed Project, the Applicant can and will obtain all necessary property rights, permits and approvals. The Board may, at its discretion, defer making a final decision on the application until outstanding property rights, permits and approvals are obtained or the Board may grant a Permit with conditions and/or conditions precedent which will adequately address outstanding concerns.
10. The Proposed Project considers the relevant provisions of the regional water quality plans.
11. The Applicant has the necessary expertise and financial capability to develop and operate the Proposed Project consistent with all requirements and conditions.
12. The Proposed Project is technically and financially feasible.
13. The Proposed Project is not subject to significant risk from Natural Hazards.
14. The Proposed Project is in general conformity with the applicable comprehensive plans.
15. The Proposed Project does not have a significant adverse effect on the capability of local government to provide services or exceed the capacity of service delivery systems.
16. The Proposed Project does not create an undue financial burden on existing or future residents of the County.
17. The Proposed Project does not significantly degrade any substantial sector of the local economy.
18. The Proposed Project does not unduly degrade the quality or quantity of recreational opportunities and experience.
19. The planning, design and operation of the Proposed Project reflects principals of resource conservation, energy efficiency and recycling or reuse.
20. The Proposed Project does not significantly degrade the environment. Appendix A includes the considerations that shall be used to determine whether there will be significant degradation of the environment. For purposes of this section, the term environment shall include:
 - Air quality,
 - Visual quality,

- Surface water quality,
 - Groundwater quality,
 - Wetlands, flood plains, streambed meander limits, recharge areas, and riparian areas,
 - Terrestrial and aquatic animal life,
 - Terrestrial and aquatic plant life, and
 - Soils and geologic conditions.
21. The Proposed Project does not cause a nuisance and, if a nuisance has been determined to be created by the Proposed Project, the nuisance has been mitigated to the satisfaction of the County.
 22. The Proposed Project does not significantly degrade areas of paleontological, historical, or archaeological importance.
 23. The Proposed Project does not result in unreasonable risk of releases of hazardous materials. In making this determination as to such risk, the Board's consideration shall include:
 - Plans for compliance with Federal and State handling, storage, disposal and transportation requirements,
 - Use of waste minimization techniques, and
 - Adequacy of spill prevention and counter measures, and emergency response plans.
 24. The benefits accruing to the County and its citizens from the proposed activity outweigh the losses of any resources within the County, or the losses of opportunities to develop such resources.
 25. The Proposed Project is the best alternative available based on consideration of need, existing technology, cost, impact and these Regulations.
 26. The Proposed Project shall not unduly degrade the quality or quantity of agricultural activities.
 27. The proposed Project does not negatively affect transportation in the area.
 28. All reasonable alternatives to the Proposed Project, including use of existing rights-of-way and joint use of rights-of-way wherever uses are compatible, have been adequately assessed and the Proposed Project is compatible with and represents the best interests of the people of the County and represents a fair and reasonable utilization of resources in the Impact Area.
 29. The nature and location of the Proposed Project or expansion will not unduly interfere with existing easements, rights-of-way, other utilities, canals, mineral claims or roads.
 30. Adequate electric, gas, telephone, water, sewage and other utilities exist or shall be developed to service the site.

31. The proposed project will not have a significantly adverse Net Effect on the capacities or functioning of streams, lakes and reservoirs in the impact area, nor on the permeability, volume, recharge capability and depth of aquifers in the impact area.
32. The purpose and need for the Proposed Project are to meet the needs of an increasing population within the County, the area and community development plans and population trends demonstrate clearly a need for such development.
33. The Proposed Project is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area.

Recommended Conditions:

1. The applicant shall comply with all terms and conditions of the (pending) Development Agreement between DJ South Gathering LLC and Adams County.
2. The applicant shall submit a separate development agreement with the engineering construction plans review for the Bennett Station. This agreement shall be approved separately by the Board of County Commissioners.
3. The portion of the conditional use permit pertaining to the Bennett Station shall expire on April 2, 2039, unless extended.
4. The applicant, at the time of permit review, shall adhere to all environmental requirements in compliance with FAA standards.

Recommended Note:

1. The applicant shall adhere to all federal, state, and local regulations, as well as pre-construction, construction, engineering and operational standards.

PUBLIC COMMENTS

Notifications Sent	Comments Received
331	0

Property owners and residents within seven hundred (700) feet of each of the three alignments were notified of the subject request. As of writing this report, staff has not received any comments on the request.

REFERRAL AGENCY COMMENTS

Responding with Concerns:

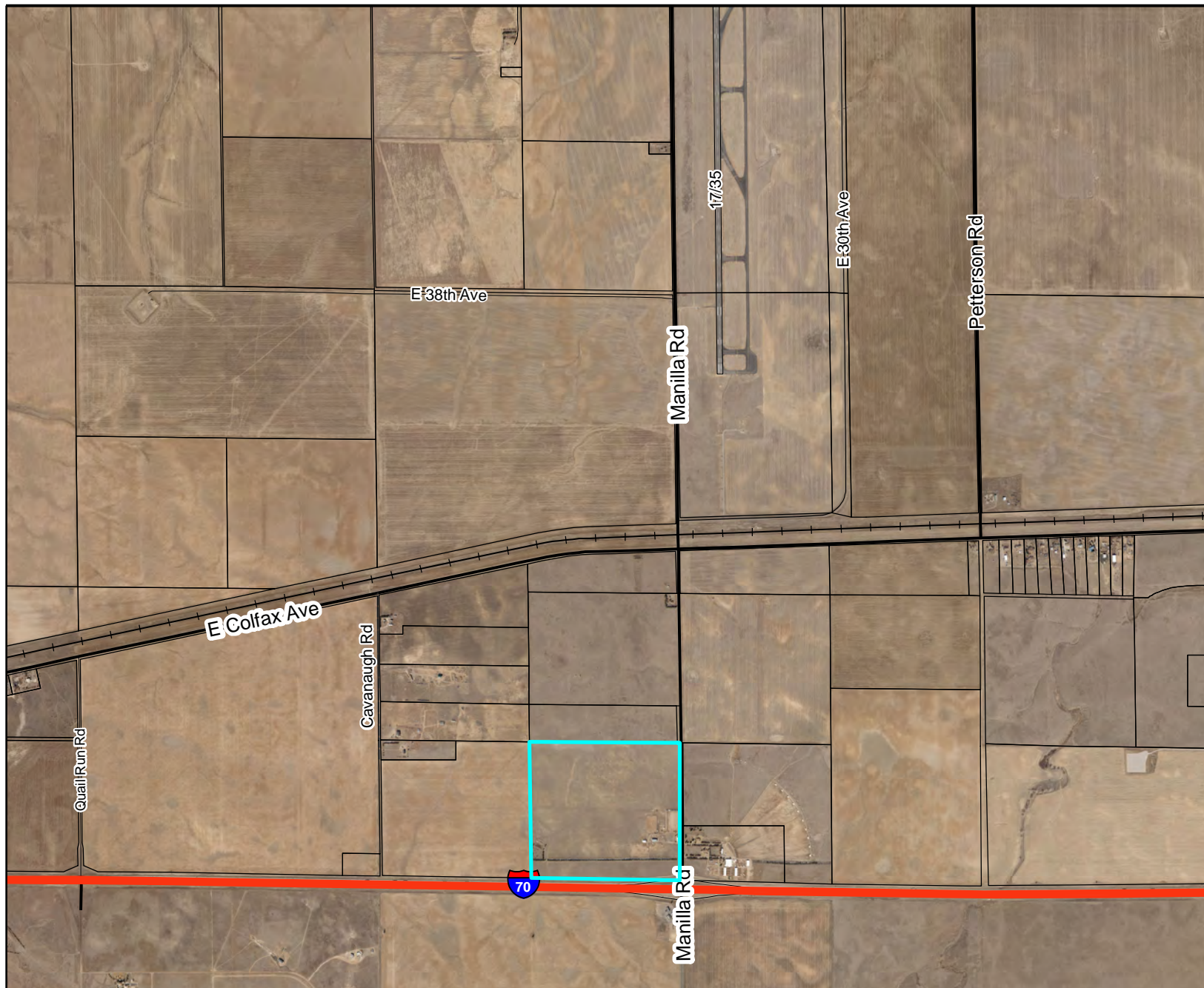
City of Aurora

Responding without Concerns:

Bennett-Watkins Fire Rescue
Brighton Fire Rescue District
CDPHE
CPW
FAA
Tri-County Health
Xcel Energy

Notified but not Responding / Considered a Favorable Response:

Adams 12 Schools
City of Thornton
Bennett Park and Recreation
Bennett School District 29J
Comcast
RTD
Adams County Sheriff's Office
Southeast Weld County Fire
Thornton Fire Department
Metro Wastewater Reclamation
Intermountain Rural Electric Association
Union Pacific Railroad
United Power
Weld County School District RE-3J



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)

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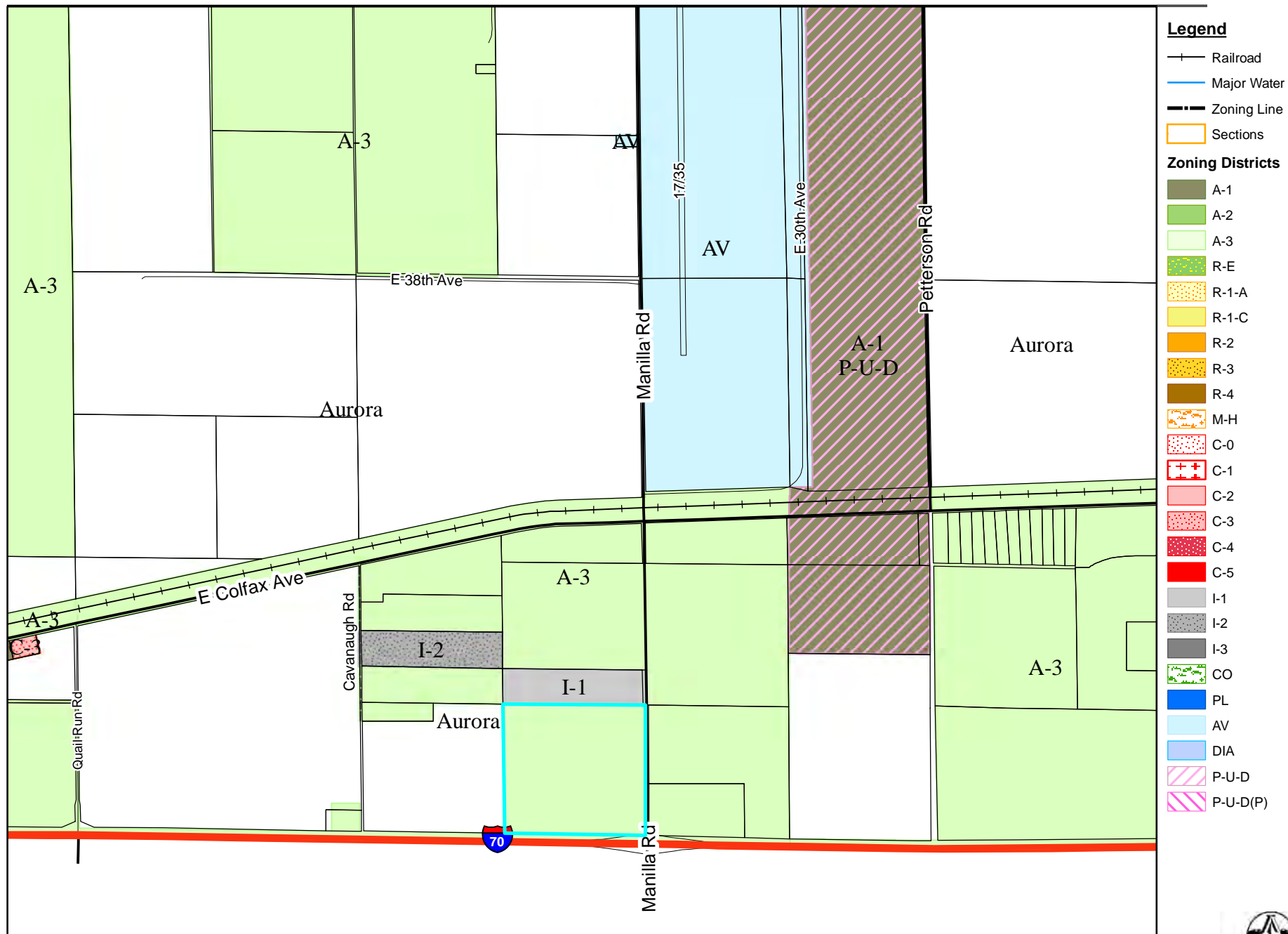
Matador Pipeline and CDP



For display purposes only.



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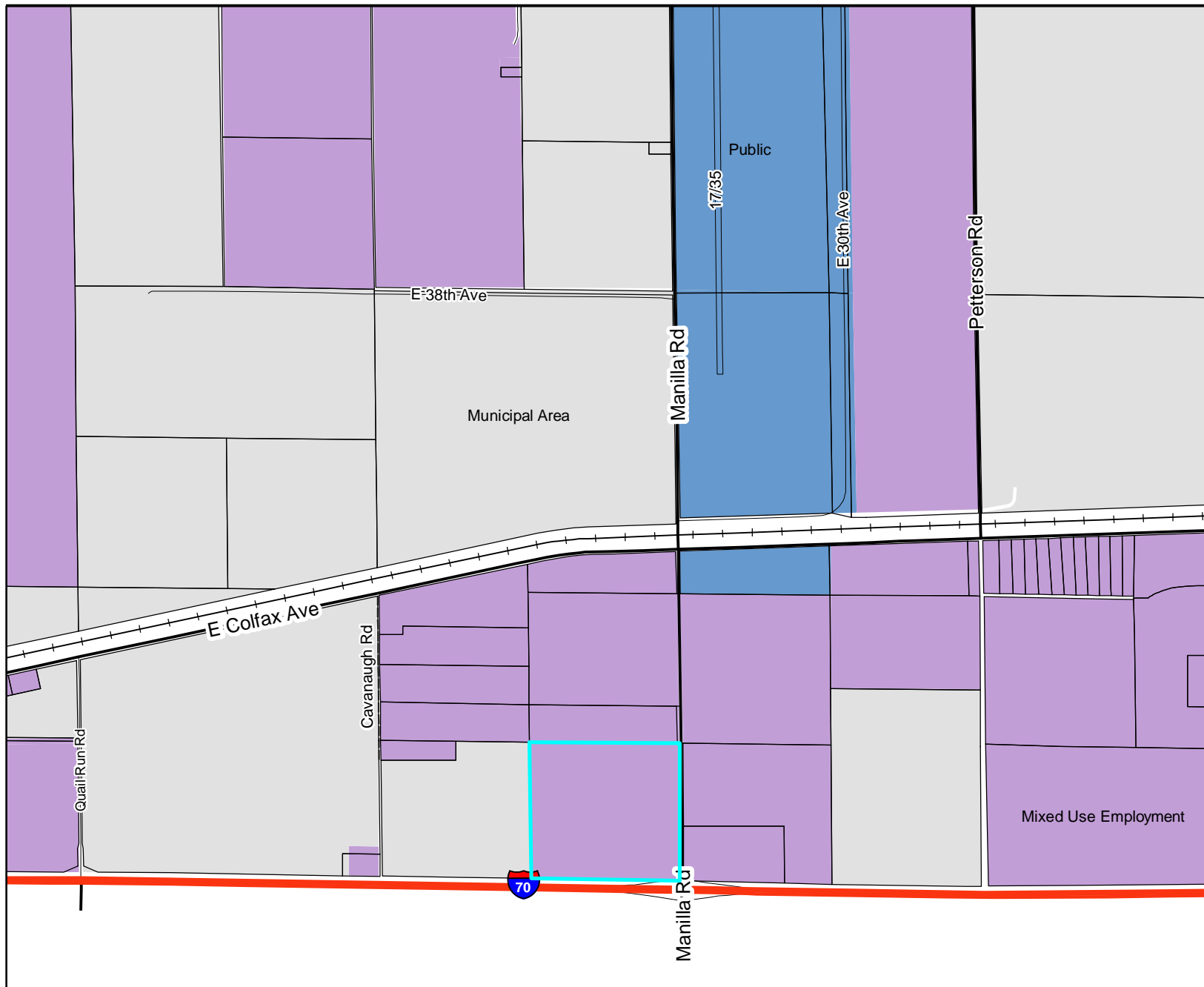
Matador Pipeline and CDP



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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)

RCU2018-00048

Matador Pipeline and CDP



For display purposes only.



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1. Introduction

DJ South Gathering, LLC (DJ South), a subsidiary of ARB Midstream, LLC (ARB), is proposing to construct and operate the Matador Pipeline Project (Project) in Weld and Adams counties, Colorado. The proposed Project includes construction of approximately 42 miles of new crude oil pipeline from a central delivery point facility, Bennett Station, which is located north of Interstate 70 and west of Manilla Road in Adams County, to the existing Magellan Crude Oil Terminal located in Weld County. As shown in Figures 1–4, approximately 21 miles of the Project and Bennett Station would be constructed within Adams County.

A Conditional Use Permit (CUP) will be required by Adams County for the Project. The purpose of this Routing Study is to identify the preferred pipeline route that would have the least impact to the environment, community residents, and businesses, is economically feasible, minimizes impacts to cultural resources, and that meets the purpose and need of the Project. Adams County requires an evaluation of alternative pipeline routes as part of the CUP application process. The purpose of this report is to document the evaluation of alternative pipeline routes for the Project.

1.1 Project Purpose, Need, and Benefit

Once constructed, the Project would transport crude oil from Bennett Station to the Magellan Crude Oil Terminal in Weld County for storage, processing, and distribution. Crude oil would be delivered to Bennett Station via gathering pipelines located within Adams County and other jurisdictions. DJ South anticipates that construction of this Project would eliminate approximately 2.2 million truck trips from Adams County roads in the first twelve years of the Project, which would reduce emissions, reduce potential conflicts between passenger vehicles and trucks, preserve the integrity of the road networks, and provide the safest and most reliable means of transportation of crude oil through Adams County. DJ South would not produce or sell any of the crude oil transported in the pipeline, but would instead charge a fee to customers to transport their crude oil from Bennett Station to other facilities for storage, processing, and distribution.

1.2 Project Components

The Project pipeline would be buried and would have a diameter of 16 inches. The pipeline would be engineered with maximum allowable operating pressure (MAOP) of 1,480 pounds per square inch (PSI); however, DJ South plans to operate the pipeline with a maximum operating pressure (MOP) of 740 PSI. The final pipeline route and diameter would be determined as part of the final engineering design and permitting process.

The pipeline would primarily be constructed using open-cut trenching techniques, although horizontal directional drilling (HDD) may be used in some areas to avoid impacts to existing infrastructure such as utilities or roads. DJ South would seek a permanent easement that is approximately 50 feet wide and an additional 25 feet of temporary easement for pipeline construction. The pipeline would be constructed on private land and parcels owned by Adams County that are currently being used for the Colorado Air and Space Port operations.

Based on final design, a maximum of three valve sets would be located above ground within Adams County along the pipeline route. The valve sets would be used to control pipeline flow and/or shutdown flow and would be contained within a 30-foot-by-30-foot area.

DJ South anticipates beginning construction in spring 2019, pending receipt of all necessary permit and approvals.

2. Routing Process

2.1 Overview of Route Selection Process

The route selection process for the proposed Project made use of a multi-phase, multi-step approach as described in the sections below. Routing a new pipeline requires a comprehensive approach that balances various selection criteria including system planning, economics, land use, natural, cultural and environmental resources, regulatory requirements, land rights, and engineering. Selection criteria may identify opportunities or constraints for constructing and operating a pipeline.

The preferred route was selected through a process that included the following steps:

1. Definition of study area
2. Data collection and resource mapping
3. Preliminary route identification and analysis
4. Route refinement
5. Selection of preferred and alternative routes

2.2 Definition of Study Area

The study area was developed based on the purpose and need considerations for the Project and includes the necessary endpoints at the proposed Bennett Station and at the pipeline intersection in Weld County at Manilla Road, where the Project will continue north to the existing Magellan Crude Oil Terminal. These two endpoints serve as interconnection points to the proposed crude oil infrastructure in Adams and Weld counties and define the northern and southern boundaries of the Adams County study area as shown on Figures 1-4.

The Project study area included a 6-mile wide corridor between the end points to allow for routing flexibility. The western and eastern extent of the study area was determined based on avoidance of surface water features including drainages, floodplains and residential and urban development. In addition, the definition of the study area served to minimize the distance between the two Project endpoints. The study area is primarily within Adams County jurisdiction with tracts of land within the city limits of Aurora.

Major features in the study area include:

- Eastridge Estates and Cavanaugh Hills Subdivisions
- Colorado Air and Space Port
- City of Aurora jurisdictional tracts
- Adams County owned parcels
- Boxelder and Horse Creek Watersheds
- Major roadways
- Existing infrastructure, including electric transmission lines, natural gas pipelines, and oil and gas facilities, distributed throughout the study area

Once the study area was defined, data was then collected and mapped within that extent for further analysis in the routing process.

2.3 Data Collection and Resource Mapping

Data were obtained from multiple sources to identify resources within the Project study area. These data were compiled in a GIS database and are shown on resource maps provided in Appendix A. Digital geographic data were collected from resource management agencies, state and local governments, counties, and utilities. Relevant data included information about natural resources, land use, and cultural resources. Figure titles and the data sources contained within each figure are summarized in Table 1.

Table 1:

Resource Figures Provided in Appendix A

Figure Number	Figure Title	Data Source
A-1	Aerial Map	National Agriculture Imagery Program
A-2	Topographic Map	U.S. Geological Survey (USGS)
A-3	Jurisdiction Map	Adams County 2018
A-4	Zoning Map	Adams County 2018
A-5	Future Land Use Map	Adams County 2018
A-6	Existing Linear Corridors	Ventyx 2016, Tri-State Generation and Transmission, Inc., Anadarko, ATMOS, DCP Midstream, DCP Wattenberg, Interstate Gas, Kinder Morgan, Enterprise Products, and Colorado Interstate Gas
A-7	Transportation Map	Bureau of Transportation Statistics 2015 Colorado Department of Transportation 2017
A-8	Oil and Gas Wells	Colorado Oil and Gas Conservation Commission 2018
A-9	Water Wells Map	CO Division of Water Resources
A-10	Water Resources	National Wetlands Inventory (NWI) 2017, National Hydrography Dataset (NHD) 2017; Federal Emergency Management Agency 2017
A-11	Land Cover	Colorado State University Vegetation Model (2018)

2.3.1 Aerial Imagery

Publicly available aerial imagery (see Figure A-1) was used to identify vacant and open lands and street corridors that might be opportunities for routing alignments. Aerial data from the 2017 National Agriculture Imagery Program was obtained to view the most recent Project study area conditions. Visible constraints included residential developments, other buildings and aboveground infrastructure, airports, water resources and waterbodies.

2.3.2 Topography and Slope

Topography is shown on Figure A-2. Gentle topography and slopes are desirable for pipeline corridors. Steep slopes can present engineering challenges for pipeline construction, but unfavorable topography is not anticipated to be a Project constraint in this area as areas of steep slopes are generally not present within the study area.

2.3.3 Jurisdiction

Jurisdictional tracts of land are shown on Figure A-3. Jurisdictional areas within Project study area include parcels owned by the Colorado State Land Board and within the jurisdiction of the City of Aurora. The Project aims to avoid obtaining easements on parcels owned by the Colorado State Land Board to minimize obtaining easements with state jurisdictions.

The Project study area contains tracts of land located south of East 72nd Avenue and within the city limits of Aurora (see Figure A-3). These tracts are designated by the City of Aurora as part of the Northeast Plains District for the Front Range Airport Subarea. According to Section 146-1003 of the City's Zoning Code, minor utilities (aboveground electrical transmission lines or natural gas pipelines, flood control or drainage facilities, transportation or communications utilities, and similar facilities of public agencies or utilities) are a permitted use. However, the Project aims to avoid encroachment of Aurora's city limits to minimize permitting requirements with multiple jurisdictions.

2.3.4 Land Use/Zoning

DJ South participated in a conceptual review meeting on April 30, 2018, with the Adams County Department of Community Planning and Development for the proposed Matador pipeline. A second meeting was held on July 23, 2018, to include Bennett Station. Per the conceptual review meetings, a CUP application is required and must also address and include all submittal requirements (#13-22) for the Areas and Activities of State Interest (AASI) permit.

The majority of the Project study area in unincorporated Adams County is zoned as Agricultural (see Figure A-4). The Adams County Community and Economic Development Department stated that they would allow the use of land zoned as Agricultural (A-3) for the pipeline and Bennett Station given the approval of the Adams County Planning Department as a conditionally permitted use.

Planned Urban Development (PUD) zones permit all uses that are in general conformity with the Adams County Comprehensive Plan and compatible with the site's physical and environmental characteristics. Proposed land uses should be compatible with the existing, allowed, or conditional land uses adjacent to the proposed development.

AV zones are intended to provide for non-residential land uses associated with aviation operations. DJ South is currently coordinating with the Colorado Air and Space Port (formerly Front Range Airport) and Adams County to review the feasibility of pipeline installations as a conditionally permitted use.

The Adams County Comprehensive Plan outlines the County's objectives for future development within unincorporated areas of the County and in municipal growth areas. It establishes goals, policies, and strategies that would influence day to-day decision-making regarding land use applications, capital improvement planning, and regional coordination efforts with other jurisdictions and agencies. Parcels within the Project study area are predominately designated by Adams County as Agriculture and Mixed Use on the future land use map (see Figure A-5).

Agricultural land uses would primarily be agricultural production, open space, and other non-urban uses incidental to agriculture. The overall purpose for this land use category would be to preserve agricultural areas for long-term farming, conserve environmentally sensitive areas, separate and define urban areas, prevent urban nuisance complaints, and limit the extension of services where they are costly and difficult to provide. The Mixed-Use Employment category primarily serves offices, light manufacturing, distribution, indoor warehousing, airport and technology-related uses; clean industry; and retail businesses and community facilities. Its main purpose is to accommodate a range of employment opportunities with a mix of supporting uses to serve employment needs and increase employment and contribute to the tax base.

The Project proposes to provide transportation services of crude oil from Bennett Station to downstream facilities for storage, processing, and distribution. The gathering pipelines will be constructed by local producers or other midstream companies in the area. DJ South anticipates that construction of this Project would eliminate approximately 2.2 million truck trips from Adams County roads in the first twelve years of the Project, which would reduce emissions, reduce potential conflicts between passenger vehicles and trucks, preserve the integrity of the road networks, and provide the safest and most reliable means of transportation of crude oil through Adams County. In addition, the installation of the Project would allow for the continued cultivation of crops within pipeline easements. Farmland would not be hindered by the Project apart from initial construction activities, the duration of which would be limited to one growing season. Overall, the Project would allow for long-term agricultural practices to continue within the pipeline easements, reduce environmental pollutants and risks to environmentally sensitive areas, minimize truck traffic and impacts to county roads, and boost local employment and contribute to the tax base.

2.3.5 EPA-Registered Sites

Other land use considerations include the potential existence of contaminated areas. A search of registered sites by the U.S. Environmental Protection Agency (EPA) was performed to provide an indication of potential concerns. The intent of the search was to identify potential Comprehensive Environmental Response, Compensation, and Liability Act sites, also known as "Superfund" sites; Resource Conservation and Recovery Act "Brownfield" and Corrective Action sites, and Underground Storage Tank sites. The identification of a site is not necessarily indicative of a contamination issue, although if a site is identified, additional research would be required to determine whether an issue was present.

No EPA-registered sites were identified within the Project study area. The following online sources were used to identify EPA-registered sites, each of which was accessed in July 2018:

Table 2:
Online Sources Used to Identify EPA-Registered Sites

Website Name	Website Link
National Priorities List and Superfund Alternative Approach Sites	https://www.epa.gov/superfund/search-superfund-sites-where-you-live
Superfund Enterprise Management System (SEMS), previously CERCLIS Public Access Database (Searches Active and Non-Active NPL and Non-NPL Sites)	https://cumulis.epa.gov/supercpad/cursites/srchsites.cfm
Enforcement and Compliance History Online	https://echo.epa.gov/
Brownfield Sites by County and Interactive Map	https://www.colorado.gov/cdphe/brownfields
Clean Ups in My Community	https://ofmpub.epa.gov/apex/cimc/f?p=CIMC:73:0:::71:P71_WELSEARCH:CO State CO true true true true true -1 sites N basic
Colorado Department of Labor and Employment, Division of Oil & Public Safety, UST and LUST Program	https://www.colorado.gov/pacific/ops/PetroleumMaps
Corrective Action Sites in CO	https://www.epa.gov/hwcorrectiveactionsites/corrective-action-hazardous-waste-clean-ups-colorado-montana-north-dakota#Colorado

2.3.6 Existing Linear Corridors

Existing linear corridors include major streets, railroads, and utility lines (see Figure A-6). Existing linear corridors are considered opportunity areas for pipeline routing because they have already been developed and are therefore generally considered a compatible land use. In addition, these linear corridors generally provide existing access for construction and maintenance requirements.

Existing utilities include electric transmission lines, substations, power plants and natural gas lines (see Figure A-6). High-voltage electric transmission line corridors traverse the Project study area north/south and are located along County Road 27, entering from the west along East 72nd Avenue, continuing north to the 120th Avenue substation where they diverge east into the Project study area, paralleling County Road 30. Two natural gas pipeline corridors and two electric transmission line corridors traverse the study area. These existing utility line corridors were considered for pipeline routing because their current use is consistent with the proposed Project. Collocating pipelines and high-voltage transmission lines may require additional protections be put in place to eliminate potential issues associated with induced voltage and corrosion on the pipeline.

2.3.7 Transportation

Major streets and their associated rights-of-way (ROWs) are considered opportunities for routing alignments in urbanized areas. Figure A-7 includes transportation features. Major east/west street corridors include Colfax Avenue (Route 36), 88th Avenue, and 144th Avenue. Major north/south street corridors include Cavanaugh Road (County Road 27), Manila Road (County Road 28), and Peterson

Road (County Road 29). Consideration needs to be given to separation requirements between existing utilities (water, gas, electric, etc.) within these roadways, and to traffic control during construction on busy roads where routes parallel or intersect this infrastructure. No railroads or federal or state highways are located within the Project study area.

In addition, the Project study area is in the vicinity of public and private airports including the Colorado Air and Space Port. DJ South is currently coordinating with the Colorado Air and Space Port and Adams County to review the potential installation of the pipeline within airport property and its influence zone.

The Adams County Transportation Plan, which outlines transportation infrastructure completion and funding goals for Adams County, was reviewed in relation to the Project and the proposed Project would not interfere with any plans for transportation development in Adams County.

2.3.8 Oil and Gas Facilities

Oil and gas well locations in the Project study area were identified through the Colorado Oil and Gas Conservation Commission and are shown on Figure A-8. The Project study area is an area of significant oil and gas production. Areas in the immediate vicinity of oil and gas facilities would be avoided for pipeline routing. A gas or water pipeline can interfere with oil and gas well facilities because both pipelines and well infrastructure are buried and may present a need for mitigation. Oil and gas facilities can generally be avoided for routing consideration because they represent a relatively small and noncontiguous tract of land.

2.3.9 Water Resources, Floodplains, Watersheds

Water resources mapped in the Project study area, shown on Figures A-9 and A-10, include major watersheds, waterways, canals, surface water features, water wells, and National Wetlands Inventory (NWI) mapping. There are no floodplains located within the study area based on available Federal Emergency Management Agency mapping information. All of these features would generally be considered avoidance areas for the proposed pipeline alignment. Various surface water features and NWI wetlands, including the Horse Creek and Box Elder Watersheds, are shown within the study area. A wetland and other waters of the United States delineation would be completed as part of the biological resources assessment.

Numerous water wells are shown throughout the Project study area indicating that groundwater is a significant resource in the area. It should be noted that impacts to water wells would be avoided for routing consideration if practicable by altering the location or width of the pipeline ROW.

2.3.10 Land Cover and Vegetation

Land cover types were identified to indicate those that may be compatible or incompatible with pipeline routing. Land-cover mapping (see Figure A-11) shows most of the Project study area to be in areas of undeveloped grassland/herbaceous and cultivated crop vegetation. Grassland/herbaceous vegetation is generally considered an opportunity for pipeline routing given its low intensity of use. Although cultivated cropland would generally be considered a constraint given its higher level of use and economic value, the pipeline would be located underground and would not interfere with agricultural use.

Higher densities of aboveground facilities and urban areas pose a constraint to Project development due to the higher density of residences, their economic values, and permitted land use limitations.

2.3.11 Cultural Resources Assessment

A Class I cultural resources assessment was completed to identify significant cultural, historic, or archaeological resources for Project. A Class II cultural resources survey is proposed for late summer or early fall 2018. The results of a Class I cultural resources survey conducted in June 2018 did not identify any significant cultural, historic, or archaeological resources that could not be avoided; however, a Class II cultural resources will be conducted to identify any significant sites that may be disturbed by the proposed Project activities and avoid them. Should any additional undiscovered paleontological, historic, or archaeological artifacts be uncovered during construction activities that have not previously been identified, such activities would be suspended until a qualified person can evaluate the object of interest.

2.3.12 Biological Resources Assessment

A desktop analysis and a preliminary field reconnaissance was performed to identify wildlife habitat for the Project. The desktop analysis was conducted as part of the biological resources assessment. Field work will be completed prior to construction. Impacts to wetlands will be avoided to the extent practicable using HDD. If construction within a wetland is necessary, DJ South would comply with all federal and state regulations.

The desktop study used aerial imagery, the U.S. Geological Survey (USGS) topographic maps, the USGS National Hydrography Dataset (NHD), and the NWI database, the proposed Project was reviewed for the presence of potential jurisdictional waters of the U.S., including wetlands. The proposed Project appears to intersect numerous named NHD streams, unnamed NHD streams, and unnamed non-stream linear features. According to the USGS topographic map, the NWI database, or a combination of both resources, six ponds were mapped in the proposed Project area. Additionally, the proposed Project intersects nine emergent wetlands based on the online NWI database search completed in July 2018. Each crossing of an aquatic feature that could be considered a potential water of the United States intersected by the proposed Project is listed within Table 2 of the *Matador Project Biological Resources Assessment Report*.¹ The table is not all inclusive of features potentially present within the proposed Project study area. Field verification would be necessary to confirm the existence and boundaries of features present and to estimate proposed Project impacts. The locations of these features are depicted in Figure A-10 in Appendix A.

As a result of the desktop analysis, burrowing owl surveys are planned prior to construction in prairie dog colonies in accordance with Colorado Parks and Wildlife (CPW) protocol if construction is expected within 150 feet of a prairie dog colony between March 15 and October 31 of any year. Burrowing owls are listed as a threatened species by the State of Colorado and are federally protected by the Migratory Bird Treaty Act. The western burrowing owl is locally common in northeast Colorado and utilizes the burrows of prairie dogs within actively inhabited and maintained prairie dog towns for nesting. Potential burrowing owl habitat on or within 150 feet of the proposed Project is anticipated due to the high potential for active

¹ Apex Companies, LLC. 2018. Matador Project Biological Resources Assessment Report. Proposed 41-mile Matador Pipeline and Bennett Station in Adams and Weld Counties, Colorado.

prairie dog colonies. Habitat can be created or become undesirable dependent on current colonization patterns of prairie dogs. Field reconnaissance would be required to determine the locations and boundaries of active colonies, if any, within the Project. Any new construction activities between March 15 and October 31 will be preemptively accompanied by clearance surveys conducted by a qualified biologist.

2.3.13 Negotiations with Private Landowners

Adams County parcel data were reviewed to identify landowners within the Project study area. DJ South is only willing to construct the Project on properties owned by landowners who are willing to negotiate easements for the Project in the study area. DJ South has developed a relationship with landowners in the study area and has responded to concerns from landowners during the routing process. Areas owned by multiple landowners, such as urban areas or areas with subdivided parcels, are considered avoidance areas, because obtaining private easements within these areas would take considerable time and cost.

3. Route Review

Two alternative routes and one preferred route were identified (Figures 1-4) based on preliminary evaluation of routing criteria. These routes were also field reviewed for engineering feasibility and environmental constraints by Project staff. These routes are shown on the resource figures in Appendix A.

3.1 Routes Considered but Eliminated

Multiple pipeline routes and laterals were considered and eliminated based on the pipeline's ultimate objective, potential resource impacts, and length of the routes. The selected alternatives were deemed to be most feasible for Project purposes. A desktop analysis of the preliminary routes was performed in April 2018 through available data/maps or aerial photography to identify site constraints and to analyze feasibility of construction methods. Each of these steps is described in further detail in the following sections.

3.2 Alternative Route Analysis

The routes considered during the routing study are discussed below and are shown on Figures 1-4. Table 3 provides a summary of resource impacts for each route alternative.

Table 3:
Route Alternative Analysis

Resource Review	Preferred Route	Alternative 1	Alternative 2
Total length	21.63 mile	21.49 mile	22.38 mile
NHD crossings	8	10	22
NWI crossings	23	15	25
# of parcels	47	38	51
# of different landowners	29	25	39

Table 3:
Route Alternative Analysis

Resource Review	Preferred Route	Alternative 1	Alternative 2
Length in Aurora	0.00 mile	1.35 mile	2.08 mile
Length in Colorado State Land	0	0	0
Length in Horse Creek Watershed	3.62 mile	0.0 mile	5.41 mile
Length in Boxelder watershed	0.0 mile	0.43 mile	0.0 mile
U.S. Highway crossings	1	1	1
Developed county road crossings (existing roads)	11	13	11
Digitized buildings w/in 500 feet	15	16	11

3.2.1 Alternative Route 1

Alternative Route 1 starts at the proposed Bennett Station located at the northwest corner of Interstate 70 and Manila Road. The route proceeds north and east of Bennett Station and into the Colorado Air and Space Port, following Front Range Airport Perimeter Road. At E 56th Avenue, it runs west towards County Road 27 and north to 120th Avenue where it runs east to Manilla Road and ends at the intersection with Weld County. The segment length is approximately 21.49 miles long. The alternative route was considered because it would follow property boundaries and existing roads and runs along an existing 230-kilovolt (kV) overhead electric transmission line corridor for approximately 6 miles. Additionally, it represents a least-distance option from the Project start point to the Project endpoint.

Analysis and Constraints

Alternative 1 is located primarily within Zone A-3 and the Aviation Overlay of Adams County. Per the conceptual review meeting with Adams County, a CUP application with AASI requirements will be required to assess compatibility with Zone A-3 and the Aviation Overlay. This route would require easements within approximately 38 parcels with 25 different land owners, the lowest number of parcels and land owners of the three proposed route options. Approximately 1.35 miles of the Alternative 1 lays within the city limits of Aurora. A separate land use filing would be required for these impacts; however, the Project aims to avoid encroachment of Aurora's city limits to minimize permitting constraints with multiple jurisdictions.

Impacted parcels are predominately designated as Agriculture and Mixed-Use on the Adams County Comprehensive Plan's Future Land Use Map. The proposed route would be compatible with the future land use designations as stated in Section 3.2.4. However, the proximity of Alternative 1 to the Eastridge Estates and Cavanaugh Hills subdivisions and other residences is a primary concern with this alternative route. Given their proximity, these areas may experience disruption during construction activities, including noise.

The route parallels the existing 230kV transmission line for approximately 6 miles and crosses two natural gas utility corridors. Alternative 1 would be collocated on Colorado Air and Space Port property, which requires additional coordination with the Adams County, the Colorado Air and Space Port, and the Federal Aviation Administration (FAA). In addition, the route crosses 13 developed county roads and 1

U.S. Highway, which means it has the potential to have greater impacts to roadways and traffic in the vicinity of the residential neighborhoods. The pipeline would be bored under all county roads.

No oil and gas or water wells will be impacted as a result of this route. The route would traverse Boxelder Watershed for approximately 0.4 mile. It would cross 10 NHD features and 15 NWI wetlands. Land-cover mapping shows most of the route to be in areas of undeveloped grassland/herbaceous and cultivated crop vegetation. The pipeline would be located underground and would not interfere with agricultural use.

3.2.2 Alternative Route 2

Alternative Route 2 begins at the proposed Bennett Station located at the northwest corner of Interstate 70 and Manila Road. The route proceeds north and east of the Bennett Station property toward the Colorado Air and Space Port where it crosses Route 36 and continues east toward Peterson Road. Alternative 2 follows Peterson Road for approximately 11.7 miles until 128th Avenue where it continues east to Schumaker Road and continues north to the Weld County line. At the intersection of Schumaker Road and Weld County, the route continues west to the northern endpoint at Manilla Road. The segment length is approximately 22.38 miles long. This alternative route was considered because it would follow property boundaries and existing roads while avoiding Colorado Air and Space Port property.

Analysis and Constraints

Similarly, to Alternative Route 1, Alternative Route 2 is located primarily within Adams County Zone A-3. Per the conceptual review meeting with Adams County, a CUP application with AASI requirements will be required for review impacts to Zone A-3. The route is the longest in length and requires easements with the greatest number of parcels and landowners at 51 and 39, respectively, and results in a larger disturbance area with potentially higher economic impacts than Alternative Route 1 or the Preferred Route. Approximately 2.08 miles of the proposed route lies within Aurora's city limits. A separate land use filing would be required for these impacts; however, the Project aims to avoid encroachment of Aurora's city limits to minimize permitting constraints with multiple jurisdictions.

Impacted parcels are predominately designated as Agriculture and Mixed-Use on the Adams County Comprehensive Plan's Future Land Use Map. Alternative 2 would be compatible with the future land use designations as stated in Section 3.2.4. The route parallels the existing 230kV transmission line along its northern boundary with Weld County and crosses two natural gas utility corridors. Alternative 2 also proposes to be collocated on Colorado Air and Space Port property, which would require additional coordination with the Adams County, the Colorado Air and Space Port, and the FAA. In addition, the route crosses 11 developed county roads and 1 U.S. Highway. The pipeline would be bored under all county roads.

No oil and gas or water wells will be impacted as a result of this route. The route would traverse Horse Creek Watershed for approximately 5.41 miles and cross 22 NHD features and 25 NWI wetlands. Land-cover mapping shows most of the route to be in areas of undeveloped grassland/herbaceous and cultivated crop vegetation. The pipeline would be located underground and would not interfere with agricultural use.

3.2.3 Preferred Route

The Preferred Route and alternatives are shown on the Site Plan Sheet Maps (Figure 4). The preferred route has the fewest NHD crossings and does not intersect Aurora's city limits. Additionally, private landowners have expressed a willingness to negotiate easements along the route. The Preferred Route has a similar length, number of NWI crossings, number of parcels and landowners crossed, length in Horse Creek and Boxelder Watershed, U.S. Highway Crossings, developed county road crossings, and digitized buildings within 500 feet compared to the other alternative routes. Additionally, sufficient space appears to be available for minor route adjustments if they are needed during additional field studies or the Adams County permitting process.

The Preferred Project route begins in Adams County at the proposed Bennett Station located at the northwest corner of Interstate 70 and Manila Road. The route proceeds east and north of the Bennett Station property toward the Colorado Air and Space Port, crossing Route 36 and continuing on Front Range Airport Perimeter Road. The route continues north through agricultural land to East 64th Avenue and proceeds west and north onto Manilla Road, where it continues until East 128th Avenue. At East 128th Avenue, the route heads east towards Peterson Road, then continues north following Peterson Road to the Weld County line where it turns west along the Weld County boundary.

Analysis and Constraints

This Preferred Route is located primarily within Adams County Zone A-3 and the Aviation Overlay. Per the conceptual review meeting with Adams County, a CUP application with AASI requirements will be required for review impacts to Zone A-3. This route would require easements across approximately 47 parcels and 25 different landowners. No residential subdivisions are located within the vicinity of this route. The Preferred Route avoids urban areas including the city of Aurora and Eastridge Estates and Cavanagh Hills subdivisions. Land ownership along the preferred route is private, with the exception of Adams County Road ROWs and Colorado Air and Space Port easements.

Impacted parcels are predominately designated as Agriculture and Mixed-Use on the Adams County Comprehensive Plan's Future Land Use Map. The Preferred Route would be compatible with the future land use designations as stated in Section 3.2.4. The Preferred Route crosses an existing 230kV transmission line once it proceeds north of the intersection of Manilla Road and 124th Avenue. It crosses two natural gas utility corridors. The Preferred Route would be collocated on Colorado Air and Space Port property, which would require additional coordination with Adams County, the Colorado Air and Space Port, and the FAA. DJ South is working closely with Colorado Air and Space Port to ensure that the Project would not interfere with airport operations. In addition, the route crosses 11 developed county roads and 1 U.S. Highway. The pipeline would be bored under all county roads.

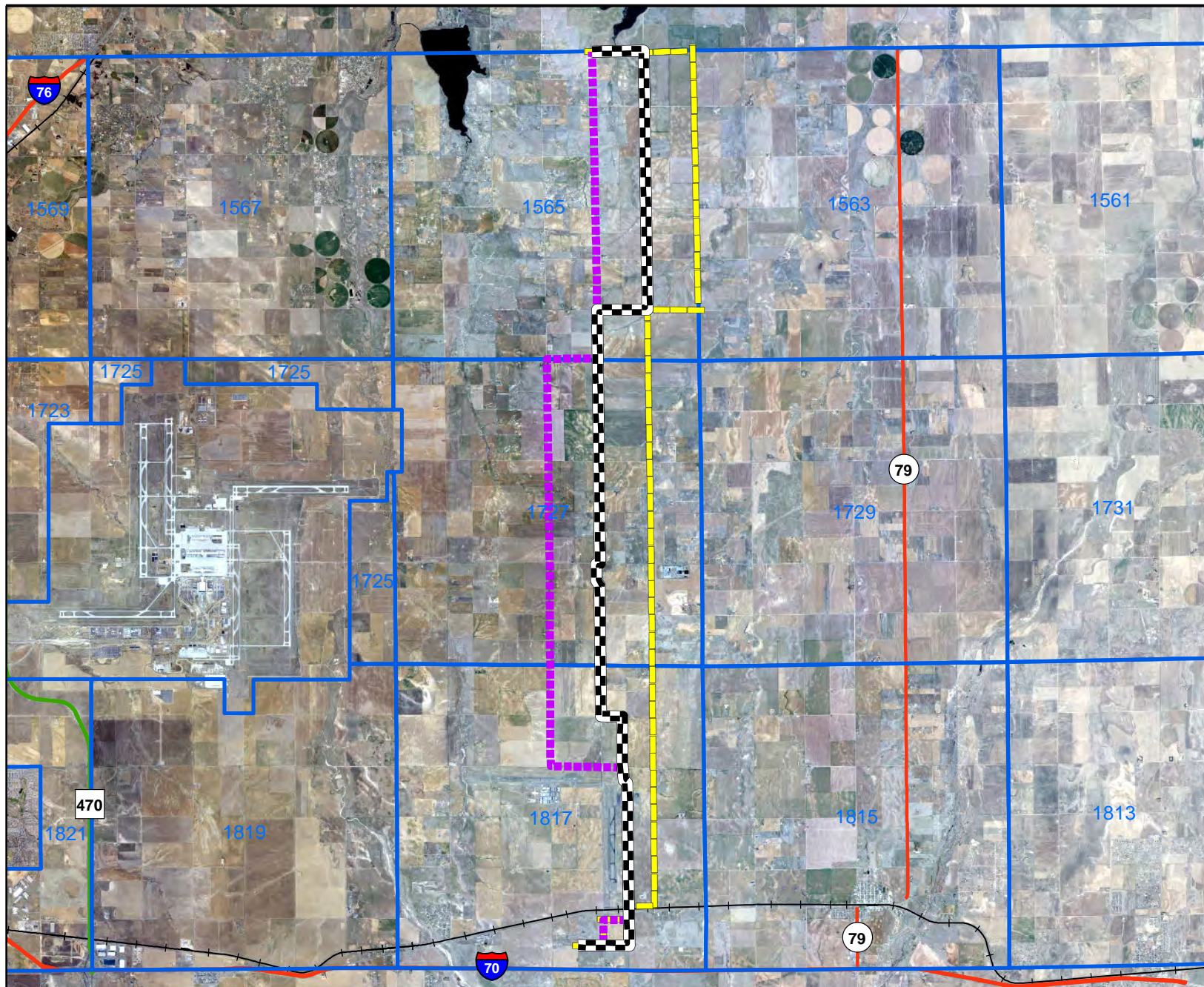
The Preferred Route avoids oil and gas and water wells throughout the study area. Impacts to water features have been reduced to the greatest extent practicable, avoiding floodplains, Box Elder Watershed and minimizing impacts to Horse Creek Watershed for approximately 3.62 miles. Impacts to wetlands will be avoided to the extent practicable using HDD. If construction within a wetland is necessary, DJ South would comply with all federal and state regulations. Impacts to watersheds will be returned to grade. Land-cover mapping shows most of the route to be in areas of undeveloped grassland/herbaceous and

cultivated crop vegetation. Impacts to farmland would be minimal because the route parallels existing Manila Road and Peterson Road ROWs. Furthermore, the pipeline would be located underground and would not interfere with existing or proposed agricultural use.

4. Next Steps

Additional field investigations will be conducted for biological resources prior to construction. Further discussion regarding the biological resources report is included in Section 3.2.12. A Class II literature and records search to identify known prehistoric and historic resources located within the Preferred Route is proposed for early fall 2018.

Based on current permitting submittal and review timeframes provided by Adams County, DJ South anticipates completing the permitting process by March 2019 and entering the construction phase shortly thereafter. Construction is expected to begin in spring 2019 and finish by the end of 2019.



Legend

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

RCU2018-00048

Matador Pipeline

—+— Matador Preferred Route

----- Matador Alternative 1

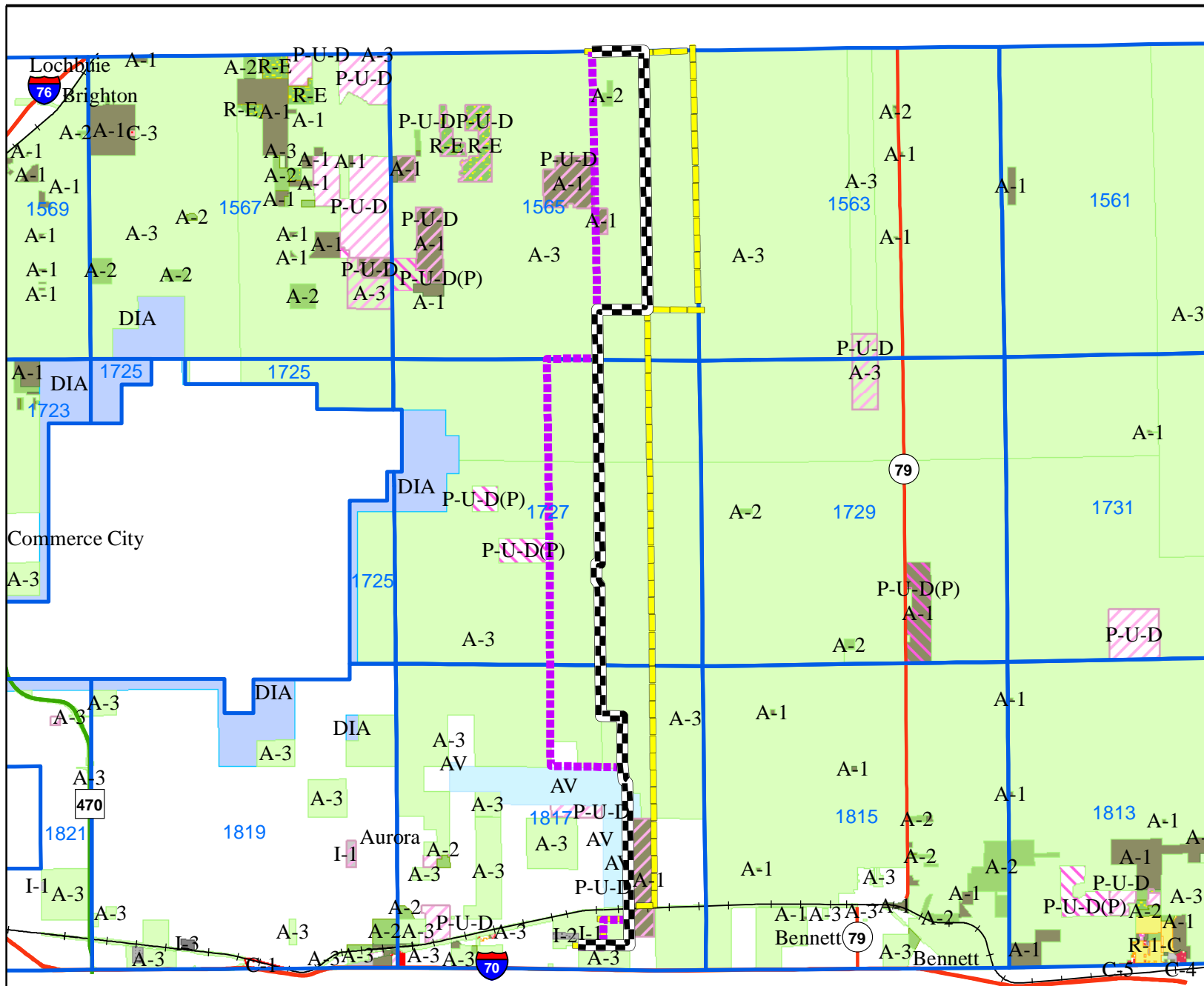
----- Matador Alternative 2



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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)

RCU2018-00048

Matador Pipeline

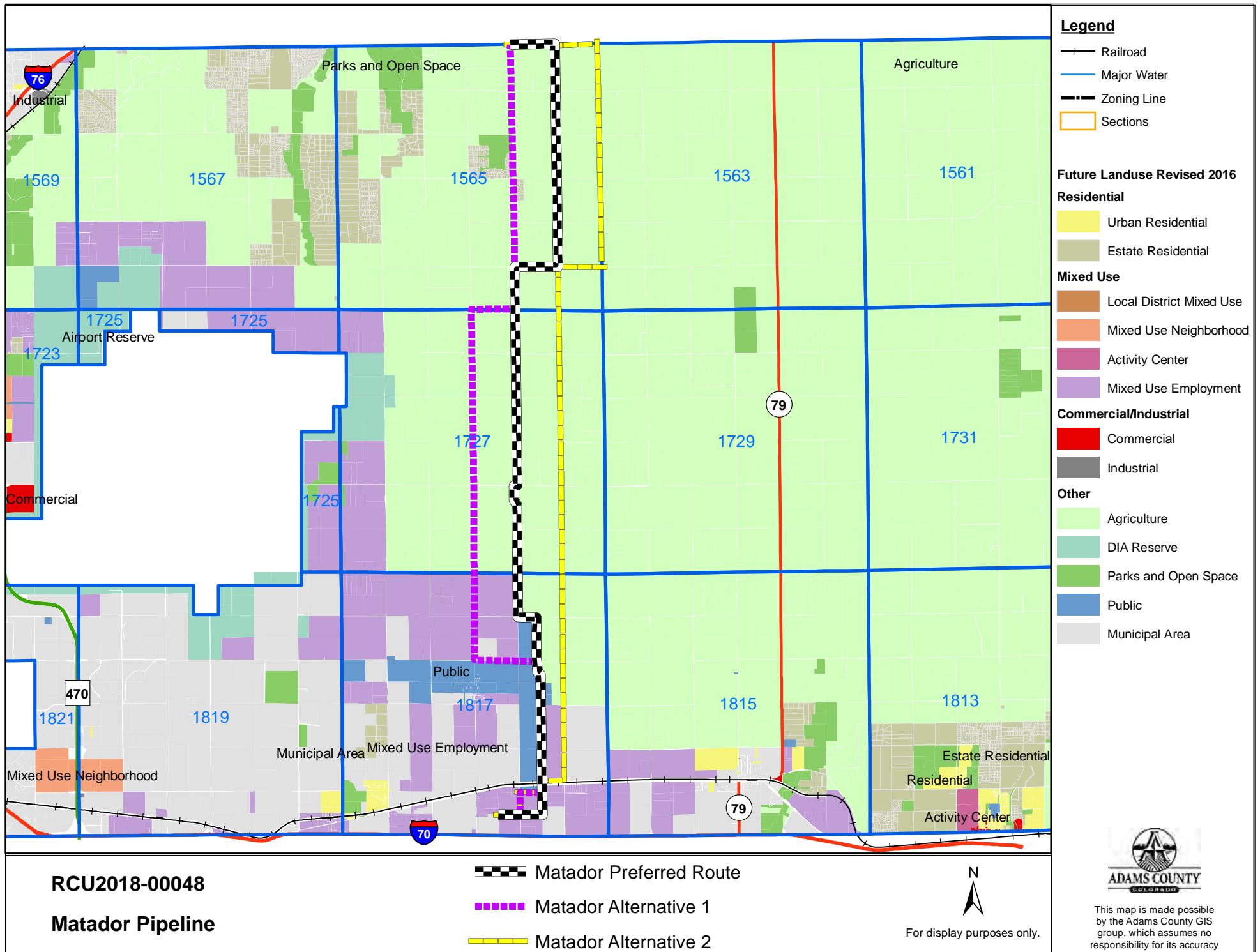
- +— Matador Preferred Route
- Matador Alternative 1
- Matador Alternative 2



For display purposes only.



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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:

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

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.

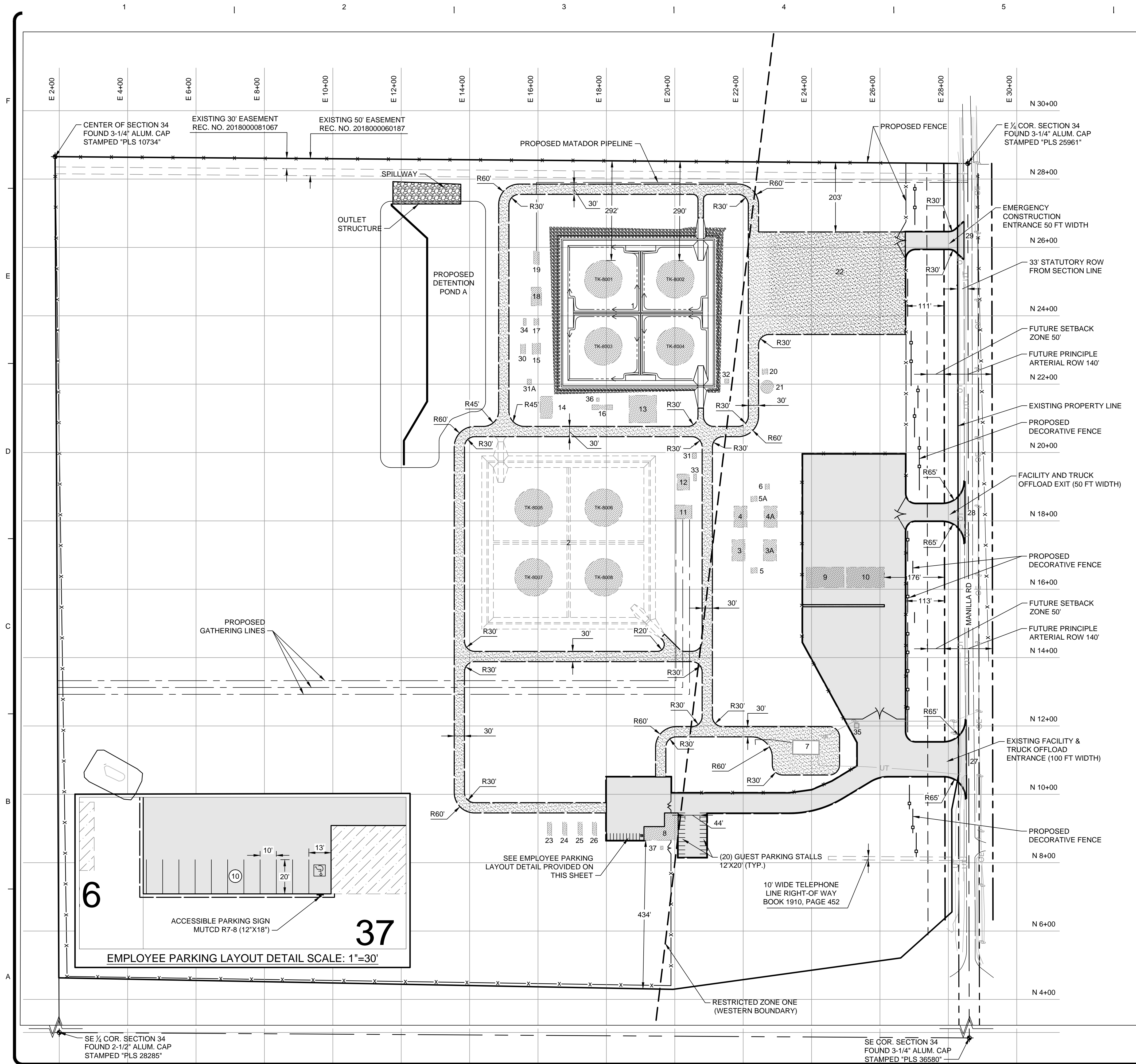
This Agreement may only be modified amended, changed or terminated in whole or in part by a separate agreement in writing duly authorized and executed by the Parties hereto with the same formality, and subject to the same statutory and regulatory requirement, as this Agreement.

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.

EXHIBIT "A"

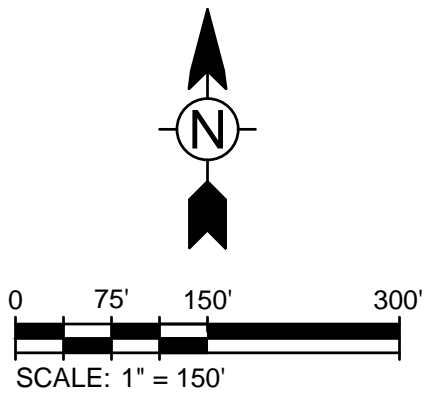
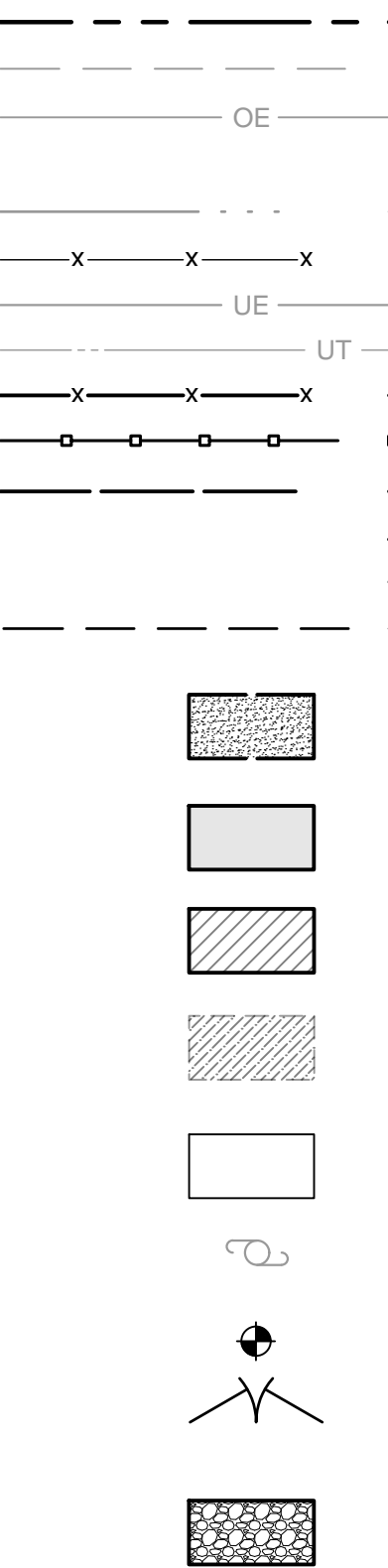
Site Plan and Landscaping Plan for Bennett Station

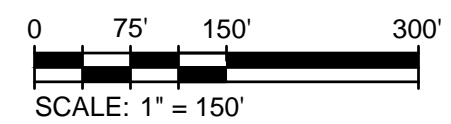
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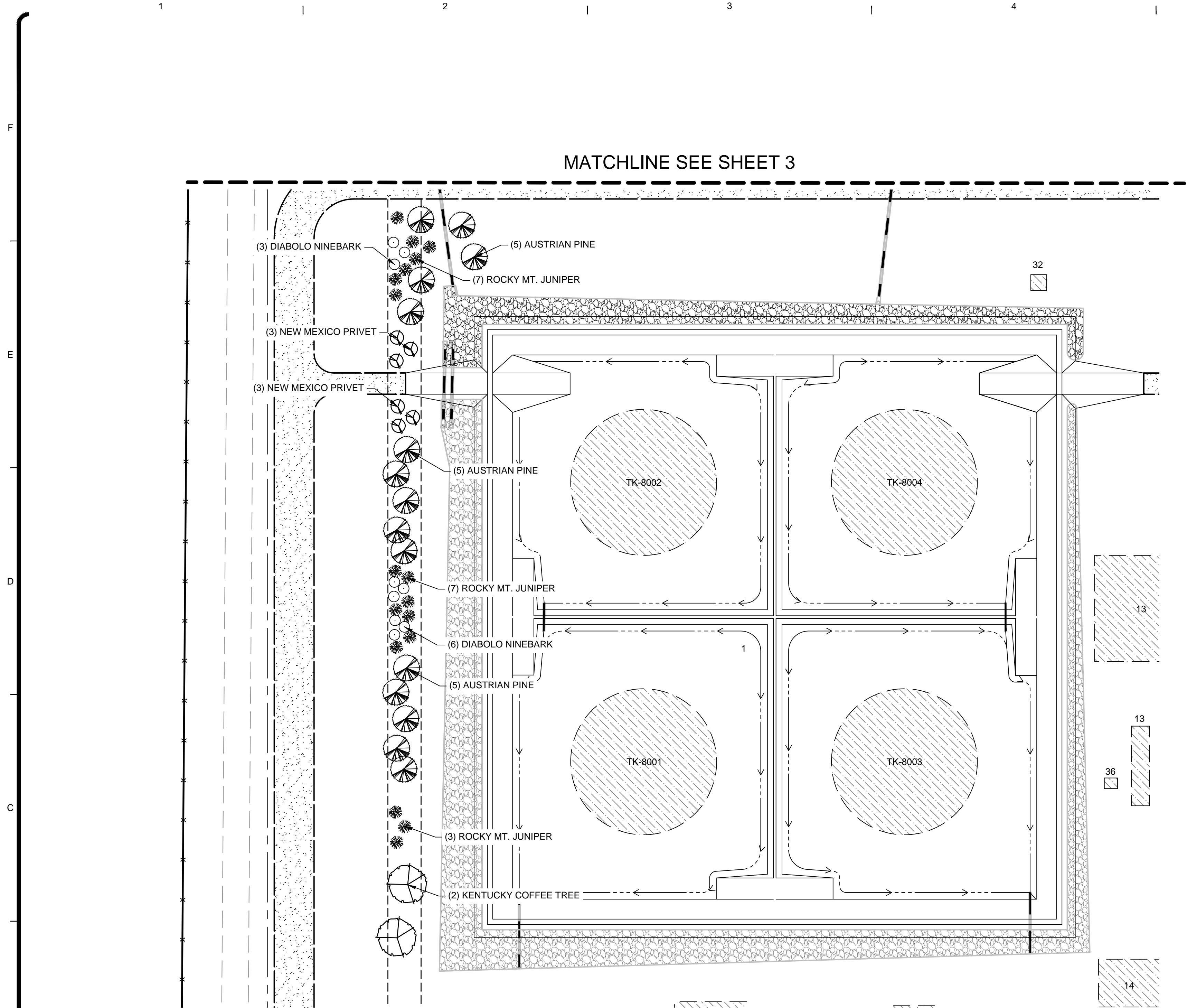
ITEM NUMBER	ITEM DESC
1	(4) 80 K BBL TANKS (56 FT HEIGHT)
2	(4) 80 K BBL TANKS (FUTURE) (56 FT HEIGHT)
3	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)
3A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)
4	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)
4A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)
5	INLET MANIFOLD (FUTURE)
5A	OUTLET MANIFOLD (FUTURE)
6	PUMP TRANSFERS (FUTURE)
7	EXISTING RED BARN
8	OFFICE/SHOP BUILDING
9	(4) TRUCK OFFLOAD BAYS
10	(4) TRUCK OFFLOAD BAYS (FUTURE)
11	INCOMING PIPELINE TRAP AREA
12	INCOMING PIPELINE BALANCE METER AREA
13	TANK INLET MANIFOLD
14	TANK OUTLET MANIFOLD
15	OUTBOUND BOOSTER PUMPS
16	MOTOR CONTROL CENTER BUILDING (MCC)
17	OUTBOUND METER AREA
18	OUTBOUND MAINLINE PUMPS
19	OUTBOUND 16" MATADOR PIPELINE TRAP
20	FIRE WATER TANK PUMP BUILDING
21	FIRE WATER TANK (24FT HEIGHT)
22	LAY-DOWN CONSTRUCTION YARD & MATERIAL
23	TEMPORARY CONSTRUCTION TRAILER
24	TEMPORARY CONSTRUCTION TRAILER
25	TEMPORARY CONSTRUCTION TRAILER
26	TEMPORARY CONSTRUCTION TRAILER
27	EXISTING FACILITY & TRUCK OFFLOAD ENTRANCE
28	FACILITY & TRUCK OFFLOAD EXIT (50FT WIDTH)
29	EMERGENCY & CONSTRUCTION ACCESS (50 FT WIDTH)
30	QA/QC LAB BUILDING
31	SUMP TANK
31A	SUMP TANK
32	COMMUNICATION TOWER (35FT HEIGHT)
33	SMALL VOLUME PROVER
34	SMALL VOLUME PROVER
35	EXISTING WELL HOUSE
36	PERMANENT GENERATOR
37	PERMANENT GENERATOR

LEGEND:





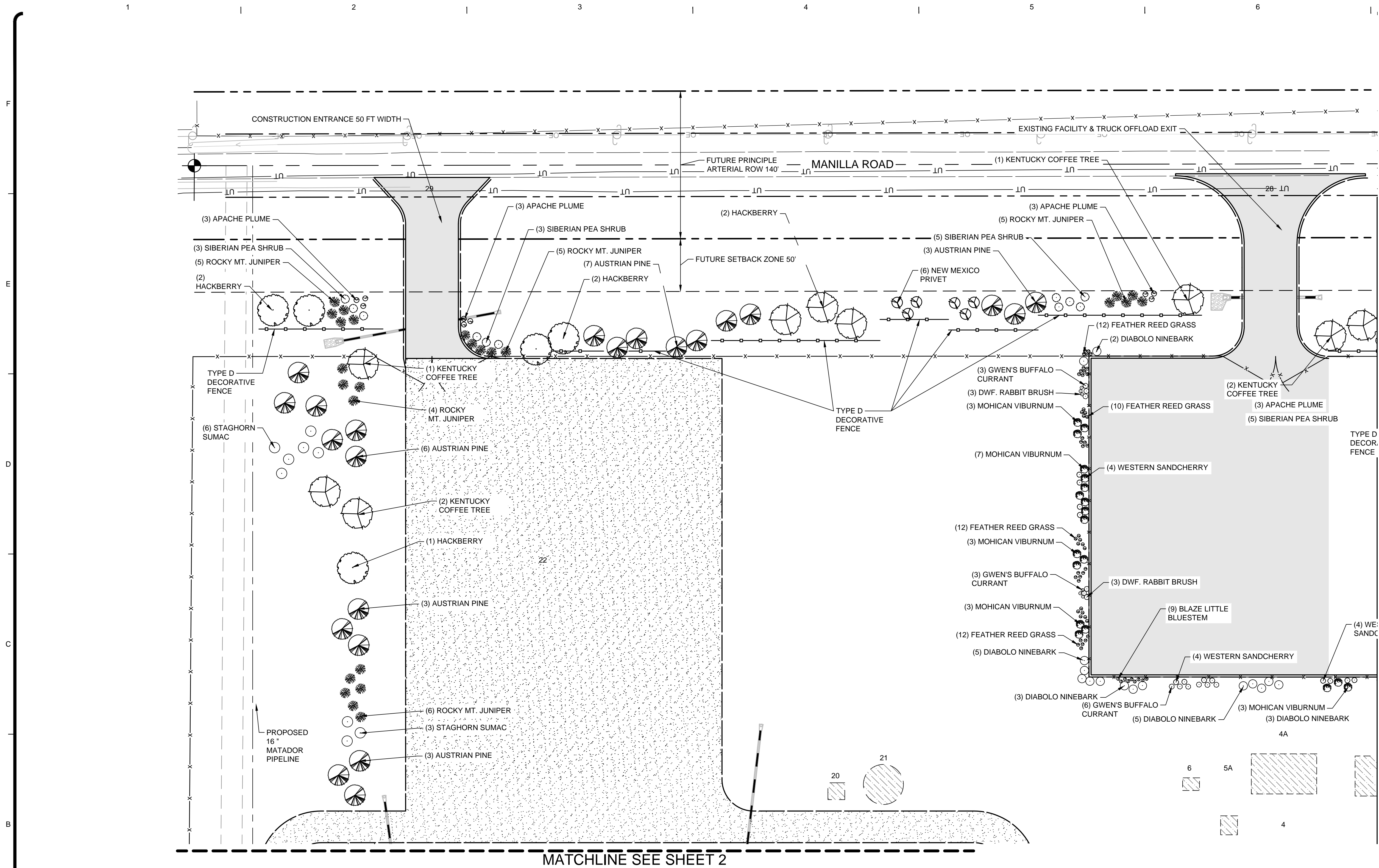
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LEGEND:

	EXISTING SECTION LINE		PROPOSED GRAVEL SURFACE		SECTION CORNER MARKER
	FUTURE RIGHT-OF-WAY LINE		PROPOSED ASPHALT PAVEMENT		PROPOSED GATE
	EXISTING EASEMENT		PROPOSED BUILDING / STRUCTURES		PROPOSED SPILLWAY RIP RAP
	EXISTING OVERHEAD POWER LINE		FUTURE BUILDING		PROPOSED TREES
	EXISTING CONC EQUIPMENT PAD		DETENTION POND		PROPOSED SHRUBS AND BUSHES
	EXISTING DITCH		EXISTING UTILITY POLE		PROPOSED SEEDING AREA
	EXISTING FENCE				
	EXISTING UNDERGROUND ELECTRIC				
	PROPOSED 6' CHAIN LINK FENCE WITH (3) STRANDS OF BARBED WIRE				
	PROPOSED DECORATIVE FENCE				
	PROPOSED EDGE OF GRAVEL ROAD				
	PROPOSED EDGE OF ASPHALT ROAD				
	USR BENNETT STATION BOUNDARY				
	FUTURE SETBACK ZONE				

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LEGEND:

	EXISTING SECTION LINE		PROPOSED GRAVEL SURFACE		SECTION CORNER MARKER
	FUTURE RIGHT-OF-WAY LINE		PROPOSED ASPHALT PAVEMENT		PROPOSED GATE
	EXISTING EASEMENT		PROPOSED BUILDING / STRUCTURES		PROPOSED TREES
	EXISTING OVERHEAD POWER LINE		FUTURE BUILDING		PROPOSED SHRUBS AND BUSHES
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	PROPOSED DECORATIVE FENCE				
	PROPOSED EDGE OF GRAVEL ROAD				
	PROPOSED EDGE OF ASPHALT ROAD				
	USR BENNETT STATION BOUNDARY				
	FUTURE SETBACK ZONE				

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GENERAL NOTES:

1. LOCATION OF ALL PROPOSED TREES AND SHRUBS ON THE PLAN IS CONCEPTUAL AND MAY BE SITE ADJUSTED.
2. THE PROPOSED TREES AND SHRUBS HAVE BEEN CHOSEN BASED ON THE FRONT RANGE TREE RECOMMENDATION RATINGS AND OTHER INFORMATION GATHERED FROM THE ADAMS COUNTY EXTENSION.
3. THE TYPE OF IRRIGATION SYSTEM WILL BE DETERMINED. A WATER TRUCK WILL USED TO WATER THE PROPOSED TREES AND SHRUBS 3-4 TIMES PER WEEK DURING THE FIRST 2 GROWING SEASONS IF A PERMANENT IRRIGATION SYSTEM IS NOT INSTALLED. HAND WATER PROPOSED TREES AND SHRUBS AND ONCE EVERY 3-4 WEEKS IN THE OFF SEASON (OCTOBER-MARCH) WHEN THERE IS NO SIGNIFICANT RAIN OR SNOW AND THE TEMPERATURE IS ABOVE 45° FOR THE FIRST 2 YEARS.
4. RESEED AREAS THAT ARE LARGER THAN 6" DIAMETER WITH THE APPROPRIATE SEED MIX UNTIL AN APPROVED STAND OF GRASS IS ESTABLISHED.
5. WEED MANAGEMENT PLAN TO BE PUT IN PLACE BY OWNER UNTIL A SUITABLE STAND OF GRASS IS ESTABLISHED. CONTROL WEEDS BY MECHANICAL (MOWING) OR WITH HERBICIDE APPLICATIONS DONE IN A TIMELY MANNER IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES.
6. CONTRACTOR TO CALL FOR UTILITY LOCATES AND FIELD VERIFY ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
7. IN CASE OF DISCREPANCY BETWEEN PLANT SCHEDULE AND LANDSCAPE PLAN THE PLAN SHALL SUPERCEDE THE PLANT SCHEDULE.
8. CHANGES IN PLANT MATERIAL MUST BE VERIFIED WITH LANDSCAPE ARCHITECT.
9. TREES AND SHRUBS TO BE TO BE MULCHED WITH DOUBLE SHREDDED WESTERN CEDAR OR REDWOOD TYPE MULCH AT TIME OF PLANTING TO CONSERVE MOISTURE. TREES AND SHRUBS WILL NATURALIZE OVER TIME AND BLEND INTO THE NATIVE GRASSES.
10. MAINTENANCE OF THE LANDSCAPE SHALL BE DONE BY OWNER PER ADAMS COUNTY REGULATIONS.
11. THE WATER ANALYSIS, FOR NEW PLANTINGS DURING THE FIRST 2 GROWING SEASONS, THE DORMANT SEASONS PLUS THE POST ESTABLISHMENT SEASONS HAS BEEN PROVIDED TO THE WATER ENGINEER. THIS INFORMATION WAS INCLUDED IN THE ANALYSIS FOR THE WATER WELL PERMIT.

MAINTENANCE STANDARDS

ALL LANDSCAPING AND REQUIRED BUFFERING SHALL BE CONTINUALLY MAINTAINED INCLUDING IRRIGATION IF APPLICABLE, WEEDING, PRUNING AND REPLACING IN A SUBSTANTIALLY SIMILAR MANNER AS ORIGINALLY APPROVED. THE FOLLOWING SURVIVAL STANDARDS SHALL APPLY TO ALL LANDSCAPING AND REQUIRED BUFFERING:

1. LIVING GROUND COVERS: LIVING GROUND COVERS MUST BE FIFTY PERCENT (50%) ESTABLISHED AFTER THE FIRST GROWING SEASON, AND NINETY PERCENT (90%) ESTABLISHED THEREAFTER.
2. NON-LIVING GROUND COVERS: NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH MUST BE ONE HUNDRED PERCENT (100%) INTACT AFTER ONE (1) YEAR AND EIGHTY PERCENT (80%) INTACT THEREAFTER.
3. TREES AND SHRUBS: TREES AND SHRUBS MUST HAVE A ONE HUNDRED PERCENT (100%) SURVIVAL RATE AFTER ONE (1) YEAR AND A NINETY PERCENT (90%) SURVIVAL RATE THEREAFTER.

NATIVE SANDY SEED MIX

PAWNEE BUTTES SEED CO.

28% SWITCHGRASS
15% INDIAN RICEGRASS
10% SIDEOATS GRAMA
10% LITTLE BLUESTEM
10% WESTERN WHEATGRASS
10% YELLOW INDIANGRASS
5% BIG BLUESTEM
5% SAND BLUESTEM
5% PRAIRIE SANDREED
2% SAND DROPSEED
5% NATIVE PRAIRIE WILDFLOWER MIX

SEEDING NOTES

THIS SEED MIX GROWS 8-12 INCHES TALL WITH AVERAGE RAINFALL, REQUIRES LITTLE TO NO MAINTENANCE AND IS GOOD FOR SOIL STABILIZATION.

SEEDING RATE: DRYLAND: 11 LBS/ACRE

OBTAIN A SOIL TEST FOR AN AVERAGE OF SOIL SAMPLES TAKEN FROM SEVERAL LOCATIONS THROUGHOUT THE SITE.

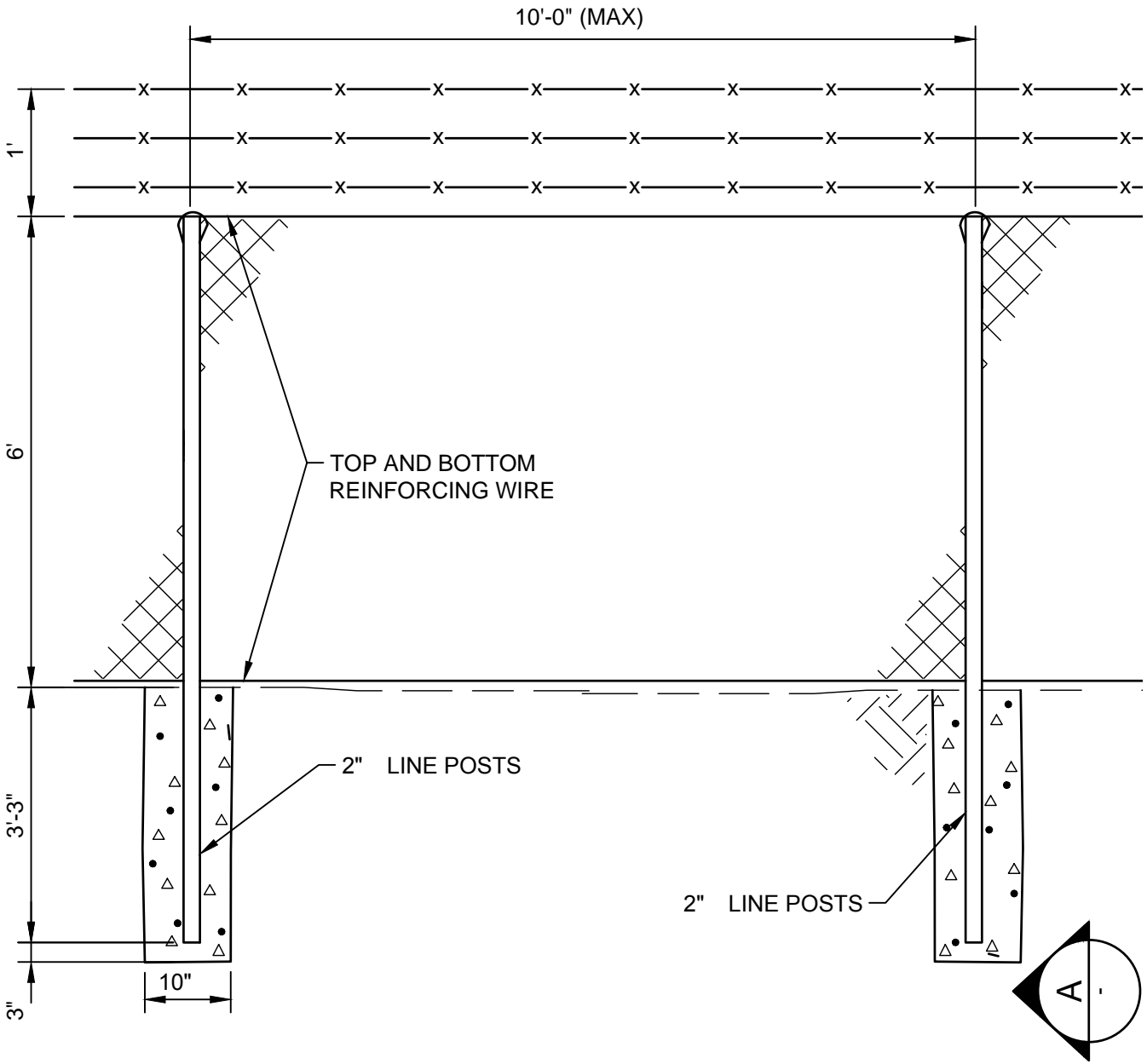
BROADCAST BIOSOL NATURAL ORGANIC FERTILIZER AT A RATE OF 1500-1800 POUNDS PER ACRE, OR AN APPROVED EQUAL UNLESS THE SOIL SAMPLE INDICATES A MORE SUITABLE RATE. APPLY AT THE TIME THE SEED IS DRILLED.

DRILL SEED AT THE RATE OF 11 LBS. (PLS = PURE LIVE SEED) PER ACRE. APPLY TWO TONS OF CERTIFIED WEED FREE STRAW PER ACRE, CRIMPED AND TACKIFIED. BROADCAST SEED ON AREAS THAT ARE TOO STEEP OR TOO SMALL TO BE DRILLED AT THE RATE PER MANUFACTURES SPECIFICATIONS. IF SEED IS BROADCAST HYDROMULCH WITH A SLURRY OF WOOD FIBER AND TACKIFIER AT A RATE PER MANUFACTURER'S RECOMMENDATION.

SEED MAY BE SPRING OR FALL DRILLED BETWEEN THE APPROXIMATE DATES OF MARCH 15TH TO MAY 15TH, OR AUGUST 15TH AND NOVEMBER 15TH.

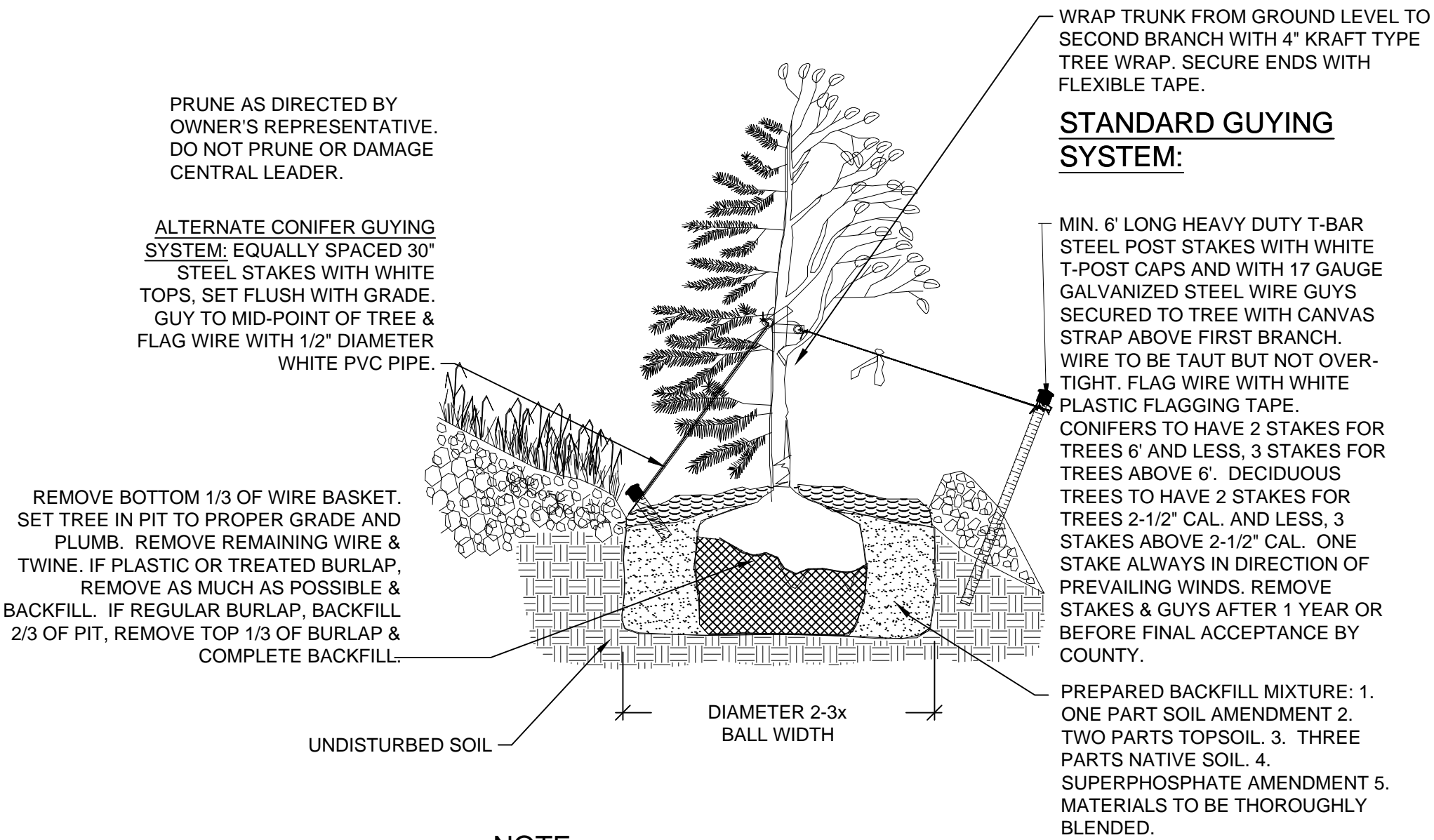
MANAGE WEED GROWTH BY MOWING OR APPLICATION OF A BROADLEAF WEED HERBICIDE UNTIL A SUITABLE STAND OF GRASS IS ESTABLISHED (APPROXIMATELY 2 YEARS).

*FORMULATIONS AND VARIETIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



6' CHAIN LINK SECURITY FENCE WITH (3) STRANDS OF BARBED WIRE

NOT TO SCALE

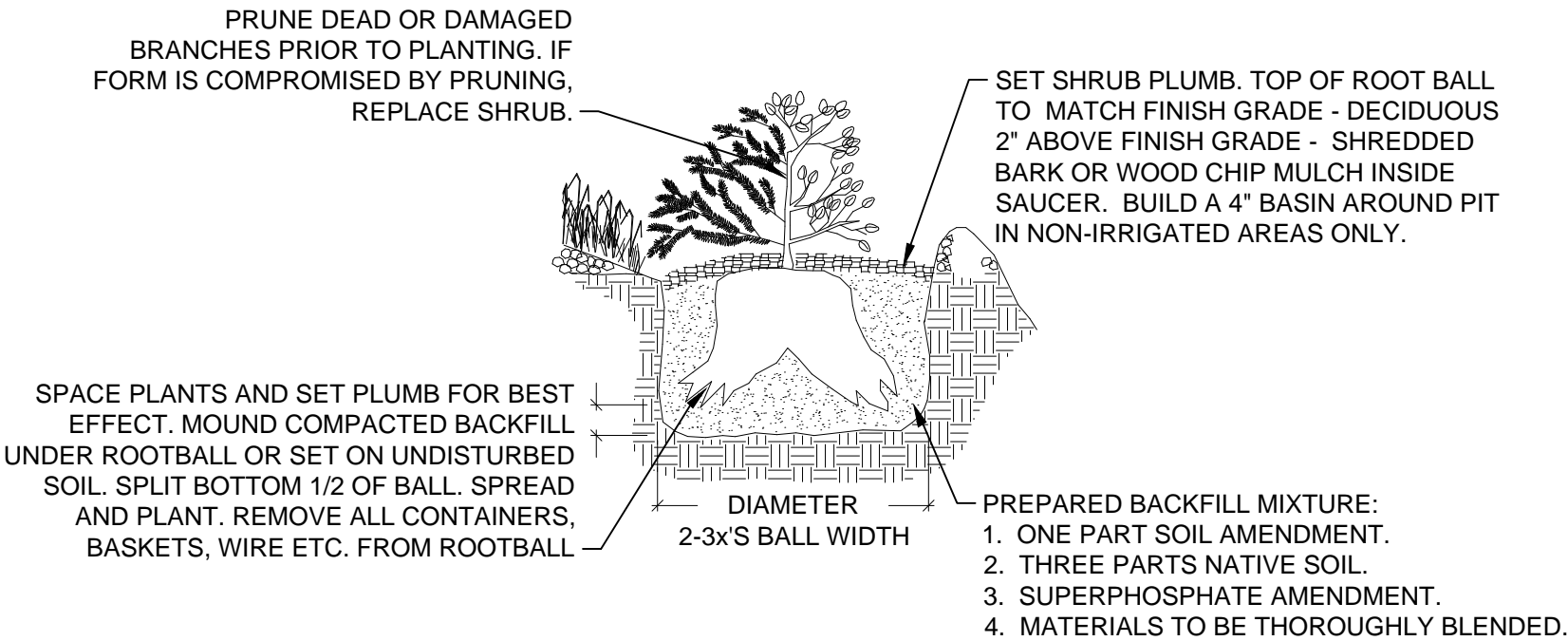


NOTE:

1. SET ROOT BALL OF ALL TREES 2" ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS PER COUNTY STANDARDS. INSTALL A 5" HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. LEAVE BERM & MULCH IN NON-IRRIGATED AREAS.

TREE PLANTING DETAIL ON SLOPE

NTS

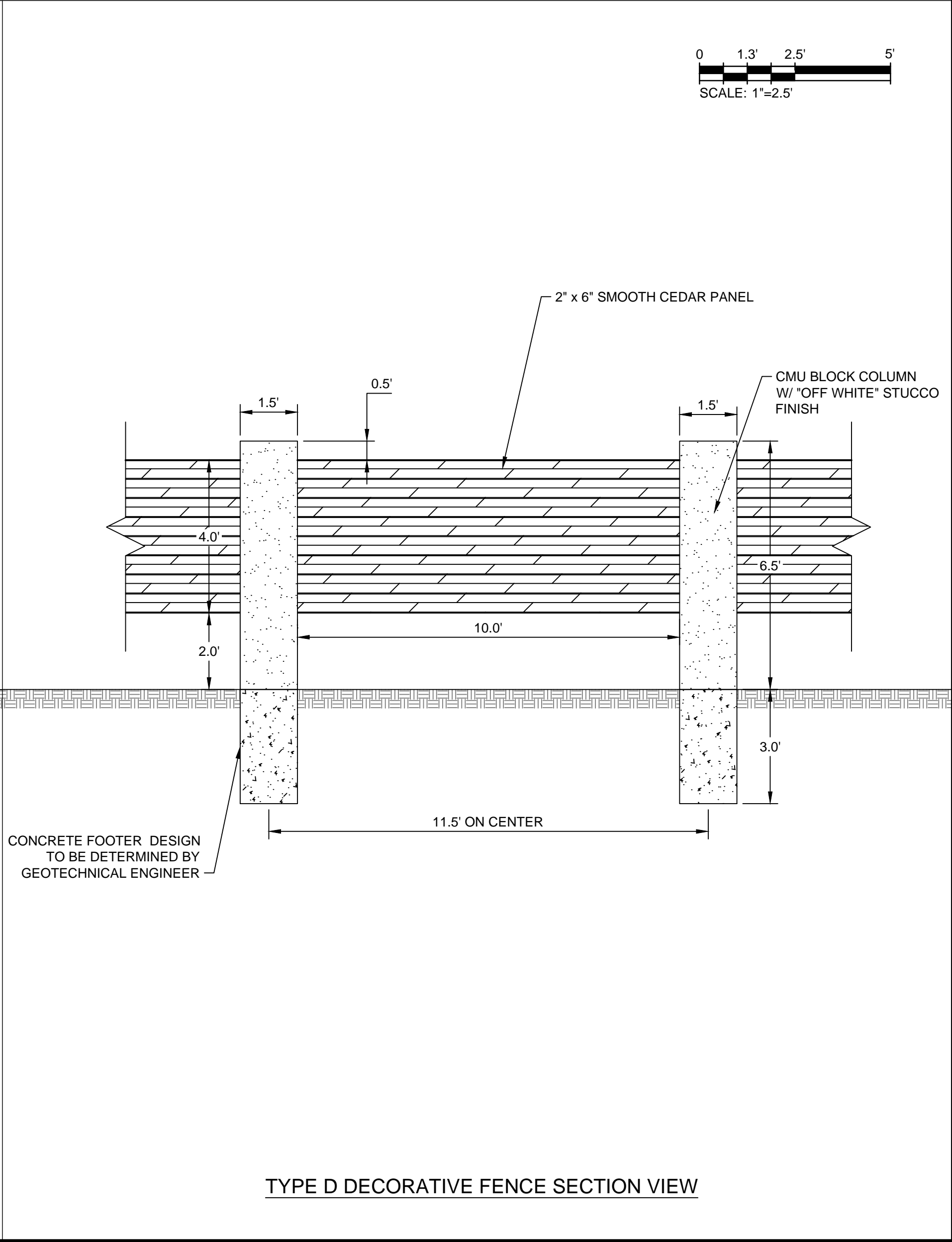
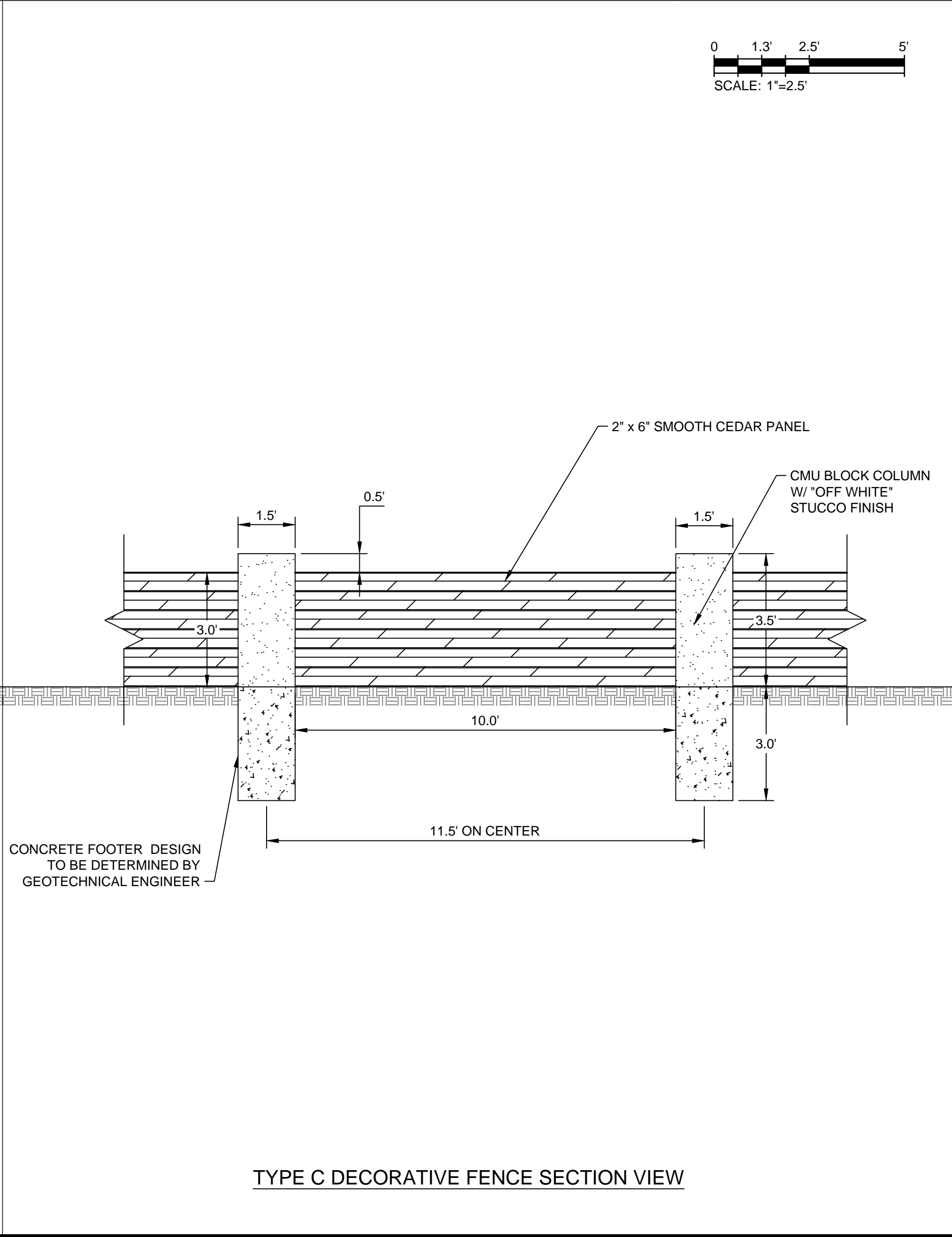
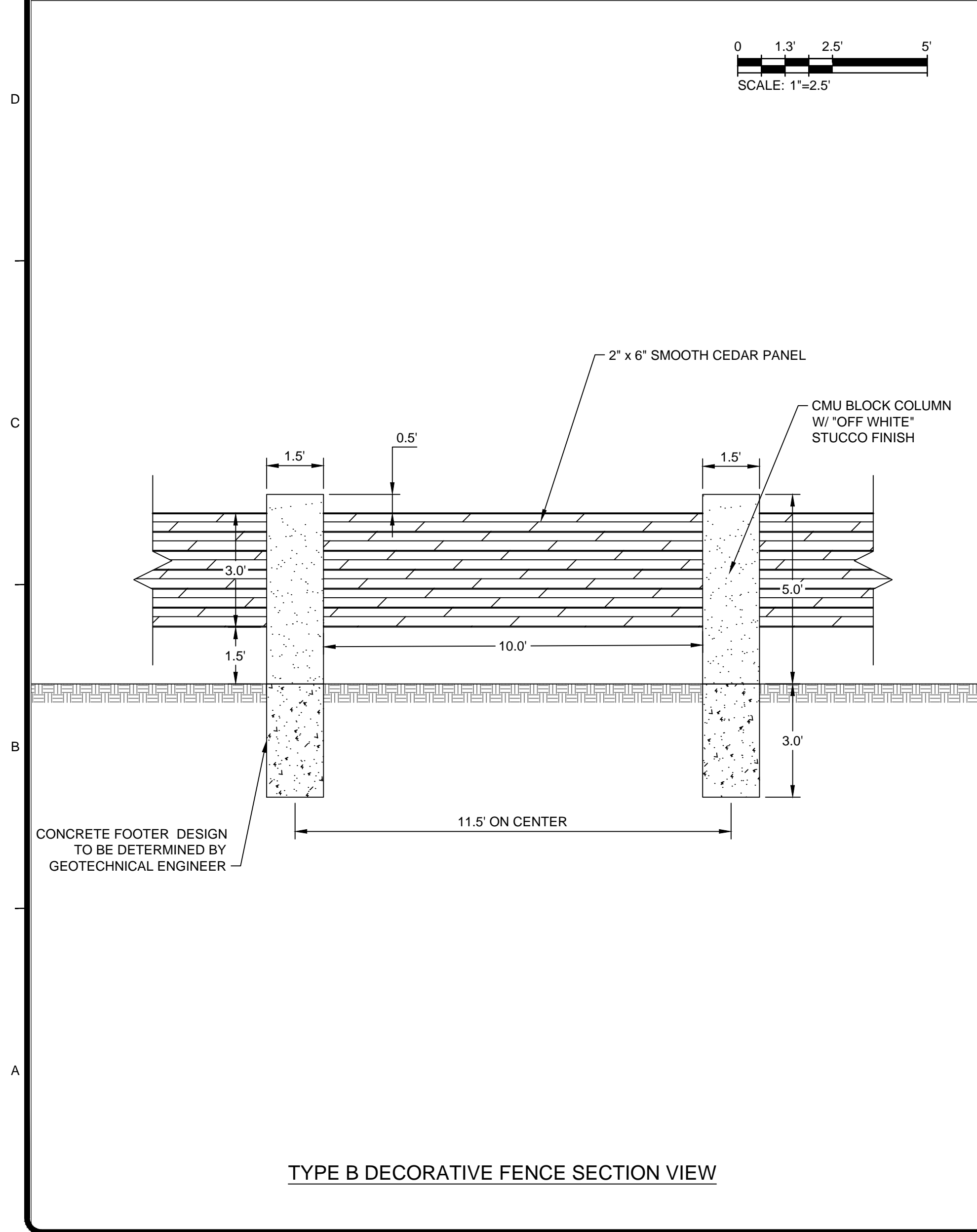
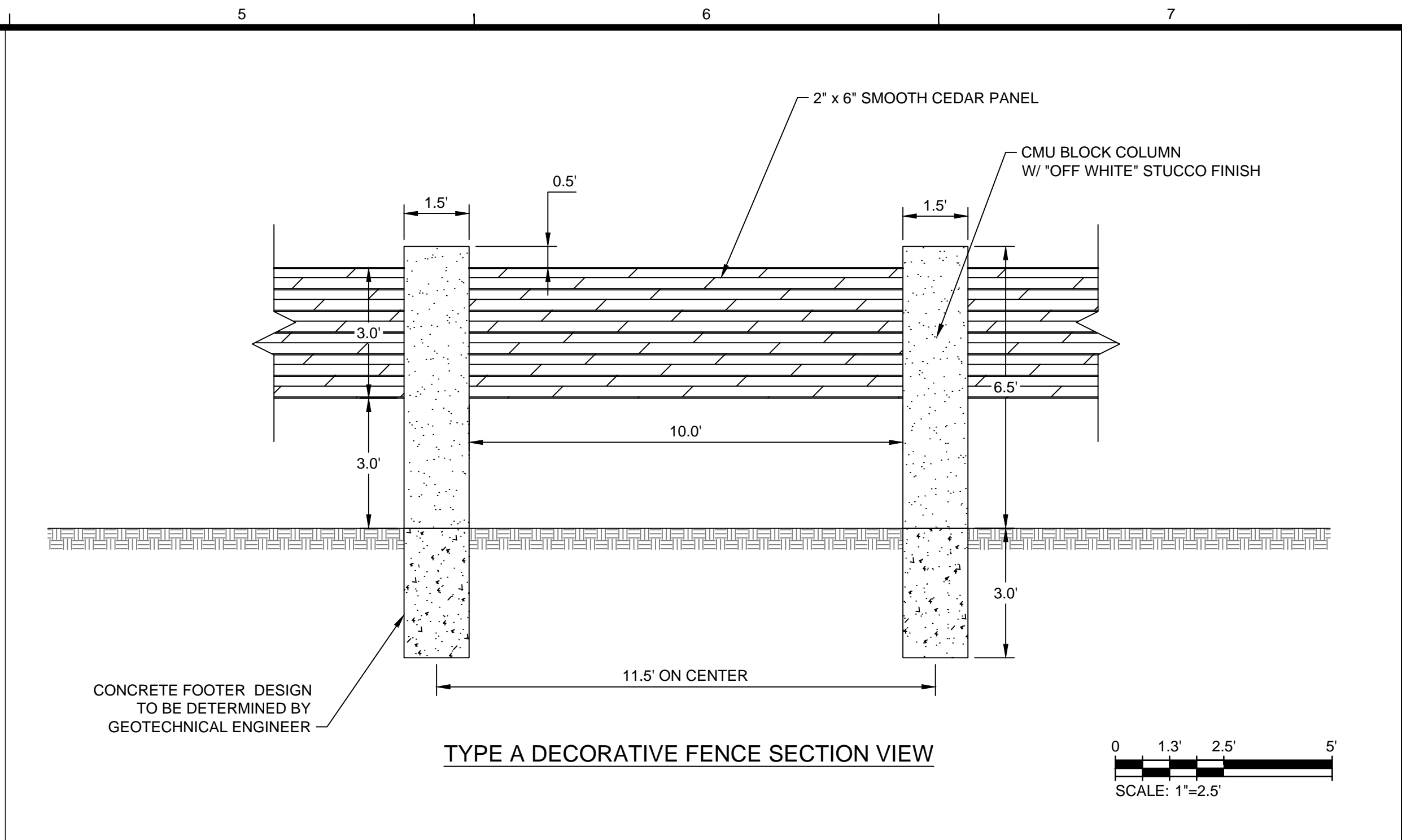
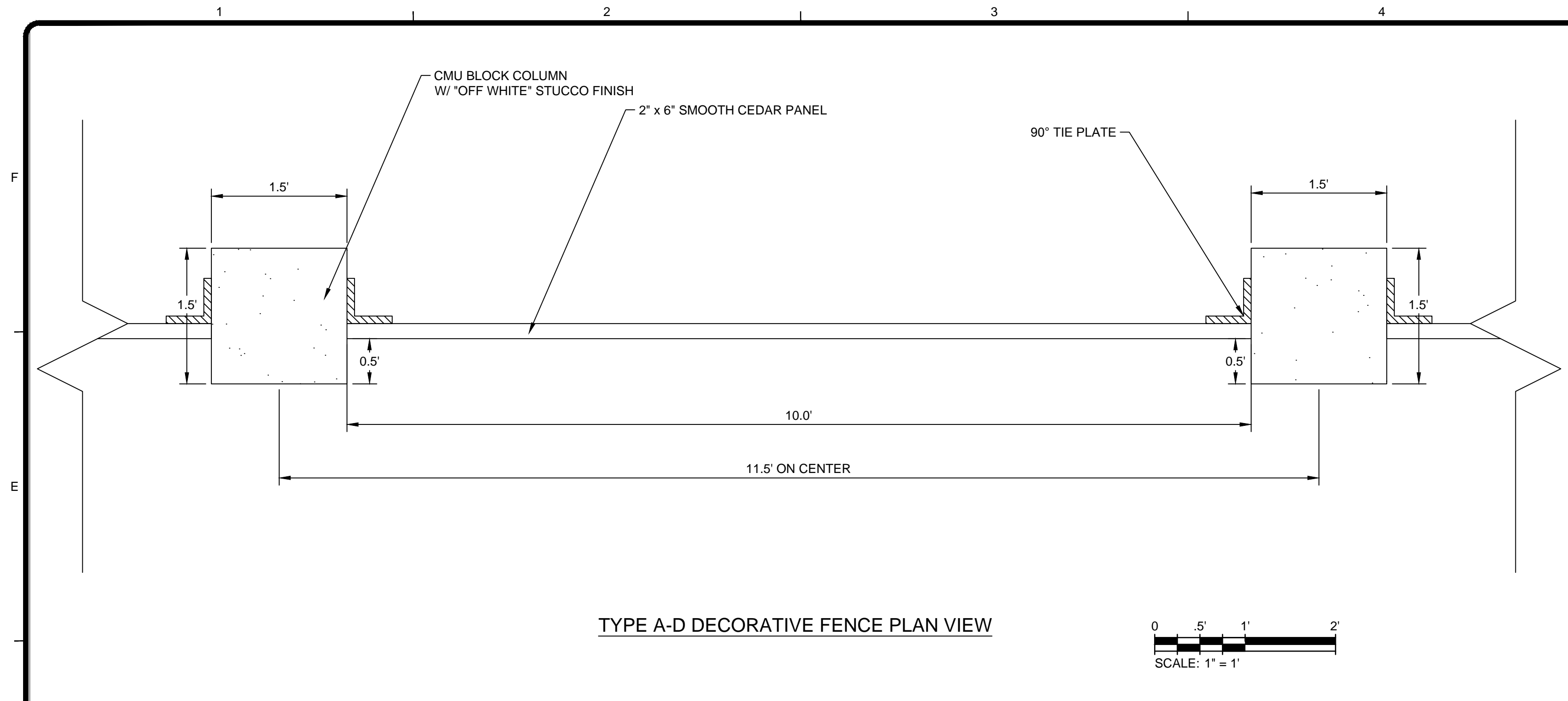


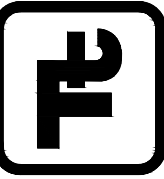
SHRUB PLANTING DETAIL ON SLOPE

NTS

TREE PLANTING DETAIL ON SLOPE
MAY NOT BE NEEDED EDIT TREE
DETAIL FOR LEVEL AREA AS
NECESSARY

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TETRA TECH

www.tetratech.com

1560 Broadway, Suite 1400
Denver, CO 80202
Phone: 303.825.5999 Fax: 303.825.0642

MARK	DATE	DESCRIPTION	BY
	11/16/18	SUBMITTAL UPDATE	KJC

DJ SOUTH GATHERING
BENNETT FACILITY
ADAMS COUNTY, CO

LANDSCAPE DETAILS

Project No.: 200-127427-18005

Designed By: KJC

Drawn By: JRM

Checked By: CDD

6

Copyright: Tetra Tech

Bar Measures 1 inch

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E

D

C

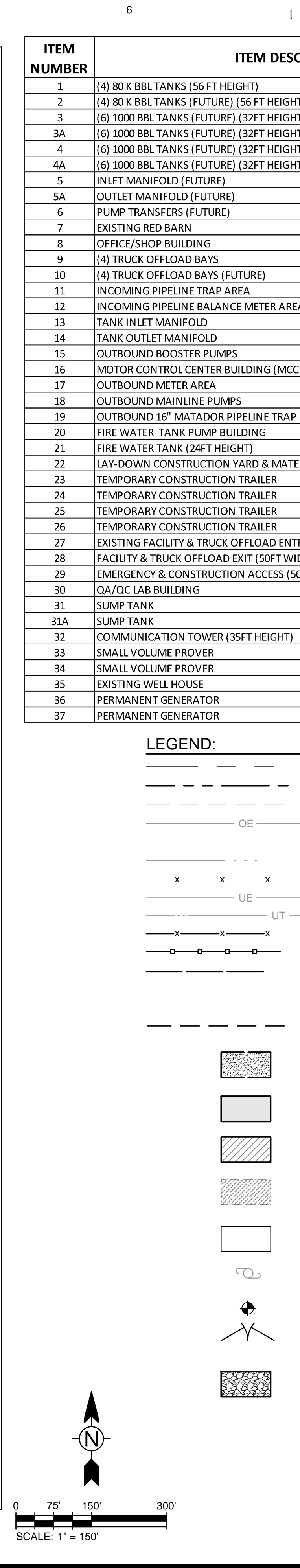
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A

BENNETT TRANSFER STATION LANDSCAPE REQUIREMENTS			
REQUIREMENTS PER ADAMS COUNTY CODE		LOT SIZE	
TOTAL DISTURBED LOT ACREAGE		65 ACRES	
MINIMUM LANDSCAPE REQUIREMENT		CODE REQUIREMENT	ACREAGE/ SQUARE FEET REQUIRED
		10% OF TOTAL LOT ACREAGE	6.5 ACRES / 283,140 SQUARE FEET
REDUCED PERCENTAGE OF LIVING LANDSCAPE MATERIAL		50% OF REQUIRED LANDSCAPE ABUTTING ROW	ACREAGE/ SQUARE FEET REQUIRED
			3.25 ACRES / 141,570 SQUARE FEET
MINIMUM ORGANIC LANDSCAPING MATERIAL		100%OF THE DISTURBED LOT THAT THAT IS NOT IN HARDSCAPE WILL BE RESEEDD AS NECESSARY WITH NATIVE GRASSES WITH THE ADDITION OF 144 TREES A	
TWENTY-FIVE FOOT WIDE AREA ALONG THE ROAD RIGHT-OF-WAY		A 25' WIDE AREA ALONG THE RIGHT-OF-WAY HAS BEEN PROVIDED	TREES AND SHRUBS REQUIRED
		1 TREE AND 2 SHRUBS /40 LINEAR FEET (1998 LINEAR FEET)	50 TREES AND 100 SHRUBS

ITEM NUMBER	ITEM DESCRIPTION	ITEM SIZE
1	(4) 80 K BBL TANKS (56 FT HEIGHT)	110' DIA
2	(4) 80 K BBL TANKS (FUTURE) (56 FT HEIGHT)	110' DIA
3	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
3A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
4	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
4A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
5	INLET MANIFOLD (FUTURE)	18' X 16'
5A	OUTLET MANIFOLD (FUTURE)	18'X 16'
6	PUMP TRANSFERS (FUTURE)	12' X 16'
7	EXISTING RED BARN	34' X 50'
8	OFFICE/SHOP BUILDING	100' X 80'
9	(4) TRUCK OFFLOAD BAYS	110' X 60'
10	(4) TRUCK OFFLOAD BAYS (FUTURE)	110' X 60'
11	INCOMING PIPELINE TRAP AREA	40' X 50'
12	INCOMING PIPELINE BALANCE METER AREA	30' X 400'
13	TANK INLET MANIFOLD	80' X 80'
14	TANK OUTLET MANIFOLD	36' X 64'
15	OUTBOUND BOOSTER PUMPS	24' X 32'
16	MOTOR CONTROL CENTER BUILDING (MCC)	14' X 60'
17	OUTBOUND METER AREA	14' 20'
18	OUTBOUND MAINLINE PUMPS	30' X 54'
19	OUTBOUND 16" MATADOR PIPELINE TRAP	16' X 40'
20	FIRE WATER TANK PUMP BUILDING	16' X 16'
21	FIRE WATER TANK (24FT HEIGHT)	38' DIA
22	LAY-DOWN CONSTRUCTION YARD & MATERIAL STORAGE AREA	400' X 300'
23	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
24	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
25	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
26	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
27	EXISTING FACILITY & TRUCK OFFLOAD ENTRANCE (100FT WIDTH)	100' WIDE
28	FACILITY & TRUCK OFFLOAD EXIT (50FT WIDTH)	50' WIDE
29	EMERGENCY & CONSTRUCTION ACCESS (50FT WIDTH)	50' WIDE
30	QA/QC LAB BUILDING	14' X 30'
31	SUMP TANK	10' X 12'
31A	SUMP TANK	10' X 12'
32	COMMUNICATION TOWER (35FT HEIGHT)	12' X 12'
33	SMALL VOLUME PROVER	8' X 20'
34	SMALL VOLUME PROVER	8' X 20'
35	EXISTING WELL HOUSE	20' X 20'
36	PERMANENT GENERATOR	8' X 10'
37	PERMANENT GENERATOR	8' X 10'

PLANT SCHEDULE				
COMMON NAME	BOTANICAL NAME	SIZE	MATURE HEIGHT	MATUR WIDTH
TREES, EVERGREENS, UPRIGHT JUNIPERS, TC				
KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	2" CAL. B&B	50-60'	40-50'
NEW MEXICO PRIVET	FORESTIERA PUBESCENS VAR.PUBESCENS	5'B&B	8-12'	6-8'
WESTERM HACKBERRY	CELTUS OCCIDENTALIS	2" CAL. B&B	50-60'	40-50'
AUSTRIAN PINE	PINUS NIGRA	6'B&B	40-60'	30-40'
ROCKY MT. JUNIPER	JUNIPERUS SCOPULORUM	6' B&B	20-30'	8-12'
SHRUBS, ORNAMENTAL GRASSES TC				
APACHE PLUME	FALLUGIA PARADOXEA	#5 CONT.	3-6'	3-6'
STAGHORN SIUMAC	RHUS TYPHINA	#5 CONT.	10-25'	10-15'
SIBERIAN PEA SHRUB	CARAGANA ABORESCENS	#5 CONT.	10-15'	8-12'
DWARF BLACK CHOKEBERRY 'IROQUOIS BEAUTY'	ARONIA MELAOCARPA 'IROQUOIS BEAUTY'	#5 CONT.	48-54"	30-36"
DWARF BLUE RABBITBRUSH	ERICAMERIA NAUSEOSA SPP. NAUSEOSA VAR. NAUSEOSA	#5 CONT.	1-4'	1-4'
GWEN'S BUFFALO CURRANT	RIBES AUREUM GWENS BUFFALO CURRANT	#5 CONT.	4-6'	4-6'
GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	#5 CONT.	2-3'	6-8'
LEAD PLANT	AMORPHA CANESCENS	#5 CONT.	2-4'	2-4'
MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN '	#5 CONT.	6-8'	6-8'
DIABOLO NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DIABOLO'	#5 CONT.	6-8'	6-8'
WESTERN SANDCHERRY	PRUNUS BESSEYI	#5 CONT.	4-6'	4-6'
LITTLE BLUESTEM GRASS 'BLAZE'	SCHIZACYRIUM SCOPARIUM 'BLAZE'	#1 CONT.	3-4'	24-30"
FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	#5 CONT.	4-5'	18-24'



LEGEND:

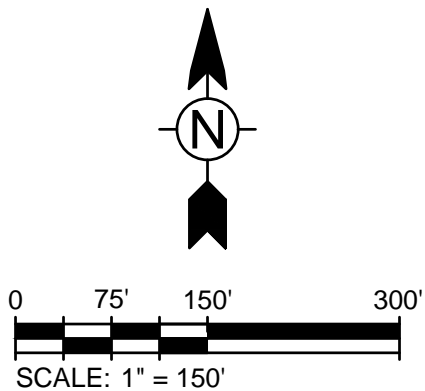
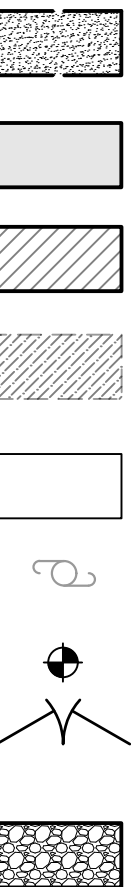
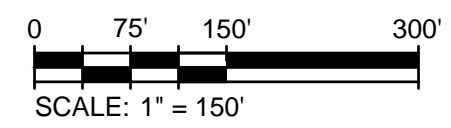
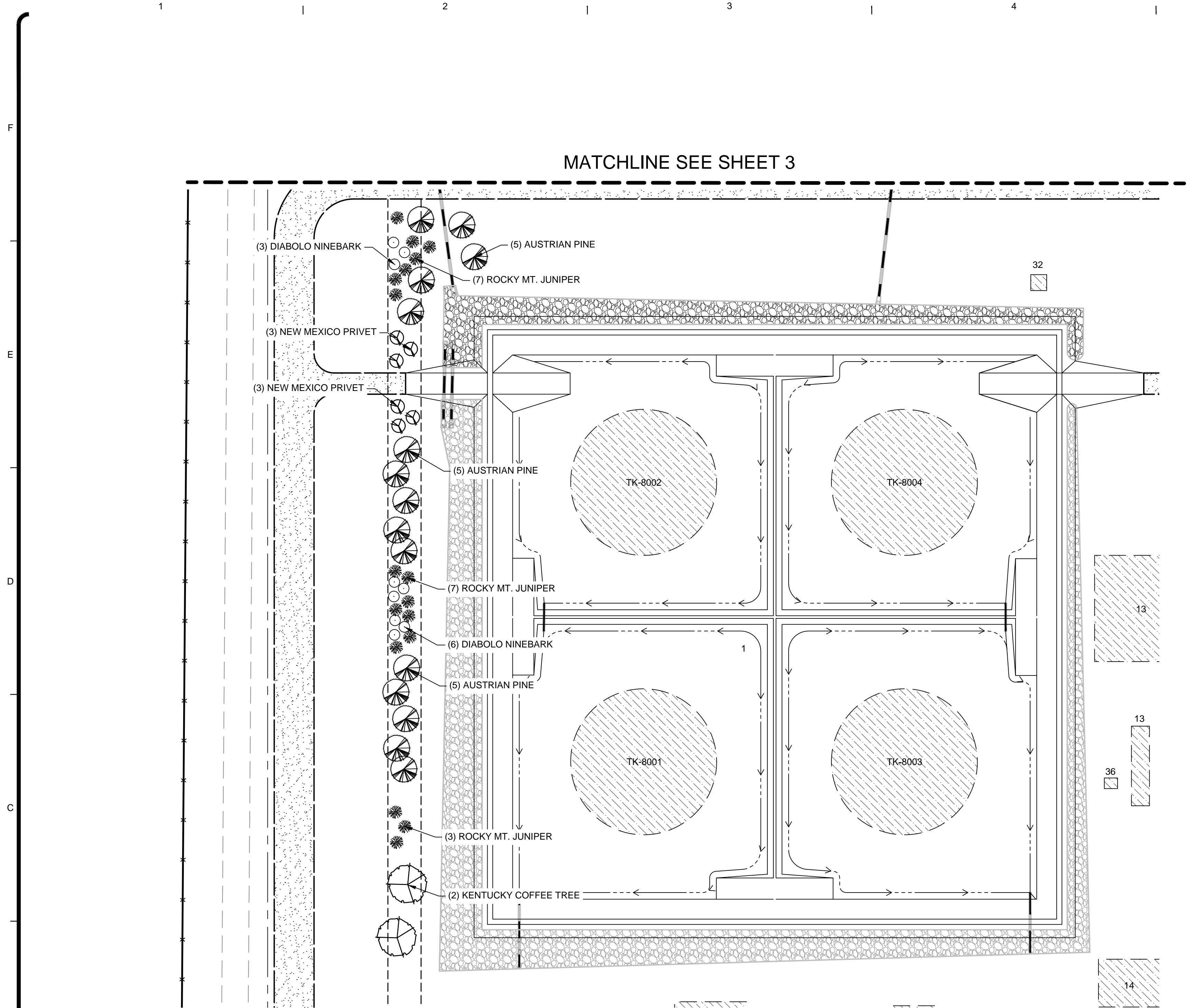


Table 1: Proposed Structure Setbacks for Bennett Station

Item Number	Building	Setback from North Property Line (Feet)	Setback from Manilla Road Section Line (Feet)	Setback from Future Manilla Road Right-of-Way (Feet)	Setback from South Property Line (Feet)	Setback from East Property Line (Feet)
1	TK-8001	291.6	1011.4	941.4	2018.2	981.4
1	TK-8002	290.0	800.9	730.9	2022.1	770.9
1	TK-8003	488.1	1011.7	941.7	1821.7	981.7
1	TK-8004	486.5	801.2	731.2	1825.7	771.2
2	TK-8005	961.4	1216.4	1146.4	1346.2	1186.4
2	TK-8006	959.8	1011.4	941.4	1350.0	981.4
2	TK-8007	1165.0	1216.7	1146.7	1142.6	1186.7
2	TK-8008	1163.5	1011.7	941.7	1146.4	981.7
3A	(6) 1000 BBL Tanks (Future) (32FT HEIGHT)	1104.9	561.5	491.5	1214.2	531.5
4A	(6) 1000 BBL Tanks (Future) (32FT HEIGHT)	1006.5	559.3	489.3	1312.3	529.3
7	Existing Red Barn	1691.5	437.6	367.6	633.9	407.6
8	Office/ Shop Building	1906.4	850.2	780.2	434.2	800.2
9	(4) Truck Offload Bays	1184.0	364.4	294.4	1113.8	334.4
10	(4) Future Truck Offload Bays	1183.2	246.0	176.0	1097.5	216.1
16	Motor Control Center Building	714.2	1040.2	970.2	1692.0	1010.2
20	Fire Water Tank Pump Building	605.2	586.1	516.1	1762.1	556.1
21	Fire Water Tank	638.7	568.7	498.7	1705.6	538.7
23	Temporary Construction Trailer	1935.4	1220.1	1150.1	442.8	1170.2
24	Temporary Construction Trailer	1935.0	1175.9	1105.9	443.7	1125.9
25	Temporary Construction Trailer	1934.7	1130.8	1060.8	444.5	1080.8
26	Temporary Construction Trailer	1934.4	1088.7	1018.7	445.3	1038.7
30	QA/QC Lab Building	537.6	1294.5	1224.5	1849.5	1264.5
31	Sump Tank	852.4	795.0	725.0	1544.9	765.0
31A	Sump Tank	640.4	1277.3	1207.3	1760.9	1247.3
32	Communication Tower	635.6	699.9	629.9	1751.9	669.9



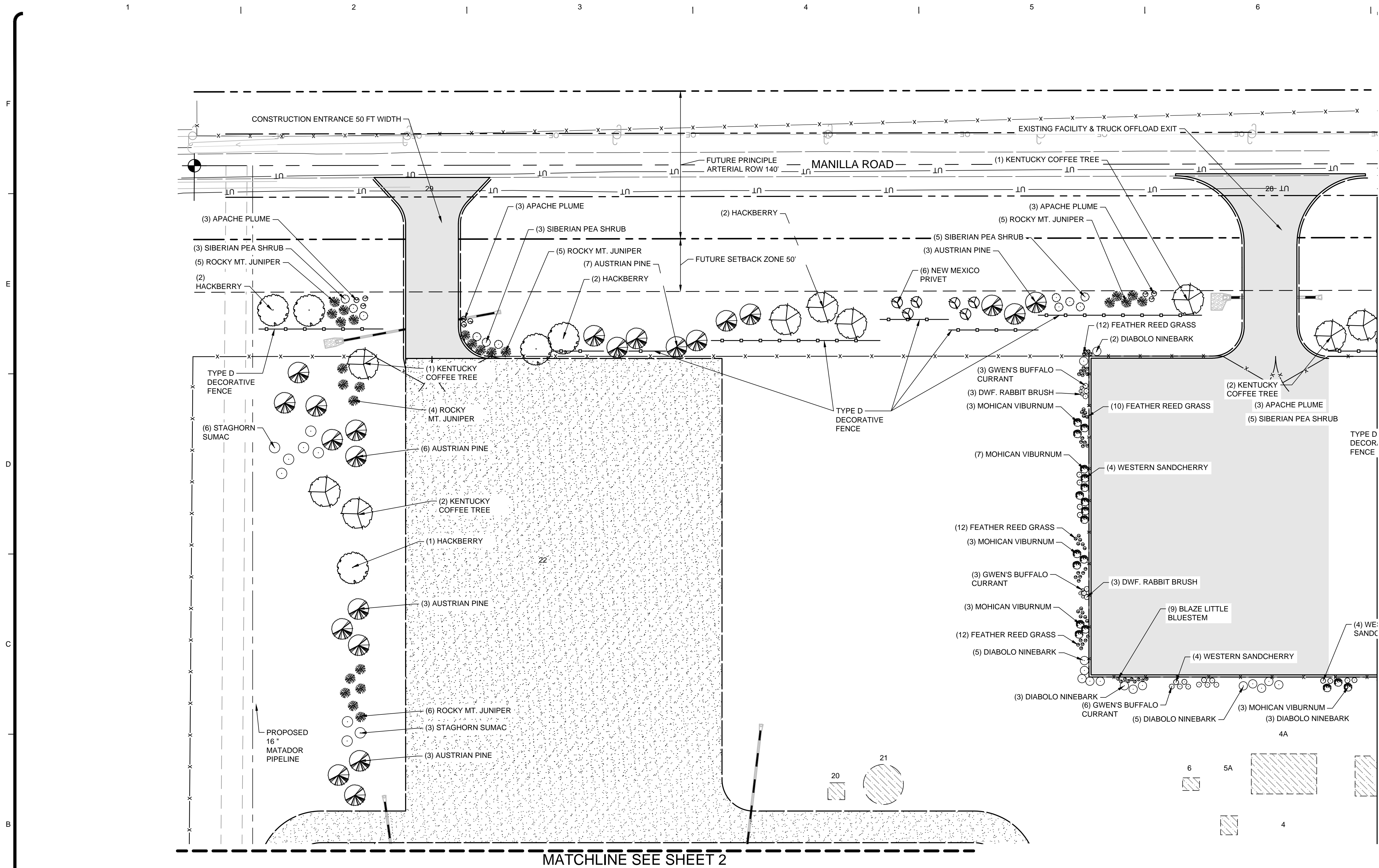
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LEGEND:

	EXISTING SECTION LINE		PROPOSED GRAVEL SURFACE		SECTION CORNER MARKER
	FUTURE RIGHT-OF-WAY LINE		PROPOSED ASPHALT PAVEMENT		PROPOSED GATE
	EXISTING EASEMENT		PROPOSED BUILDING / STRUCTURES		PROPOSED SPILLWAY RIP RAP
	EXISTING OVERHEAD POWER LINE		FUTURE BUILDING		PROPOSED TREES
	EXISTING CONC EQUIPMENT PAD		DETENTION POND		PROPOSED SHRUBS AND BUSHES
	EXISTING DITCH		EXISTING UTILITY POLE		PROPOSED SEEDING AREA
	EXISTING FENCE				
	EXISTING UNDERGROUND ELECTRIC				
	PROPOSED 6' CHAIN LINK FENCE WITH (3) STRANDS OF BARBED WIRE				
	PROPOSED DECORATIVE FENCE				
	PROPOSED EDGE OF GRAVEL ROAD				
	PROPOSED EDGE OF ASPHALT ROAD				
	USR BENNETT STATION BOUNDARY				
	FUTURE SETBACK ZONE				

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LEGEND:

	EXISTING SECTION LINE		PROPOSED GRAVEL SURFACE		SECTION CORNER MARKER
	FUTURE RIGHT-OF-WAY LINE		PROPOSED ASPHALT PAVEMENT		PROPOSED GATE
	EXISTING EASEMENT		PROPOSED BUILDING / STRUCTURES		PROPOSED TREES
	EXISTING OVERHEAD POWER LINE		FUTURE BUILDING		PROPOSED SHRUBS AND BUSHES
	EXISTING UNDERGROUND ELECTRIC		DETENTION POND		PROPOSED SEEDING AREA
	EXISTING FENCE		EXISTING UTILITY POLE		
	PROPOSED 6' CHAIN LINK FENCE WITH (3) STRANDS OF BARBED WIRE				
	PROPOSED DECORATIVE FENCE				
	PROPOSED EDGE OF GRAVEL ROAD				
	PROPOSED EDGE OF ASPHALT ROAD				
	USR BENNETT STATION BOUNDARY				
	FUTURE SETBACK ZONE				

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GENERAL NOTES:

1. LOCATION OF ALL PROPOSED TREES AND SHRUBS ON THE PLAN IS CONCEPTUAL AND MAY BE SITE ADJUSTED.
2. THE PROPOSED TREES AND SHRUBS HAVE BEEN CHOSEN BASED ON THE FRONT RANGE TREE RECOMMENDATION RATINGS AND OTHER INFORMATION GATHERED FROM THE ADAMS COUNTY EXTENSION.
3. THE TYPE OF IRRIGATION SYSTEM WILL BE DETERMINED. A WATER TRUCK WILL USED TO WATER THE PROPOSED TREES AND SHRUBS 3-4 TIMES PER WEEK DURING THE FIRST 2 GROWING SEASONS IF A PERMANENT IRRIGATION SYSTEM IS NOT INSTALLED. HAND WATER PROPOSED TREES AND SHRUBS AND ONCE EVERY 3-4 WEEKS IN THE OFF SEASON (OCTOBER-MARCH) WHEN THERE IS NO SIGNIFICANT RAIN OR SNOW AND THE TEMPERATURE IS ABOVE 45° FOR THE FIRST 2 YEARS.
4. RESEED AREAS THAT ARE LARGER THAN 6" DIAMETER WITH THE APPROPRIATE SEED MIX UNTIL AN APPROVED STAND OF GRASS IS ESTABLISHED.
5. WEED MANAGEMENT PLAN TO BE PUT IN PLACE BY OWNER UNTIL A SUITABLE STAND OF GRASS IS ESTABLISHED. CONTROL WEEDS BY MECHANICAL (MOWING) OR WITH HERBICIDE APPLICATIONS DONE IN A TIMELY MANNER IN ACCORDANCE WITH BEST MANAGEMENT PRACTICES.
6. CONTRACTOR TO CALL FOR UTILITY LOCATES AND FIELD VERIFY ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
7. IN CASE OF DISCREPANCY BETWEEN PLANT SCHEDULE AND LANDSCAPE PLAN THE PLAN SHALL SUPERCEDE THE PLANT SCHEDULE.
8. CHANGES IN PLANT MATERIAL MUST BE VERIFIED WITH LANDSCAPE ARCHITECT.
9. TREES AND SHRUBS TO BE TO BE MULCHED WITH DOUBLE SHREDDED WESTERN CEDAR OR REDWOOD TYPE MULCH AT TIME OF PLANTING TO CONSERVE MOISTURE. TREES AND SHRUBS WILL NATURALIZE OVER TIME AND BLEND INTO THE NATIVE GRASSES.
10. MAINTENANCE OF THE LANDSCAPE SHALL BE DONE BY OWNER PER ADAMS COUNTY REGULATIONS.
11. THE WATER ANALYSIS, FOR NEW PLANTINGS DURING THE FIRST 2 GROWING SEASONS, THE DORMANT SEASONS PLUS THE POST ESTABLISHMENT SEASONS HAS BEEN PROVIDED TO THE WATER ENGINEER. THIS INFORMATION WAS INCLUDED IN THE ANALYSIS FOR THE WATER WELL PERMIT.

MAINTENANCE STANDARDS

ALL LANDSCAPING AND REQUIRED BUFFERING SHALL BE CONTINUALLY MAINTAINED INCLUDING IRRIGATION IF APPLICABLE, WEEDING, PRUNING AND REPLACING IN A SUBSTANTIALLY SIMILAR MANNER AS ORIGINALLY APPROVED. THE FOLLOWING SURVIVAL STANDARDS SHALL APPLY TO ALL LANDSCAPING AND REQUIRED BUFFERING:

1. LIVING GROUND COVERS: LIVING GROUND COVERS MUST BE FIFTY PERCENT (50%) ESTABLISHED AFTER THE FIRST GROWING SEASON, AND NINETY PERCENT (90%) ESTABLISHED THEREAFTER.
2. NON-LIVING GROUND COVERS: NON-LIVING GROUND COVERS, SUCH AS ROCK OR MULCH MUST BE ONE HUNDRED PERCENT (100%) INTACT AFTER ONE (1) YEAR AND EIGHTY PERCENT (80%) INTACT THEREAFTER.
3. TREES AND SHRUBS: TREES AND SHRUBS MUST HAVE A ONE HUNDRED PERCENT (100%) SURVIVAL RATE AFTER ONE (1) YEAR AND A NINETY PERCENT (90%) SURVIVAL RATE THEREAFTER.

NATIVE SANDY SEED MIX

PAWNEE BUTTES SEED CO.

28% SWITCHGRASS
15% INDIAN RICEGRASS
10% SIDEOATS GRAMA
10% LITTLE BLUESTEM
10% WESTERN WHEATGRASS
10% YELLOW INDIANGRASS
5% BIG BLUESTEM
5% SAND BLUESTEM
5% PRAIRIE SANDREED
2% SAND DROPSEED
5% NATIVE PRAIRIE WILDFLOWER MIX

SEEDING NOTES

THIS SEED MIX GROWS 8-12 INCHES TALL WITH AVERAGE RAINFALL, REQUIRES LITTLE TO NO MAINTENANCE AND IS GOOD FOR SOIL STABILIZATION.

SEEDING RATE: DRYLAND: 11 LBS/ACRE

OBTAIN A SOIL TEST FOR AN AVERAGE OF SOIL SAMPLES TAKEN FROM SEVERAL LOCATIONS THROUGHOUT THE SITE.

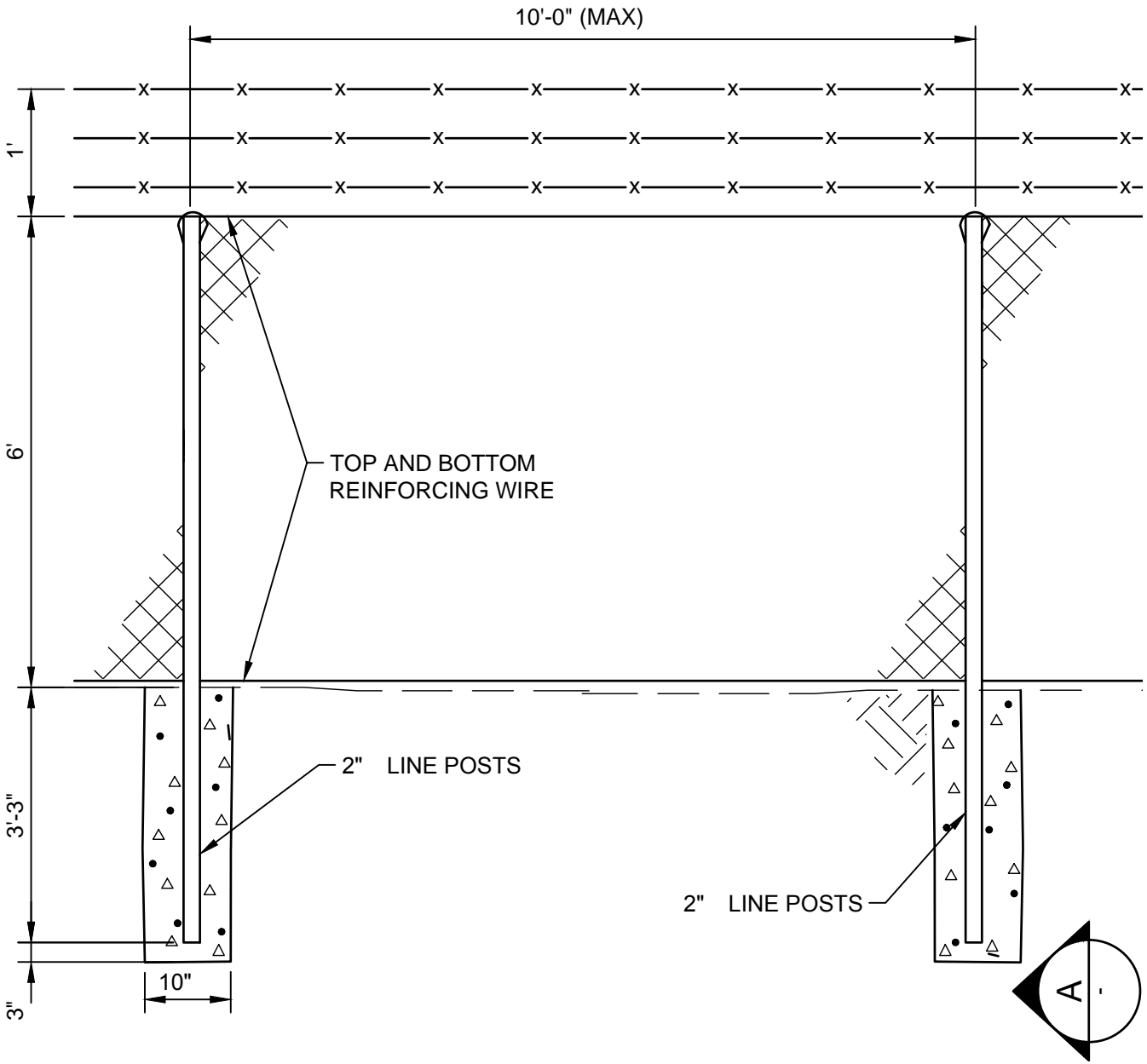
BROADCAST BIOSOL NATURAL ORGANIC FERTILIZER AT A RATE OF 1500-1800 POUNDS PER ACRE, OR AN APPROVED EQUAL UNLESS THE SOIL SAMPLE INDICATES A MORE SUITABLE RATE. APPLY AT THE TIME THE SEED IS DRILLED.

DRILL SEED AT THE RATE OF 11 LBS. (PLS = PURE LIVE SEED) PER ACRE. APPLY TWO TONS OF CERTIFIED WEED FREE STRAW PER ACRE, CRIMPED AND TACKIFIED. BROADCAST SEED ON AREAS THAT ARE TOO STEEP OR TOO SMALL TO BE DRILLED AT THE RATE PER MANUFACTURES SPECIFICATIONS. IF SEED IS BROADCAST HYDROMULCH WITH A SLURRY OF WOOD FIBER AND TACKIFIER AT A RATE PER MANUFACTURER'S RECOMMENDATION.

SEED MAY BE SPRING OR FALL DRILLED BETWEEN THE APPROXIMATE DATES OF MARCH 15TH TO MAY 15TH, OR AUGUST 15TH AND NOVEMBER 15TH.

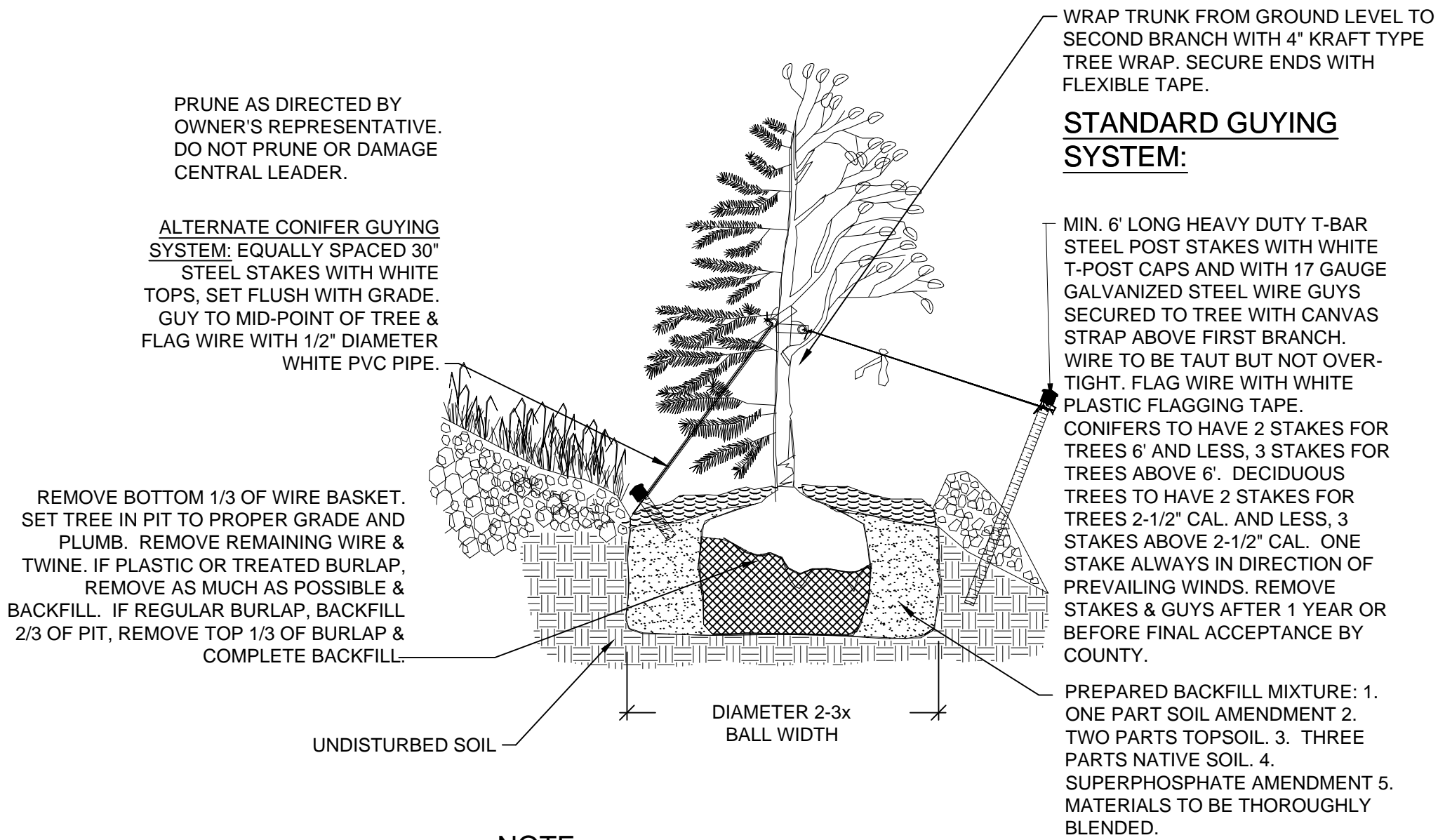
MANAGE WEED GROWTH BY MOWING OR APPLICATION OF A BROADLEAF WEED HERBICIDE UNTIL A SUITABLE STAND OF GRASS IS ESTABLISHED (APPROXIMATELY 2 YEARS).

*FORMULATIONS AND VARIETIES ARE SUBJECT TO CHANGE WITHOUT NOTICE.



6' CHAIN LINK SECURITY FENCE WITH (3) STRANDS OF BARBED WIRE

NOT TO SCALE

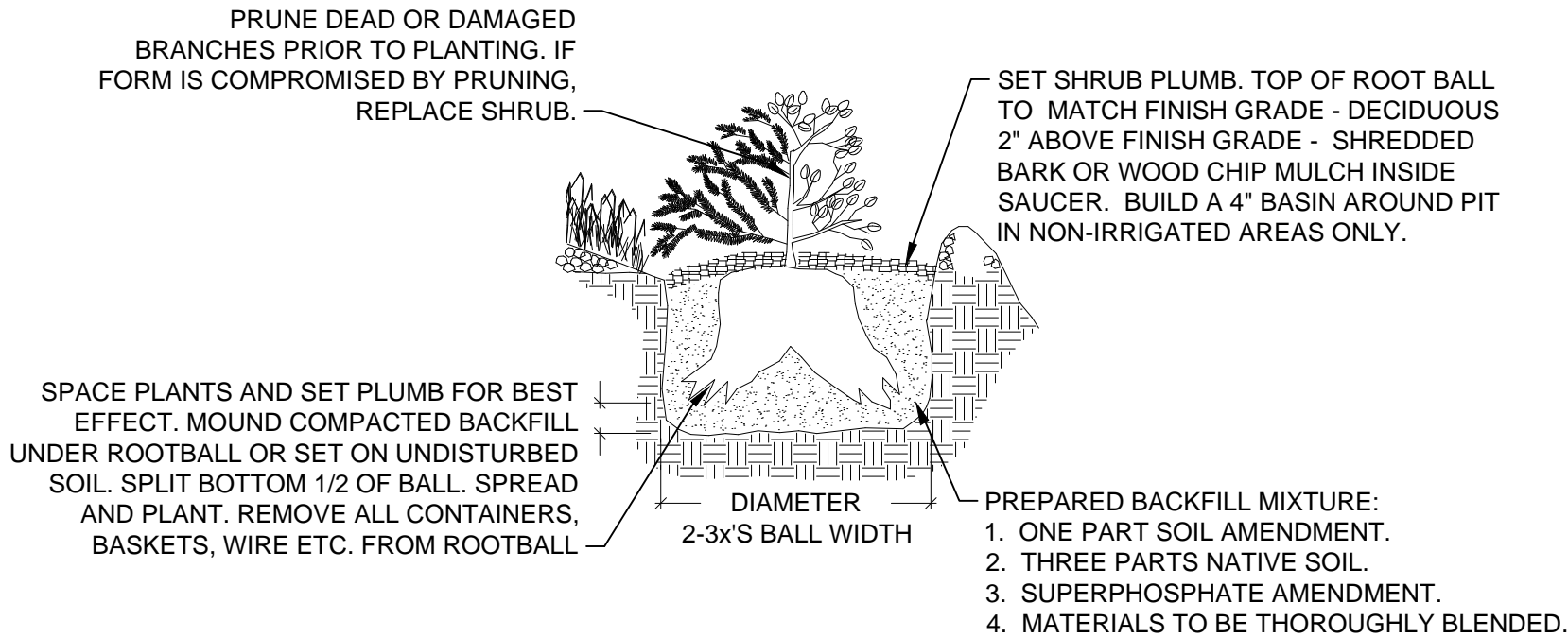


NOTE:

1. SET ROOT BALL OF ALL TREES 2" ABOVE GRADE IN NON-IRRIGATED AREAS. MODIFY IF SOIL CONDITIONS PER COUNTY STANDARDS. INSTALL A 5" HIGH BERM AROUND TREES TO CREATE A WATERING BASIN. LEAVE BERM & MULCH IN NON-IRRIGATED AREAS.

TREE PLANTING DETAIL ON SLOPE

NTS

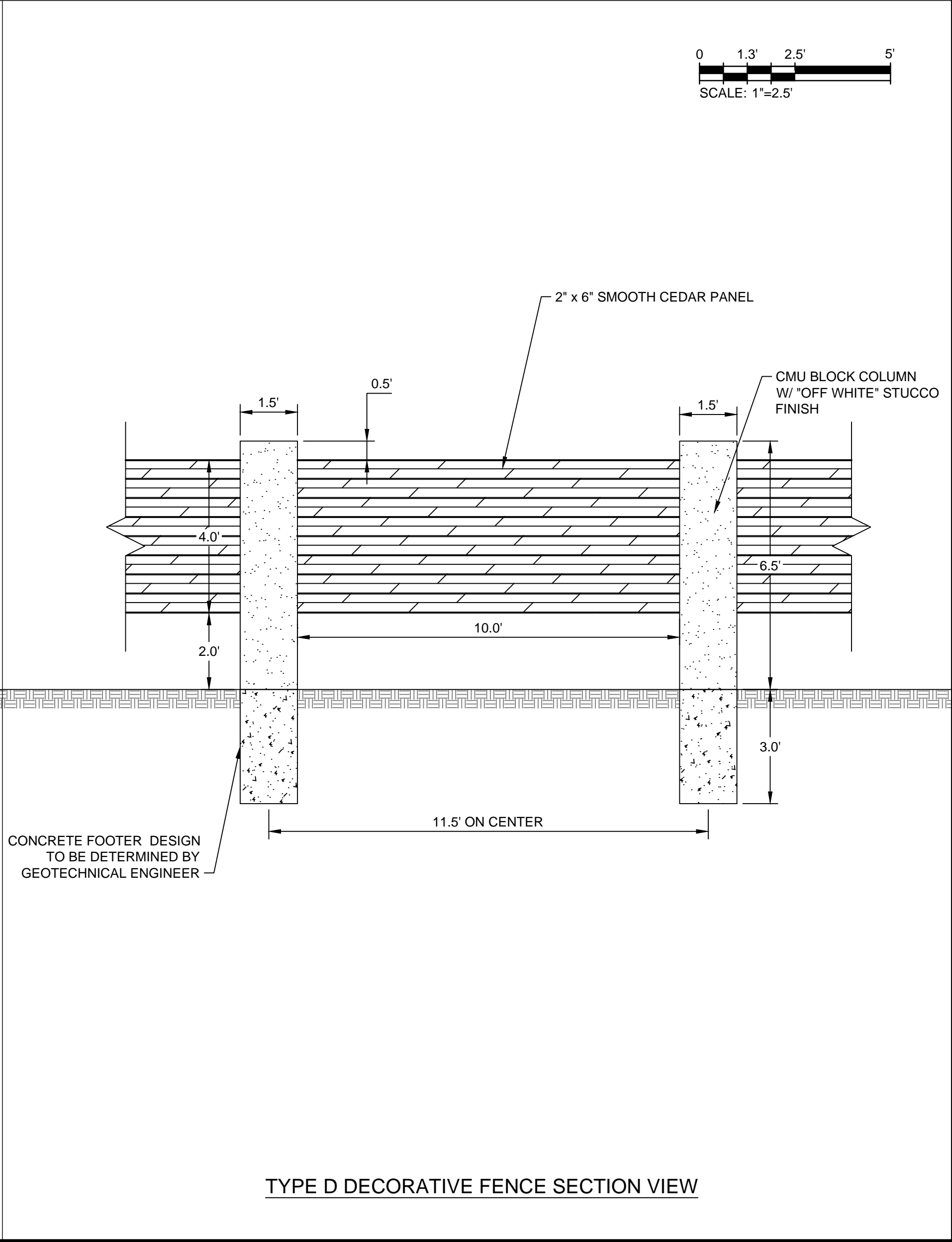
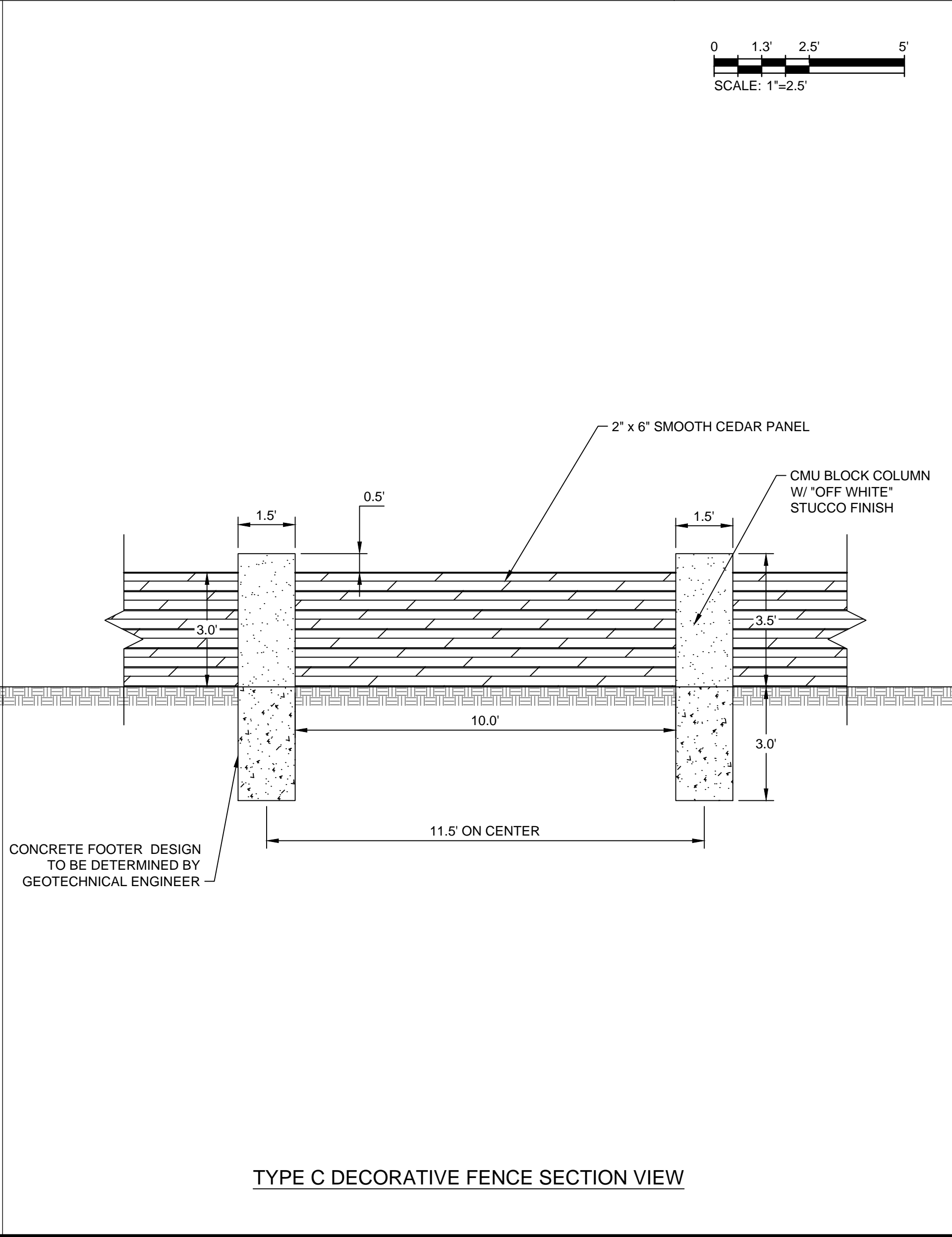
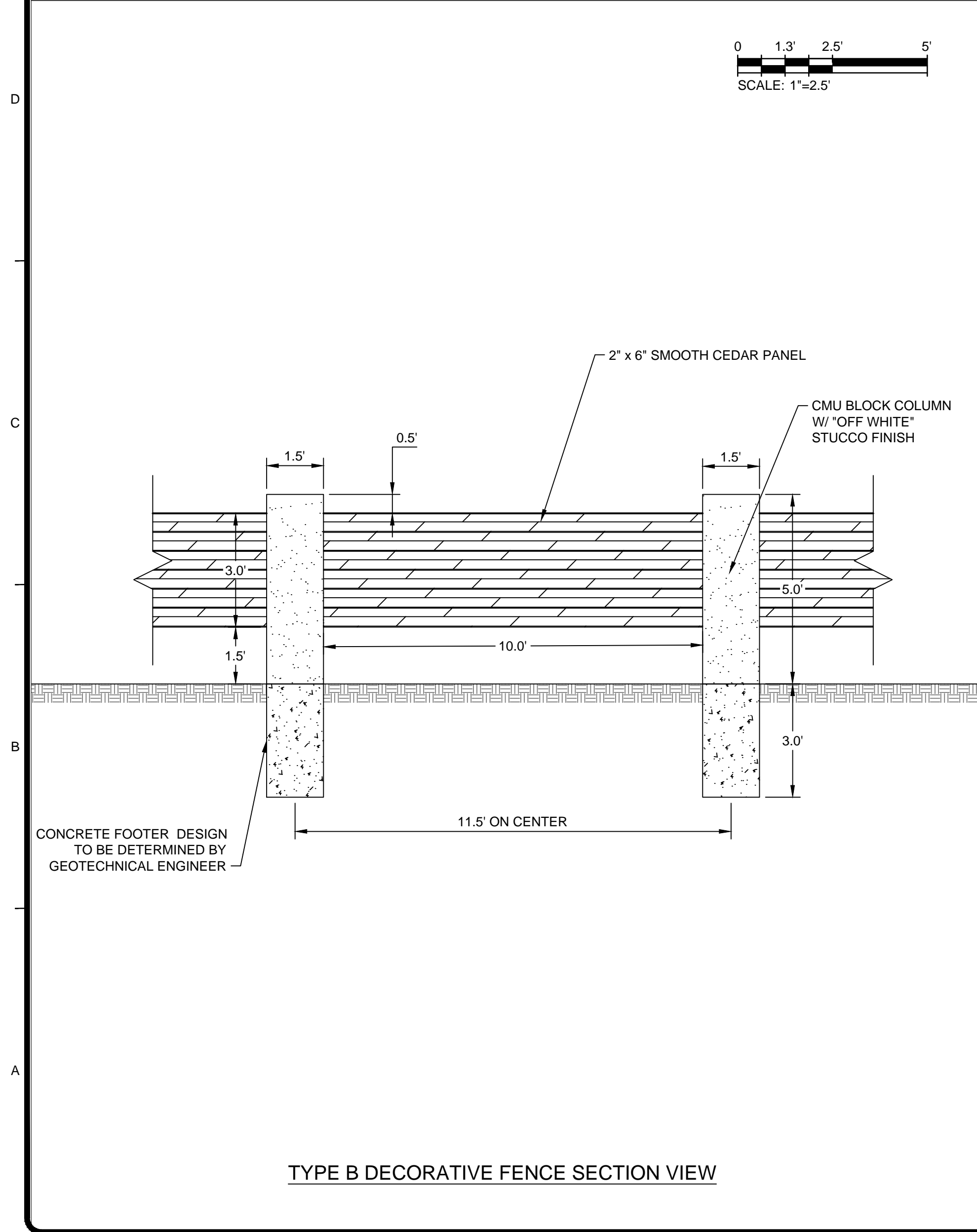
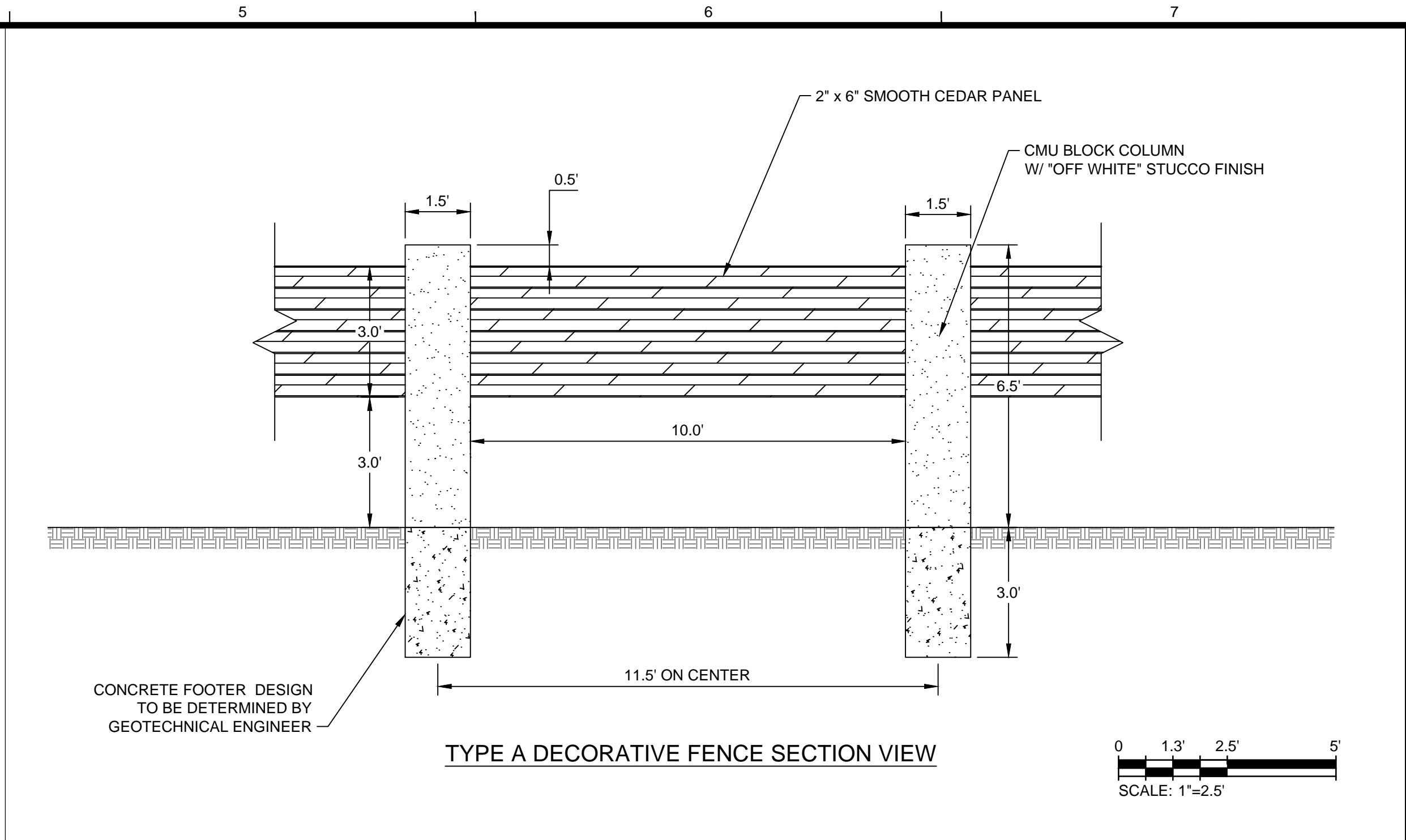
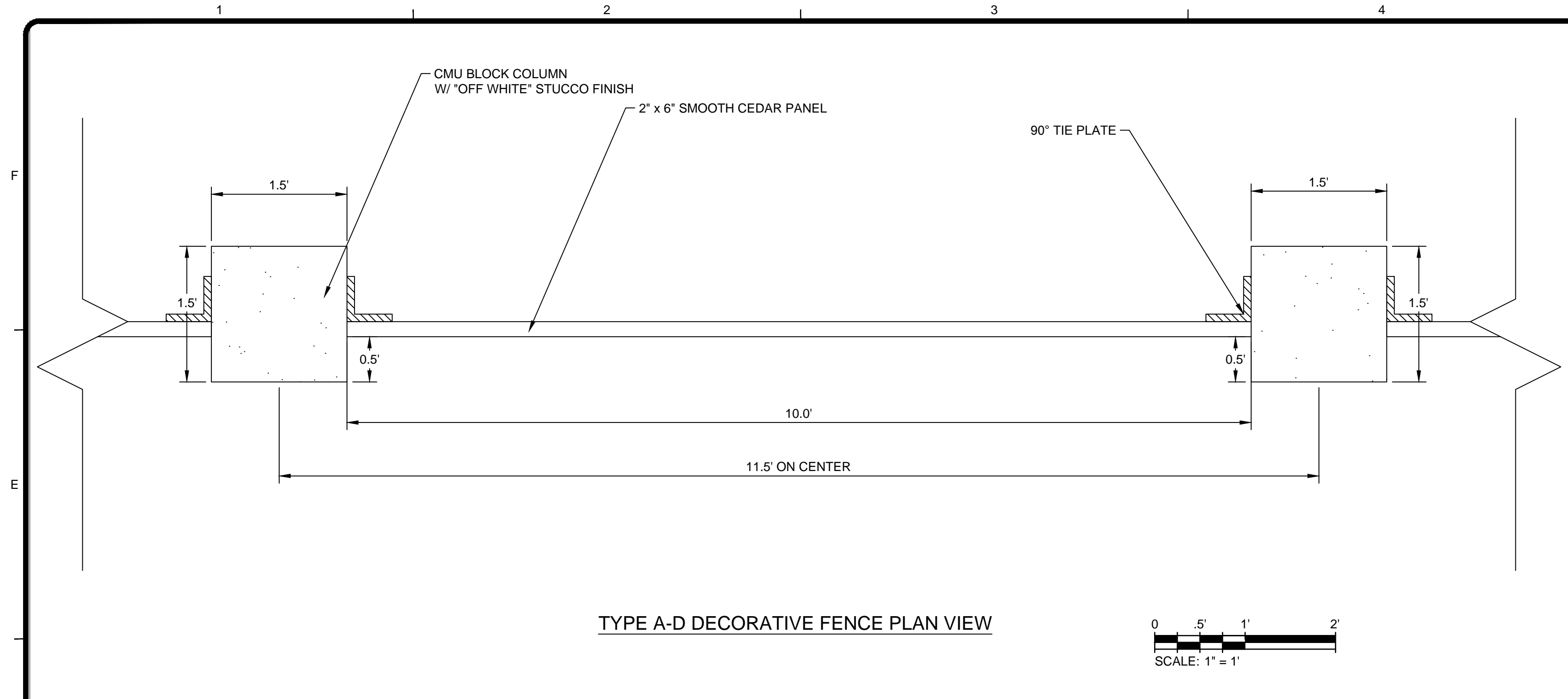


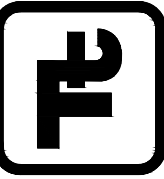
SHRUB PLANTING DETAIL ON SLOPE

NTS

TREE PLANTING DETAIL ON SLOPE MAY NOT BE NEEDED EDIT TREE DETAIL FOR LEVEL AREA AS NECESSARY

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MARK	DATE	DESCRIPTION	BY
	11/16/18	SUBMITTAL UPDATE	KJC

DJ SOUTH GATHERING
BENNETT FACILITY
ADAMS COUNTY, CO

LANDSCAPE DETAILS

Project No.: 200-127427-18005

Designed By: KJC

Drawn By: JRM

Checked By: CDD

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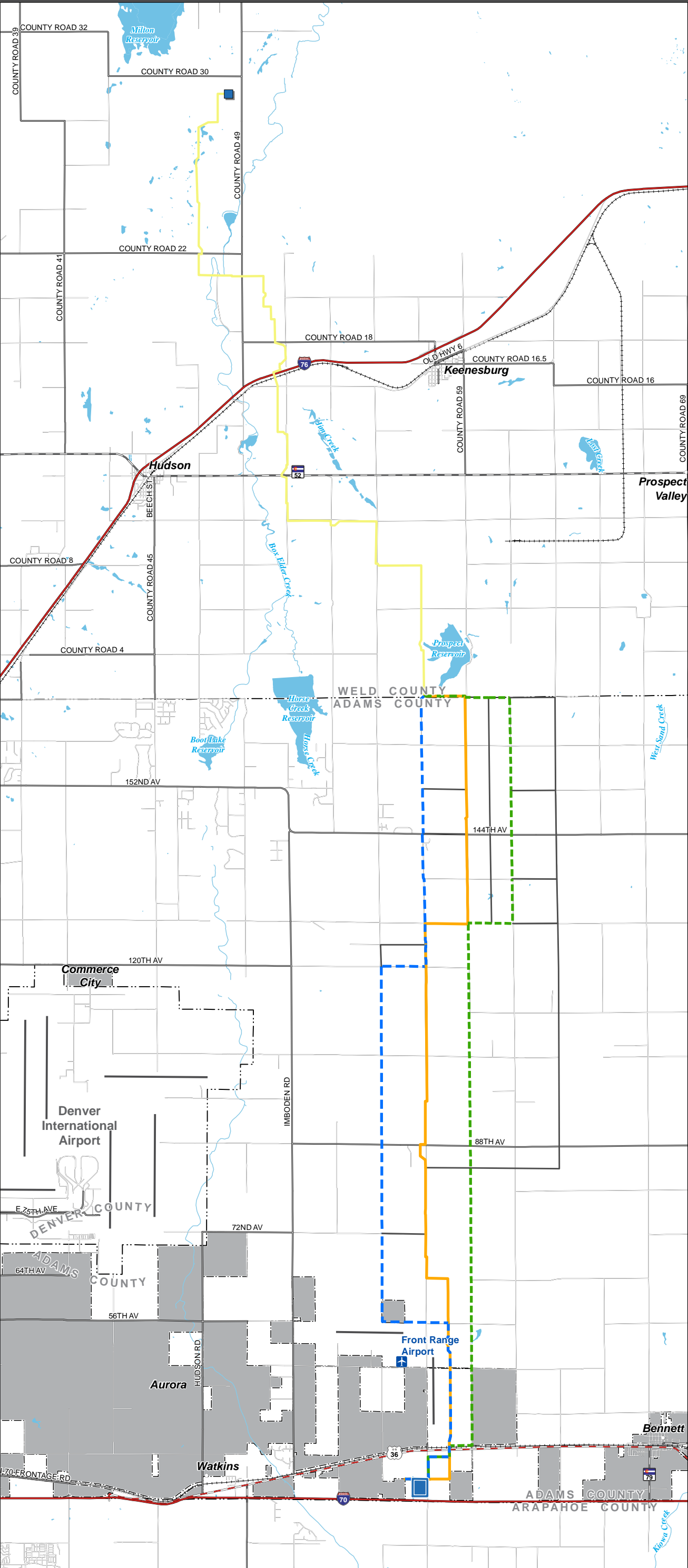
BENNETT TRANSFER STATION LANDSCAPE REQUIREMENTS			
REQUIREMENTS PER ADAMS COUNTY CODE		LOT SIZE	
TOTAL DISTURBED LOT ACREAGE		65 ACRES	
MINIMUM LANDSCAPE REQUIREMENT		CODE REQUIREMENT	ACREAGE/ SQUARE FEET REQUIRED
		10% OF TOTAL LOT ACREAGE	6.5 ACRES / 283,140 SQUARE FEET
REDUCED PERCENTAGE OF LIVING LANDSCAPE MATERIAL		50% OF REQUIRED LANDSCAPE ABUTTING ROW	ACREAGE/ SQUARE FEET REQUIRED
			3.25 ACRES / 141,570 SQUARE FEET
MINIMUM ORGANIC LANDSCAPING MATERIAL		100%OF THE DISTURBED LOT THAT THAT IS NOT IN HARDSCAPE WILL BE RESEEDD AS NECESSARY WITH NATIVE GRASSES WITH THE ADDITION OF 144 TREES A	
TWENTY-FIVE FOOT WIDE AREA ALONG THE ROAD RIGHT-OF-WAY		A 25' WIDE AREA ALONG THE RIGHT-OF-WAY HAS BEEN PROVIDED	TREES AND SHRUBS REQUIRED
		1 TREE AND 2 SHRUBS /40 LINEAR FEET (1998 LINEAR FEET)	50 TREES AND 100 SHRUBS

ITEM NUMBER	ITEM DESCRIPTION	ITEM SIZE
1	(4) 80 K BBL TANKS (56 FT HEIGHT)	110' DIA
2	(4) 80 K BBL TANKS (FUTURE) (56 FT HEIGHT)	110' DIA
3	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
3A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
4	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
4A	(6) 1000 BBL TANKS (FUTURE) (32FT HEIGHT)	38' X 62'
5	INLET MANIFOLD (FUTURE)	18' X 16'
5A	OUTLET MANIFOLD (FUTURE)	18'X 16'
6	PUMP TRANSFERS (FUTURE)	12' X 16'
7	EXISTING RED BARN	34' X 50'
8	OFFICE/SHOP BUILDING	100' X 80'
9	(4) TRUCK OFFLOAD BAYS	110' X 60'
10	(4) TRUCK OFFLOAD BAYS (FUTURE)	110' X 60'
11	INCOMING PIPELINE TRAP AREA	40' X 50'
12	INCOMING PIPELINE BALANCE METER AREA	30' X 400'
13	TANK INLET MANIFOLD	80' X 80'
14	TANK OUTLET MANIFOLD	36' X 64'
15	OUTBOUND BOOSTER PUMPS	24' X 32'
16	MOTOR CONTROL CENTER BUILDING (MCC)	14' X 60'
17	OUTBOUND METER AREA	14' 20'
18	OUTBOUND MAINLINE PUMPS	30' X 54'
19	OUTBOUND 16" MATADOR PIPELINE TRAP	16' X 40'
20	FIRE WATER TANK PUMP BUILDING	16' X 16'
21	FIRE WATER TANK (24FT HEIGHT)	38' DIA
22	LAY-DOWN CONSTRUCTION YARD & MATERIAL STORAGE AREA	400' X 300'
23	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
24	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
25	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
26	TEMPORARY CONSTRUCTION TRAILER	12' X 40'
27	EXISTING FACILITY & TRUCK OFFLOAD ENTRANCE (100FT WIDTH)	100' WIDE
28	FACILITY & TRUCK OFFLOAD EXIT (50FT WIDTH)	50' WIDE
29	EMERGENCY & CONSTRUCTION ACCESS (50FT WIDTH)	50' WIDE
30	QA/QC LAB BUILDING	14' X 30'
31	SUMP TANK	10' X 12'
31A	SUMP TANK	10' X 12'
32	COMMUNICATION TOWER (35FT HEIGHT)	12' X 12'
33	SMALL VOLUME PROVER	8' X 20'
34	SMALL VOLUME PROVER	8' X 20'
35	EXISTING WELL HOUSE	20' X 20'
36	PERMANENT GENERATOR	8' X 10'
37	PERMANENT GENERATOR	8' X 10'

PLANT SCHEDULE				
COMMON NAME	BOTANICAL NAME	SIZE	MATURE HEIGHT	MATUR WIDTH
TREES, EVERGREENS, UPRIGHT JUNIPERS, TC				
KENTUCKY COFFEETREE	GYMNOCLADUS DIOICUS	2" CAL. B&B	50-60'	40-50'
NEW MEXICO PRIVET	FORESTIERA PUBESCENS VAR.PUBESCENS	5'B&B	8-12'	6-8'
WESTERM HACKBERRY	CELTUS OCCIDENTALIS	2" CAL. B&B	50-60'	40-50'
AUSTRIAN PINE	PINUS NIGRA	6'B&B	40-60'	30-40'
ROCKY MT. JUNIPER	JUNIPERUS SCOPULORUM	6' B&B	20-30'	8-12'
SHRUBS, ORNAMENTAL GRASSES TC				
APACHE PLUME	FALLUGIA PARADOXEA	#5 CONT.	3-6'	3-6'
STAGHORN SIUMAC	RHUS TYPHINA	#5 CONT.	10-25'	10-15'
SIBERIAN PEA SHRUB	CARAGANA ABORESCENS	#5 CONT.	10-15'	8-12'
DWARF BLACK CHOKEBERRY 'IROQUOIS BEAUTY'	ARONIA MELAOCARPA 'IROQUOIS BEAUTY'	#5 CONT.	48-54"	30-36"
DWARF BLUE RABBITBRUSH	ERICAMERIA NAUSEOSA SPP. NAUSEOSA VAR. NAUSEOSA	#5 CONT.	1-4'	1-4'
GWEN'S BUFFALO CURRANT	RIBES AUREUM GWENS BUFFALO CURRANT	#5 CONT.	4-6'	4-6'
GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	#5 CONT.	2-3'	6-8'
LEAD PLANT	AMORPHA CANESCENS	#5 CONT.	2-4'	2-4'
MOHICAN VIBURNUM	VIBURNUM LANTANA 'MOHICAN '	#5 CONT.	6-8'	6-8'
DIABOLO NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DIABOLO'	#5 CONT.	6-8'	6-8'
WESTERN SANDCHERRY	PRUNUS BESSEYI	#5 CONT.	4-6'	4-6'
LITTLE BLUESTEM GRASS 'BLAZE'	SCHIZACYRIUM SCOPARIUM 'BLAZE'	#1 CONT.	3-4'	24-30"
FEATHER REED GRASS	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	#5 CONT.	4-5'	18-24'

DJ SOUTH MATADOR PIPELINE PROJECT

Weld and Adams Counties, CO



Legend

Magellan Crude Oil Terminal

Proposed Bennett Station Facility

Weld County Pipeline

Route Alternatives
(Tetra Tech, May 2018)

Preferred Route

Alternative 1

Alternative 2

Alternative Segment - Considered but Eliminated

Transportation
(CDOT, BTS)

Public Airport

Interstate

U.S. Highway

State Highway

Major Local Road

Local Road

Railroad

Boundary
(CDOT, Adams County)

County Boundary

Municipal Boundary

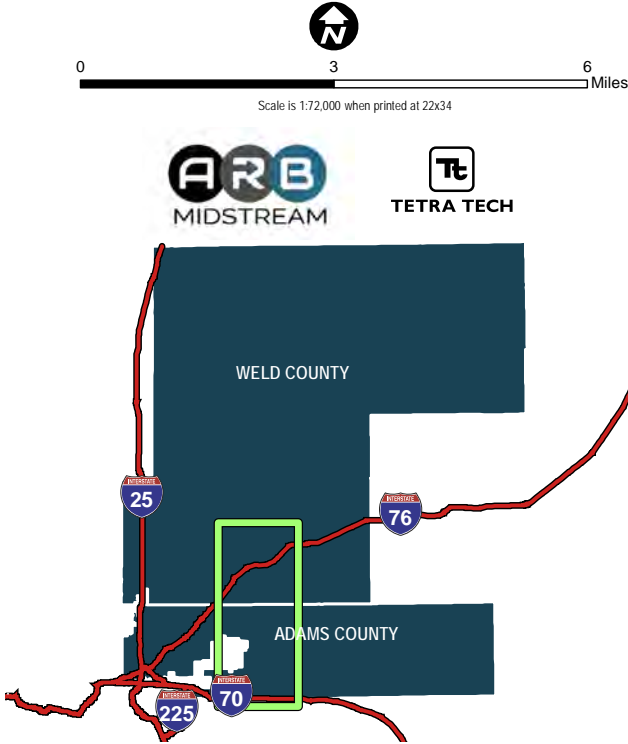
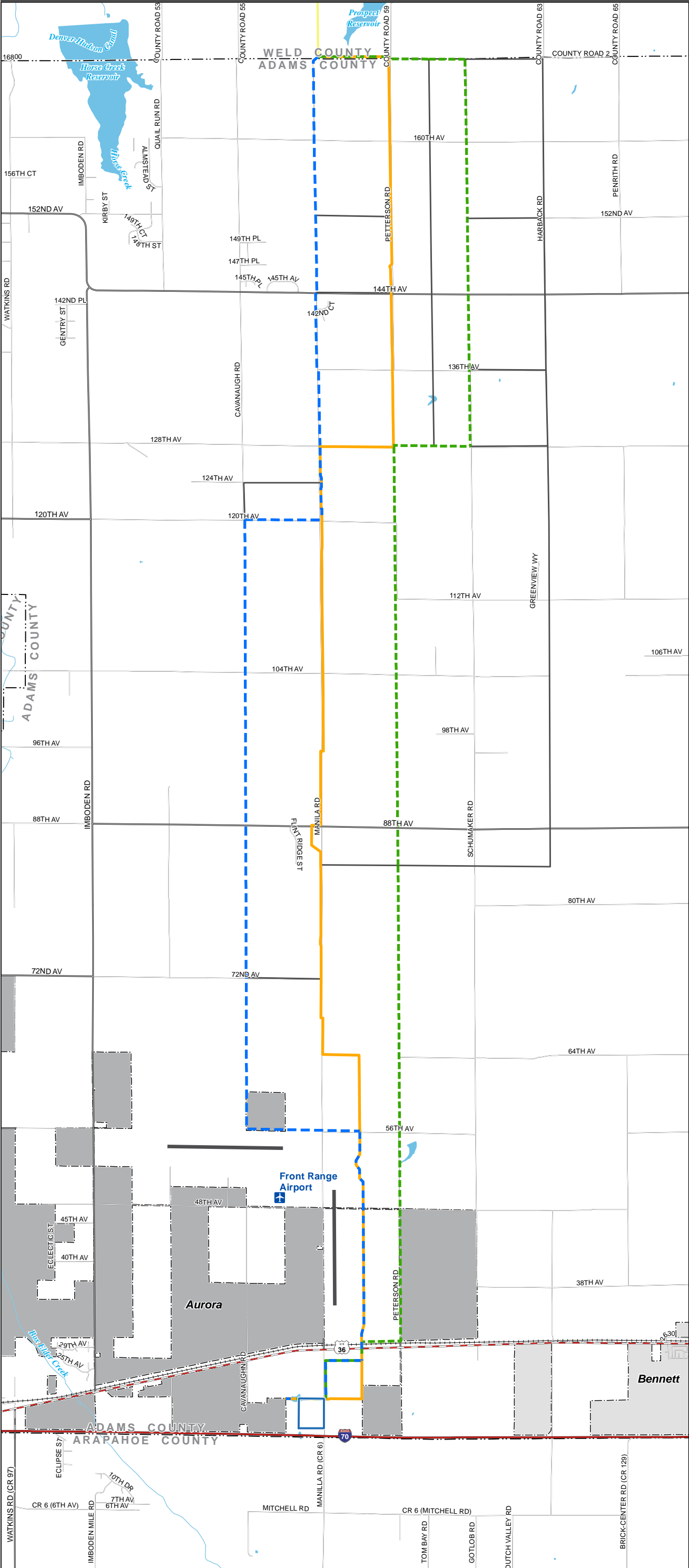


Figure 1: Project Overview Map

DJ SOUTH MATADOR PIPELINE PROJECT

Adams County, CO



Legend

- Proposed Bennett Station Facility
- Weld County Pipeline
- Route Alternatives (Tetra Tech, May 2018)
 - Preferred Route
 - Alternative 1
 - Alternative 2
 - Alternative Segment - Considered but Eliminated
- Transportation (CDOT, BTS)
 - Public Airport
 - Interstate
 - U.S. Highway
 - Major Local Road
 - Local Road
 - Railroad
- Boundary (CDOT, Adams County)
 - County Boundary
 - Aurora Municipal Boundary
 - Bennett Municipal Boundary

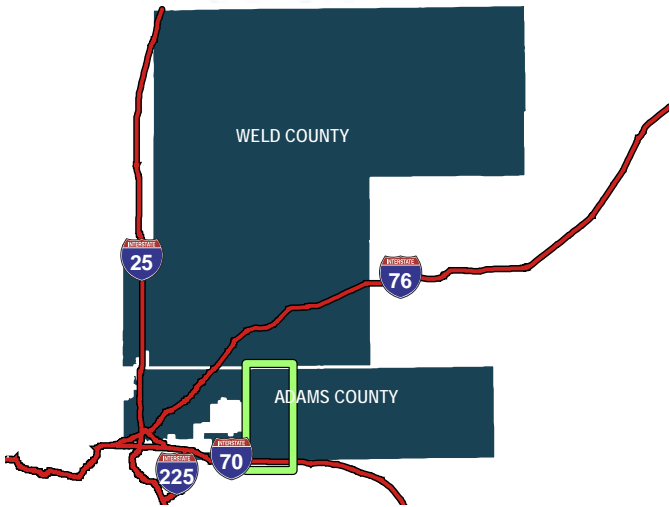
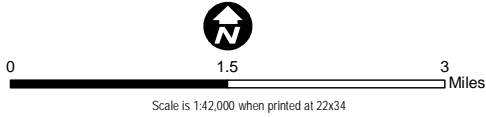
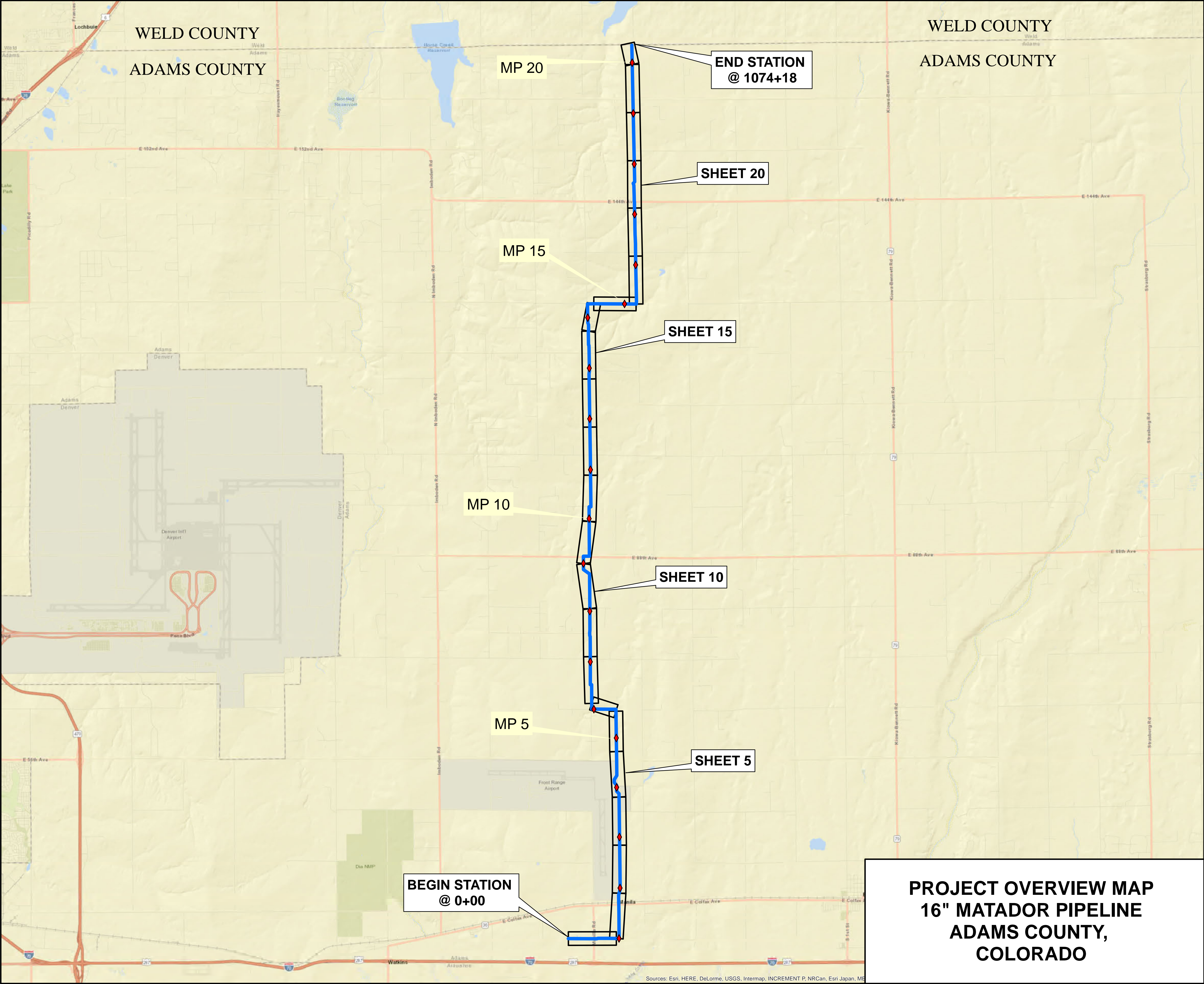


Figure 2: Adams County Overview Map



PROJECT LOCATION
ADAMS COUNTY

VICINITY MAP

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COORDINATE SYSTEM : NAD 83 STATE PLANE COLORADO NORTH FEET

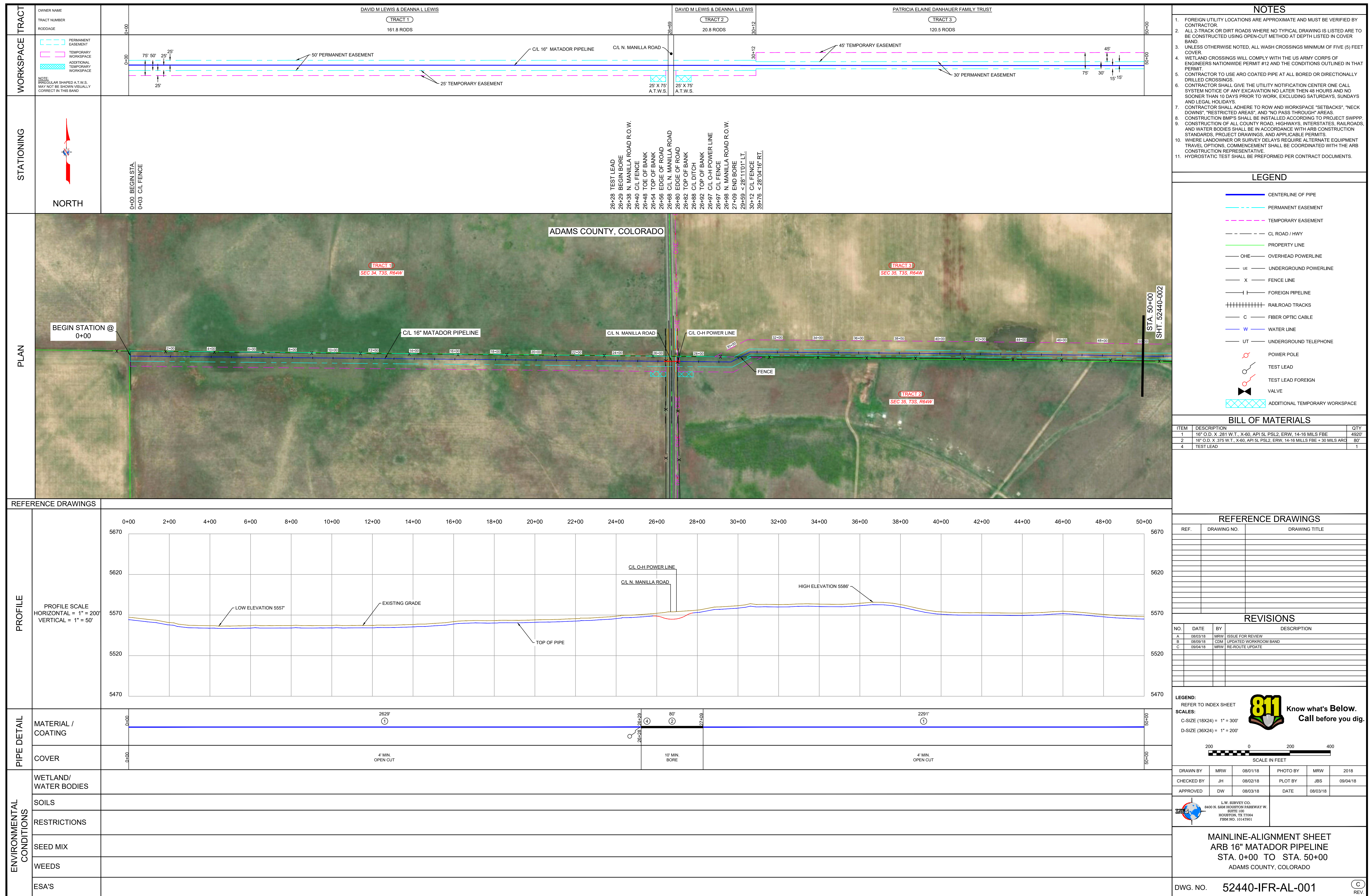
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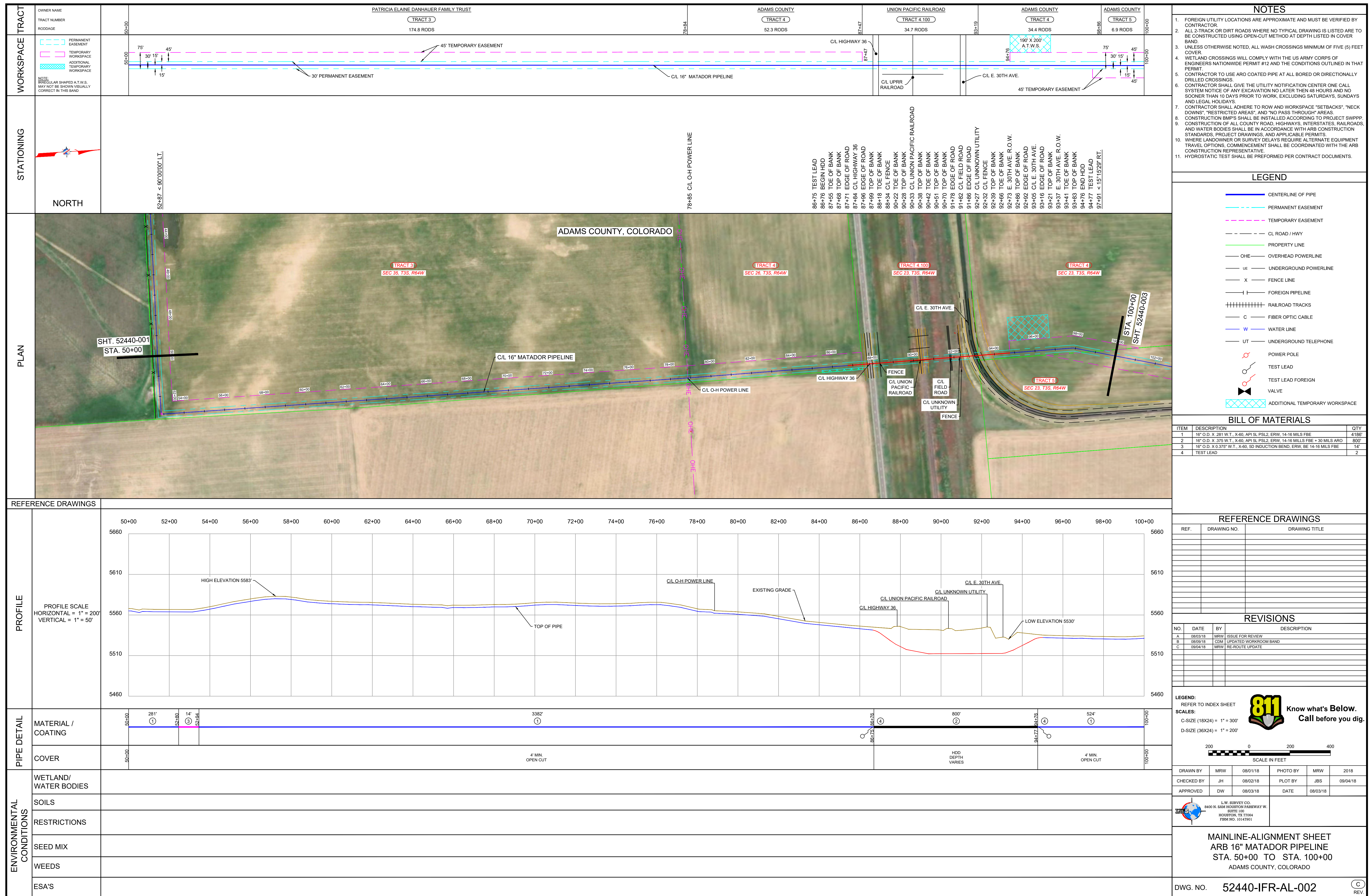
- 52440_Matador_MP Adams County
- 52440_Matador_Centerline Adams County
- 52440_Matador_Templates Adams County

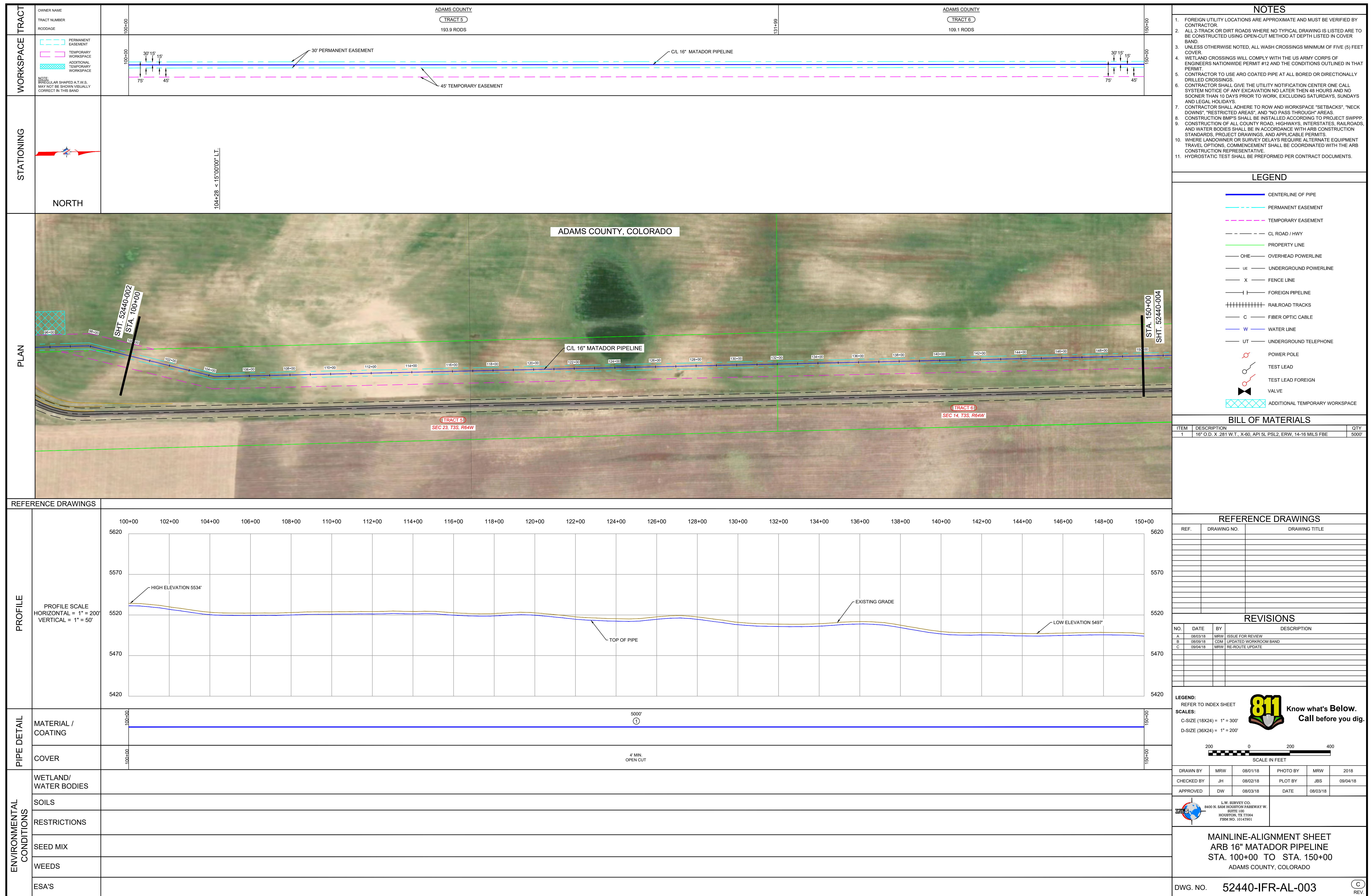
PROJECT OVERVIEW MAP
16" MATADOR PIPELINE
ADAMS COUNTY,
COLORADO

DJ SOUTH
GATHERING, LLC

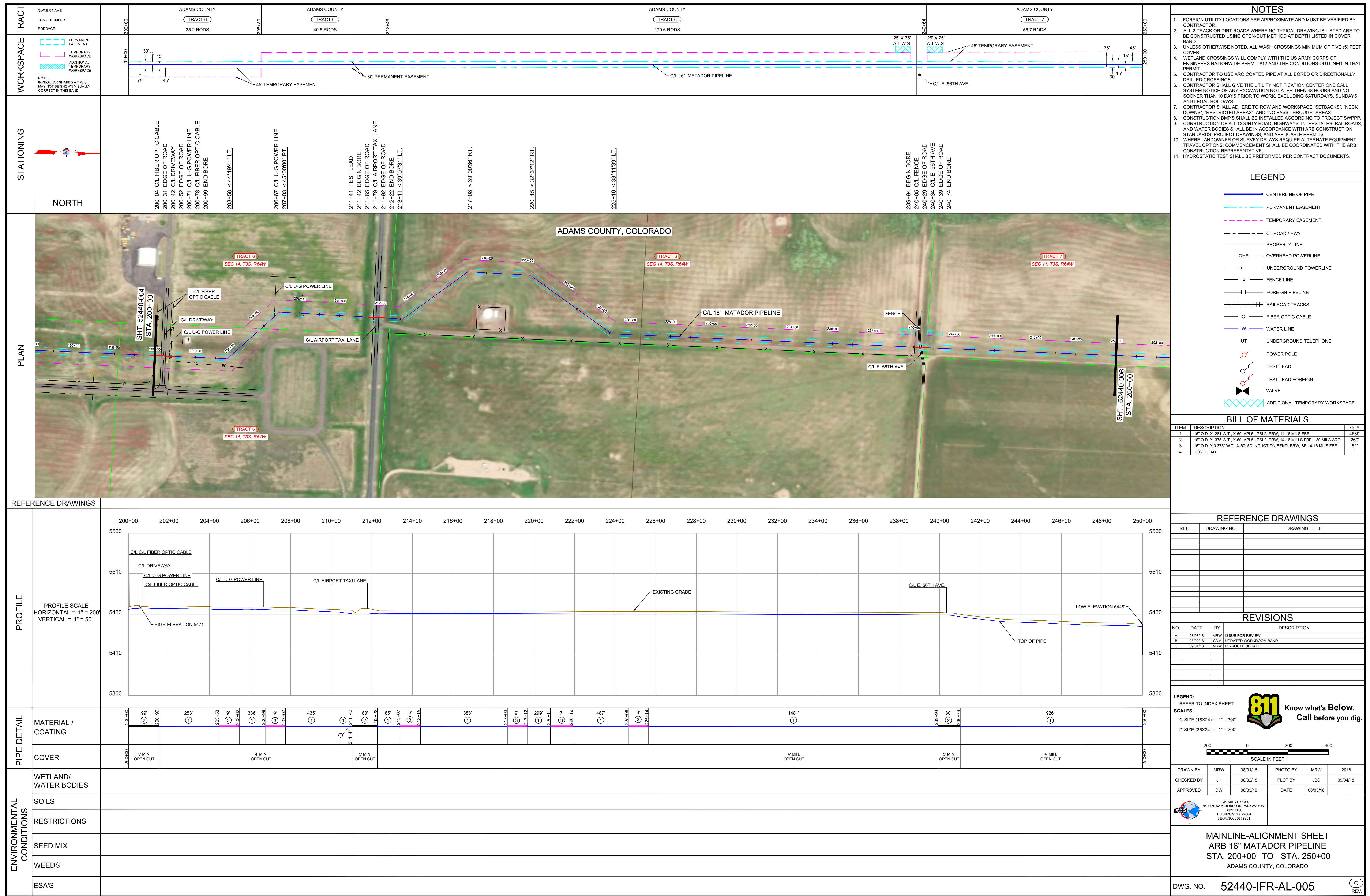
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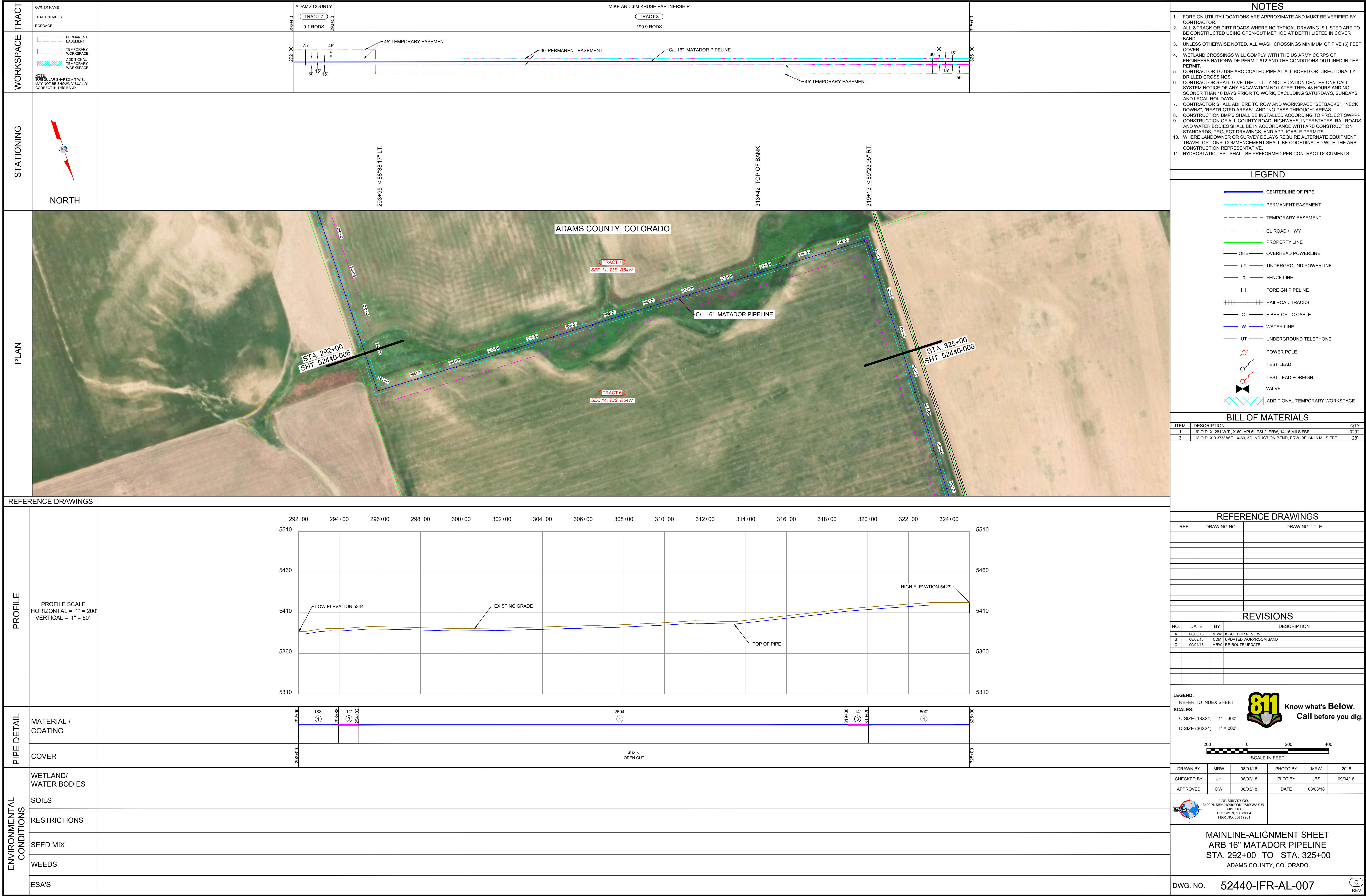


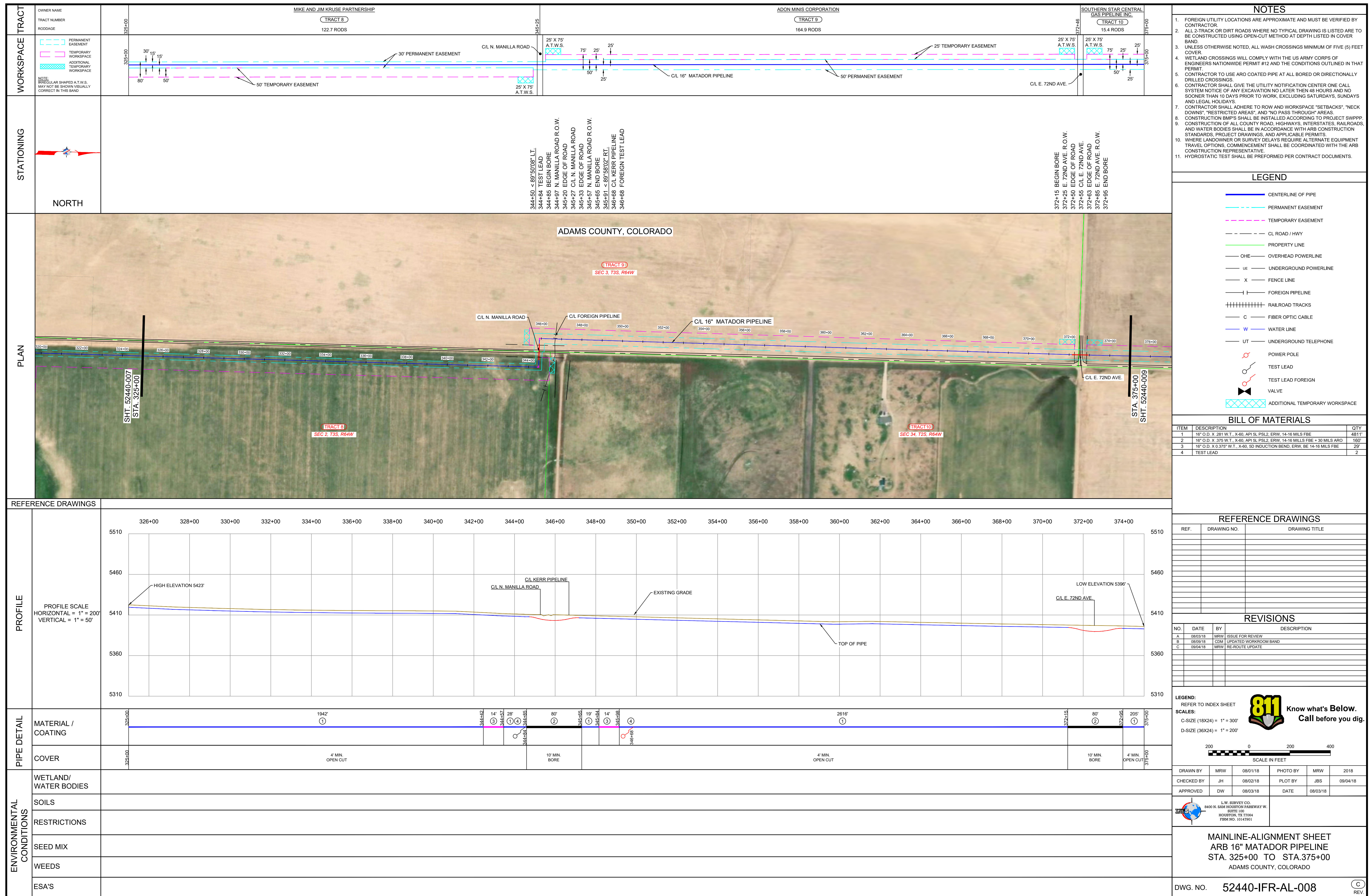


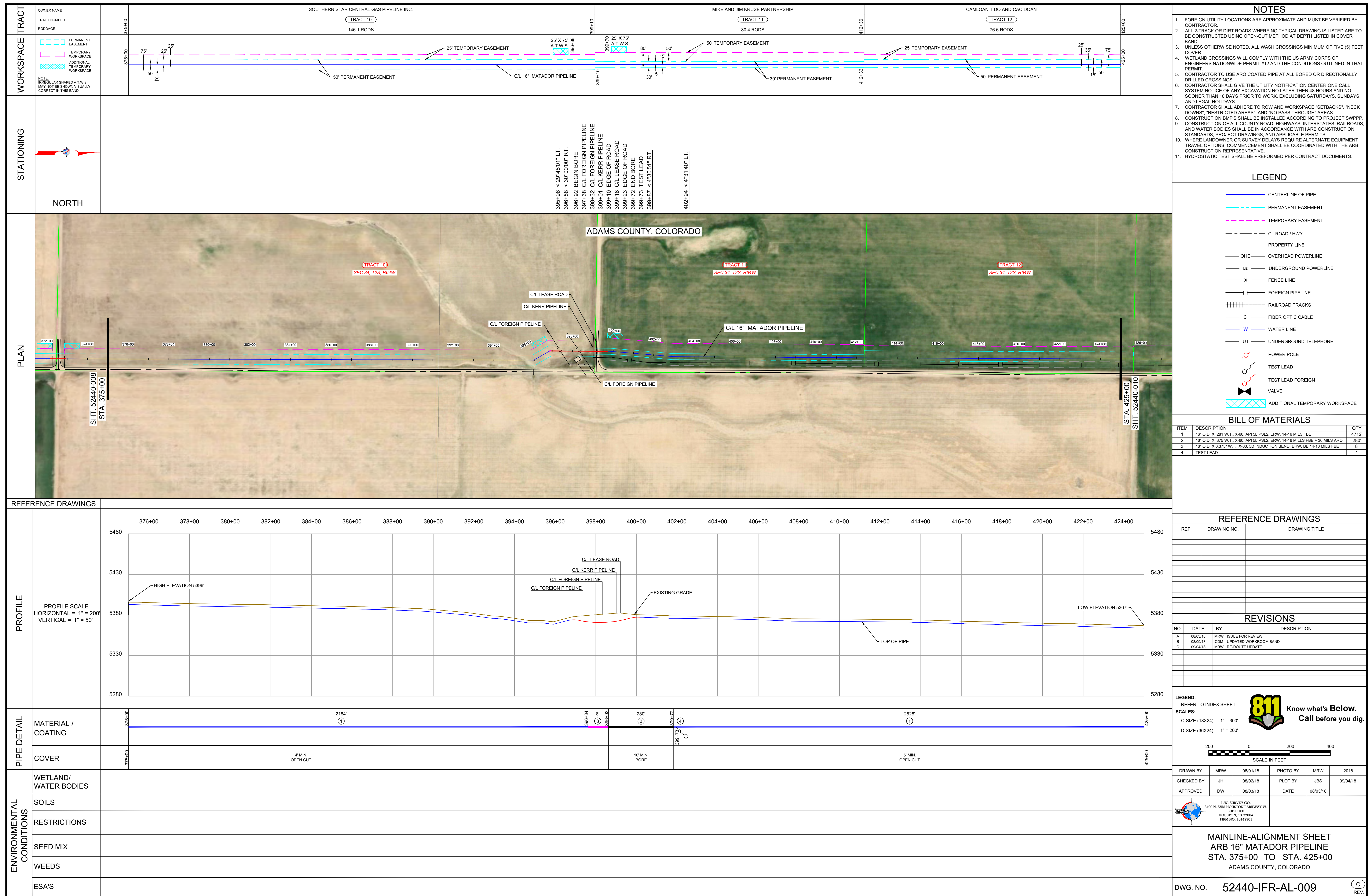


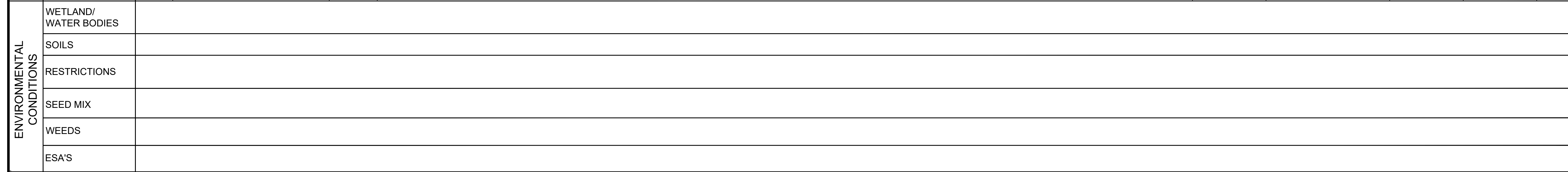
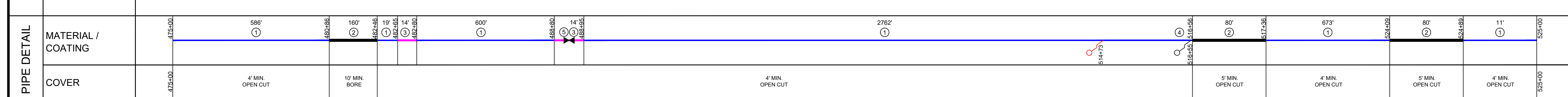
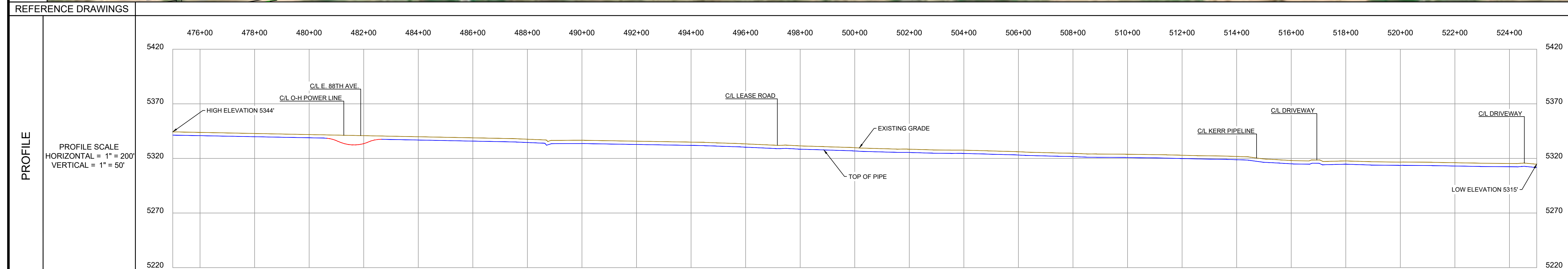
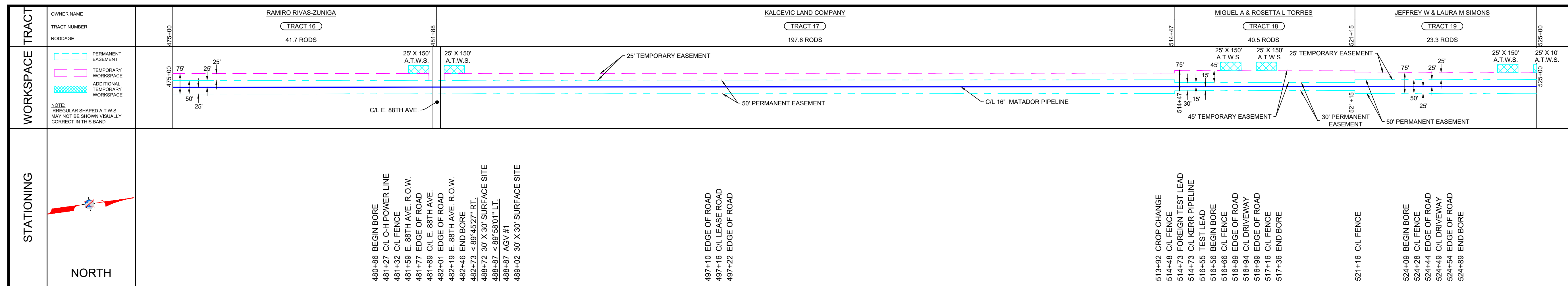


TRACT		OWNER NAME TRACT NUMBER RODDAGE		ADAMS COUNTY TRACT 7 254.5 RODS		NOTES	
WORKSPACE		PERMANENT EASEMENT TEMPORARY WORKSPACE ADDITIONAL TEMPORARY WORKSPACE NOTE: IRREGULAR SHAPED A.T.W.S. MAY NOT BE SHOWN VISUALLY CORRECT IN THIS BAND				<ol style="list-style-type: none">FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.ALL 2-TRACK OR DIRT ROADS WHERE NO TYPICAL DRAWING IS LISTED ARE TO BE CONSTRUCTED USING OPEN-CUT METHOD AT DEPTH LISTED IN COVER BAND.UNLESS OTHERWISE NOTED, ALL WASH CROSSINGS MINIMUM OF FIVE (5) FEET COVER.WETLAND CROSSINGS WILL COMPLY WITH THE US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT #12 AND THE CONDITIONS OUTLINED IN THAT PERMIT.CONTRACTOR TO USE ARO COATED PIPE AT ALL BORED OR DIRECTIONALLY DRILLED CROSSINGS.CONTRACTOR SHALL GIVE THE UTILITY NOTIFICATION CENTER ONE CALL SYSTEM NOTICE OF ANY EXCAVATION NO LATER THEN 48 HOURS AND NO SOONER THAN 10 DAYS PRIOR TO WORK, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS.CONTRACTOR SHALL ADHERE TO ROW AND WORKSPACE "SETBACKS", "NECK DOWNS", "RESTRICTED AREAS", AND "NO PASS THROUGH" AREAS.CONSTRUCTION BMP'S SHALL BE INSTALLED ACCORDING TO PROJECT SWPPP.CONSTRUCTION OF ALL COUNTY ROAD, HIGHWAYS, INTERSTATES, RAILROADS, AND WATER BODIES SHALL BE IN ACCORDANCE WITH ARB CONSTRUCTION STANDARDS, PROJECT DRAWINGS, AND APPLICABLE PERMITS.WHERE LANDOWNER OR SURVEY DELAYS REQUIRE ALTERNATE EQUIPMENT TRAVEL OPTIONS, COMMENCEMENT SHALL BE COORDINATED WITH THE ARB CONSTRUCTION REPRESENTATIVE.HYDROSTATIC TEST SHALL BE PERFORMED PER CONTRACT DOCUMENTS.	
STATIONING							
PLAN							
REFERENCE DRAWINGS						BILL OF MATERIALS	
PROFILE		PROFILE SCALE HORIZONTAL = 1" = 200' VERTICAL = 1" = 50'				ITEM DESCRIPTION QTY 1 16" O.D. X .281 W.T. X .60, API 5L PSL2, ERW, 14-16 MILS FBE 4200'	
PIPE DETAIL		MATERIAL / COATING COVER				REFERENCE DRAWINGS	
ENVIRONMENTAL CONDITIONS		WETLAND/ WATER BODIES SOILS RESTRICTIONS SEED MIX WEEDS ESA'S				REVISIONS	
						NO. DATE BY DESCRIPTION A 08/03/18 MRW ISSUE FOR REVIEW B 08/09/18 CDM UPDATED WORKROOM BAND C 09/04/18 MRW RE-ROUTE UPDATE	
						LEGEND: REFER TO INDEX SHEET SCALES: C-SIZE (18X24) = 1" = 300' D-SIZE (36X24) = 1" = 200'	
				DRAWN BY MRW 08/01/18 PHOTO BY MRW 2018 CHECKED BY JH 08/02/18 PLOT BY JBS 09/04/18 APPROVED DW 08/03/18 DATE 08/03/18			
				MAINLINE-ALIGNMENT SHEET ARB 16" MATADOR PIPELINE STA. 250+00 TO STA. 292+00 ADAMS COUNTY, COLORADO			
				DWG. NO. 52440-IFR-AL-006		C REV	



























NOTES




1. FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
2. ALL 2" TRACKS OR OIL DIRT ROADS WHERE NO TYPICAL DRAWING IS LISTED ARE TO BE CONSTRUCTED USING OPEN-CUT METHOD AT DEPTH LISTED IN COVER BAND.
3. UNLESS OTHERWISE NOTED, ALL WASH CROSSINGS MINIMUM OF FIVE (5) FEET COVER.
4. WETLAND CROSSINGS WILL COMPLY WITH THE US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT #12 AND THE CONDITIONS OUTLINED IN THAT PERMIT.
5. CONTRACTOR TO USE ARO COATED PIPE AT ALL BORED OR DIRECTIONALLY DRILLED CROSSINGS.
6. CONTRACTOR SHALL GIVE THE UTILITY NOTIFICATION CENTER ONE CALL SYSTEM NOTICE OF ANY EXCAVATION NO LATER THAN 48 HOURS AND NO MORE THAN 10 DAYS PRIOR TO WORK, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS.
7. CONTRACTOR SHALL ADHERE TO ROW AND WORKSPACE "SETBACKS," "NECK DOWN," "RESTRICTED AREAS," AND "NO PASS THROUGH" AREAS.
8. CONSTRUCTION BMP'S SHALL BE INSTALLED ACCORDING TO PROJECT SWPPP, CONSTRUCTION OF ALL COUNTY ROAD, HIGHWAYS, INTERSTATES, RAILROADS, AND AIRPORTS. BMP'S ARE IN ACCORDANCE WITH THE CONSTRUCTION STANDARDS, PROJECT DRAWINGS, AND APPLICABLE PERMITS.
9. WHERE LANDOWNER OR SURVEY IS AVAILABLE, REQUIRE ALTERNATE EQUIPMENT TRAVEL OPTIONS, COMMENCEMENT SHALL BE COORDINATED WITH THE ARB CONSTRUCTION REPRESENTATIVE.
10. HYDROSTATIC TEST SHALL BE PERFORMED PER CONTRACT DOCUMENTS.

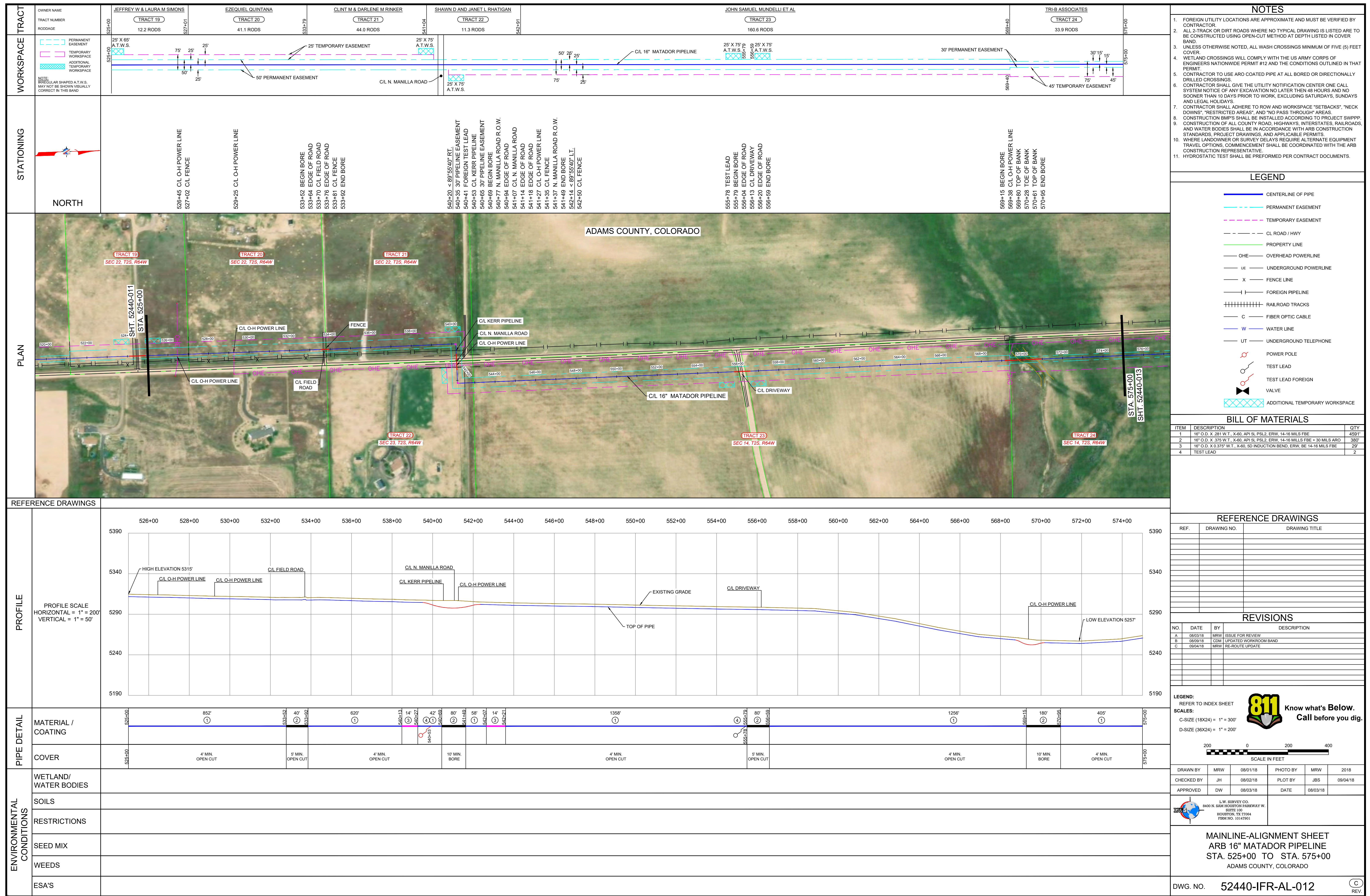
LEGEND

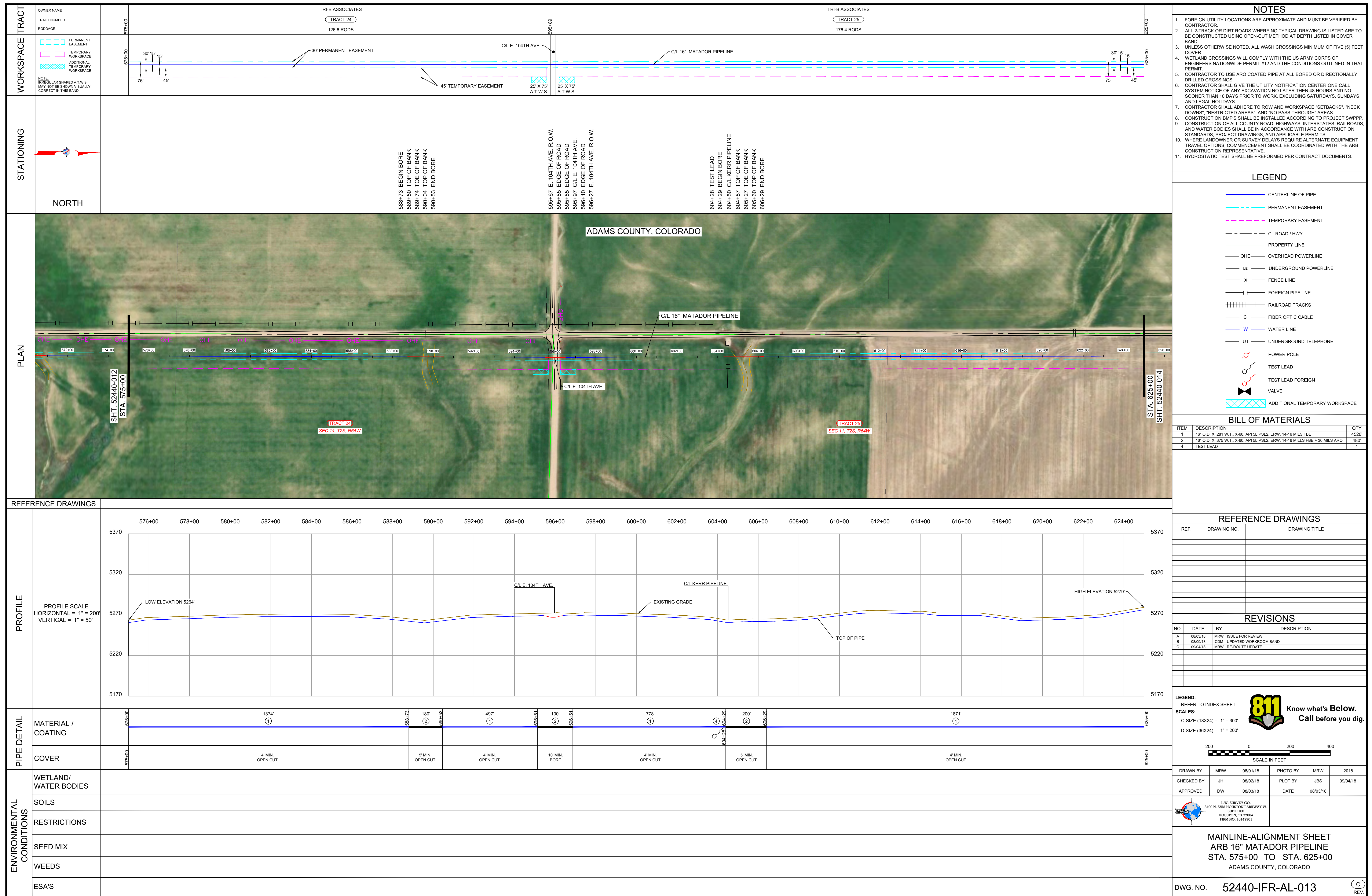
	CENTERLINE OF PIPE
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CL ROAD / HWY
	PROPERTY LINE
	OHE — OVERHEAD POWERLINE
	UE — UNDERGROUND POWERLINE
	X — FENCE LINE
	— FOREIGN PIPELINE
	RAILROAD TRACKS
	C — FIBER OPTIC CABLE
	W — WATER LINE
	UT — UNDERGROUND TELEPHONE
	POWER POLE
	TEST LEAD
	TEST LEAD FOREIGN
	VALVE
	ADDITIONAL TEMPORARY WORKSPACE

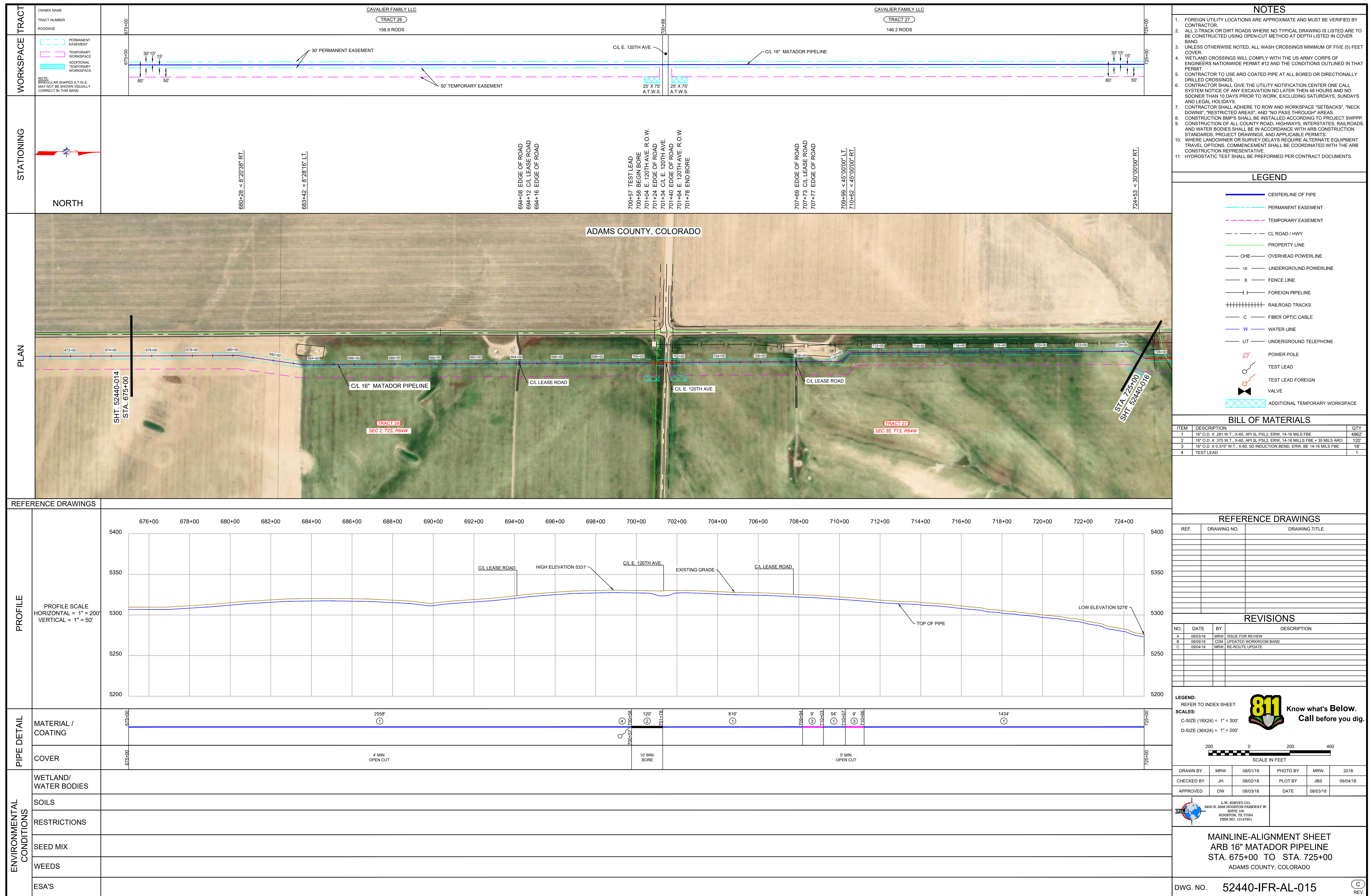
BILL OF MATERIALS		
ITEM	DESCRIPTION	QTY
1	16" O.D. X 281 W.T., X-60, API 5L PS2, ERW, 14-16 MILS FBE	4651'
2	16" O.D. X 375 W.T., X-60, API 5L PS2, ERW, 14-16 MILS FBE + 30 MILS ARO	320'
3	16" O.D. X 0.375" W.T., X-60, SD INDUCTION BEND, ERW, BE 14-16 MILS FBE	29'
4	TEST LEAD	2
5	VALVE	1

[illegible][illegible]

LEGEND: REFER TO INDEX SHEET					
SCALES: C-SIZE (18X24) = 1" = 300' D-SIZE (36X24) = 1" = 200'					
 <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> <p>200 0 200 400</p>  <p>SCALE IN FEET</p> </div> <div style="text-align: right; padding-right: 20px;"> <p>Know what's Below. Call before you dig.</p> </div> </div>					
DRAWN BY	MRW	08/01/18	PHOTO BY	MRW	2018
CHECKED BY	JH	08/02/18	PLOT BY	JBS	09/04/18
APPROVED	DLW	08/03/18	DATE	08/03/18	
 <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> <div style="text-align: center;"> <p>D.W. SURVEY CO. 9400 N. SAK HOUTSON PARKWAY W. SUITE 100 HOUSTON, TX 77064 FIRM NO. 0147291</p> </div> </div>					
<p>MAINLINE-ALIGNMENT SHEET ARB 16" MATADOR PIPELINE STA. 475+00 TO STA. 525+00 ADAMS COUNTY, COLORADO</p>					
<div style="display: flex; justify-content: space-between;"> DWG. NO. 52440-IFR-AL-011 </div>					
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; display: flex; align-items: center; justify-content: center; margin-right: 10px;"> C </div> <div> REV. </div> </div>					







TRACT

OWNER NAME
TRACT NUMBER
RODDAGE

WORKSPACE

PERMANENT EASEMENT

TEMPORARY WORKSPACE

ADDITIONAL TEMPORARY WORKSPACE

NOTE:
IRREGULAR SHAPED A.T.W.S.
MAY NOT BE SHOWN VISUALLY
CORRECT IN THIS BAND

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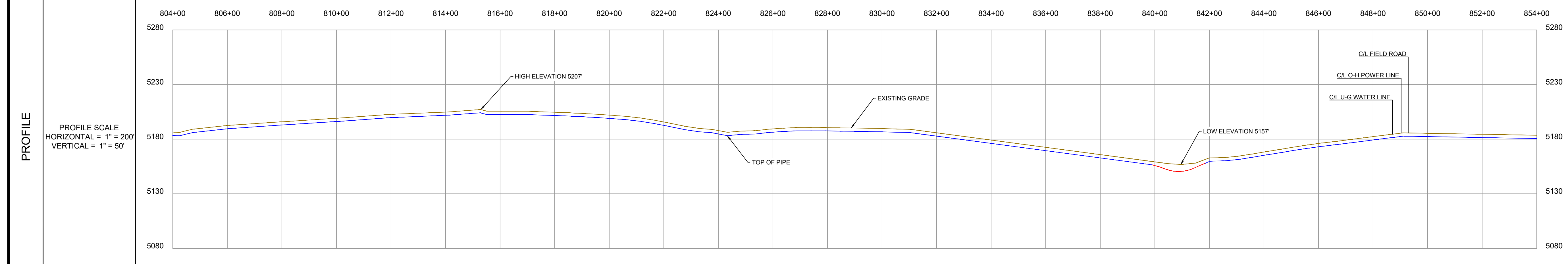
NOTES

1. FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
1. ALL 2' OR DEEPER OR DIRT ROWS WHERE NO TYPICAL DRAWING IS LISTED ARE TO BE CONSTRUCTED USING OPEN-CUT METHOD AT DEPTH LISTED IN COVER BAND.
3. UNLESS OTHERWISE NOTED, ALL WASH CROSSINGS MINIMUM OF FIVE (5) FEET COVER.
4. WETLAND CROSSINGS WILL COMPLY WITH THE US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT #12 AND THE CONDITIONS OUTLINED IN THAT PERMIT.
5. CONTRACTOR TO USE AR COATED PIPE AT ALL BORED OR DIRECTIONALLY DRILLED CROSSINGS.
6. CONTRACTOR SHALL GIVE THE UTILITY NOTIFICATION CENTER ONE CALL SYSTEM NOTICE OF ANY EXCAVATION NO LATER THEN 48 HOURS AND NO SOONER THAN 10 DAYS PRIOR TO WORK. EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS.
7. CONTRACTOR SHALL ADHERE TO ROW AND WORKSPACE "SETBACKS", "NECK DOWNS", "RESTRICTED AREAS", AND "NO PASS THROUGH" AREAS.
8. CONSTRUCTION BMP'S SHALL BE INSTALLED ACCORDING TO PROJECT SWPPP, CONSTRUCTION OF ALL COUNTY ROAD, HIGHWAYS, INTERSTATES, RAILROADS, AND WATER BODIES SHALL BE IN ACCORDANCE WITH ARB CONSTRUCTION STANDARDS, PROJECT DRAWINGS, AND APPLICABLE PERMITS.
9. WORKING AND/OR SURVEYING PLANS REQUIRE ALTERNATE EQUIPMENT TRAVEL OPTIONS, COMMENCEMENT SHALL BE COORDINATED WITH THE ARB CONSTRUCTION REPRESENTATIVE.
11. HYDROSTATIC TEST SHALL BE PERFORMED PER CONTRACT DOCUMENTS.

LEGEND	
	CENTERLINE OF PIPE
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CL ROAD / HWY
	PROPERTY LINE
	OHE— OVERHEAD POWERLINE
	UE — UNDERGROUND POWERLINE
	FENCE LINE
	FOREIGN PIPELINE
	RAILROAD TRACKS
	FIBER OPTIC CABLE
	WATER LINE
	UT — UNDERGROUND TELEPHONE
	POWER POLE
	TEST LEAD
	TEST LEAD FOREIGN
	VALVE
	ADDITIONAL TEMPORARY WORKSPACE

BILL OF MATERIALS		
ITEM	DESCRIPTION	QTY
1	16" O.D. X .281 W.T., X-60, API 5L PSL2, ERW, 14-16 MILS FBE	4686"
2	16" O.D. X .375 W.T., X-60, API 5L PSL2, ERW, 14-16 MILS FBE + 30 MILS ARO	320"
3	16" O.D. X 0.375" W.T., X-60, SD INDUCTION BEND, ERW, BE 14-16 MILS FBE	14'
4	TEST LEAD	1

REFERENCE DRAWINGS	




PIPE DETAIL	MATERIAL / COATING		
	COVER		

ENVIRONMENTAL CONDITIONS	WETLAND/ WATER BODIES	
	SOILS	
	RESTRICTIONS	
	SEED MIX	
	WEEDS	
	ESA'S	


[illegible][illegible]

LEGEND:
 REFER TO INDEX SHEET

SCALES:
 C-SIZE (1/8x24") = 1" = 300'
 D-SIZE (3/6x24") = 1" = 200'




**Know what's Below.
 Call before you dig.**

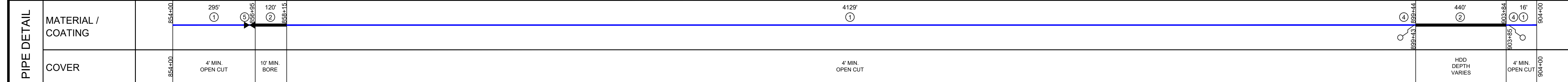
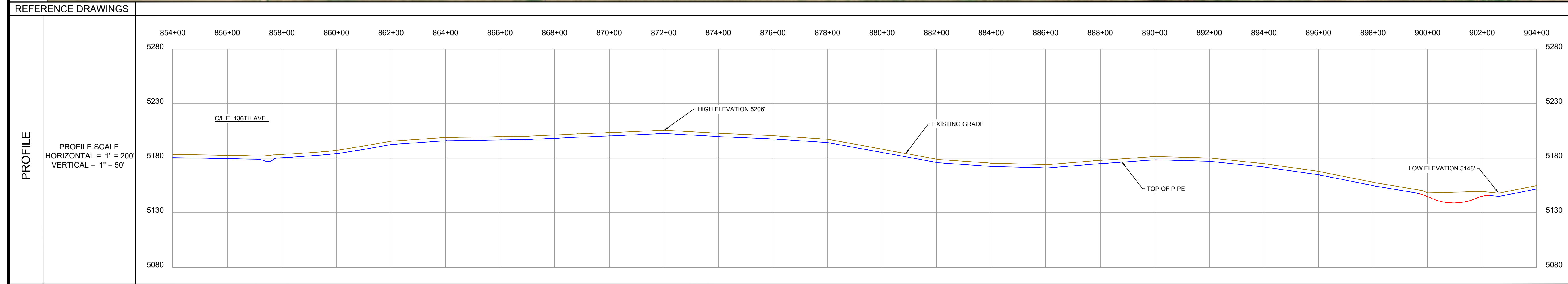
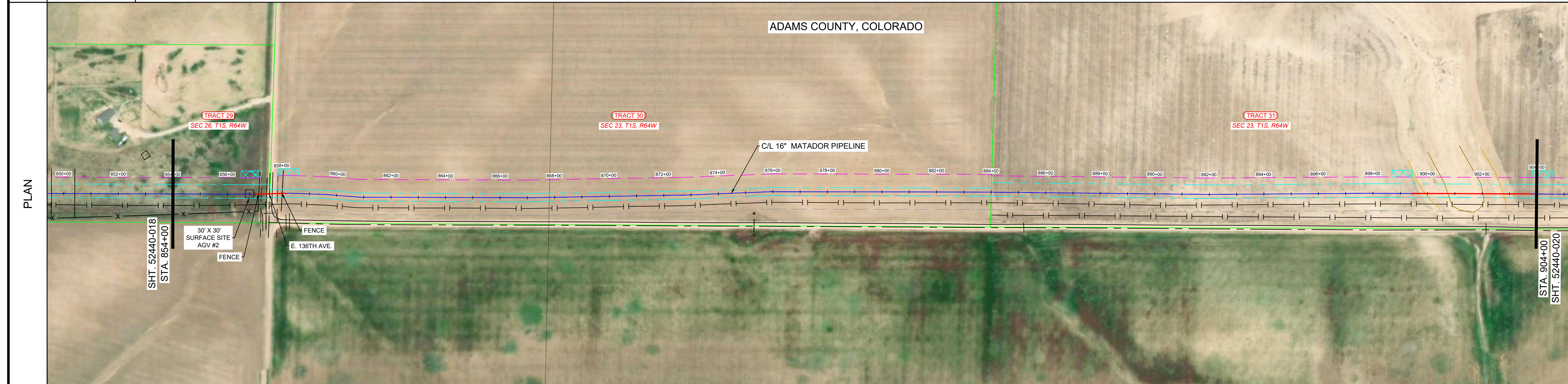
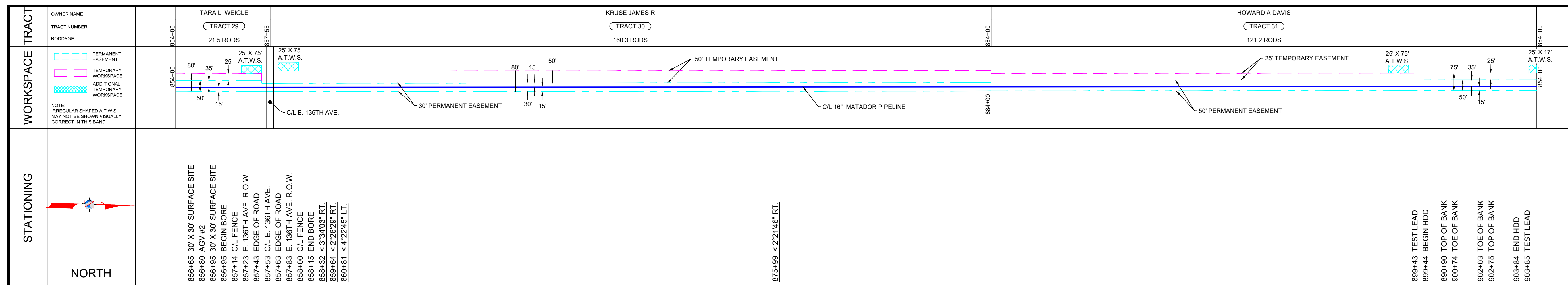


SCALE IN FEET

DRAWN BY	MRW	08/01/18	PHOTO BY	MRW	2018
CHECKED BY	DH	08/02/18	PLOT BY	JBS	09/04/18
APPROVED	JW	08/03/18	DATE	08/03/18	




















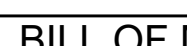
L.W. SURVEY CO.
 8400 N. SAM HOUSTON PARKWAY W.
 SUITE 100
 HOUSTON, TX 77064
 77064 N.O. 1417064



ENVIRONMENTAL CONDITIONS	WETLAND/ WATER BODIES	
	SOILS	
	RESTRICTIONS	
	SEED MIX	
	WEEDS	
	ESA'S	

NOTES

1. FOREIGN UTILITY LOCATIONS ARE APPROXIMATE AND MUST BE VERIFIED BY CONTRACTOR.
2. ALL TRENCH OR DIRT ROAD WHERE NO TYPICAL DRAWING IS LISTED ARE TO BE CONSTRUCTED USING OPEN-CUT METHOD AT DEPTH LISTED IN COVER BAND.
3. UNLESS OTHERWISE NOTED, ALL WASH CROSSINGS MINIMUM OF FIVE (5) FEET COVER.
4. WETLAND CROSSINGS WILL COMPLY WITH THE US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT #12 AND THE CONDITIONS OUTLINED IN THAT PERMIT.
5. CONTRACTOR TO USE ARO COATED PIPE AT ALL BORED OR DIRECTIONALLY DRILLED CROSSINGS.
6. CONTRACTOR SHALL GIVE THE UTILITY NOTIFICATION CENTER ONE CALL SYSTEM NOTICE OF ANY EXCAVATION NO LATER THEN 48 HOURS AND NO SOONER THAN 10 DAYS PRIOR TO WORK, EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS.
7. CONTRACTOR SHALL ADHERE TO ROW AND WORKSPACE "SETBACKS", "NECK DOWNS", "RESTRICTED AREAS", AND "NO PASS THROUGH" AREAS.
8. CONSTRUCTION BMP'S SHALL BE INSTALLED ACCORDING TO PROJECT SWPPP.
9. CONSTRUCTION OF ALL COUNTY ROAD, HIGHWAYS, INTERSTATES, RAILROADS, AND WATER BODIES SHALL BE IN ACCORDANCE WITH ARB CONSTRUCTION STANDARDS, PROJECT DRAWINGS, AND APPLICABLE PERMITS.
10. WORK STOPPAGE OR SURVEY DELAYS REQUIRE ALTERNATE EQUIPMENT TRAVEL OPTIONS, COMMENCEMENT SHALL BE COORDINATED WITH THE ARB CONSTRUCTION REPRESENTATIVE.
11. HYDROSTATIC TEST SHALL BE PERFORMED PER CONTRACT DOCUMENTS.


	CENTERLINE OF PIPE
	PERMANENT EASEMENT
	TEMPORARY EASEMENT
	CL. ROAD / HWY
	PROPERTY LINE
	OVERHEAD POWERLINE
	UNDERGROUND POWERLINE
	FENCE LINE
	FOREIGN PIPELINE
	RAILROAD TRACKS
	FIBER OPTIC CABLE
	WATER LINE
	UNDERGROUND TELEPHONE
	POWER POLE
	TEST LEAD
	TEST LEAD FOREIGN
	VALVE
	ADDITIONAL TEMPORARY WORKSPACE

BILL OF MATERIALS		
ITEM	DESCRIPTION	QTY
1	16" O.D. X .281 W.T., X-60, API 5L PSL2, ERW, 14-16 MILLS FBE	4440'
2	16" O.D. X .375 W.T., X-60, API 5L PSL2, ERW, 14-16 MILLS FBE + 30 MILLS ARO	560'
4	TEST LEAD	2
5	VALVE	1


[illegible][illegible]

LEGEND:
 REFER TO INDEX SHEET

SCALES:
 C-SIZE (18x24) = 1" = 300'
 D-SIZE (36x24) = 1" = 200'



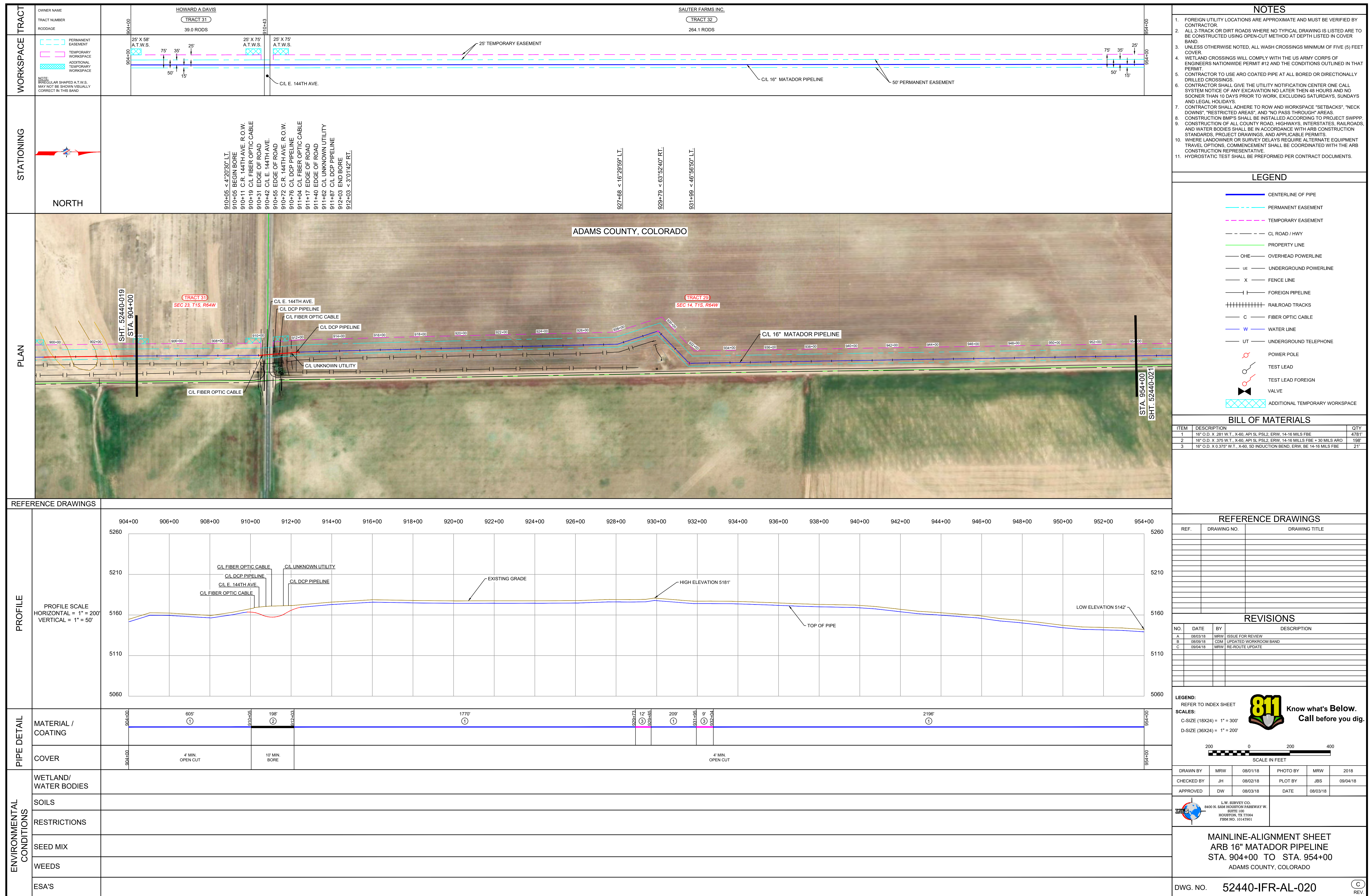
**Know what's Below.
 Call before you dig.**

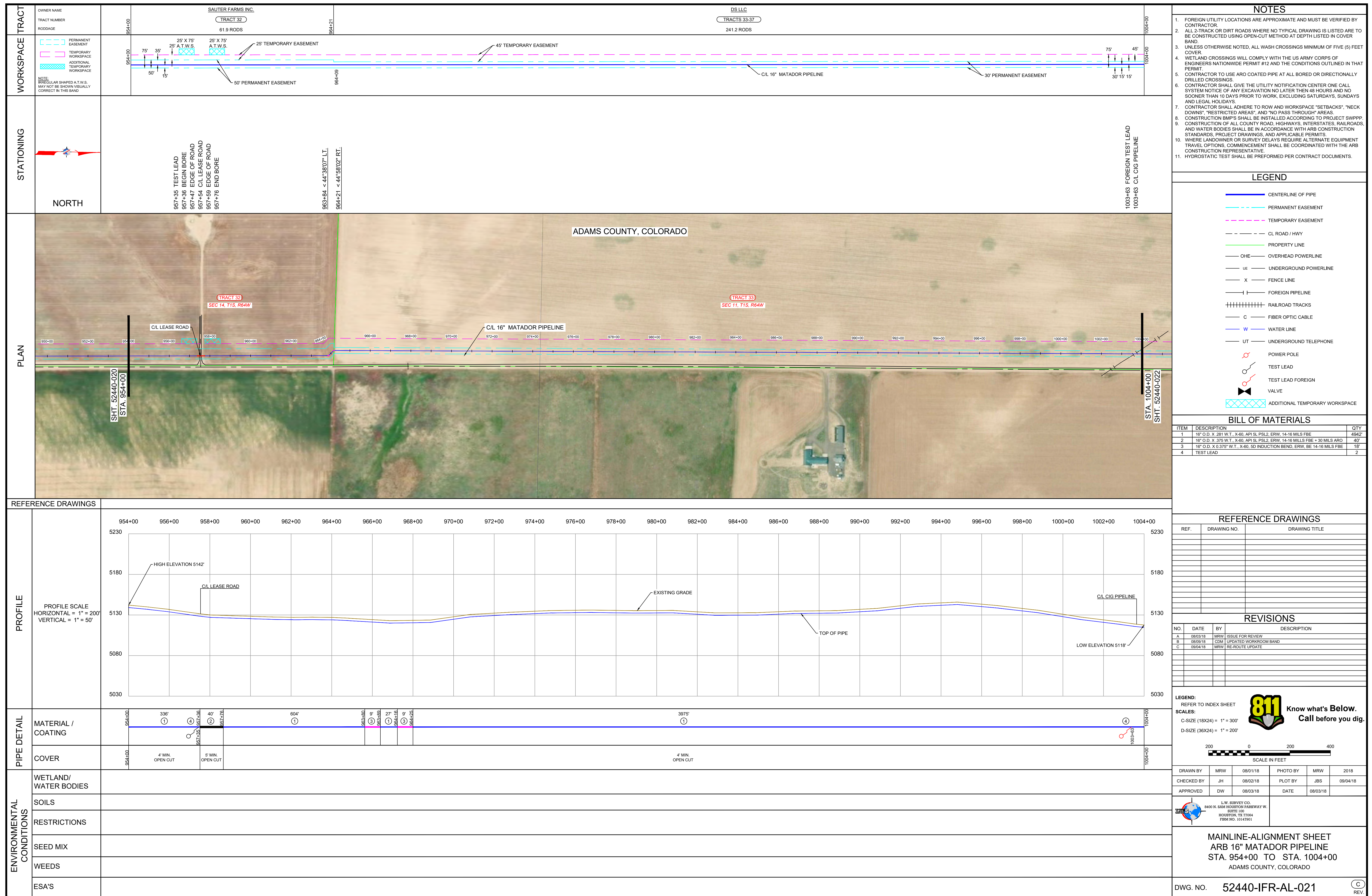


SCALE IN FEET

DRAWN BY	MRW	08/01/18	PHOTO BY	MRW	2018
CHECKED BY	DW	08/02/18	PLOT BY	JBS	09/04/18
APPROVED	JH	08/03/18	DATE	08/03/18	

8400 N. SAM HOUSTON PARKWAY W.,
 SUITE 100
 HOUSTON, TEXAS 77064
 (713) 491-1901







Development Review Team Comments

Date: 10/29/18

Project Number: RCU2018-00048

Project Name: ARB Matador Pipeline and CDP Facility

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. Conditional Use Permits for approximately 21 miles of crude oil pipeline and a central delivery point (Bennett Station) located at 1631 Manilla Road. Pipeline proposed between 12-16 inches in diameter.

PLN2. SITE LOCATION/ZONING CDP FACILITY:

- a. Bennett Station located at 1631 Manilla Road/ 0181700000105 is approximately 145 acres and designated as Agriculture-3 (A-3). This designation is for parcels of 35 acre or greater and intended for farming, food production, and pasturage.
- b. Site is within the Airport Influence Zone (Section 3-34) which is intended to provide areas within the County suitable for the economical development and safe operation of air carrier and/or general aviation airports for public use without adversely affecting the activities upon surrounding properties
- c. A portion of the site is within Restriction Area One which prohibits construction of any structures. A portion of the site is also within Restriction Area Two which prohibits construction of residences.

PLN3. SITE LOCATION/ZONING PIPELINE:

- a. Pipeline preferred route is primarily designated A-3 with a portion designated Aviation (AV) through the Colorado Air and Spaceport.
- b. CDP facility is designated as Agriculture-3 (A-3).

PLN4. COMPREHENSIVE PLAN:

- a. CDP Facility location is designated Mixed Use Employment which is intended to allow a mixture of employment uses, including offices, retail, and clean, indoor manufacturing, distribution, warehousing, and airport and technology uses.
- b. Impacted parcels are along all three pipeline routes are predominately designated as Agriculture on the Future Land Use Map. The portion of pipeline through the Colorado Air and Spaceport is designated Public.

PLN5. CDP FACILITY COMMENTS:

- a. General information provide in application:
 - Estimated \$75 million project cost, generate \$2 million annually in tax revenue
 - Full storage capacity 27.88 million gallons (13 million at initial).
 - 80,000 –barrel tank at 62 ft tall with communications tower at 35 ft tall. Obtained FAA determination of no hazard. No correspondence back from DIA
 - Site includes: crude oil storage, water storage (fire safety), construction material storage yard, communication tower, office, pumps/ meters/ valves
 - Proposed 3 access points off Manilla Rd (includes one emergency access)
 - Estimated 50-year lifespan (eliminate 2.2. million trips in 12 years)
- b. Water: current permit does not allow for industrial use. Staff has concerns regarding ability to provide adequate water supply for office uses and landscape requirements.
Additional information is required.
- c. Sanitation: construct new OWTS, to be reviewed by Tri-County Health.
- d. Fire: on-site water tank as requested by Bennett Fire
- e. Air Quality: APEN required from CDPHE with fugitive dust control plan
 - Emit 67.9 tons of VOC per year (minor source by State Commission standards)
- f. Noise: 80 dBA during construction. 7a-7p M-Sat
 - **Please provide proposed hours of operation and # of employees at CDP facility.**
- g. Odor: Application states minimal odor will be generated by the storage use.
- h. Access/ Traffic: **Please provide more information on the expected # of truck trips delivering to the site**
- i. Visual mitigation (landscape and screening):
 - Please provide updated site plan with setbacks of all structures and use areas.
 - Staff has concerns with the location of the proposed facility on the overall parcel and impacts to potential Mixed Use Employment development. Is there any possibility of locating the storage tanks further west on the parcel?
 - In addition to landscape, would the applicant consider painting murals on the storage tanks to provide enhanced visual mitigation?

- Please provide fence detail (elevation) on the landscape plan, including height, material, and design.
- Vehicle parking and drive aisles must be paved with appropriate surface.
- Please provide Table on landscape plan indicating numbered use areas (same as on site plan).
- Please provide the overall acres proposed to be developed as CDP facility. The landscape plan must include information as to how the site conforms to the minimum 10% lot landscape, 50% along right-of-way, and buffers. This can be an additional table depicting required vs. provided landscape.
- Please include % living material, % non-living material.
- Please include maintenance and survival standards from Section 4-16 on the landscape plan.

PLN6. PIPELINE COMMENTS:

- General information: 16 road crossings, buried 48 inches, impacts 25 landowners across 47 parcels
- Based on the routing maps in the application, **please provide the number of active wells in the vicinity of each of the proposed routes.**
- Based on the water well location map, there are 3 locations where the preferred route is in close proximity to the wells. **Please provide additional information on the pipeline location and how impacts to the water wells will be mitigated.**
- Please provide a map** showing the location of the approved Watkins Pipeline and the preferred Matador alignment, especially from the CDP facility to E. 56th avenue. Staff has concerns about impacts of multiple oil and gas pipeline easements on private property and requests more detailed information to compare locations.

PLN7. ANTICIPATED CONDITIONS OF APPROVAL:

- Development Agreement to address pre-construction requirements, construction and operational standards, etc.
- Expiration date of CDP facility.
- Submittal of all executed easement agreements along the approved route prior to issuance of construction or building permits.
- Provide a shapefile or legal description of the approved route for resolution and mapping.
- Landscape and screening plan and installation date.
- Submittal of emergency response and spill prevention plans
- Submit copy of APEN

Commenting Division: Development Services, Engineering:

Name of Reviewer: Greg Labrie

Email: glabrie@adcogov.org

ENG1: To be provided separately.

Commenting Division: Development Services, Right-of-Way

Name of Reviewer: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: Pipelines should be located in easements on private property. Said easements should be placed outside of the ultimate Right-of-ways of County roads as delineated by the Adams County Transportation Plan, approved 2012.

ROW2: 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.

ROW3: As development of the Transportation Plan is implemented and if the location and existence of Developer's permanent easement precludes such development, 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.

Commenting Division: Environmental Analyst

Name of Reviewer: Jennifer Rutter

Email: jrutter@adcogov.org

ENV1. No comments.

Commenting Division: Development Services Building and Safety

Name of Reviewer: Justin Blair

Email: jblair@adcogov.org

BSD1- No comments.

Commenting Division: Parks and Open Space

Name of Reviewer: Aaron Clark

Email: aclark@adcogov.org

PRK1: No comments.



Development Review Team Comments

Date: 12/18/18

Project Number: RCU2018-00048

Project Name: DJ South Matador Pipeline and Bennett Station CDP Facility

For submission of revisions to applications, a cover letter addressing each staff review comments must be provided. The cover letter must include the following information: restate each comment that require a response and provide a response below the comment; respond to each comment with a description of the revisions and the page of the response on the site plan. And identify any additional changes made to the original document other than those required by staff.

A re-submittal is required. Please submit 1 hard copy and 1 electronic copy to the Community and Economic Development Department front desk with the re-submittal form.

An additional 20% review fee will be required after the third review and upon submittal of the fourth review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. Conditional Use Permits for approximately 21 miles of 16-inch crude oil pipeline and a central delivery point (Bennett Station) located at 1631 Manilla Road.
- b. **Development Agreement** for construction, public improvements, and on-going site operations.

PLN2. CDP FACILITY COMMENTS:

- a. Water: **Proof of commercial well permit will be a condition of approval.**
- b. Hours of Operation: **Re-submittal stated deliveries may hour 24 hours per day. Hours of operation will be a condition of approval.**
- c. Visual mitigation (landscape and screening):
 - Please provide updated site plan with setbacks (can be in table format) of all structures from all property lines. Mainly provide setbacks for tanks, communications tower, water tank, and office building.
 - Revised plans show a 6' chain link fence with 1' of barbed wire. This does not provide adequate screening. Chain link with a privacy option may be utilized on the north, west, and south property lines. A solid screen fence with decorative

elements must be installed along Manilla Rd. In addition, long runs of fencing are discouraged and variation (step backs) should be utilized.

PLN3. DEVELOPMENT AGREEMENT COMMENTS:

- a. Tri-County Health Department water well mitigation measures shall be included in the Development Agreement.
- b. CPW BMPs for construction and noxious weed management shall be included in the agreement.

PLN4. ANTICIPATED CONDITIONS OF APPROVAL:

- a. Development Agreement to address pre-construction requirements, construction and operational standards.
- b. Expiration date of CDP facility.
- c. Hours of operation, including deliveries (7a-7p Mon-Sat)
- d. Submit approved commercial well permit
- e. Submittal of all executed easement agreements along the approved route prior to issuance of construction or building permits.
- f. Provide a shapefile or legal description of the approved route for resolution and mapping.
- g. Parking, landscape, and screening (fence) plan and installation date. A bond for 125% of the improvements will be required if Certificate of Occupancy requested prior to installation.
- h. Submittal of emergency response and spill prevention plans
- i. Submit copy of APEN
- j. Submit approved Xcel Energy license agreements
- k. Submit approved CDOT permits
- l. Right of way dedication

Commenting Division: Development Services, Engineering:

Name of Reviewer: Greg Labrie

Email: glabrie@adcogov.org

ENG1: In accordance to Chapter 5, Section 5-04-01-02-03 of the Adams County Development Standard and Regulations, all curb, gutter and sidewalks shall be constructed prior to the issuance of a building permit for any residential, commercial, or industrial structures. A development improvement agreement and appropriate collateral shall be required for all curb, gutter and sidewalk improvements.

Commenting Division: Development Services, Right-of-Way

Name of Reviewer: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: No comments.

Commenting Division: Environmental Analyst

Name of Reviewer: Jennifer Rutter

Email: jrutter@adcogov.org

ENV1. The BMPs outlined in the Biological Resources Assessment should be included in the permit as conditions of approval or development agreement:

1. Horizontal directional drilling shall be used to avoid impacts to wetlands and waterbodies.
2. The Natural Resources Conservation Service (NRCS) shall be consulted when determining seed mixtures and seeding rates for disturbed areas.
3. 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.
4. 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.
5. 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.
6. In areas of trenching, any trenches left overnight should 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.



Development Review Team Comments

Date: 2/12/19

Project Number: RCU2018-00048

Project Name: DJ South Matador Pipeline and Bennett Station CDP Facility

A re-submittal is required for the development agreement only. Please email an electronic copy to your case manager for review.

Commenting Division: Development Services, Planning

Name of Reviewer: Emily Collins

Email: ecollins@adcogov.org

PLN1. REQUEST:

- a. Conditional Use Permits for approximately 21 miles of 16-inch crude oil pipeline and a central delivery point (Bennett Station) located at 1631 Manilla Road.
- b. Development Agreement for construction, public improvements, and on-going site operations for the pipeline and Manilla Road improvements.
- c. **A third submittal was received on January 22, 2019.**

PLN2. CDP FACILITY COMMENTS:

- a. Applicant is requesting no expiration date of the facility in association with the pipeline and integrated functionality. All final recommended conditions of approval will be outlined in the staff report for your review prior to public hearing.
- b. Visual mitigation (landscape and screening plan): No additional comments.

PLN3. DEVELOPMENT AGREEMENT COMMENTS:

- a. **See attached redlines. Staff is not supportive of a development agreement that does not include the specific amount of collateral as this amount needs to be approved by BOCC. Staff recommends a separate development agreement be submitted with the engineering construction plans review. This agreement can be approved separately on BOCC consent agenda, prior to issuance of construction permits for the CDP facility site.**

PLN4. ANTICIPATED CONDITIONS OF APPROVAL:

- a. Development Agreement to address pre-construction requirements, construction and operational standards.
- b. Expiration date of CDP facility.
- c. Hours of operation, including deliveries
- d. Submit approved commercial well permit

- e. Submittal of all executed easement agreements along the approved route prior to issuance of construction or building permits.
- f. Provide a shapefile or legal description of the approved route for resolution and mapping.
- g. Parking, landscape, and screening (fence) plan and installation date. A bond for 125% of the improvements will be required if Certificate of Occupancy requested prior to installation.
- h. Submittal of emergency response and spill prevention plans
- i. Submit copy of APEN
- j. Submit approved Xcel Energy license agreements
- k. Submit approved CDOT permits
- l. Right of way dedication
- m. Submit construction plans for Manilla Rd. improvements and separate development agreement with collateral prior to issuance of construction or building permits.

Commenting Division: Development Services, Engineering:

Name of Reviewer: Greg Labrie

Email: glabrie@adcogov.org

ENG1: In accordance to Chapter 5, Section 5-04-01-02-03 of the Adams County Development Standard and Regulations, all curb, gutter and sidewalks shall be constructed prior to the issuance of a building permit for any residential, commercial, or industrial structures. A development improvement agreement and appropriate collateral shall be required for all curb, gutter and sidewalk improvements.

Commenting Division: Development Services, Right-of-Way

Name of Reviewer: Marissa Hillje

Email: mhillje@adcogov.org

ROW1: No comments.

Commenting Division: Environmental Analyst

Name of Reviewer: Jennifer Rutter

Email: jrutter@adcogov.org

ENV1. No comments.

Emily Collins

From: Even, Whitney [weven@brightonfire.org]
Sent: Monday, October 29, 2018 7:49 AM
To: Emily Collins
Subject: RE: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Good afternoon Emily,

We do not have any comments at this time. Thank you!



Whitney Even
Fire Marshal
Brighton Fire Rescue District
500 S. 4th Ave. 3rd Floor
Brighton, CO 80601
303-659-4101
www.brightonfire.org

From: Gutierrez, Carla
Sent: Friday, October 5, 2018 12:34 PM
To: Even, Whitney <weven@brightonfire.org>
Subject: FW: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility



From: Emily Collins [<mailto:ECollins@adcogov.org>]
Sent: Friday, October 5, 2018 12:01 PM
To: 'landuse@tchd.org' <landuse@tchd.org>; George, Donna L <Donna.L.George@xcelenergy.com>; Marisa Dale <mdale@UnitedPower.com>; linda.bruce@faa.gov; matt.schaefer@adams12.org; 'Caleb J. Connor' <CalebConnor@BennettFireRescue.org>; 'lori.hight@cityofthornton.net' <lori.hight@cityofthornton.net>; 'patrick.j.pfaltzgraff@state.co.us' <patrick.j.pfaltzgraff@state.co.us>; brandyn.wiedrich@centurylink.com; richard.coffin@state.co.us; serena.rocksond@state.co.us; sean.hackett@state.co.us; eliza.hunholz@state.co.us; Jim Kaiser <Jim.Kaiser@cityofthornton.net>; Director@bennettrec.org; robinp@bsd29j.com; Loeffler - CDOT, Steven <steven.loeffler@state.co.us>; bradley.sheehan@state.co.us; thomas_lowe@cable.comcast.com; 'chris.quinn@rtd-denver.com' <chris.quinn@rtd-denver.com>; Simmonds, Craig <CSimmonds@mwr.dst.co.us>; bkaufman@intermountain-rea.com; mmeier@up.com; jemashek@up.com; Kerrie Monti <kmonti@sd27j.net>; Gutierrez, Carla <CGutierrez@brightonfire.org>
Cc: Nicci Beauprez <NBeauprez@adcogov.org>; Christine Fitch <CFitch@adcogov.org>
Subject: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Hello!

Please see the attached Request for Comments on the above case. **Comments are due by Friday October 26th.**

Thank you for your review!



Emily Collins, AICP

Emily Collins

From: Caleb J. Connor [CalebConnor@BennettFireRescue.org]
Sent: Monday, October 08, 2018 10:47 AM
To: Emily Collins
Cc: Nicci Beauprez; Christine Fitch; Richard Atkins
Subject: RE: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Emily,

I do not believe the Fire District will have any comments for this case. We generally just ask that the contractor notify us when work will be starting and duration for possible emergencies during the construction phase. Other than that, post-construction these provide little impact on us after they are buried. The most we have asked for in the past is the applicant to supply us with a map of the value locations that are above ground. LEPC and OEM may want that information as well.



Thanks!

Captain Caleb J. Connor
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: Emily Collins <ECollins@adcogov.org>
Sent: Friday, October 5, 2018 12:01 PM
To: 'landuse@tchd.org' <landuse@tchd.org>; George, Donna L <Donna.L.George@xcelenergy.com>; Marisa Dale <mdale@UnitedPower.com>; linda.bruce@faa.gov; matt.schaefer@adams12.org; 'Caleb J. Connor' <CalebConnor@BennettFireRescue.org>; 'lori.hight@cityofthornton.net' <lori.hight@cityofthornton.net>; 'patrick.j.pfaltzgraff@state.co.us' <patrick.j.pfaltzgraff@state.co.us>; brandyn.wiedrich@centurylink.com; richard.coffin@state.co.us; serena.ocksund@state.co.us; sean.hackett@state.co.us; eliza.hunholz@state.co.us; Jim Kaiser <Jim.Kaiser@cityofthornton.net>; Director@bennettrec.org; robinp@bsd29j.com; Loeffler - CDOT, Steven <steven.loeffler@state.co.us>; bradley.sheehan@state.co.us; thomas_lowe@cable.comcast.com; 'chris.quinn@rtd-denver.com' <chris.quinn@rtd-denver.com>; Simmonds, Craig <CSimmonds@mwr.dst.co.us>; bkaufman@intermountain-rea.com; mmeier@up.com; jemashek@up.com; Kerrie Monti <kmonti@sd27j.net>; Gutierrez, Carla <CGutierrez@brightonfire.org>
Cc: Nicci Beauprez <NBeauprez@adcogov.org>; Christine Fitch <CFitch@adcogov.org>
Subject: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Hello!

Please see the attached Request for Comments on the above case. **Comments are due by Friday October 26th.**

Thank you for your review!



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

Submitted via email to: ecollins@adcogov.org

October 24, 2018

Emily Collins
Community and Economic Development Department
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601-8218

Re: Case No. RCU2018-00048

Dear Emily Collins:

The Colorado Department of Public Health and Environment (CDPHE) has the following comments on the Matador Crude Oil Pipeline request for comments (Case No. RCU2018-00048). The following requirements are not intended to be an exhaustive list and it is ultimately the responsibility of the applicant to comply with all applicable rules and regulations.

In Colorado, most businesses that are or will be emitting air pollutants above certain levels are required to report those emissions to the Division by completing an Air Pollutant Emissions Notice (APEN). This is a two in one form for reporting air emissions and to obtain an air permit, if a permit will be required. While only businesses that exceed the AQCC reporting thresholds are required report their emissions, all businesses - regardless of emission amount - must always comply with the Colorado Air Quality Control Commission regulations.

CDPHE supports construction precautions to prevent and minimize dust migration during project activities and notes that land development construction activities (earth moving) that are greater than **25 acres** or more than **six months in duration** require an APEN from the Air Pollution Control Division and may be required to obtain an air permit depending on estimated emissions. In addition, a start-up notice must be submitted thirty days prior to beginning a land development project.

Additional information on APENs and air permits can be found at <https://www.colorado.gov/pacific/cdphe/apen-and-permitting-guidance>. This site explains the process to obtain APENs and air quality permits, as well as information on



calculating emissions, exemptions, and additional requirements. You may also view AQCC Regulation Number 3 at <https://www.colorado.gov/pacific/cdphe/aqcc-regs> for the complete regulatory language.

If you have any questions regarding Colorado's APEN or air permitting requirements or are unsure whether your business operations emit air pollutants, please call the Small Business Assistance Program (SBAP) at 303- 692-3175 or 303-692-3148.

Additionally, CDPHE recommends that the applicant follow all applicable FERC rules regulations and assess any wellhead protection planning areas in the construction and operation of the pipeline.

Sincerely,

Sean Hackett
Environmental Protection Specialist
Colorado Department of Public Health and Environment



Emily Collins

From: Loeffler - CDOT, Steven [steven.loeffler@state.co.us]
Sent: Wednesday, October 17, 2018 2:31 PM
To: Emily Collins
Subject: Re: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility
Attachments: image002.jpg

Emily,

We have reviewed the referral named above requesting a CUP to construct 21 miles of crude oil pipeline (Matador Pipeline) (16 inch) between I-70 and Manilla Rd. and 168th and Peterson Rd. and have the following comments:

- Permits from our office are required for any work in or installation in CDOT Right-of-Way. Utility Permits are applied for on our website at the following link: <https://www.codot.gov/business/permits/utilityspecialuse/online-permit-application> Point of contact for this permitting is Robert Williams who can be reached at 303-916-3542 or robert.williams@state.co.us
- CDOT Right-of-Way must be shown and labeled on the Plans.
- CDOT will require any lines in CDOT Right-of-Way be put in a casing.

Thank you for the opportunity to review this referral

Steve Loeffler
 Permits Unit



P 303.757.9891 | F 303.757.9886
 2829 W. Howard Pl. 2nd Floor, Denver, CO 80204
steven.loeffler@state.co.us | www.codot.gov | www.cotrip.org

On Fri, Oct 5, 2018 at 12:02 PM Emily Collins <ECollins@adcogov.org> wrote:

Hello!

Please see the attached Request for Comments on the above case. **Comments are due by Friday October 26th.**

Thank you for your review!



Right of Way & Permits

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

October 26, 2018

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

Attn: Emily Collins

Re: Matador Crude Oil Pipeline and CDP Facility, Case # RCU2018-00048

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has determined **there is a potential conflict** with the above captioned project. The proposed pipeline crosses Public Service Company's existing electric *transmission* lines and associated land rights as shown within this property. Any activity including grading, proposed landscaping, erosion control or similar activities involving our existing right-of-way will require Public Service Company approval. Encroachments across Public Service Company's easements must be reviewed for safety standards, operational and maintenance clearances, liability issues, and acknowledged with a Public Service Company License Agreement to be executed with the property owner. **PSCo is requesting that, prior to any final approval of the development plan**, it is the responsibility of the property owner/developer/contractor to contact **Mike Diehl**, Siting and Land Rights Manager at (303) 571-7260 to have this project assigned to a Land Rights Agent for development plan review and execution of a License Agreement.

This pipeline also crosses a number of electric *distribution* facilities. As a safety precaution, PSCo would like to remind the developer to call the **Utility Notification Center** at 1-800-922-1987 to have all utilities located prior to any construction. Bear also in mind that per the National Electric Safety Code, a minimum 10-foot radial clearance must be maintained at all times from all overhead electric facilities including, but not limited to, **construction** activities and permanent structures. Should the project require any modification to these existing electric *distribution* facilities, the applicant must complete PSCo's **application process** via FastApp-Fax-Email-USPS (go to: https://www.xcelenergy.com/start_stop_transfer/new_construction_service_activation_for_builders).

Please contact me at donna.l.george@xcelenergy.com or 303-571-3306 if there are any questions with this referral response.

Donna George
Right of Way and Permits
Public Service Company of Colorado



COLORADO

Parks and Wildlife

Department of Natural Resources

Northeast Regional Office

6060 Broadway

Denver, CO 80216

P 303.291.7227

Exhibit 4.5

October 26, 2018

Ms. Emily Collins, AICP
Adams County Planner III
Community and Economic Development
4430 South Adams County Parkway, W2000A
Brighton, CO 80601
ecollins@adcogov.org

RE: CPW's Comments on the Adams County portion of the Matador Crude Oil Pipeline and CDP Facility, located east of Denver International Airport between E. 168th Avenue and Peterson Road south to I-70 and Manilla Road (Adams County Case Number RCU2018-00048)

Dear Emily,

Thank you for the opportunity for Colorado Parks and Wildlife (CPW) to comment on DJ South Gathering's proposed Matador Crude Oil Pipeline Project (Project). It is our understanding that 21 miles of the 42 mile-long 16-inch diameter buried pipeline will occur in Adams County. We understand that the purpose of this Project is to transport crude oil from the Bennett Station north to the Magellan Crude Oil Terminal in Weld County for storage, processing, and distribution, and to eliminate approximately 2.2 million truck trips during the first 12 years after Project completion. CPW further understands that this Project is proposed to begin construction in the spring of 2019 and last up through the end of 2019, and have permanent and temporary impacts to mostly undeveloped grasslands and cultivated croplands as the temporarily impacted areas will mostly be restored to its original state. Furthermore, CPW appreciates that the Horse Creek Watershed, and some ditches and wetlands will be protected by construction crews that will use horizontal directional drilling or boring, that the pipeline will be co-located to existing roads (e.g., Manila Road and Peterson Road) to the extent possible.

The mission of CPW is to perpetuate the wildlife resources of the state, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW has a statutory responsibility to manage all wildlife species in Colorado, and to promote a variety of recreational opportunities throughout Colorado. One way we achieve this goal is by responding to referral comment requests, as is the case for this Project.



Upon review of the proposed referral request and an internal review of the Adams County parcels, CPW has the following four (4) potential biological concerns regarding this project.

1. Avoid impacting any potential **active raptor nests** (e.g., trees, ground, man-made structures) during the nesting season (generally February 1 through August 15). Please send any active nest locations to CPW within a month of observation.
 - a. CPW also requests that construction and boring activities located near the Horse Creek (and other drainages) occur and are completed before December 31st to protect the nesting season of the previously mentioned active bald eagle nests and other potentially nesting raptors.
2. Avoid sediments or chemicals from entering the Horse Creek or its crossed tributaries through strict adherence to the Storm Water Management Plan, as there are some sensitive species of **Eastern Plains native fish** that use this river.
3. If small mammal burrows (e.g. prairie dogs) are present, and if initial site disturbance will occur in these burrows during the owl's nesting season (March 15 through October 31), then CPW recommends that a biologist survey for **Burrowing Owls**. Burrowing Owl survey protocol and buffer distances can be found here: <https://cpw.state.co.us/Documents/WildlifeSpecies/LivingWithWildlife/RecommendedSurveyOwls.pdf>.
4. 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. CPW prefers that a diversity of native vegetation (grasses, forbs and woody plants) be used to restore temporarily impacted areas to stabilize the soil and to provide wildlife habitat.

Please continue to reach out to us for comment on future applications, as we strive for responsible land development while protecting sensitive species and their habitats. If the timing or scope of this project changes, if sensitive wildlife species are encountered, or if you have any questions, please contact Serena Rocksund, District Wildlife Manager for Brighton at 303-291-7132 or serena.rocksund@state.co.us.

Sincerely,



Crystal Chick
Area 5 Wildlife Manager

cc: Serena Rocksund, District Wildlife Manager - Brighton
Lance Carpenter, Area 5 Wildlife Biologist
Boyd Wright, Area 5 Aquatic Biologist
Brandon Marette, Northeast Region Energy Liaison
Tom Kroening, Northeast Deputy Regional Manager

Emily Collins

From: linda.bruce@faa.gov
Sent: Tuesday, October 09, 2018 1:07 PM
To: Emily Collins
Cc: Delilah.Colin@faa.gov
Subject: RE: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Hi Emily,

Thank you for the email concerning the proposed pipeline and Central Delivery Point Facility near Bennett, Colorado.

FAA reviews planning and construction proposals through the submittal of FAA Form 7460-1, Notice of Proposed Construction or Alteration. If any portion of the proposal is located within 20,000 feet of a public use runway (and breaks a 100:1 plane coming off the nearest point of the nearest runway); or, is more than 200 feet above ground level at any location, the FAA requires the project's proponent to file a Form 7460-1. This includes temporary cranes used during construction. If the proposal does not meet any of the criteria above, it may still be necessary to file a Form 7460-1 if the structure requires an FCC license or there is a potential for navigational equipment interference. The FAA uses information provided on this form to conduct an aeronautical review to determine if the proposal will pose an aeronautical hazard and to minimize the adverse effects to aviation. FAA Form 7460-1 can be filed electronically at www.oaaaa.faa.gov. Please use the notice criteria tool on this website to determine whether or not the proponent is required to file.

For further information on filing Form 7460-1, please contact our airspace specialist, Delilah Colin, at (303) 342- 1254. I've copied her on this email message

Linda Bruce
 Colorado State Planner
 Federal Aviation Administration
 Denver Airports District Office
 (303) 342-1264

From: Emily Collins <ECollins@adcogov.org>
Sent: Friday, October 05, 2018 12:01 PM
To: 'landuse@tchd.org' <landuse@tchd.org>; George, Donna L <Donna.L.George@xcelenergy.com>; Marisa Dale <mdale@UnitedPower.com>; Bruce, Linda (FAA) <linda.bruce@faa.gov>; matt.schaefer@adams12.org; 'Caleb J. Connor' <CalebConnor@BennettFireRescue.org>; 'lori.hight@cityofthornton.net' <lori.hight@cityofthornton.net>; 'patrick.j.pfaltzgraff@state.co.us' <patrick.j.pfaltzgraff@state.co.us>; brandyn.wiedrich@centurylink.com; richard.coffin@state.co.us; serena.rocklund@state.co.us; sean.hackett@state.co.us; eliza.hunholz@state.co.us; Jim Kaiser <Jim.Kaiser@cityofthornton.net>; Director@bennettrec.org; robinp@bsd29j.com; Loeffler - CDOT, Steven <steven.loeffler@state.co.us>; bradley.sheehan@state.co.us; thomas_lowe@cable.comcast.com; 'chris.quinn@rtd-denver.com' <chris.quinn@rtd-denver.com>; Simmonds, Craig <CSimmonds@mwr.dst.co.us>; bkaufman@intermountain-rea.com; mmeier@up.com; jemashek@up.com; Kerrie Monti <kmonti@sd27j.net>; Gutierrez, Carla <CGutierrez@brightonfire.org>
Cc: Nicci Beauprez <NBeauprez@adcogov.org>; Christine Fitch <CFitch@adcogov.org>
Subject: RCU2018-00048 Matador Crude Oil Pipeline and CDP Facility

Hello!

Please see the attached Request for Comments on the above case. **Comments are due by Friday October 26th.**



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2018-ANM-2265-OE
Prior Study No.
2018-ANM-865-OE

Issued Date: 09/04/2018

Patrick McMurry
ARB Midstream
501 So. Coltrane
Edmond, OK 73034

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Matador Central Receipt Point
Location:	Aurora, CO
Latitude:	39-44-45.81N NAD 83
Longitude:	104-31-36.80W
Heights:	5565 feet site elevation (SE) 62 feet above ground level (AGL) 5627 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

____ At least 10 days prior to start of construction (7460-2, Part 1)
__X__ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 1.

This determination expires on 03/04/2020 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2990, or paul.holmquist@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2018-ANM-2265-OE.

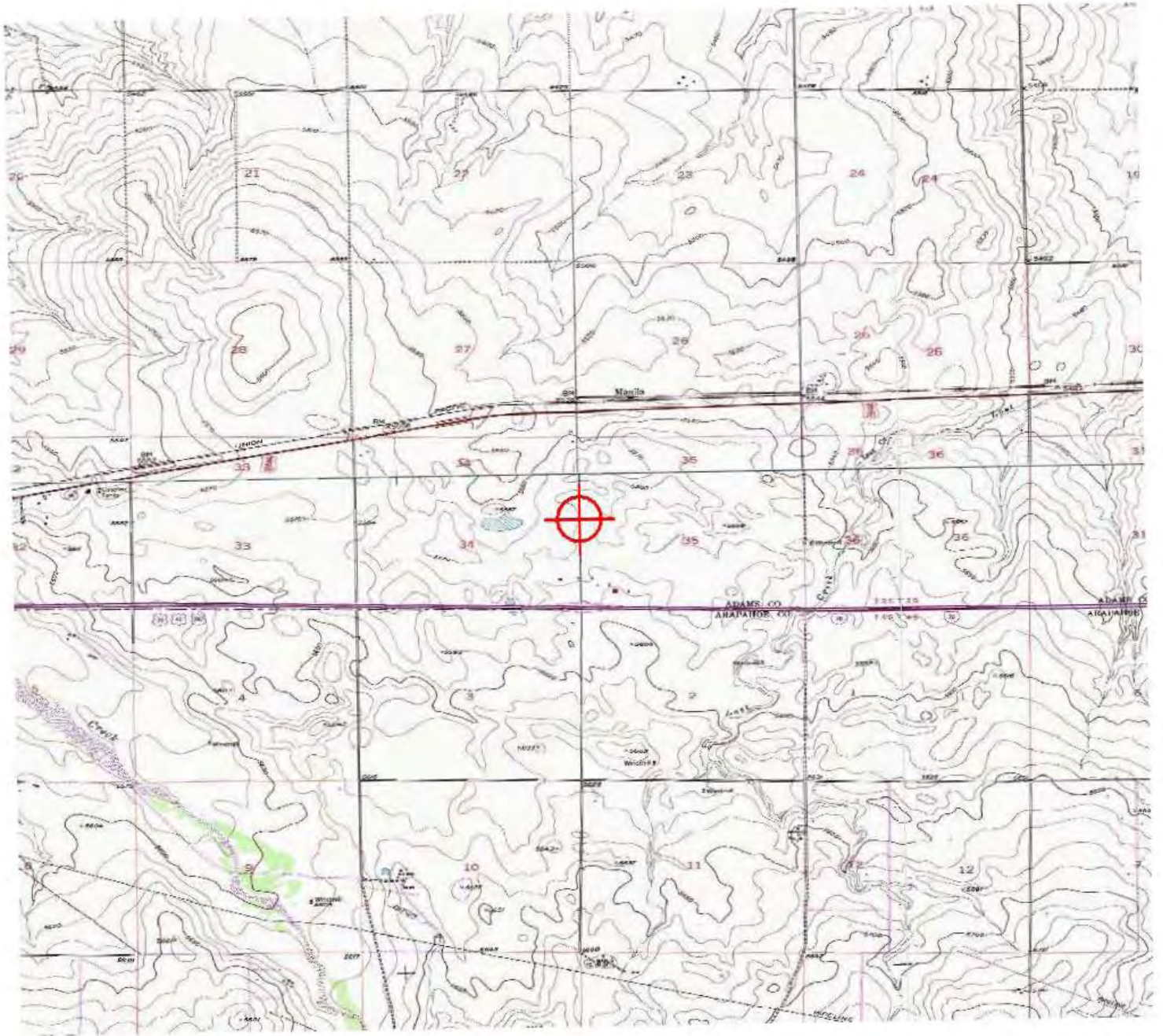
Signature Control No: 365648625-384090238

(DNE)

Paul Holmquist
Specialist

Attachment(s)

Map(s)





October 24, 2018

Emily Collins
Adams County Community and Economic Development
4430 South Adams County Parkway, Suite W2000A
Brighton, CO 80601

RE: Matador Crude Oil Pipeline and CDP Facility, RCU2018-00048
TCHD Case No. 5220

Dear Ms. Collins,

Thank you for the opportunity to review and comment on the Conditional Use permit to allow construction of approximately 21 miles of crude oil pipeline (16-inch) beginning at I-70 and Manilla Road and ending at 168th and Peterson Road and a Central Delivery Point facility located at 1631 Manilla Road. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD the following comments.

Historic Landfill

According to TCHD's records, there are historic landfills located within 1,000 feet of Alternative Route 2 referenced as Landfill No. AD-069 and AD-070. Flammable gas from decomposing organic matter in landfills may travel up to 1,000 feet from the source. Should this alternative be preferred, we recommend the following:

1. A flammable gas investigation should be conducted to determine if flammable gas (methane) is present in the subsurface soils at the property. The plan for the investigation should be submitted to TCHD for review and approval.
2. TCHD will review the results of the investigation. If the investigation indicates that methane is not present at or above 20% of the lower explosive limit for methane (1% by volume in air) in the soils, no further action is required.
3. In lieu of the investigation, a flammable gas control system shall be designed and constructed to protect buildings and subsurface access to utilities, i.e. vaults, manholes, etc. from flammable gas. Health and safety practices shall be followed during construction to protect site workers. A copy of TCHD guidelines for safe construction in areas on or near former landfills has been attached.

Questions regarding this may be directed to Sheila Lynch at 720-200-1571 or slynch@tchd.org.

On-Site Wastewater Treatment Systems

Houses and other buildings equipped with plumbing facilities on properties located along the preferred and alternate pipeline routes are serviced by Onsite Wastewater Treatment Systems (OWTS). Our review of the pipeline routes indicates that sections of the pipeline routes may encroach on OWTS on some properties. TCHD recommends that the applicant review the locations of the pipeline routes to determine if they may encroach on OWTS. If it appears that encroachment will occur, it may be necessary to revise the pipeline location or relocate the OWTS. OWTS records are available online and can be found at <http://ehreports.tchd.org/>.

Groundwater Quality Protection

Numerous water wells are shown throughout the project area. Heavy equipment may inadvertently drive over wells during construction, causing damage that may expose the water in the wells to contamination. Where wells are within or close to pipeline routes, we recommend the applicant protect the wells by identifying the areas around wells so that they are visible to vehicle operators/construction crews. This can be accomplished by delineating the area around each well with stakes, colored tape or orange plastic netting.

If the pipeline routes cross over streams and/or wetlands, alluvial groundwater flow could be impacted if trenching intersects the shallow groundwater. 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, a discharge permit from the Colorado Department of Public Health and Environment (CDPHE), Water Quality Control Division will be necessary.

Protection of Above-Ground Valves

Above-ground valves may be damaged or vandalized once they are installed and placed into use. If above ground valves are to be utilized, the applicant should consider methods for ensuring the valve site is secure.

Sanitary and Solid Waste Disposal

The application does not specify how sanitary and solid waste will be provided during the construction for construction workers. We anticipate that trash dumpsters and portable toilets will be necessary during construction. TCHD has no objection to the use of portable toilets, provided they are properly maintained. TCHD recommends that the applicant address these, in terms of numbers, locations, and vendor.

Please feel free to contact me at 720-200-1585 or ahleinrich@tchd.org if you have any questions.

Sincerely,



Annemarie Heinrich, MPH/MURP
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD

HEALTH AND SAFETY PRACTICES DURING CONSTRUCTION ON OR NEAR FORMER LANDFILLS

If it has not been demonstrated that flammable gas is not present, the following health and safety practices shall be followed:

1. A flammable gas indicator will be utilized at all times during trenching, excavation, drilling, or when working within ten (10) feet of an open excavation.
2. Before personnel are permitted to enter an open trench or excavation, the trench or excavation will be monitored to ensure that flammable gas is not present in concentrations exceeding 1% and that oxygen is present at a minimum concentration of 19.5%. When in an excavation or trench, each work party will work no more than five (5) feet from a continuous flammable gas and oxygen monitor.
3. When trenching, excavating, or drilling deeper than two (2) feet into the fill, or in the presence of detectable concentrations of flammable gas, the soils will be wetted and the operating equipment will be provided with spark proof exhausts.
4. A dry chemical fire extinguisher, ABC rated, will be provided on all equipment used in the landfill.
5. Personnel within or near an open trench or drill hole will be fully clothed, and wear shoes with non-metallic soles, a hard hat and safety goggles or glasses.
6. Exhaust blowers will be used where trenches show a concentration of 1% flammable gas or a concentration of less than 19.5% oxygen.
7. Smoking will not be permitted in any area within one hundred (100) feet of the excavation.
8. Personnel will be kept upwind of any open trench unless the trench is continuously monitored.
9. All other applicable Safety and Health Regulations for Construction, as promulgated in 29 CFR by the Occupational Safety and Health Administration, shall be met. Applicable regulations include, but may not be limited to, the confined space standard (Part 1926.21(b)(6)(i) and (ii) in Subpart C); gases, vapors, fumes, dusts and mists (Part 1926.55 in Part 1926 Subpart E); fire protection and prevention (Part 1926 Subpart F); and trenching and excavation (Part 1926 Subpart P).
10. Compliance with the Occupational Safety and Health Administration's confined space requirements for general industry, as promulgated in 29 CFR 1910.146 and Appendices A- F.

From: [Jen Rutter](#)
To: [Libby Tart-Schoenfelder](#)
Subject: FW: Matador CDP and Watkins South Compressor Station
Date: Thursday, March 07, 2019 11:05:25 AM
Attachments: [Third submittal.PDF](#)
[image007.png](#)
[image008.png](#)

Jen Rutter

Development Services Manager, *Community & Economic Development Department*
ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, 1st Floor, Suite W2000A
Brighton, CO 80601
o: 720.523.6841 | jrutter@adcogov.org
www.adcogov.org

From: Emily Collins
Sent: Thursday, February 7, 2019 1:25 PM
To: Wieder, Sarah <swieder@Auroragov.org>; Rodriguez, Stephen E <srodrigu@auroragov.org>
Cc: Jen Rutter <JRutter@adcogov.org>
Subject: RE: Matador CDP and Watkins South Compressor Station

Hi Sarah,

I wanted to provide the applicant's response to your questions and see if you had any additional comments. Please see page 9 of the PDF for their responses.

Thanks,

Emily Collins, AICP

Planner III, *Community and Economic Development*
ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A
Brighton, CO 80601
o: 720-523-6820 | ecollins@adcogov.org
www.adcogov.org

From: Wieder, Sarah [<mailto:swieder@Auroragov.org>]
Sent: Friday, January 11, 2019 8:14 AM
To: Emily Collins; Rodriguez, Stephen E
Cc: Jen Rutter
Subject: RE: Matador CDP and Watkins South Compressor Station

Hi Emily,

I apologize again for the delay on this! Here are the city's comments / questions on the application based on the information we received. Please reach out if you have any questions, thanks!

Comments

- Given the proposed height of the crude oil storage tanks (50'-60'), the city has concerns about the proximity of this facility to I-70. Although it appears that the applicant is locating the tanks as far north as possible on the site and some attempts are being made to screen the facility, the city recommends that the applicant consider another site in the area that is further away from I-70. In addition, the crude oil storage tanks are located very close to the boundary of the Front Range Airport Restriction Area, so relocating away from this would be preferable from a safety perspective.
- If relocating the facility to another site is not possible at this point in the process, the city recommends that a large berm be provided or the site graded in such a way that minimizes the tank visibility from I-70 as much as possible. In addition, it is recommended that the tanks be painted two tones (earth tones on the bottom and sky tones on the top).

Questions for Adams County

- Has the applicant considered using power from a different source (other than permanent generators) or attempted to enclose the generators?
- What emission control devices are proposed? Are there any proposed combustors or flares?
- Is Adams County requiring that the applicant improve adjacent roadways, bridges or underpasses?

Sarah Wieder

Senior Planner | City of Aurora

Planning & Development Services Department

office 303.739.7857



[Facebook](#) | [Twitter](#) | [Instagram](#) | [Nextdoor](#) | [AuroraTV.org](#)

From: Emily Collins [<mailto:ECollins@adcogov.org>]

Sent: Monday, January 07, 2019 1:48 PM

To: Rodriguez, Stephen E <srodrigu@auroragov.org>; Wieder, Sarah <swieder@Auroragov.org>; 'robbins@grn-law.com' <robbins@grn-law.com>

Cc: Jen Rutter <JRutter@adcogov.org>

Subject: RE: Matador CDP and Watkins South Compressor Station

Happy New Year!

I wanted to follow-up and see if the City has any comments on the Matador pipeline/ CDP project? I would like to provide those to the applicant as soon as possible.

Thanks,

Emily Collins, AICP

Planner III, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720-523-6820 | ecollins@adcogov.org

www.adcogov.org

From: Emily Collins

Sent: Monday, December 17, 2018 11:37 AM

To: srodrigu@auroragov.org; swieder@auroragov.org; robbins@grn-law.com

Cc: Jen Rutter

Subject: Matador CDP and Watkins South Compressor Station

Hello!

It was great chatting with you both today! To follow-up on our conversation, please see the site plan, landscape plan, and photo simulation for the Matador CDP Facility. Please let me know if you have any comments or concerns that I can pass along to the applicant.

Also, I have attached the site plan for the proposed Watkins South Compressor Station for your reference.

Thanks!

Emily Collins, AICP

Planner III, *Community and Economic Development*

ADAMS COUNTY, COLORADO

4430 South Adams County Parkway, W2000A

Brighton, CO 80601

o: 720-523-6820 | ecollins@adcogov.org

www.adcogov.org

Community & Economic
Development Department
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Request for Comments

Case Name:	Matador Crude Oil Pipeline and CDP Facility
Case Number:	RCU2018-00048

October 5, 2018

Adams County Planning Commission and Board of County Commissioners are requesting comments on the following:

Conditional Use Permit to allow construction of approximately 21 miles of crude oil pipeline (16-inch) and a Central Delivery Point facility (Bennett Station).

This request is located at

Pipeline is 21 miles beginning at I-70 and Manilla Rd. and ending at 168th and Peterson Rd. Bennett Station CDP Facility located at 1631 Manilla Rd.

Applicant Information **ARB MIDSTREAM (PAT MCMURRY)**

501 S. COLTRANE RD., SUITE A

EDMOND, OK, 73034

Please forward any written comments on this application to the Department of Community and Economic Development at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216. (720) 523-6820 by **October 26, 2018** 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 ECollins@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates will be forwarded to you for your information. 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.

Emily Collins

Emily Collins, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Community & Economic
Development Department
Development Services Division
www.adcogov.org



4430 South Adams County Parkway
1st Floor, Suite W2000B
Brighton, CO 80601-8218
PHONE 720.523.6800
FAX 720.523.6967

Public Hearing Notification

Case Name:	Matador Pipeline and Central Delivery Point Facility
Case Number:	RCU2018-00048
Planning Commission Date:	03/14/2019 at 6:00 p.m.
Board of County Commissioners Date:	04/02/2019 at 9:30 a.m.

February 19, 2019

A public hearing has been set by the Adams County Planning Commission and Board of County Commissioners to consider the following request:

Conditional Use Permit to allow construction of approximately 21 miles of crude oil pipeline (16-inch) and a Central Delivery Point facility (Bennett Station)

This request is located at **approximately I-70 and Manilla Rd.**

The Assessor's Parcel Numbers are **See Attached**

Applicant Information **PAT MCMURRY (ARB MIDSTREAM)**
501 S. COLTRANE RD.
EDMOND, OK 73034

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, 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 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date. For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S. Adams County Parkway, Brighton, CO 80601, 720-523-6800. 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.

Emily Collins
Emily Collins, AICP
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Emma Pinter
DISTRICT 3

Steve O'Dorisio
DISTRICT 4

Mary Hodge
DISTRICT 5

Table 1: Adams County CUP Application—Tax Assessor Parcel List for Preferred and Alternative Routes

Preferred Route	Alternate Route #1	Alternate Route #2
156500000003	156500000244	172723100003
156500000045	156500000243	172723100004
156500000099	156500000242	172723100005
156500000165	172710100001	172723400001
156502100001	172700000004	172723400002
156502100002	172700000034	172723400003
156502100003	172700000086	172723400004
156502100004	156503100004	172736200004
156502100005	156500000145	172736200003
156511100003	156500000241	172736300007
156511100004	156500000064	172736300002
156511400002	156500000005	172700000002
156511400003	156500000047	172700000026
156511400004	156500000155	172700000031
156523100003	156500000099	172736200002
156526100001	156500000156	172736300005
156526400001	156500000160	172700000111
172700000002	156526200003	172736300001
172700000026	156500000151	172723100001
172700000031	156534300002	156500000262
172700000054	181700000006	156500000182
172700000087	181700000022	156500000099
172700000117	181700000024	156500000130
172700000201	181700000122	156500000131
172722100001	181700000269	156500000072
172722100002	181700000023	156526400001
172722100003	181700000232	156500000102
172722100004	181700000283	156500000001
172723200001	181700000264	156500000041

Table 1: Adams County CUP Application—Tax Assessor Parcel List for Preferred and Alternative Routes

Preferred Route	Alternate Route #1	Alternate Route #2
172727100001	181700000107	181700000313
172727100003	181700000276	181700000312
172727300001	181700000262	181700000260
172727400001	181700000281	181700000283
181700000005	181711300001	181700000264
181700000006		181700000289
181700000105		181700000107
181700000107		181700000276
181700000122		181700000308
181700000232		181712300001
181700000262		181712200001
181700000264		181712300002
181700000269		181712200002
181700000276		181712300003
181700000281		181712200003
181700000283		181712300004
181711200001		181712200004
181711300001		172736200001
		181713200001
		156524100002

NOTICE OF PUBLIC HEARING FOR LANDUSE

NOTICE IS HEREBY GIVEN, that an application has been filed by **Pat McMurry** Case # **RCU2018-00048** requesting: **Conditional Use Permit to allow construction of approximately 21 miles of crude oil pipeline (16-inch) and a Central Delivery Point facility (Bennett Station)** on the following property:

LEGAL DESCRIPTION:

Bennett Station Central Delivery Point Facility
Parcel 0181700000105
Legal description: SE4 S34-T3S-R64W

Matador Pipeline (see attached parcel list)
Start Point: SE4 S34-T3S-R64W
End Point: NE4 S2-T1S-R64W

(The above legal description was provided by the applicant and Adams County is not responsible for any errors and omissions that may be contained herein and assumes no liability associated with the use or misuse of this legal description.)

APPROXIMATE LOCATION: I-70 and Manilla Rd.

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Adams County Planning Commission in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **14th day of March, 2019**, at the hour of 6:00 p.m., where and when any person may appear and be heard and a recommendation on this application will be forwarded to the Board of County Commissioners.

NOTICE IS FURTHER GIVEN, that a public hearing will be held by the Adams County Board of County Commissioners in the Hearing Room of the Adams County Government Center, 4430 S. Adams County Parkway, Brighton, CO – 1st Floor, on the **2nd day of April, 2019**, at the hour of 9:30 a.m., to consider the above request where and when any person may appear and be heard.

For further information regarding this case, please contact **Libby Tart** at the Community and Economic Development Department, 4430 S. Adams County Pkwy, Brighton, CO 80601, 720.523.6800. This is also the location where the maps and/or text certified by the Planning Commission may be viewed.

BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS
JOSH ZYGIELBAUM, CLERK OF THE BOARD

TO BE PUBLISHED IN THE February 22, 2019 ISSUE OF THE Eastern Colorado News/I-70 Scout

Please reply to this message by email to confirm receipt or call **Megan Ulibarri** at 720.523.6800.

Table 1: Adams County CUP Application—Tax Assessor Parcel List for Preferred and Alternative Routes

Preferred Route	Alternate Route #1	Alternate Route #2
15650000003	156500000244	172723100003
156500000045	156500000243	172723100004
156500000099	156500000242	172723100005
156500000165	172710100001	172723400001
156502100001	172700000004	172723400002
156502100002	172700000034	172723400003
156502100003	172700000086	172723400004
156502100004	156503100004	172736200004
156502100005	156500000145	172736200003
156511100003	156500000241	172736300007
156511100004	156500000064	172736300002
156511400002	156500000005	172700000002
156511400003	156500000047	172700000026
156511400004	156500000155	172700000031
156523100003	156500000099	172736200002
156526100001	156500000156	172736300005
156526400001	156500000160	172700000111
172700000002	156526200003	172736300001
172700000026	156500000151	172723100001
172700000031	156534300002	156500000262
172700000054	181700000006	156500000182
172700000087	181700000022	156500000099
172700000117	181700000024	156500000130
172700000201	181700000122	156500000131
172722100001	181700000269	156500000072
172722100002	181700000023	156526400001
172722100003	181700000232	156500000102
172722100004	181700000283	156500000001
172723200001	181700000264	156500000041

Table 1: Adams County CUP Application—Tax Assessor Parcel List for Preferred and Alternative Routes

Preferred Route	Alternate Route #1	Alternate Route #2
172727100001	181700000107	181700000313
172727100003	181700000276	181700000312
172727300001	181700000262	181700000260
172727400001	181700000281	181700000283
181700000005	181711300001	181700000264
181700000006		181700000289
181700000105		181700000107
181700000107		181700000276
181700000122		181700000308
181700000232		181712300001
181700000262		181712200001
181700000264		181712300002
181700000269		181712200002
181700000276		181712300003
181700000281		181712200003
181700000283		181712300004
181711200001		181712200004
181711300001		172736200001
		181713200001
		156524100002

ADAMS 12 FIVE STAR SCHOOLS
Attn: MATT SCHAEFER - PLANNING MANAGER
1500 E. 128TH AVENUE
THORNTON CO 80241

CDPHE - AIR QUALITY
Attn: Richard Coffin
4300 CHERRY CREEK DRIVE SOUTH
DENVER CO 80246-1530

Adams County Development Services - Building
Attn: Justin Blair
4430 S Adams County Pkwy
Brighton CO 80601

CDPHE - WATER QUALITY PROTECTION SECT
Attn: Patrick Pfaltzgraff
4300 CHERRY CREEK DRIVE SOUTH
WQCD-B2
DENVER CO 80246-1530

BENNETT FIRE DISTRICT #7
Attn: CHIEF EARL CUMELY
825 SHARIS CT
BENNETT CO 80102

Century Link, Inc
Attn: Brandyn Wiedreich
5325 Zuni St, Rm 728
Denver CO 80221

BENNETT FIRE DISTRICT #7
Attn: Captain Caleb J Connor
825 SHARIS CT
BENNETT CO 80102

CITY OF THORNTON
Attn: JASON O'SHEA
9500 CIVIC CENTER DR
THORNTON CO 80229

BENNETT PARK AND RECREATION
Attn: Chris Raines
PO BOX 379
455 S. 1ST ST.
BENNETT CO 80102-0379

CITY OF THORNTON
Attn: Lori Hight
9500 CIVIC CENTER DRIVE
THORNTON CO 80229

BENNETT SCHOOL DISTRICT 29J
Attn: Robin Purdy
615 7TH ST.
BENNETT CO 80102

CITY OF THORNTON
Attn: JIM KAISER
12450 N WASHINGTON
THORNTON CO 80241

BRIGHTON FIRE DISTRICT
Attn: Carla Gutierrez
500 South 4th Avenue
3rd Floor
BRIGHTON CO 80601

Code Compliance Supervisor
Attn: Eric Guenther
eguenther@adcogov.org

BRIGHTON SCHOOL DISTRICT 27J
Attn: Kerrie Monti
1850 EGBERT STREET
SUITE 140, BOX 6
BRIGHTON CO 80601

COLORADO DEPT OF TRANSPORTATION
Attn: Steve Loeffler
2000 S. Holly St.
Region 1
Denver CO 80222

CDPHE
Attn: Sean Hackett
4300 S Cherry Creek Dr
Denver CO 80246

COLORADO DIVISION OF WILDLIFE
Attn: Serena Rocksund
6060 BROADWAY
DENVER CO 80216

CDPHE
Attn: Sean Hackett
4300 S Cherry Creek Dr
Denver CO 80246

COLORADO DIVISION OF WILDLIFE
Attn: Eliza Hunholz
Northeast Regional Engineer
6060 BROADWAY
DENVER CO 80216-1000

COMCAST
Attn: JOE LOWE
8490 N UMITILLA ST
FEDERAL HEIGHTS CO 80260

COUNTY ATTORNEY- Email
Attn: Christine Fitch
CFitch@adcogov.org

Engineering Department - ROW
Attn: Transportation Department
PWE - ROW

Engineering Division
Attn: Transportation Department
PWE

ENVIRONMENTAL ANALYST
Attn: Jen Rutter
PLN

Intermountain Rural Electric Asso - IREA
Attn: Brooks Kaufman
PO Box Drawer A
5496 North US Hwy 85
Sedalia CO 80135

METRO WASTEWATER RECLAMATION
Attn: CRAIG SIMMONDS
6450 YORK ST.
DENVER CO 80229

NS - Code Compliance
Attn: Gail Moon
gmoon@adcogov.org

NS - Code Compliance
Attn: Joaquin Flores

Parks and Open Space Department
Attn: Nathan Mosley
mpedrucci@adcogov.org
aclark@adcogov.org

REGIONAL TRANSPORTATION DIST.
Attn: CHRIS QUINN
1560 BROADWAY SUITE 700
DENVER CO 80202

SHERIFF'S OFFICE: SO-HQ
Attn: MICHAEL McINTOSH
nblair@adcogov.org, aoverton@adcogov.org; mkaiser@adcog
snielson@adcogov.org

Sheriff's Office: SO-SUB
Attn: SCOTT MILLER
TFuller@adcogov.org, smiller@adcogov.org
aoverton@adcogov.org; mkaiser@adcogov.org

SOUTHEAST WELD COUNTY FIRE
Attn: DEBBIE CHUMLEY
P.O. BOX 312
KEENESBURG CO 80643

THORNTON FIRE DEPARTMENT
Attn: Chad Mccollum
9500 Civic Center Drive
THORNTON CO 80229-4326

TRI-COUNTY HEALTH DEPARTMENT
Attn: Sheila Lynch
6162 S WILLOW DR, SUITE 100
GREENWOOD VILLAGE CO 80111

TRI-COUNTY HEALTH DEPARTMENT
Attn: MONTE DEATRICH
4201 E. 72ND AVENUE SUITE D
COMMERCE CITY CO 80022

Tri-County Health: Mail CHECK to Sheila Lynch
Attn: Tri-County Health
landuse@tchd.org

UNION PACIFIC RAILROAD
Attn: Melissa Meier
280 S 400 W
Salt Lake City UT 84101

UNION PACIFIC RAILROAD
Attn: Jason Mashek
1400 DOUGLAS ST STOP 1690
OMAHA NE 68179

United Power, Inc
Attn: Marisa Dale
PO Box 929
500 Cooperative Way
Brighton CO 80601

WELD COUNTY SCHOOL DIST. RE-3J
Attn: MARVIN WADE
P.O. BOX 269
KEENESBURG CO 80643

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

Xcel Energy
Attn: Donna George
1123 W 3rd Ave
DENVER CO 80223

AB INVESTORS LLC
13661 FALL CREEK CIR
BROOMFIELD CO 80020-6092

BAUTISTA JAVIER BUENDIA
960 DAKIN ST
DENVER CO 80221-3792

ABBOTT DOUGLAS K
43450 E 160TH AVE
KEENESBURG CO 80643

BEJARANO RICHARD AND
BEJARANO HORACIO
18200 E 136TH AVENUE
BRIGHTON CO 80603

ABBOTT DOUGLAS K/JOHANNA L 50% INT (JT)
ABBOTT TYLER J 50% INT
43450 E 160TH AVE
KEENESBURG CO 80643-9700

BENESCH EDWARD J
PO BOX 86
WATKINS CO 80137-0086

ABBOTT FARMS INC
44755 E 160TH AVE
KEENESBURG CO 80643

BENNETT CLAUDE
421 SCOTT DR
SILVER SPRING MD 20904-1065

ABBOTT FARMS INC
44755 E 160TH AVE
KEENESBURG CO 80643-9720

BENSAM SCHUMAKER LLC
7459 S DEPEW ST
LITTLETON CO 80128-7009

ADAMS COUNTY
4430 S ADAMS COUNTY PKWY 5TH FLOOR
BRIGHTON CO 80601-8222

BLANCHARD MICHAEL
PO BOX 274
WATKINS CO 80137-0274

ALLISON ROBERT D 1/2/ GRANSTROM BEVERLY
A REVOC TRUST/JOHN D GRANSTROM TRUSTEE
2520 W JOHN STREET
GRAND ISLAND NE 68803

BLUNN JAMES A AND
BLUNN ERMA M
14661 HARBACK RD
KEENESBURG CO 80643-9722

ANDREWS LUCAS C
9280 N MANILLA RD
BENNETT CO 80102-9585

BONING ROBERT D AND
BONING DUANA-KELLEY
PO BOX 434
WATKINS CO 80137-0434

ARVIZO NOEL CORRAL
5897 QUEBEC ST
COMMERCE CITY CO 80022-4143

BREDVOLD JEFFREY AND
GOODRICH TERRI
6088 ROUTT CT
ARVADA CO 80004-4438

BARLOW SHANE
7580 SCHUMAKER ROAD
BENNETT CO 80102

CAMACHO ALFONSO
5405 LISBON ST
DENVER CO 80249

CARLSON FAMILY TRUST, DUANE A
CARLSON & SHERRIE L CZIRR CO-TRUSTEES
13625 BAY FRONT DR
HOUSTON TX 77077-1996

CMH HOMES INC
6199 FEDERAL BLVD
DENVER CO 80221-2003

CARRASCO FRANCISCO P AND
HERNANDEZ CECILIA
860 W 132ND AVE LOT 202
WESTMINSTER CO 80234-1409

COLORADO MASONS BENEVOLENT FUND ASSOC
PO BOX 632029
LITTLETON CO 80163-2029

CARVER CHERYL A
327 S LINDSEY ST
CASTLE ROCK CO 80104-8944

CONSERVATION SERVICES INC
C/O WASTE MANAGEMENT
PO BOX 1450
CHICAGO IL 60690-1450

CASAREZ NOEMI
4096 ORLEANS CT
DENVER CO 80249-8044

COSTNER BRENDA L AND PETER J
12511 LEYTON COURT
TOMBALL TX 77377

CASE PATRICIA A
569 POPPY DRIVE
BRIGHTON CO 80601

CRISMAN E KENT
41775 E 48TH AVE
BENNETT CO 80102

CAVALIER FAMILY LLC
1609 STARDANCE CIR
LONGMONT CO 80504-8812

DANHAUER PATRICIA ELAINE FAMILY TRUST
2812 COUNTRYSIDE TRL
KELLER TX 76248-8308

CAVENDER NORLIN D AND
CAVENDER JANET E
8011 MORNINGSIDE DRIVE
FREDERICK CO 80516

DAVIDSON DEBORAH S
13460 SCHUMAKER MILE ROAD
BENNETT CO 80102

CHAMBERS KARA MICHELLE AND
CHAMBERS TROY MICHAEL
10661 TUMBULL WEED COURT
BENNETT CO 80102

DAVIS HOWARD A
6880 W VILLA LINDO DR
PEORIA AZ 85383-3252

CICHOS CONRAD J SR AND
CICHOS ALYCE M
7190 MANILLA ROAD
BENNETT CO 80137

DEMERLING DAVID CARL
6163 PERRY ST
ARVADA CO 80003-6722

CLUNE MICHAEL P AND
CLUNE SHERRY
20 BURLINGTON DR
LONGMONT CO 80501-6906

DOAN CAC AND DO CAMLOAN T
8600 EHLEH PKWY
THORNTON CO 80602

DS LLC
2 OSPREY CIR
THORNTON CO 80241-4104

FISHER MAX TRUST
591 SW 50TH AVE
SAINT JOHN KS 67576-6623

DWYER JOHN
9010 N MANILA RD
BENNETT CO 80102-9585

FIVE PART DEVELOPMENT CO
7373 WASHINGTON ST
DENVER CO 80229-6301

DWYER JOHN F
9010 MANILLA ROAD
BENNETT CO 80102

FIVE PART DEVELOPMENT CO
7475 E 84TH AVE
COMMERCE CITY CO 80022-5040

EADS SHIRLEE L
7645 SCHUMAKER ROAD
BENNETT CO 80102

FRONT RANGE 1-70 CAPITAL ASSETS LLC
C/O JEFFREY SMITH
500 106TH AVE NE UNIT 3815
BELLEVUE WA 98004-8694

EARL AND MARY CRISMAN LLC
41635 E 48TH AVE
BENNETT CO 80102-9100

FRONT RANGE CO LLC
101 HODENCAMP RD STE 200
THOUSAND OAKS CA 91360-5835

ELEVATION MIDSTREAM LLC
370 17TH ST STE 5300
DENVER CO 80202-5653

FRONT RANGE RV STORAGE LLC
6159 S KINCAID ST
BENNETT CO 80102-8304

ENANDER JARED
PO BOX 778
HUDSON CO 80642

GERBRACHT R P AND
GERBRACHT LESLIE
7955 SCHUMAKER ROAD
BENNETT CO 80102

ESPINAL AUSENCIA NAVA
3007 CIMARRON ST
AURORA CO 80011-2225

GILLESPIE WILLIAM M
PO BOX 292
BENNETT CO 80102-0292

FAUDOA DIAZ J GUADALUPE
16423 TOWER RD
BRIGHTON CO 80601-4226

GREY ABIGAIL M AND
GREY AMY L
14901 POWHATON RD
BRIGHTON CO 80603-8310

FISHER CRAIG D AND
FISHER DONITA L
591 SW 50TH AVE
SAINT JOHN KS 67576-6623

GRIFFIN WALTER J AND
GRIFFIN PEGGY E
PO BOX 726
LYONS CO 80540-0726

GROETKEN DONALD J AND
GROETKEN DIANA J
16440 CAVANAUGH MILE ROAD
KEENESBURG CO 80643

HUNTER TERRY L
HUNTER TERESA A
15649 GREATROCK RD
BRIGHTON CO 80603

HAGAN JON ERIC AND
ONSTOTT-HAGEN MARCELINE LYNN
PO BOX 273
WATKINS CO 80137-0273

IBOA-MONTES MARIA GUADALUPE
1085 W 1ST AVE UNIT M
JUNCTION CITY OR 97448-1029

HAUET WILLIAM A AND
HAUET VALERIE A
41420 HIWAY 36
BENNETT CO 80102

J & R SAUTER LAND LP
14800 HARBACK ROAD
KEENESBURG CO 80643-9730

HEID DAVID K/DAVID A AND
HEID TAMARA J
39461 E 60TH AVE
KEENESBURG CO 80643

JORDAN MICHAEL
11055 W BELLEVIEW AVE
LITTLETON CO 80127-1605

HELZER FARMS INC
49001 E 144TH AVE
BENNETT CO 80102

KALCEVIC LAND COMPANY
4730 CALHOUN BYERS RD
BYERS CO 80103-8527

HEMA MOHAMMED N
1011 S HOLLY STREET
DENVER CO 80246

KIS JONATHAN RICHARD
10771 TUMBULL WEED CT
BENNETT CO 80102

HENRY JACO LAND LLC
48921 E 128TH AVE UNIT A
BENNETT CO 80102-9418

KLAUSNER ERMA M
41070 US HWY 36
BENNETT CO 80102

HIBBARD CAROLYN R
904 TETON AVENUE
CALDWELL ID 83605-2547

KOENEKE ROBERT A
8065 MARSHALL CT
ARVADA CO 80003-1708

HINKEL R LEE AND
HINKLE SANDRA L
2180 WEISS RD
QUAKERTOWN PA 18951-2144

KRUSE JAMES R
11225 IMBODEN RD
HUDSON CO 80642-7614

HOSMER HAROLD D
12901 CAVANAUGH RD
HUDSON CO 80642-7626

KRUSE JIM
72 CASCADE AVE
ALAMOSA CO 81101-2626

KRUSE MIKE AND KRUSE JIM AND
KRUSE HELEN AND KRUSE JANE
72 CASCADE AVE
ALAMOSA CO 81101-2626

MARKS JAMES
951 S GENEVA STREET
DENVER CO 80247

LANGE JOHN P AND
LANGE VIVIAN J
182 S ROSEMARY ST
DENVER CO 80230-6966

MARLATT GENE R
2172 S BRENTWOOD
LAKEWOOD CO 80227

LANOUE CAROLINE M
13280 SCHUMAKER ROAD
BENNETT CO 80102

MARLATT LAWRENCE D
2227 FRANKLIN ST
DENVER CO 80205-5319

LARSON LANNY J AND LARSON DEBORAH L TRUSTEES
OF THE
LARSON REVOCABLE TRUST
15 RAINBOW VALLEY RD
PLACITAS NM 87043-8800

MCEVOY BRIAN AND
CHATKOFF DEBORAH J
4620 QUANDARY PEAK ST
BRIGHTON CO 80601-4578

LAZY K BAR C LLC
41775 E 48TH AVE
BENNETT CO 80102-9100

MEHEEN ENGINEERING CORPORATION PROFIT
SHARING PLAN TRUST
1562 S PARKER ROAD NO. 228
DENVER CO 80231

LEWIS DAVID M AND
LEWIS DEANNA L
24313 N FM 219
STEPHENVILLE TX 76401-9161

MENDOZA AGUIRRE JUAN GABRIEL
9631 LARK ST
FEDERAL HEIGHTS CO 80260-5740

LINNEBUR GRAIN AND BUFFALO LLLP
PO BOX 298
BYERS CO 80103-0298

MIKE AND JIM KRUSE PARTNERSHIP
72 CASCADE AVE
ALAMOSA CO 81101-2626

LISCO CARROLL J REVOCABLE TRUST OF THE
430 TANK FARM RD
DOUGLAS WY 82633-9269

MIKE AND JIM KRUSE PARTNERSHIP
72 CASCADE AVE
ALAMOSA CO 81101

LOPEZ MARY ANN AND
CRISMAN E KENT
41635 E 48TH AVE
BENNETT CO 80102

MILLER JASON A AND LINDA S
7590 SCHUMAKER ROAD
BENNETT CO 80102

LUNA APALEMON
142 S IRVING ST
DENVER CO 80219-2036

MINIS ADON CORPORATION
C/O ROBERT D SELIM
4904 KINGSTON DRIVE
ANNANDALE VA 22003-6149

MORELOCK KENNETH M AND
MORELOCK E RAYNETTE
41140 HIWAY 36
BENNETT CO 80102

PFLUGER DANA R
9370 MANILLA RD
BENNETT CO 80102

MOSES SCOTT ALAN AND
MOSES GINNAH
40100 E 160TH AVE
KEENESBURG CO 80643

PILAND LOWELL
43651 E 38TH AVE
BENNETT CO 80102-8846

MUNDELL JOHN SAMUEL
9910 MANILLA RD
BENNETT CO 80102-9582

PILAND LOWELL D AND
PILAND SARA A
43651 E 38TH AVE
BENNETT CO 80102-8846

MUNDELL JOHN SAMUEL ET AL
9910 MANILLA RD
BENNETT CO 80102-9582

PILAND VIRGIL
6311 SCHUMAKER RD
BENNETT CO 80102-9150

MUNOZ MICHAEL AND
MUNOZ AMY
4465 S GALAPAGO ST
ENGLEWOOD CO 80110-5626

PINEDO MARCELINO AND
PINEDO BELINDA
41220 E HIGHWAY 36
BENNETT CO 80102

NORTH SEMINOLE LTD
12000 WASHINGTON NO. 100
THORNTON CO 80241

PUBLIC SERVICE COMPANY OF COLORADO
C/O AUDREY QUINTANA
DENVER CO 80223-1351

ORNELAS RAUL
7590 KRAMERIA ST
COMMERCE CITY CO 80022

QUINTANA EZEQUIEL
1203 MACOY CIRCLE
DAcono CO 80514

OTT LAWRENCE P AND
OTT THERESA L
18999 MITCHELL PL
DENVER CO 80249-7158

RADVANY AMY L
197 RAINBOW DR UNIT 9718
LIVINGSTON TX 77399

PEI FANG-HUA
1043 S HOLLAND ST
LAKEWOOD CO 80226-4166

RAIL LAND COMPANY LLC
4601 DTC BLVD STE 120
DENVER CO 80237-2575

PELOQUIN TIMOTHY AND
PELOQUIN STEPHANIE
96 MILLER AVE APT 303
BRIGHTON CO 80601-3920

REACTION ENGINES, INC
514 PERRY ST STE C203
CASTLE ROCK CO 80104-2456

RED OAKS FARM INC
3092 S GRAY ST
DENVER CO 80227-3817

RITTER BETTY L TRUST
1653 S BLACK AVE
BOZEMAN MT 59715-5701

REMINGTON S A
40940 HIWAY 36
BENNETT CO 80102

RITTIERODT DEAN ALAN AND
RITTIERODT BELINDA FAYE
6291 GORHAM ST
FREDERICK CO 80530-4819

REVOCABLE TRUST OF CARROLL J LISCO THE
430 TANK FARM ROAD
DOUGLAS WY 82633

RIVAS-ZUNIGA RAMIRO AND
RIVAS BRAYAN
8661 MANILLA RD
BENNETT CO 80102-9502

RH CHUAPOCO INVESTMENTS LLC
PO BOX 460850
AURORA CO 80046-0850

RLJ DEVELOPMENT LLC
38821 E 145TH AVE
KEENESBURG CO 80643-4238

RHATIGAN SHAWN D AND
RHATIGAN JANET L
9550 MANILLA RD
BENNETT CO 80102

ROBLE TERRY AND
ROBLE NANCY
40071 E 88TH PLACE
BENNETT CO 80102

RHOADS MITCHEL E
4755 W 30 N
ANGOLA IN 46703-8725

RODRIGUEZ JOSE C AND
RODRIGUEZ ROSA I
1750 HOFFMAN WAY
THORNTON CO 80229-4618

RICHARD MARY KATHERINE AND
POWERS MARY LYMAN
1520 W TRILBY RD
FORT COLLINS CO 80526-9630

RODRIGUEZ JULIO CESAR AND
PENA TERESA
330 PERRY ST
DENVER CO 80219-1239

RICHARD MARY KATHERINE TRUSTEE OF THE MARY K
ATHERINE
RICHARD AND MARY LYMAN POWERS REVOCABLE TRUST
1520 W TRILBY RD
FT COLLINS CO 80526

ROEDER ROBERT
59 WATKINS RD
WATKINS CO 80137

RICHMAN MARCIA A REVOCABLE TRUST ET AL
3040 KOEPKE RD
NORTHBROOK IL 60062-5820

SALAZAR URIEL ESTEBAN AND
SALAZAR URIEL
14994 E 50TH DR
DENVER CO 80239-4284

RICHTER TIMOTHY D AND
RICHTER LINDA L
15550 PETERSON RD
KEENESBURG CO 80643-4239

SANCHEZ-TORRES ADRIANA
6941 COLORADO BLVD
COMMERCE CITY CO 80022-2223

SAUTER FARMS INC
49815 E 120TH AVE
BENNETT CO 80102-9478

SCHWAB WILLIAM FAMILY TRUST THE
19831 OCEAN BLUFF CIR
HUNTINGTON BEACH CA 92648-2610

SAUTER VINCENT AND SAUTER BEVERLY M JT
AND SAUTER THOMAS
50005 E 120TH AVE
BENNETT CO 80102

SIMMERING MICHAEL GLEN
8700 N MANILLA ROAD
BENNETT CO 80102

SAXTON CHARLES N
PO BOX 294
BENNETT CO 80102-0294

SMIALEK DOUGLAS J AND
SMIALEK DARETH
3535 N HARBACK RD
BENNETT CO 80102-8856

SAYLER CONNIE
7595 SCHUMAKER RD
BENNETT CO 80102-9614

SNIDER JOY MARIE TRUSTEE OF THE JOY
MARIE SNIDER TRUST ET AL
1246 SHELDON DRIVE
BRENTWOOD CA 94513

SAYLER PEARL L UND 1/2 INT AND
SAYLER BRIAN DEAN UND 1/2 INT
3685 SOUTH KITTREDGE NO. A
AURORA CO 80013

SOUTHERN STAR CENTRAL GAS PIPELINE INC
4700 HWY 56
OWENSBORO KY 42301

SAYLER TIMOTHY MICHAEL AND
SAYLER SUE ANNE
7451 SCHUMAKER ROAD
BENNETT CO 80102

SPECHT RYAN
PO BOX 265
BRIGHTON CO 80601-0265

SCHMIDT LIVING TRUST THE
4661 CLIPPER DR
DISCOVERY BAY CA 94505-9200

STATE LAND
NEED ADDRESS

SCHOEPFLIN SHARON K AND
SCHOEPFLIN JOHN A
6050 RUSSELL LANE
GOLDEN CO 80403

STATE OF COLORADO
44755 E 160TH AVE
KEENESBURG CO 80643

SCHOOL DISTRICT NO.27J
18551 E 160TH AVENUE
BRIGHTON CO 80601

STEFANIAK MICHAEL J AND
STEFANIAK DEBRA J
13811 MANILLA MILE RD
HUDSON CO 80642

SCHWAB WILLIAM FAMILY TRUST
19831 OCEAN BLUFF CIR
HUNTINGTON BEACH CA 92648-2610

STEPHENS LEO D TRUST THE
1290 N BROOKSIDE DR
COLBY KS 67701-2841

STOKER KENT E AND
STOKER BRENT A
41340 E HIWAY 36
BENNETT CO 80102

TRUPP REAL ESTATE IV LLLP
45815 E 56TH AVE
BENNETT CO 80102-9107

STUCKERT LA DONNA L TRUSTEE
14243 N 23RD ST
PHOENIX AZ 85022

TULLOCH WILLIAM J/SUSAN D AND
SKINNER DAVID R
11840 RACINE CT
HENDERSON CO 80640-9102

STUCKERT LADONNA
14243 N 23RD STREET
PHOENIX AZ 85022

TUPPS HAROLD W FAMILY BYPASS TRUST 1/2 A
TUPPS CHARLOTTE M FAMILY BYPASS TRUST 1/
23962 E 2ND DRIVE
AURORA CO 80018

SWEED JAMES ROBERT AND
SWEED FLORA MAE
P O BOX 358
WATKINS CO 80137-0358

UTES REAL ESTATE COMPANY
C/O SUNFLOWER BANK N.A.
SALINA KS 67402-2420

TEAGUE ELSBETH L TRUST
14050 E LINEVALE PL NO. 404
AURORA CO 80014

VALLIN TRAVIS AND
VALLIN DEBORAH ELAINE
37777 E 48TH AVE
WATKINS CO 80137-7144

THOMAS JUDY E TRUST THE AND
FREY HAROLD L TRUST THE
5956 S FAIRFAX STREET
LITTLETON CO 80121

VAN DYK GERRIT A/DOROTHY M AS TRUSTEES
VANDYK GERRIT A/DOROTHY M JT REVOC TRUST
920 ANTELOPE DR W
BENNETT CO 80102-8676

TORRES MIGUEL A AND
TORRES ROSETTA L
PO BOX 250
WATKINS CO 80137-0250

VAN PHU D AND
LE EM T
5088 HAWKS HAMMOCK WAY
SANFORD FL 32771-8068

TRI-B ASSOCIATES
700 COLORADO BLVD NO. 340
DENVER CO 80206

VANDOORN DAVID D AND
VANDOORN SANDRA
41540 US HWY 36
BENNETT CO 80102-7858

TRI-B ASSOCIATES
700 COLORADO BLVD NO. 340
DENVER CO 80206-4036

WALTERS ANTHONY L AND
WATLERS KELLY P
41280 E HIWAY 36
BENNETT CO 80102

TRUPP REAL ESTATE II LLLP
45815 E 56TH AVE
BENNETT CO 80102-9107

WARNER LILLIAN M
50700 E 38TH AVE
BENNETT CO 80102-8913

WASINGER BREE MICHELLE ET AL
10210 DAN CT
HIGHLANDS RANCH CO 80130

ALTERMATT DIANA M AND
SORENSEN STUART D
OR CURRENT RESIDENT
13495 MANILLA RD
HUDSON CO 80642-7654

WATSON KATHRYN J AND WATSON JESS JR AND
WATSON KEVIN AND WATSON LESLEY D
2942 E 133RD CIR
THORNTON CO 80241-1304

APPLEHANS STEVE AND
APPLEHANS MARYBETH
OR CURRENT RESIDENT
40160 E 88TH AVE
BENNETT CO 80102-9610

WESTERN TRANSPORT LLC UND 58.76% AND TREE TO
P LP AND
LP UND 21.24% AND COLORADO MAVERICK COMPANY
LLC UND 20%
625 E MAIN ST STE 1028-303
ASPEN CO 81611-1935

AVIATOR BAR & GRILL
OR CURRENT RESIDENT
5200 FRONT RANGE PKWY
WATKINS CO 80137-7172

WINTERS CARL WAYNE/BEVERLY
JEAN FAMILY TRUST THE
6112 VIA DEL ORO DR
FARMINGTON NM 87402-1019

BANUELOS RAUL
OR CURRENT RESIDENT
8600 N MANILA RD
BENNETT CO 80102-9502

WINTERS JAMES C
2925 GREYSTONE DR
PACE FL 32571

BLAKLEY WILLIAM T JR AND
BLAKLEY DARICE L
OR CURRENT RESIDENT
39621 E 160TH AVE
KEENESBURG CO 80643

WOLTMAN TERRY L TRUSTEE UNDER THE
TERRY L WOLTMAN LIVING TRUST
PO BOX 267
BENNETT CO 80102-0267

CARDIN JOHN C AND CARDIN DONNA F
OR CURRENT RESIDENT
41460 US HIGHWAY 36
BENNETT CO 80102-7857

WOODS KENNETH R
7733 SCHUMAKER RD
BENNETT CO 80102-9644

CHRISTENSEN SCOTT A AND
CHRISTENSEN MANDI D
OR CURRENT RESIDENT
9460 N MANILA RD
BENNETT CO 80102-9585

ZEILER ENTERPRISES LLC
6550 PUMPKIN RIDGE DR
WINDSOR CO 80550-7022

CLARK NATHANIEL DAVID/DIANA M AND
CLARK DAVID HAL/CYNTHIA LEE
OR CURRENT RESIDENT
7260 SCHUMAKER RD
BENNETT CO 80102-9604

ZEILER ENTERPRISES LLC ET AL
6550 PUMPKIN RIDGE DR
WINDSOR CO 80550-7022

COLBECK FORREST E AND
COLBECK MARGIE
OR CURRENT RESIDENT
39400 E 160TH AVE
KEENESBURG CO 80643-4201

ZEILER MARK ALLEN ET AL
8823 S INDIAN CREEK ST
HIGHLANDS RANCH CO 80126

COLLINS JUDITH AND
TILTON SUSAN M
OR CURRENT RESIDENT
7600 SCHUMAKER RD
BENNETT CO 80102-9632

CRANWILL MICHAEL A AND
CRANWILL STACEY L
OR CURRENT RESIDENT
7925 SCHUMAKER RD
BENNETT CO 80102-9656

HAWS YOLANDA PUNZALAN AND
LONGERICH YVONNE
OR CURRENT RESIDENT
42729 E 144TH AVE
KEENESBURG CO 80643-9723

DELFIN SERGIO
OR CURRENT RESIDENT
39401 E 88TH AVE
BENNETT CO 80102

HAYES ROBERT L AND
ADRAGNA-HAYES FRANCES J
OR CURRENT RESIDENT
39005 E 160TH AVE
KEENESBURG CO 80643

DORENKAMP JOHN F AND
DORENKAMP JANELL E
OR CURRENT RESIDENT
39500 E 142ND COURT
KEENESBURG CO 80643

HERMOSILLO JOSE OCTAVIO AND
TORRES MAYRA LUJAN
OR CURRENT RESIDENT
40091 E 88TH AVE
BENNETT CO 80102-9606

EARLEY MICHAEL D AND
EARLEY MACHELLE A
OR CURRENT RESIDENT
40021 E 88TH AVE
BENNETT CO 80102-9606

HERNANDEZ MARISOL
OR CURRENT RESIDENT
7450 SCHUMAKER RD
BENNETT CO 80102-9604

ELDER JOSEPH E AND
DENES ROLAND A
OR CURRENT RESIDENT
7204 SCHUMAKER RD
BENNETT CO 80102-9604

HINES SAMUEL LEE
OR CURRENT RESIDENT
40554 E 136TH AVE
HUDSON CO 80642-7711

ERICKSON PAMELA AND
ERICKSON CHARLES
OR CURRENT RESIDENT
41490 E 98TH AVE
BENNETT CO 80102-9504

HOLLINSHEAD JOHN P AND
HOLLINSHEAD DEBRA J
OR CURRENT RESIDENT
41477 E 98TH AVE
BENNETT CO 80102

FRICK DONALD J AND
FRICK JENNIFER
OR CURRENT RESIDENT
40005 E 136TH AVE
HUDSON CO 80642-7714

HOTTEL WILLIAM E
OR CURRENT RESIDENT
39653 E 160TH AVE
KEENESBURG CO 80643-4208

GASSMAN RALPH C AND
GASSMAN JOSEPHINE V
OR CURRENT RESIDENT
39850 E 160TH AVE
KEENESBURG CO 80643-4201

HOWARD RICHARD P AND
HOWARD JOSALYN G
OR CURRENT RESIDENT
13931 MANILLA RD
HUDSON CO 80642-7703

GREGORY PAUL C AND
GREGORY TAWNY R
OR CURRENT RESIDENT
8771 FLINT RIDGE ST
BENNETT CO 80102-9506

JARAMILLO TOM AND SHERRY FAMILY TRUST
OR CURRENT RESIDENT
41321 E 88TH AVE
BENNETT CO 80102-9674

GUTSCHMIDT SUSANNE
OR CURRENT RESIDENT
41100 E 104TH AVE
BENNETT CO 80102-9572

JOHNSTON KIMBERLEY
OR CURRENT RESIDENT
13900 MANILLA RD
HUDSON CO 80642-7704

JONES BARBARA A
OR CURRENT RESIDENT
39655 E 88TH AVE
BENNETT CO 80102-9641

MARON KARL A AND MARON ANGIE
OR CURRENT RESIDENT
41550 E 104TH AVENUE
BENNETT CO 80102

KAISER AARON L AND
KAISER LORI J
OR CURRENT RESIDENT
39673 E 160TH AVE
KEENESBURG CO 80643

MARTINEZ GILDARDO E AND
PACHECO ALDAVA JUAN M
OR CURRENT RESIDENT
40051 E 88TH AVE
BENNETT CO 80102-9606

LITTLE ARLEN W AND
LITTLE KAY L
OR CURRENT RESIDENT
39353 E 142ND CT
HUDSON CO 80642-7759

MAXWELL SHANNON K AND
MAXWELL GREGG A
OR CURRENT RESIDENT
41660 US HIGHWAY 36
BENNETT CO 80102-7859

LOPEZ JAVIER
OR CURRENT RESIDENT
1960 CAVANAUGH RD
WATKINS CO 80137-6700

MC CRAY MICHAEL B AND
MC CRAY SHARA J
OR CURRENT RESIDENT
40080 E 88TH AVENUE
BENNETT CO 80102-9606

LOPEZ MARY ANN
OR CURRENT RESIDENT
41635 E 48TH AVE
BENNETT CO 80102

MORELAND EVERETT D
OR CURRENT RESIDENT
13295 MANILLA RD
HUDSON CO 80642-7601

LUCERO ROBERT D
OR CURRENT RESIDENT
40041 E 88TH AVE
BENNETT CO 80102-9606

MOSES SCOTT ALAN AND
MOSES GINNAH
OR CURRENT RESIDENT
40100 E 160TH AVE
KEENESBURG CO 80643

LUTTRELL KYLE
OR CURRENT RESIDENT
39905 E 160TH AVE
KEENESBURG CO 80643-4208

MULLER LORI AND
MULLER BERNARD
OR CURRENT RESIDENT
40240 E 88TH AVE
BENNETT CO 80102-9611

MADERA CARLOS M
OR CURRENT RESIDENT
41499 E 98TH AVE
BENNETT CO 80102-9504

NORTON CURT A
OR CURRENT RESIDENT
40200 E 136TH AVE
HUDSON CO 80642-7711

MAJ EDWARD F AND
MAJ MONICA R
OR CURRENT RESIDENT
39600 E 142ND CT
HUDSON CO 80642-7761

NUNEZ TALAVERA JORGE AND
DUARTE RAMIRES GREGORIA
OR CURRENT RESIDENT
39500 E 88TH AVE
BENNETT CO 80102-9609

MANZO PATRICK
OR CURRENT RESIDENT
40031 E 88TH AVE
BENNETT CO 80102-9606

PACKARD ROBERT/SHARON FAMILY TRUST
OR CURRENT RESIDENT
39601 E 136TH AVE
HUDSON CO 80642-7714

PARFREY SHAWN A
OR CURRENT RESIDENT
40081 E 88TH AVE
BENNETT CO 80102-9606

RINKER CLINT M AND
RINKER DARLENE M
OR CURRENT RESIDENT
9569 N MANILA RD
BENNETT CO 80102-9585

PHILLIPS EDWARD MICHAEL AND
PHILLIPS TERREA MAE
OR CURRENT RESIDENT
7995 SCHUMAKER RD
BENNETT CO 80102

ROBERTS PAUL J AND
ROBERTS KAREN E
OR CURRENT RESIDENT
39595 E 142ND CT
HUDSON CO 80642-7760

POWELL BRANDON L AND
POWELL THERESA M
OR CURRENT RESIDENT
14175 INDIANFIELD CT
HUDSON CO 80642-7740

SAUDER KEITH RANDALL AND
SAUDER KATHERINE ANN
OR CURRENT RESIDENT
2625 N PETERSON RD
BENNETT CO 80102-8813

PRIEST BRADLEY A AND
PRIEST AMBER M
OR CURRENT RESIDENT
7337 SCHUMAKER RD
BENNETT CO 80102-9604

SAYLOR WILLIAM AND
SAYLOR MARY
OR CURRENT RESIDENT
41500 E 112TH AVE
BENNETT CO 80102

PRINCE PHILLIP STEHEN AND
PRINCE UBALDINA
OR CURRENT RESIDENT
16420 CAVANAUGH RD
KEENESBURG CO 80643-4219

SCHAUMAN RONALD AND
SCHAUMAN CAROL
OR CURRENT RESIDENT
39633 E 160TH AVE
KEENESBURG CO 80643

PRUETT HERBERT C AND PRUETT CAROL A AND
SMITH PENNEY S
OR CURRENT RESIDENT
8500 N MANILA RD
BENNETT CO 80102-9507

SCHULTZ ROBERT J AND
SCHULTZ CHERYL A
OR CURRENT RESIDENT
7502 SCHUMAKER RD
BENNETT CO 80102

PUCKETT STEVE M AND
PUCKETT DONNA J
OR CURRENT RESIDENT
4820 SCHUMAKER RD
BENNETT CO 80102-9148

SEVERINSEN MICHAEL AND
SEVERINSEN JENNIFER
OR CURRENT RESIDENT
14120 INDIANFIELD CT
HUDSON CO 80642-7758

RASBERRY MILTON J AND
RASBERRY DEANNA L
OR CURRENT RESIDENT
14141 INDIANFIELD COURT
HUDSON CO 80642

SIMENTAL SHEREE C AND
SIMENTAL ARCEO LUIS H
OR CURRENT RESIDENT
7800 SCHUMAKER RD
BENNETT CO 80102-9644

RICE JEREMY ALYN AND
RICE ARISA KAY
OR CURRENT RESIDENT
39299 E 160TH AVE
KEENESBURG CO 80643-4235

SIMONS JEFFREY W AND
SIMONS LAURA M
OR CURRENT RESIDENT
9365 N MANILA RD
BENNETT CO 80102-9585

RIGGS KEITH A AND
RIGGS LOI DEEN K
OR CURRENT RESIDENT
41455 E 88TH AVE
BENNETT CO 80102

SMITH ERIC D AND
SMITH SHARON L
OR CURRENT RESIDENT
39660 E 160TH AVE
KEENESBURG CO 80643-4201

SOMMER WILLIAM J
OR CURRENT RESIDENT
37620 E 120TH AVE
HUDSON CO 80642-7610

WEIGLE TARA L
OR CURRENT RESIDENT
40700 E 136TH AVE
HUDSON CO 80642-7742

STODDARD KEVIN JOE AND
STODDARD COURTNEY
OR CURRENT RESIDENT
39580 E 142ND CT
HUDSON CO 80642-7760

WILLIS EUGENE A AND
WILLIS KIMBERLY A
OR CURRENT RESIDENT
7905 SCHUMAKER RD
BENNETT CO 80102-9656

STRATTON ROBERT W AND
KELLY MICHELLE R
OR CURRENT RESIDENT
13601 MANILLA RD
HUDSON CO 80642-7704

WILSON ANDREW M AND
WILSON SARAH M
OR CURRENT RESIDENT
7545 SCHUMAKER RD
BENNETT CO 80102-9614

SWENSON JERRY A
OR CURRENT RESIDENT
41020 US HIGHWAY 36
BENNETT CO 80102-8626

YE CHENG XIONG
OR CURRENT RESIDENT
8441 FLINT RIDGE ST
BENNETT CO 80102-9534

TAYLOR GLENN P AND
TAYLOR JACQUELINE M
OR CURRENT RESIDENT
14025 INDIANFIELD COURT
HUDSON CO 80642

ZUHLKE RONALD L JR AND
ZUHLKE HEIDI
OR CURRENT RESIDENT
41620 US HIGHWAY 36
BENNETT CO 80102-7859

THYFAULT KATIE AND
THYFAULT CORY SCOTT
OR CURRENT RESIDENT
40061 E 88TH AVE
BENNETT CO 80102-9606

CURRENT RESIDENT
41140 US HIGHWAY 36
BENNETT CO 80102-7800

TIENVIERI STEVEN D
OR CURRENT RESIDENT
39111 E 128TH AVE
HUDSON CO 80642-7640

CURRENT RESIDENT
41220 US HIGHWAY 36
BENNETT CO 80102-7800

TOWN TIFFENY A AND
TOWN MICAH G
OR CURRENT RESIDENT
7380 SCHUMAKER RD
BENNETT CO 80102-9604

CURRENT RESIDENT
41280 US HIGHWAY 36
BENNETT CO 80102-7800

VIGNALI SILAS NATHAN AND
VIGNALI BRANDY DAWN
OR CURRENT RESIDENT
41301 E 104TH AVENUE
BENNETT CO 80102

CURRENT RESIDENT
41340 US HIGHWAY 36
BENNETT CO 80102-7857

VINE JOHN WILLIAM AND
VINE CYNTHIA LEIGH
OR CURRENT RESIDENT
13011 MANILLA RD
HUDSON CO 80642-7601

CURRENT RESIDENT
41420 US HIGHWAY 36
BENNETT CO 80102-7857

CURRENT RESIDENT
41540 US HIGHWAY 36
BENNETT CO 80102-7858

CURRENT RESIDENT
7070 N MANILA RD
BENNETT CO 80102-9530

CURRENT RESIDENT
40940 US HIGHWAY 36
BENNETT CO 80102-8626

CURRENT RESIDENT
9910 N MANILA RD
BENNETT CO 80102-9582

CURRENT RESIDENT
41070 US HIGHWAY 36
BENNETT CO 80102-8626

CURRENT RESIDENT
8700 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
1616 N MANILA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
9010 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
2121 N MANILA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
9263 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
2575 N MANILA RD
BENNETT CO 80102-8868

CURRENT RESIDENT
9280 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
38255 E 104TH AVE
BENNETT CO 80102-9500

CURRENT RESIDENT
9370 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
41470 E 98TH AVE
BENNETT CO 80102-9504

CURRENT RESIDENT
9550 N MANILA RD
BENNETT CO 80102-9585

CURRENT RESIDENT
6840 N MANILA RD
BENNETT CO 80102-9524

CURRENT RESIDENT
7291 SCHUMAKER RD
BENNETT CO 80102-9604

CURRENT RESIDENT
6990 N MANILA RD
BENNETT CO 80102-9524

CURRENT RESIDENT
7347 SCHUMAKER RD
BENNETT CO 80102-9604

CURRENT RESIDENT
7451 SCHUMAKER RD
BENNETT CO 80102-9604

CURRENT RESIDENT
8201 SCHUMAKER RD
BENNETT CO 80102-9658

CURRENT RESIDENT
40071 E 88TH AVE
BENNETT CO 80102-9606

CURRENT RESIDENT
41800 E 88TH AVE
BENNETT CO 80102-9674

CURRENT RESIDENT
40280 E 88TH AVE
BENNETT CO 80102-9611

CURRENT RESIDENT
13280 SCHUMAKER RD
BENNETT CO 80102-9742

CURRENT RESIDENT
7551 SCHUMAKER RD
BENNETT CO 80102-9614

CURRENT RESIDENT
13460 SCHUMAKER RD
BENNETT CO 80102-9742

CURRENT RESIDENT
7580 SCHUMAKER RD
BENNETT CO 80102-9614

CURRENT RESIDENT
13540 SCHUMAKER RD
BENNETT CO 80102-9742

CURRENT RESIDENT
7590 SCHUMAKER RD
BENNETT CO 80102-9614

CURRENT RESIDENT
12500 CAVANAUGH RD
HUDSON CO 80642-7604

CURRENT RESIDENT
7751 SCHUMAKER RD
BENNETT CO 80102-9644

CURRENT RESIDENT
13811 MANILLA RD
HUDSON CO 80642-7703

CURRENT RESIDENT
7955 SCHUMAKER RD
BENNETT CO 80102-9656

CURRENT RESIDENT
39803 E 136TH AVE
HUDSON CO 80642-7714

CURRENT RESIDENT
7971 SCHUMAKER RD
BENNETT CO 80102-9656

CURRENT RESIDENT
14077 INDIANFIELD CT
HUDSON CO 80642-7741

CURRENT RESIDENT
7991 SCHUMAKER RD
BENNETT CO 80102-9656

CURRENT RESIDENT
14040 INDIANFIELD CT
HUDSON CO 80642-7757

CURRENT RESIDENT
14100 INDIANFIELD CT
HUDSON CO 80642-7758

CURRENT RESIDENT
43450 E 160TH AVE
KEENESBURG CO 80643-9700

CURRENT RESIDENT
39440 E 142ND CT
HUDSON CO 80642-7760

CURRENT RESIDENT
39550 E 142ND CT
HUDSON CO 80642-7760

CURRENT RESIDENT
39559 E 142ND CT
HUDSON CO 80642-7760

CURRENT RESIDENT
38420 E 160TH AVE
KEENESBURG CO 80643-4200

CURRENT RESIDENT
39461 E 160TH AVE
KEENESBURG CO 80643-4208

CURRENT RESIDENT
39629 E 160TH AVE
KEENESBURG CO 80643-4208

CURRENT RESIDENT
16440 CAVANAUGH RD
KEENESBURG CO 80643-4219

CURRENT RESIDENT
15550 PETTERSON RD
KEENESBURG CO 80643-4239

CURRENT RESIDENT
15460 PETTERSON RD
KEENESBURG CO 80643-4251

CERTIFICATE OF POSTING



I, Libby Tart, do hereby certify that I had the property posted at

16th and Manilla Road

on February 28, 2019

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart, AICP

Libby Tart

CERTIFICATE OF POSTING



I, Libby Tart, do hereby certify that I had the property posted at

120th and Manilla Road

on February 28, 2019

in accordance with the requirements of the Adams County Zoning Regulations

Libby Tart, AICP

Libby Tart

Matador Pipeline

RCU2018-00048

April 2, 2019

Board of County Commissioners
Community and Economic Development
Case Manager: Libby Tart



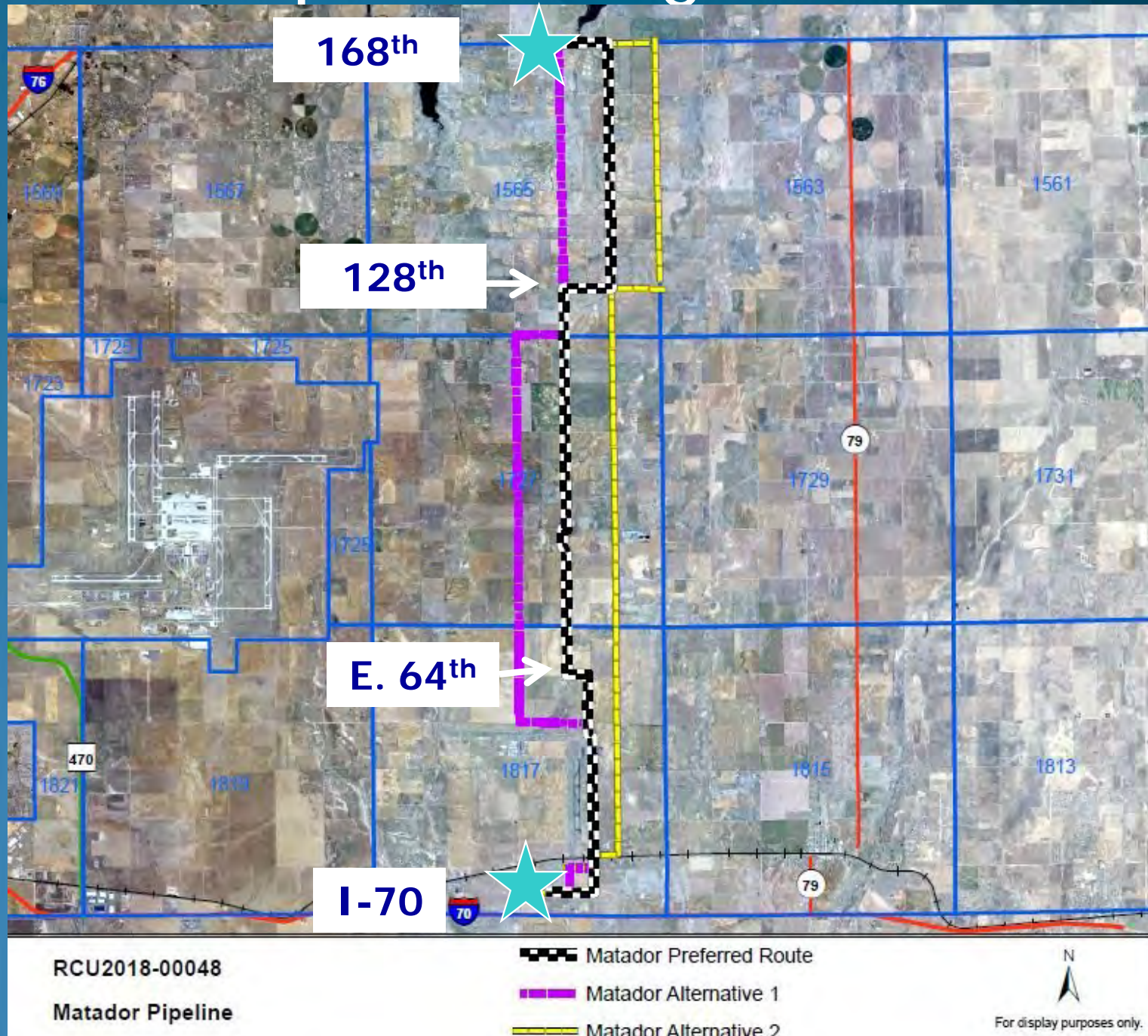
Request

- A conditional use permit to allow 21.6 miles of pipeline and a central delivery point facility (Bennett Station)
 - 16" crude oil
- Development Agreement

Background

- Increase in oil and gas production throughout State
- Lack of infrastructure (pipelines) to support new oil and gas production
- Pipelines reduce truck transportation from wellpads to refineries
- Central Delivery Point facility will be constructed in phases
 - Phase I – 80,000 barrel tank storing up to 13.4 million gallons
 - Total build out – 27.8 million gallon storage

Pipeline Alignment



Start to
Finish
within
the
County

E. 168th Avenue

NORTH

Imboden Road

Peterson Road

Manilla Road

E. 128th Avenue

RCU2018-00048

Matador Pipeline

Matador Preferred Route

Matador Alternative 1

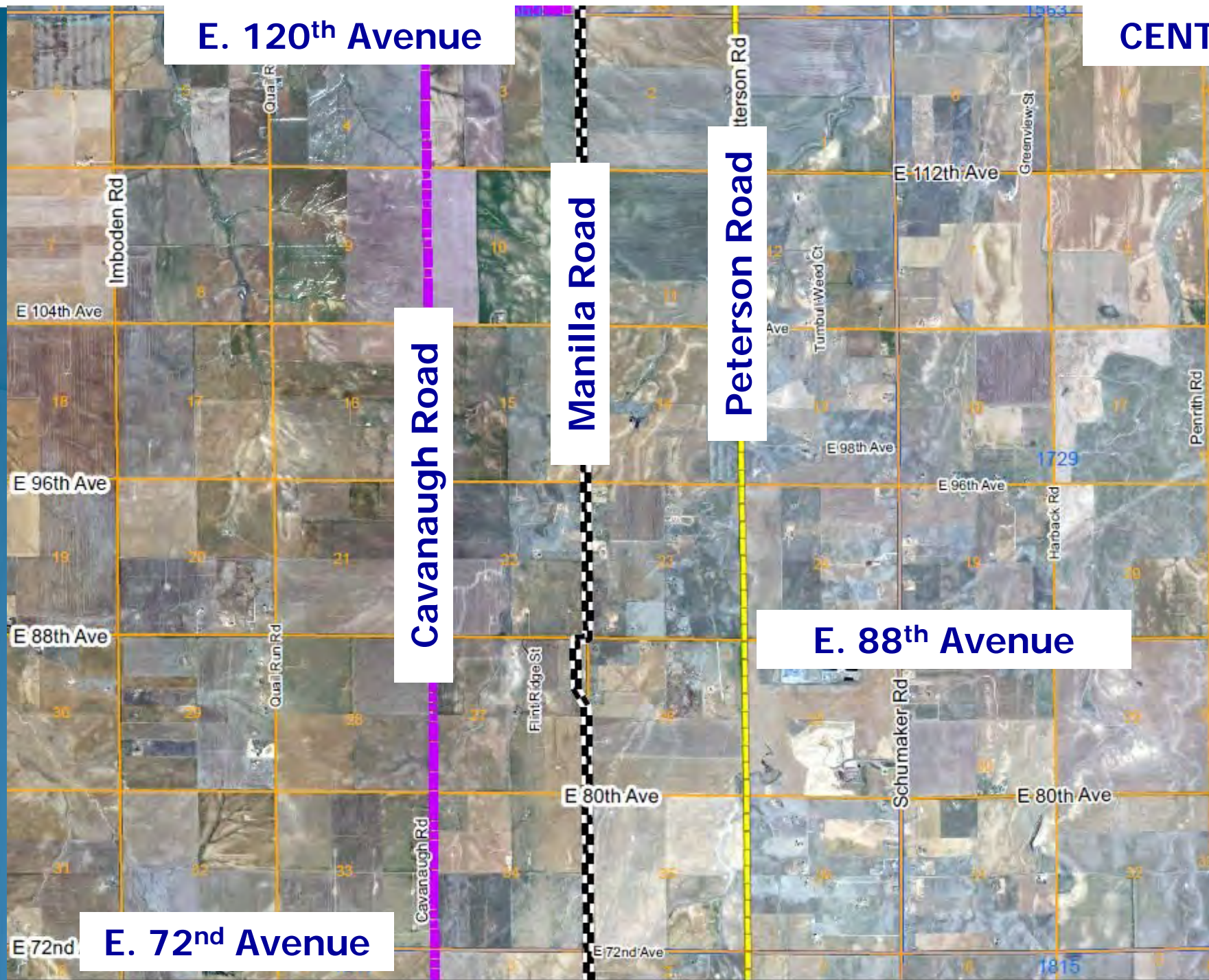
Matador Alternative 2



For display purposes only.

E. 120th Avenue

CENTRAL



RCU2018-00048

Matador Pipeline

Matador Preferred Route

Matador Alternative 1

Matador Alternative 2



For display purposes only.

SOUTH

E. 72nd Avenue

E. 56th Avenue

Peterson Road

Manilla Road

E. 30th Avenue


E. Colfax Avenue


**Colorado
Air and
Space
Port**


Bennett Station

RCU2018-00048

Matador Pipeline

 Matador Preferred Route

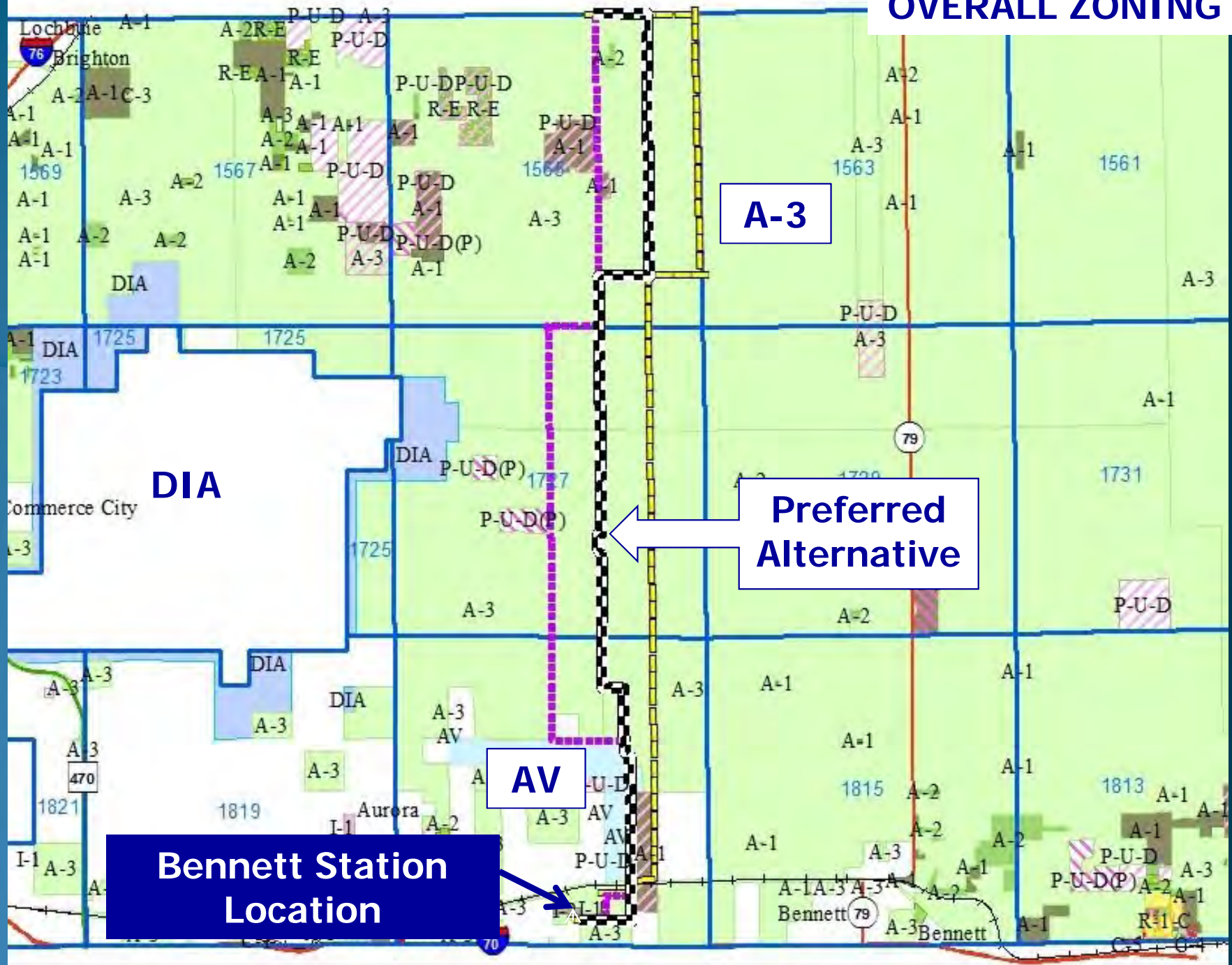
 Matador Alternative 1

 Matador Alternative 2



For display purposes only.

OVERALL ZONING MAP



RCU2018-00048

Matador Pipeline

Matador Preferred Route

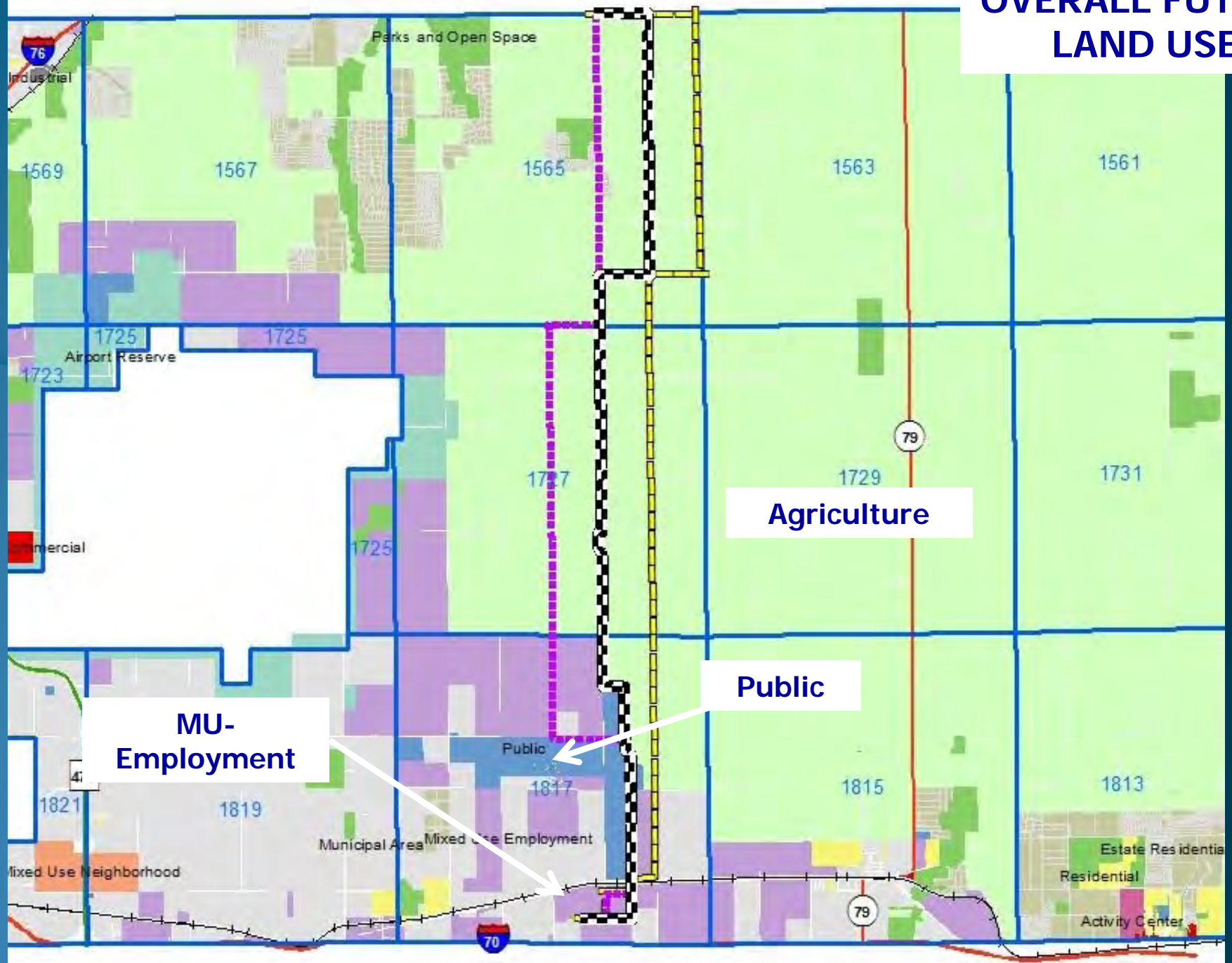
Matador Alternative 1

Matador Alternative 2



For display purposes only.

OVERALL FUTURE LAND USE



RCU2018-00048

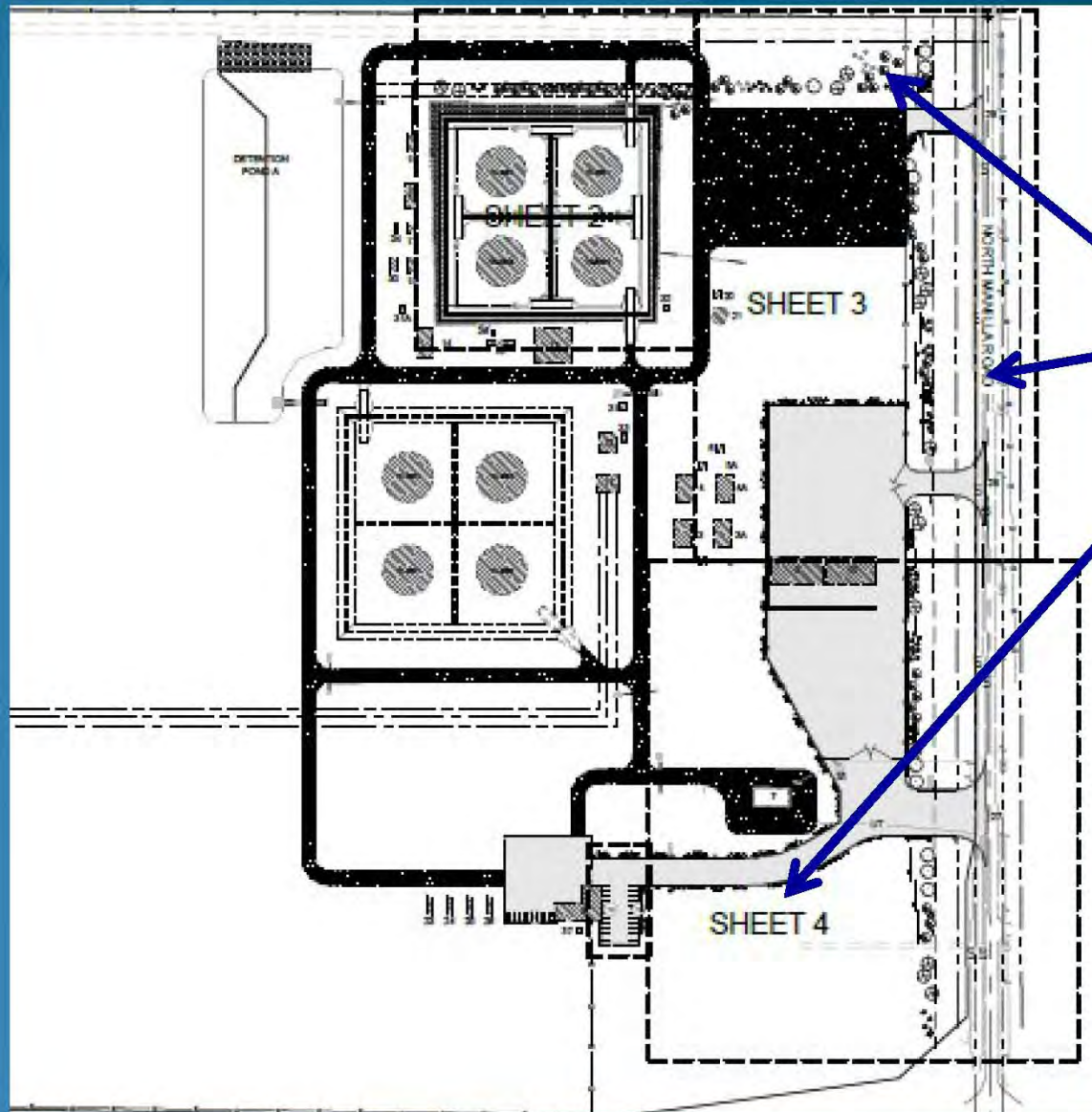
Matador Pipeline

- Matador Preferred Route
- Matador Alternative 1
- Matador Alternative 2



Proposed Fence

Landscaping Plan



**Landscape
Buffers with
Proposed
Trees, Shrubs
and Bushes**

Fence Detail



Criteria for Conditional Use

Section 2-02-08-06

1. Permitted in zone district
2. Consistent with regulations
3. Comply with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Site plan adequate for use
8. Adequate services

Areas and Activities of State Interest

Section 6-07-02

- The project, including at least 3 alternatives
- Property rights, permits, and other approvals
- Financial feasibility of the project
- Land use
- No Impacts to recreational opportunities
- Environmental impact analysis

Development Agreement

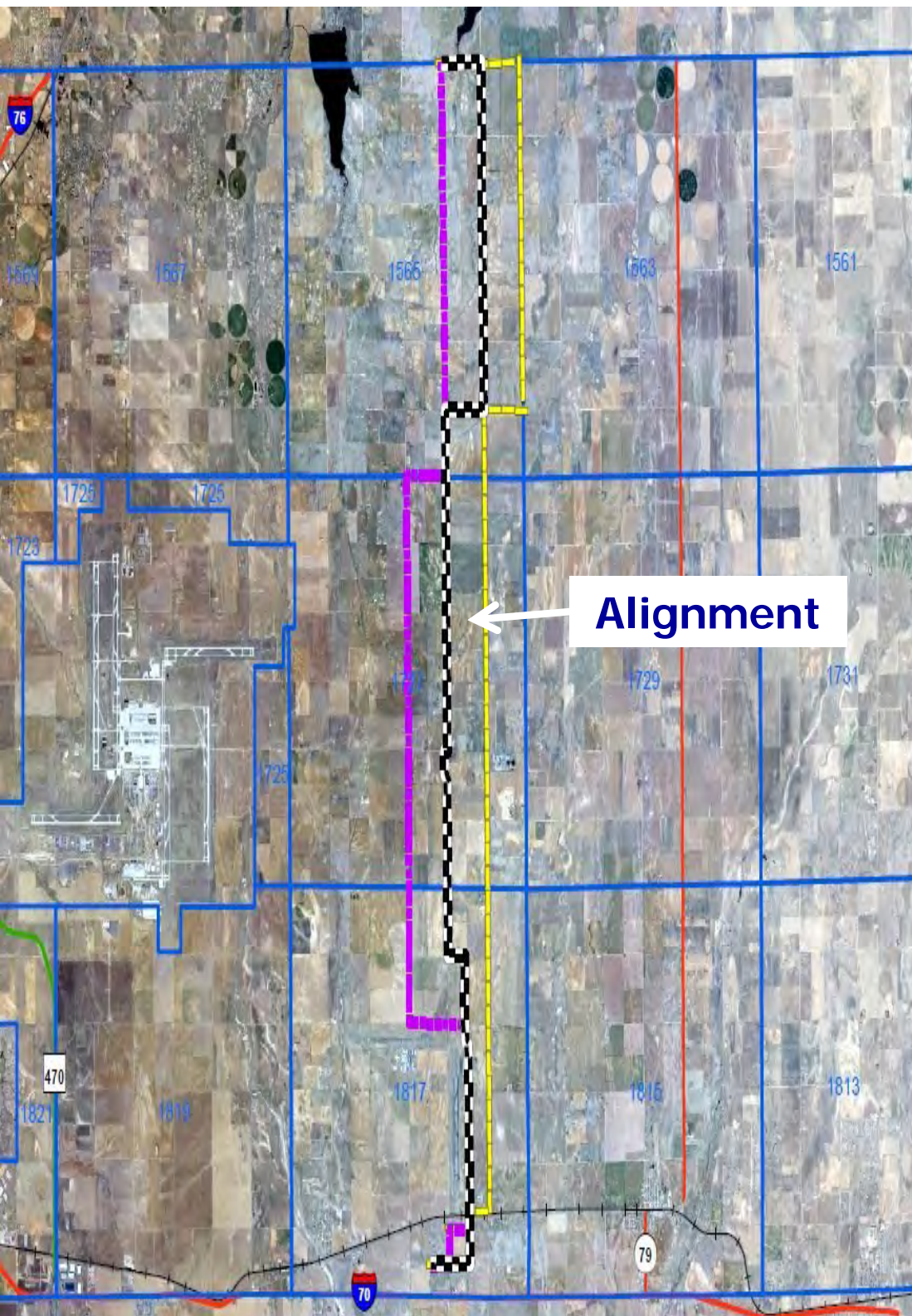
- Pre-Construction:
 - Submit plans for review and approval
 - Submit executed easements and property deeds for the project to the County
 - Stormwater Best Management Practices (BMPs)
 - Submit copies of Xcel Energy and CDOT permits as well as applicable local, state and federal permits
- Construction:
 - 6 AM to 8 PM Monday through Saturday
 - Responsible for roadway cleanliness adjacent to project
 - Comply with CPW and Tri-County recommendations

Development Agreement

- Bennett Station Conditions:
 - Hours of operation are 6 a.m. to 6 p.m. M-F. Deliveries of oil can occur between 6 a.m. and 10 p.m. 7 days a week.
 - Developer agrees to provide a copy of the commercial well permit from the Colorado Division of Water Resources prior to issuance of a building permit
 - Improvements included in Exhibit A shall be installed at:
 - 6 months – Landscaping
 - 9 months – Parking and Fencing
 - Right-of-Way dedication of 70-feet from the Manilla Road Centerline along the length of the Bennett Station parcel

Preferred Alignment

- 21.6 miles (north-south)
- Ends at Bennett Station
- Buried 48"
- Majority of parcels 35+ acres (A-3 zoning)
- 16 road crossings with one CDOT road
- AHO, AIZ, ANO overlays



120th and Manilla (Southwest)



12020th and Mahalla
(South)



1202nd and Main
1202nd and Main
(Looking North)



1200th and Manilla
48th and Manilla
(Looking East)



1208 South Main Street
1208 South Main Street
(Looking North)
Station)



Referral Comments

- Comments:
 - CDOT: permit for construction in state hwy (Colfax Ave)
 - CPW: construction during nesting season
 - City of Aurora: prefer Bennett Station be further north (aesthetics), the tanks painted, and bermed
- No concerns:
 - Xcel Energy, CDPHE , FAA, Brighton Fire, Bennett-Watkins Fire
- Property Owners and Residents within 700 ft:

Notifications Sent	Comments Received
331	0

Summary of Analysis

- Harmonious & compatible
- Addressed all off-site impacts
- Site suitable for use
- Not detrimental to health, safety, welfare
- Best alternative to minimize impacts
- Minimal noise, odor, dust, traffic

PC Update

- March 14, 2019
 - Recommended approval (6-1) vote
- Discussion:
 - Bennett Station Aesthetics/City of Aurora Comment
 - Expiration Date for Bennett Station
- Public Testimony:
 - None

PC and Staff Recommendation

RCU2018-00048 Matador Pipeline

PC and Staff recommends Approval based on 33 Findings-of- Fact, 4 conditions and 1 note.

Recommended Conditions

1. The applicant shall comply with all terms and conditions of the (pending) Development Agreement between DJ South Gathering LLC and Adams County.
2. The applicant shall submit a separate development agreement with the engineering construction plans review for the Bennett Station. This agreement shall be approved separately by the Board of County Commissioners.
3. The portion of the conditional use permit pertaining to the Bennett Station shall expire on April 2, 2039, unless extended.
4. The applicant, at the time of permit review, shall adhere to all environmental requirements in compliance with FAA standards.

Recommended Note

1. The applicant shall adhere to all federal, state, and local regulations, as well as pre-construction, construction, engineering and operational standards.