



**Board of County Commissioners**

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

**PUBLIC HEARING AGENDA**

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

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**May 24, 2022**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of May 9-13, 2022
- B.** Minutes of the Commissioners' Proceedings from May 17, 2022
- C.** Resolution Approving an Amendment to the Adams County 2022 Fee Schedule to Add and Update Fees for Existing Permits
- D.** Resolution Approving Application in Case #PLT2020-00036; Decatur Subdivision, Filing No. 1 Final Plat
- E.** Resolution Approving Case #SIA2020-00023 Subdivision Improvements Agreement for Decatur Subdivision, Filing No.1 Final Plat

- F.** Resolution Accepting Warranty Deed Conveying Property from Sang Soo, LLC to Adams County for Right-of-Way Purposes
- G.** Resolution Accepting Warranty Deed Conveying Property from Carlos Arreola to Adams County for Right-of-Way Purposes
- H.** Resolution Accepting Warranty Deed Conveying Property from Balboa Park Homes Association to Adams County for Right-of-Way Purposes
- I.** Resolution Accepting Warranty Deed Conveying Property from Ramiro R. Dorado Rosales to Adams County for Right-of-Way Purposes
- J.** Resolution Accepting Warranty Deed Conveying Property from Thomas A. Duensing Trust to Adams County for Right-of-Way Purposes
- K.** Resolution Accepting Warranty Deed Conveying Property from Randolph V. Laurienti to Adams County for Right-of-Way Purposes
- L.** Resolution Accepting Warranty Deed Conveying Property from Hector Romero to Adams County for Right-of-Way Purposes
- M.** Resolution Accepting Warranty Deed Conveying Property from John Benito Lucero to Adams County for Right-of-Way Purposes
- N.** Resolution Accepting Warranty Deed Conveying Property from Colin Hubert to Adams County for Right-of-Way Purposes
- O.** Resolution Accepting Warranty Deed Conveying Property from Bryan McKim to Adams County for Right-of-Way Purposes
- P.** Resolution Accepting Warranty Deed Conveying Property from Devonshire LLC to Adams County for Right-of-Way Purposes
- Q.** Resolution Approving the 2022 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link
- R.** Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application
- S.** Resolution Approving the Adams County Head Start Quality Improvement Funding Supplemental Application
- T.** Resolution Approving Right-of-Way Agreement between Adams County and Tomasa Aguirre for Property Necessary for the ADA Transition Area III – Steele Street Improvements Project in the Amount of \$54,720.00
- U.** Resolution Accepting a Permanent Access Easement from Rock Family Farm, LLC, to Adams County for Access to Storm Water Detention Locations
- V.** Resolution Accepting a Permanent Drainage Easement from Rock Family Farm, LLC, to Adams County for Storm Water Drainage Purposes of the South Pond
- W.** Resolution Accepting Warranty Deed Conveying Property from Federal Partners, LLC, to Adams County, for the Dedication of Road Right-of-Way in the Amount of \$253,530.00
- X.** Resolution Accepting a Permanent Drainage Easement from Rock Family Farm, LLC, to Adams County for Storm Water Drainage Purposes of the East Pond
- Y.** Resolution Accepting a Permanent Drainage Easement from Maverik Inc. to Adams County for Storm Water Drainage Purposes
- Z.** Resolution Accepting a Quitclaim Deed from Maverik Inc. to Adams County for Right-of-Way Purposes for W. 56th Avenue



- AA. Resolution Accepting Warranty Deed Conveying Property from Thomas Roberts to Adams County for Road Right-of-Way in the Amount of \$200.00
- AB. Resolution Accepting Special Warranty Deed Conveying Property from Arthur L. Gallegos to Adams County for Road Right-of-Way in the Amount of \$455.00
- AC. Resolution Approving the Assignment of Adams County's 2022 Private Activity Bond Allocation from the State Ceiling to the Commerce City Housing Authority for the Purpose of Financing Affordable Housing; and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith
- AD. Resolution Approving the First Amendment to the Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Northglenn, Colorado

7. NEW BUSINESS

A. COUNTY MANAGER

- 1. Resolution Approving Amendment Two to the Agreement between Adams County and Tri-County Health Department in the Amount of \$274,931.65, for Pregnancy Prevention Services
- 2. Resolution Approving an Agreement between Adams County and Kimley Horn Professional Design and Engineering for Professional Design and Engineering Services for the Colorado Air and Space Port
- 3. Resolution Approving an Agreement between Adams County and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port
- 4. Resolution Approving Amendment Two to the Agreement between Adams County and City Service Valcon in the Amount of \$750,000.00, to Provide Fuel Services for the Colorado Air And Space Port
- 5. Resolution Approving an Agreement between Adams County and Hamon Infrastructure, Inc., in the Amount of \$18,527,731.60 for the East 58th Avenue Improvements Project
- 6. Resolution Approving Amendment One to the Agreement between Adams County and Elite Surface Infrastructure, Inc., in the Amount of \$96,260.99, for the Henderson Road and Park Boulevard Roundabout Project
- 7. Resolution Approving an Agreement between Adams County and PEI in the Not to Exceed Amount of \$858,240, for Digital Storage Solution for the District Attorney’s Office
- 8. Resolution Approving Amendment Three to the Agreement between Adams County and ECI Site Construction Management, Inc., in the Amount of \$2,386,850.07, for the Adams County Veterans Memorial
- 9. Resolution Approving the Intergovernmental Agreement between Adams County Colorado and Gilpin County Colorado Regarding Coordination and Cooperation for Completion of Child Abuse and Neglect Assessment Services

B. COUNTY ATTORNEY

8. ADJOURNMENT

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	1,893,516.38
4	Capital Facilities Fund	96,819.46
5	Golf Course Enterprise Fund	10,898.20
6	Equipment Service Fund	15,692.06
7	Stormwater Utility Fund	3,875.61
13	Road & Bridge Fund	721,293.70
19	Insurance Fund	183,287.58
25	Waste Management Fund	40,140.25
27	Open Space Projects Fund	4,150.00
30	Community Dev Block Grant Fund	31,501.00
35	Workforce & Business Center	9,450.64
43	Colorado Air & Space Port	2,017.47
50	FLATROCK Facility Fund	363.80
		<u>3,013,006.15</u>

## Net Warrants by Fund Detail

**1****General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00008996	383698	ALLIED UNIVERSAL SECURITY SERV	05/11/22	53,503.02
00008997	1008782	ANGEL ARMOR LLC	05/11/22	1,738.85
00008998	1278658	C G ENVIRONMENTAL	05/11/22	3,510.10
00008999	37193	CINA & CINA FORENSIC CONSULTIN	05/11/22	10,150.00
00009000	12577	CUMMINS ALLISON CORP	05/11/22	660.00
00009002	1256913	MARKHAM GALLEGOS JENNIFER	05/11/22	625.00
00009004	1053561	SIEGEL THOMAS WEIL	05/11/22	250.00
00009005	1184412	SNI COMPANIES	05/11/22	16,129.41
00009006	373844	SOLARWINDS WORLDWIDE LLC	05/11/22	6,343.00
00009008	737980	WOLD ARCHITECTS AND ENGINEERS	05/11/22	10,151.25
00009009	1275180	ROMEO ENTERTAINMENT GROUP INC	05/11/22	71,400.00
00009010	383698	ALLIED UNIVERSAL SECURITY SERV	05/13/22	21,619.21
00009011	1054420	BAWDEN JANAE A	05/13/22	468.75
00009012	37193	CINA & CINA FORENSIC CONSULTIN	05/13/22	15,425.00
00009013	625677	CODE 4 SECURITY SERVICES LLC	05/13/22	546.00
00009017	737980	WOLD ARCHITECTS AND ENGINEERS	05/13/22	10,151.25
00009018	5449	NORTH METRO TASK FORCE	05/13/22	149,522.31
00770239	72554	AAA PEST PROS	05/13/22	2,090.00
00770242	252050	ADAMS COUNTY HUMAN SERVICES	05/13/22	45.21
00770243	91631	ADAMSON POLICE PRODUCTS	05/13/22	2,650.02
00770244	1128011	ADT COMMERCIAL LLC	05/13/22	5,849.68
00770247	77051	ALPINE CREDIT, INC	05/13/22	19.00
00770249	786384	ALTITUDE COMMUNITY LAW	05/13/22	38.00
00770250	228213	ARAMARK REFRESHMENT SERVICES	05/13/22	111.12
00770251	322973	ARMORED KNIGHTS INC	05/13/22	1,781.95
00770253	222737	BERKELEY VILLAGE MOBILE HOME P	05/13/22	66.00
00770254	40942	BI INCORPORATED	05/13/22	13,619.86
00770255	1278821	BITEGETSIMANA JEAN CLAUDE	05/13/22	19.00
00770256	13160	BRIGHTON CITY OF (WATER)	05/13/22	1,055.78
00770257	1178911	CARRANZA RICHARD	05/13/22	19.00
00770258	1278310	CASTILLO JUSTINA MARIE	05/13/22	19.00
00770259	37266	CENTURY LINK	05/13/22	185.00
00770260	1278825	CHRISTENSEN LANORE IRENE	05/13/22	66.00
00770261	5556	COLO BUREAU INVESTIGATION-IDEN	05/13/22	632.00
00770262	65277	COLO DEPT OF TRANSPORTATION	05/13/22	40.00
00770263	5050	COLO DIST ATTORNEY COUNCIL	05/13/22	1,350.00

## Net Warrants by Fund Detail

**1****General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770265	209334	COLO NATURAL GAS INC	05/13/22	148.30
00770266	251500	COLO STATE UNIVERSITY EXSTENSI	05/13/22	300.00
00770267	6467	COLORADO CORRECTIONAL INDUSTRI	05/13/22	33.85
00770268	1029850	COLORADO HOSPITALITY SERVICES	05/13/22	50.00
00770270	13565	CORE ELECTRIC COOPERATIVE	05/13/22	53.52
00770271	810159	CORHIO	05/13/22	1,620.00
00770273	1278818	DAVIS CHRISTY	05/13/22	19.00
00770274	1191434	DGEB MANAGEMENT LLC	05/13/22	149.00
00770275	101347	DHM DESIGNS	05/13/22	2,213.75
00770277	808844	DUPRIEST JOHN FIELDEN	05/13/22	65.00
00770278	430532	EASTERN ADAMS COUNTY METROPOLI	05/13/22	805.30
00770279	35867	ELDORADO ARTESIAN SPRINGS INC	05/13/22	117.95
00770280	1004863	ELITE SURFACE INFRASTRUCTURE	05/13/22	5,333.34
00770283	47723	FEDEX	05/13/22	312.84
00770285	197938	FIRST CALL OF COLO	05/13/22	4,185.00
00770286	308839	FISHER ALFIE ROBERT	05/13/22	19.00
00770287	698569	FOREST SEAN	05/13/22	65.00
00770288	463649	GABLEHOUSE GRANBERG LLC	05/13/22	5,334.09
00770289	1278822	GALLEGOS ERIN	05/13/22	66.00
00770290	783632	GAM ENTERPRISES INC	05/13/22	5,495.69
00770292	1271722	GARD LAW FIRM LLC	05/13/22	19.00
00770293	293118	GARNER, ROSIE	05/13/22	65.00
00770294	1004844	GPS SERVERS LLC	05/13/22	38.00
00770295	742456	GRAY QUARTER INC	05/13/22	22,779.00
00770296	1278816	GUTTENBERG ARNOLD PAUL	05/13/22	19.00
00770300	293122	HERRERA, AARON	05/13/22	65.00
00770301	486419	HIGH COUNTRY BEVERAGE	05/13/22	546.75
00770302	10864	HILLYARD - DENVER	05/13/22	229.11
00770303	494097	HP INC	05/13/22	42,823.91
00770304	79260	IDEXX DISTRIBUTION INC	05/13/22	422.70
00770305	32276	INSIGHT PUBLIC SECTOR	05/13/22	191.10
00770306	859588	JAZOWSKI KAREN	05/13/22	1,325.00
00770307	615519	JCOR MECHANICAL INC	05/13/22	578,504.40
00770308	215623	JEFFERSON COUNTY TREASURER	05/13/22	5,460.00
00770310	1278817	JENNINGS SHARA L	05/13/22	19.00
00770311	1278311	JOHNS BRENDA	05/13/22	19.00

## 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>
00770312	33110	JUSTICE BENEFITS INC	05/13/22	1,232.00
00770313	229840	KELLY ELECTRICAL SERVICES INC	05/13/22	3,650.00
00770314	1270140	KING SOOPERS STORE #86	05/13/22	2,009.43
00770315	1020086	LABORATORY CORPORATION OF AMER	05/13/22	4,222.27
00770316	40843	LANGUAGE LINE SERVICES	05/13/22	1,033.20
00770319	810888	MARTINEZ JUSTIN PAUL	05/13/22	65.00
00770320	1039410	MECSTAT LABORATORIES	05/13/22	390.00
00770321	418857	MILLER COHEN PETERSON YOUNG	05/13/22	19.00
00770323	1278814	MOULTRIE SHANEQWA	05/13/22	19.00
00770324	1272375	MUHUMED ABSHIR	05/13/22	19.00
00770325	13591	MWI ANIMAL HEALTH	05/13/22	4,106.79
00770326	1278823	NGUYEN THUY-TIEN	05/13/22	66.00
00770327	124449	NMS LABS	05/13/22	22,654.00
00770329	1271728	ONE SERVE LEGAL	05/13/22	19.00
00770330	708039	OPENGOV INC	05/13/22	83,550.00
00770331	473343	PALEO DNA	05/13/22	756.00
00770332	142477	PALUSKA THOMAS	05/13/22	608.42
00770333	516994	PARK 12 HUNDRED OWNERS ASSOCIA	05/13/22	24,032.37
00770334	669732	PATTERSON VETERINARY SUPPLY IN	05/13/22	420.46
00770335	12691	PEARL COUNSELING ASSOCIATES	05/13/22	5,576.00
00770337	100332	PERKINELMER GENETICS	05/13/22	100.00
00770338	720230	PHILLIPS PET FOOD & SUPPLIES	05/13/22	787.70
00770339	1278362	PIEKEN JULIANNA	05/13/22	200.00
00770341	1202027	PLANET TECHNOLOGY	05/13/22	4,812.50
00770342	1278309	PROVEST LLC	05/13/22	19.00
00770343	1278654	PULIDO YASSMIN	05/13/22	20.00
00770344	1275960	PURCHASE POWER	05/13/22	72.57
00770345	216245	PUSH PEDAL PULL INC	05/13/22	5,770.00
00770346	1276575	RAVEN ALEXANDRIA	05/13/22	19.00
00770347	53054	RICHARDSON SHARON	05/13/22	65.00
00770348	1129845	ROSE DAVID E	05/13/22	65.00
00770350	1278815	SEAGER IAN	05/13/22	19.00
00770352	13538	SHRED-IT	05/13/22	40.00
00770353	13932	SOUTH ADAMS WATER & SANITATION	05/13/22	539.20
00770354	13932	SOUTH ADAMS WATER & SANITATION	05/13/22	49.61
00770355	13932	SOUTH ADAMS WATER & SANITATION	05/13/22	49.61

## Net Warrants by Fund Detail

**1****General Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770356	13932	SOUTH ADAMS WATER & SANITATION	05/13/22	1,645.69
00770357	13932	SOUTH ADAMS WATER & SANITATION	05/13/22	413.16
00770358	51001	SOUTHLAND MEDICAL LLC	05/13/22	713.13
00770359	12431	SPACE CONCEPTS INC	05/13/22	931.39
00770360	928073	SQUEEGEE SQUAD	05/13/22	932.00
00770362	33604	STATE OF COLORADO	05/13/22	309.37
00770363	33604	STATE OF COLORADO	05/13/22	3.08
00770366	1186984	STIVERS STAFFING SERVICES LLC	05/13/22	3,991.52
00770367	414653	STOKES AND WOLF	05/13/22	19.00
00770368	599714	SUMMIT FOOD SERVICE LLC	05/13/22	7,588.43
00770369	102754	SUMMIT PATHOLOGY	05/13/22	2,388.06
00770370	80267	SWIMS DISPOSAL	05/13/22	95.00
00770371	426037	SWIRE COCA-COLA USA	05/13/22	502.00
00770372	1047964	SYMMETRY ENERGY SOLUTIONS LLC	05/13/22	27,037.07
00770373	385142	THOMPSON GREGORY PAUL	05/13/22	65.00
00770374	22538	THOMSON REUTERS - WEST	05/13/22	560.07
00770375	22538	THOMSON REUTERS - WEST	05/13/22	560.07
00770376	1278308	TOP HAT FILE AND SERVE INC	05/13/22	19.00
00770377	1165147	TRACTEL INC SWINGSTAGE WEST DI	05/13/22	6,153.00
00770378	38221	TRANE US INC	05/13/22	10,590.00
00770379	1094	TRI COUNTY HEALTH DEPT	05/13/22	320,163.83
00770380	1240463	TRILOGY MEDWASTE WEST LLC	05/13/22	1,874.28
00770381	1278820	TRINIDAD SANCHEZ AURORA MAYLET	05/13/22	19.00
00770382	1270310	TRINITY SERVICES GROUP INC	05/13/22	237,557.21
00770383	666214	TYGRETT DEBRA R	05/13/22	345.00
00770385	51179	UNITED PARCEL SERVICE INC	05/13/22	285.78
00770386	1007	UNITED POWER (UNION REA)	05/13/22	37.03
00770387	37012	UNITED REPROGRAPHIC SUPPLY INC	05/13/22	1,620.00
00770388	20730	UNITED STATES POSTAL SERVICE	05/13/22	1,410.00
00770389	20730	UNITED STATES POSTAL SERVICE	05/13/22	1,410.00
00770394	28617	VERIZON WIRELESS	05/13/22	2,944.12
00770396	77845	VERTIQ SOFTWARE LLC	05/13/22	7,441.75
00770399	46796	WESTMINSTER CITY OF	05/13/22	3,594.15
00770400	1278307	WHOLE FAMILY LEGAL	05/13/22	19.00
00770401	13822	XCEL ENERGY	05/13/22	375.03
00770402	13822	XCEL ENERGY	05/13/22	917.36

## 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>
00770403	13822	XCEL ENERGY	05/13/22	105.07
00770405	1117066	AB LITIGATION SERVICES	05/13/22	76.50
00770406	228213	ARAMARK REFRESHMENT SERVICES	05/13/22	171.49
00770408	47723	FEDEX	05/13/22	170.72
00770409	42876	LEXISNEXIS RISK SOLUTIONS	05/13/22	130.00
00770410	52553	SWEEP STAKES UNLIMITED	05/13/22	50.00
00770411	52553	SWEEP STAKES UNLIMITED	05/13/22	50.00
00770412	52553	SWEEP STAKES UNLIMITED	05/13/22	55.00
00770413	52553	SWEEP STAKES UNLIMITED	05/13/22	55.00
00770414	52553	SWEEP STAKES UNLIMITED	05/13/22	35.00
00770415	13822	XCEL ENERGY	05/13/22	18.73
00770416	13822	XCEL ENERGY	05/13/22	29.06
00770417	13822	XCEL ENERGY	05/13/22	118.51
00770418	13822	XCEL ENERGY	05/13/22	83.22
<b>Fund Total</b>				<b>1,893,516.38</b>



County of Adams  
Net Warrants by Fund Detail

4 Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770252	88751	ARROW J LANDSCAPE & DESIGN INC	05/13/22	89,883.30
00770328	949999	OFFICESCAPES OF DENVER LLLP	05/13/22	6,720.16
00770404	13822	XCEL ENERGY	05/13/22	216.00
Fund Total				96,819.46

County of Adams  
Net Warrants by Fund Detail

<u>5</u>		<u>Golf Course Enterprise Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00009016	6177	PROFESSIONAL RECREATION MGMT I	05/13/22	10,853.20	
00770240	72554	AAA PEST PROS	05/13/22	45.00	
			<b>Fund Total</b>	<b>10,898.20</b>	

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>
00770248	65983	ALSCO	05/13/22	637.04
00770282	346750	FACTORY MOTOR PARTS	05/13/22	8,615.40
00770349	16237	SAM HILL OIL INC	05/13/22	6,439.62
<b>Fund Total</b>				<b>15,692.06</b>

County of Adams  
Net Warrants by Fund Detail

7      Stormwater Utility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770291	479331	GARCIA JUSTIN	05/13/22	54.91
00770391	158184	UTILITY NOTIFICATION CENTER OF	05/13/22	1,688.70
00770392	1090176	UTILO LLC	05/13/22	2,132.00
<b>Fund Total</b>				<b>3,875.61</b>

## 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>
00770246	411865	ALFRED BENESCH & CO	05/13/22	10,790.30
00770272	1141018	DANIELS REAL ESTATE SERVICES	05/13/22	8,500.00
00770281	1004863	ELITE SURFACE INFRASTRUCTURE	05/13/22	208,836.60
00770297	483393	H2O POWER EQUIPMENT	05/13/22	8,440.00
00770298	92426	HDR ENGINEERING INC	05/13/22	4,400.00
00770318	13082	LUMIN8 TRANSPORTATION TECHNOLO	05/13/22	397,267.71
00770336	1266603	PERCHERON LLC	05/13/22	11,978.84
00770351	778644	SHORT ELLIOTT HENDRICKSON INC	05/13/22	19,540.25
00770393	131717	VANCE BROTHERS INC	05/13/22	51,540.00
<b>Fund Total</b>				<b>721,293.70</b>

## 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>
00009001	423439	DELTA DENTAL OF COLO	05/11/22	113,386.77
00009014	1269642	NEW YOU CREW NUTRITION AND FIT	05/13/22	5,092.50
00770264	17565	COLO FRAME & SUSPENSION	05/13/22	16,790.89
00770284	947425	FIRST AMERICAN ADMINISTRATORS	05/13/22	26,759.76
00770299	883606	HENDERSON CONSULTING AND EAP S	05/13/22	806.00
00770317	855793	LOCKTON COMPANIES	05/13/22	10,250.00
00770322	98413	MINES & ASSOCIATES PC	05/13/22	300.00
00770384	37507	UNITED HEALTHCARE	05/13/22	5,380.56
00770397	1271804	VERY GOOD COUNSELING	05/13/22	2,080.00
00770398	346680	WAGE WORKS	05/13/22	1,442.60
00770407	219503	ELKUS & SISSON PC AND	05/13/22	998.50
<b>Fund Total</b>				<b>183,287.58</b>

County of Adams  
Net Warrants by Fund Detail

<u>25</u>		<u>Waste Management Fund</u>			
<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>	
00009003	433702	QUANTUM WATER & ENVIRONMENT	05/11/22	40,140.25	
Fund Total				40,140.25	

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>	
00770276	101347	DHM DESIGNS	05/13/22	4,150.00	
			<b>Fund Total</b>	<b>4,150.00</b>	



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>
00009007	29064	TIERRA ROJO CORPORATION	05/11/22	10,450.00
00009015	866134	PG CONSTRUCTION SERVICES INC	05/13/22	10,426.00
00770245	497263	AFFORDABLE REMODELING SOLUTION	05/13/22	10,625.00
<b>Fund Total</b>				<b>31,501.00</b>

## Net Warrants by Fund Detail

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Workforce & Business Center

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<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770269	1483	COMPUTER SYSTEMS DESIGN	05/13/22	4,800.00
00770309	1278909	JEFFERSON SQUARE	05/13/22	1,307.00
00770340	1272365	PIONEER PROPERTY MANAGEMENT LL	05/13/22	1,300.00
00770390	29175	US BANK HOME MORTGAGE	05/13/22	1,542.65
00770395	8076	VERIZON WIRELESS	05/13/22	500.99
<b>Fund Total</b>				<hr/> <b>9,450.64</b>

County of Adams  
Net Warrants by Fund Detail

<b>43</b>		<b>Colorado Air &amp; Space Port</b>			
<u>Warrant</u>		<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770364		33604	STATE OF COLORADO	05/13/22	2,001.00
00770365		33604	STATE OF COLORADO	05/13/22	16.47
				<b>Fund Total</b>	<b>2,017.47</b>

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>
		00770241	72554	AAA PEST PROS	05/13/22	60.00
		00770361	928073	SQUEEGEE SQUAD	05/13/22	303.80
		Fund Total				363.80

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total        3,013,006.15**

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	1018425	417293	05/10/22	45.21
					Account Total	45.21
					Department Total	45.21

County of Adams  
Vendor Payment Report

<u>2051</u>	<u>ANS - Admin &amp; Customer Care</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Animal Control/Shelter					
	PIEKEN JULIANNA	00001	1018415	417688	05/09/22	200.00
	PULIDO YASSMIN	00001	1018414	417688	05/09/22	20.00
					Account Total	220.00
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	1018413	417688	05/09/22	111.12
					Account Total	111.12
					Department Total	331.12

County of Adams  
Vendor Payment Report

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ARROW J LANDSCAPE & DESIGN INC	00004	1018711	417965	05/12/22	94,614.00
	OFFICESCAPES OF DENVER LLLP	00004	1018666	417965	05/12/22	6,558.16
					Account Total	101,172.16
	Retainages Payable					
	ARROW J LANDSCAPE & DESIGN INC	00004	1018711	417965	05/12/22	4,730.70-
					Account Total	4,730.70-
					Department Total	96,441.46



County of Adams  
Vendor Payment Report

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Misc Revenues					
	STATE OF COLORADO	00043	1018204	417459	05/05/22	.54-
	STATE OF COLORADO	00043	1018203	417459	05/05/22	66.00-
	STATE OF COLORADO	00043	1018203	417459	05/05/22	.20
					Account Total	66.34-
					Department Total	66.34-

County of Adams  
Vendor Payment Report

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	AFFORDABLE REMODELING SOLUTION	00030	1018549	417843	05/11/22	10,625.00
	PG CONSTRUCTION SERVICES INC	00030	1018503	417771	05/10/22	10,426.00
	TIERRA ROJO CORPORATION	00030	1018271	417483	05/05/22	10,450.00
					Account Total	31,501.00
					Department Total	31,501.00

County of Adams  
Vendor Payment Report

<u>1021</u>	<u>CLK Recording</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	UNITED REPROGRAPHIC SUPPLY INC	00001	1018206	417462	05/05/22	1,620.00
					Account Total	1,620.00
	Operating Supplies					
	COLORADO CORRECTIONAL INDUSTRI	00001	1018205	417462	05/05/22	33.85
					Account Total	33.85
					Department Total	1,653.85

County of Adams  
Vendor Payment Report

<u>43</u>	<u>Colorado Air &amp; Space Port</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	1018203	417459	05/05/22	2,066.80
	STATE OF COLORADO	00043	1018204	417459	05/05/22	17.01
					Account Total	2,083.81
					Department Total	2,083.81

**County of Adams**  
**Vendor Payment Report**

<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					
	AB LITIGATION SERVICES	00001	1018372	417611	05/06/22	76.50
					Account Total	76.50
	Messenger/Delivery Service					
	FEDEX	00001	1018367	417611	05/06/22	94.62
	FEDEX	00001	1018368	417611	05/06/22	55.12
	FEDEX	00001	1018369	417611	05/06/22	20.98
					Account Total	170.72
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	1018371	417611	05/06/22	171.49
					Account Total	171.49
	Other Professional Serv					
	LEXISNEXIS RISK SOLUTIONS	00001	1018366	417611	05/06/22	130.00
	SWEEP STAKES UNLIMITED	00001	1018361	417611	05/06/22	50.00
	SWEEP STAKES UNLIMITED	00001	1018362	417611	05/06/22	50.00
	SWEEP STAKES UNLIMITED	00001	1018363	417611	05/06/22	55.00
	SWEEP STAKES UNLIMITED	00001	1018364	417611	05/06/22	55.00
	SWEEP STAKES UNLIMITED	00001	1018365	417611	05/06/22	35.00
					Account Total	375.00
					Department Total	793.71

**County of Adams**  
**Vendor Payment Report**

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	1018563	417859	05/11/22	15,200.00
	CINA & CINA FORENSIC CONSULTIN	00001	1018202	417453	05/05/22	10,150.00
					Account Total	25,350.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	1018531	417839	05/11/22	42.00
	ELDORADO ARTESIAN SPRINGS INC	00001	1018379	417618	05/06/22	23.00
	ELDORADO ARTESIAN SPRINGS INC	00001	1018380	417618	05/06/22	41.95
	ELDORADO ARTESIAN SPRINGS INC	00001	1018381	417618	05/06/22	11.00
	SOUTHLAND MEDICAL LLC	00001	1018397	417618	05/06/22	713.13
					Account Total	831.08
	Other Professional Serv					
	FEDEX	00001	1018391	417618	05/06/22	125.42
	FEDEX	00001	1018392	417618	05/06/22	90.25
	FEDEX	00001	1018393	417618	05/06/22	9.00
	FEDEX	00001	1018394	417618	05/06/22	38.74
	FEDEX	00001	1018536	417839	05/11/22	49.43
	FIRST CALL OF COLO	00001	1018378	417618	05/06/22	4,185.00
	JAZOWSKI KAREN	00001	1017894	417186	05/03/22	1,325.00
	LABORATORY CORPORATION OF AMER	00001	1018539	417839	05/11/22	4,222.27
	LANGUAGE LINE SERVICES	00001	1018376	417618	05/06/22	39.36
	MARKHAM GALLEGOS JENNIFER	00001	1017887	417121	05/02/22	625.00
	MECSTAT LABORATORIES	00001	1018382	417618	05/06/22	195.00
	MECSTAT LABORATORIES	00001	1018383	417618	05/06/22	195.00
	NMS LABS	00001	1018534	417839	05/11/22	22,654.00
	PALEO DNA	00001	1018384	417618	05/06/22	378.00
	PALEO DNA	00001	1018385	417618	05/06/22	378.00
	PERKINELMER GENETICS	00001	1018396	417618	05/06/22	100.00
	SUMMIT PATHOLOGY	00001	1018537	417839	05/11/22	2,388.06
	THOMSON REUTERS - WEST	00001	1018386	417618	05/06/22	560.07
	THOMSON REUTERS - WEST	00001	1018387	417618	05/06/22	560.07
	TRILOGY MEDWASTE WEST LLC	00001	1018395	417618	05/06/22	1,874.28
	UNITED PARCEL SERVICE INC	00001	1018388	417618	05/06/22	81.92
	UNITED PARCEL SERVICE INC	00001	1018389	417618	05/06/22	151.58
	UNITED PARCEL SERVICE INC	00001	1018390	417618	05/06/22	52.28

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>
					Account Total	40,277.73
	Postage & Freight					
	PURCHASE POWER	00001	1018530	417839	05/11/22	72.57
					Account Total	72.57
	Software and Licensing					
	VERTIQ SOFTWARE LLC	00001	1018533	417839	05/11/22	7,441.75
					Account Total	7,441.75
	Subscrip/Publications					
	CORHIO	00001	1018398	417618	05/06/22	1,620.00
					Account Total	1,620.00
					Department Total	75,593.13

County of Adams  
Vendor Payment Report

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CUMMINS ALLISON CORP	00001	1018426	417730	05/10/22	660.00
					Account Total	660.00
	Other Professional Serv					
	SHRED-IT	00001	1018255	417467	05/05/22	40.00
					Account Total	40.00
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	1018265	417476	05/05/22	1,410.00
					Account Total	1,410.00
					Department Total	2,110.00



**County of Adams**  
**Vendor Payment Report**

<u>8614</u>	<u>Dental Active - COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	1018504	417773	05/10/22	7,707.00
	DELTA DENTAL OF COLO	00019	1018504	417773	05/10/22	13,255.56
	DELTA DENTAL OF COLO	00019	1018505	417773	05/10/22	25,612.52
	DELTA DENTAL OF COLO	00019	1018505	417773	05/10/22	27,213.20
	DELTA DENTAL OF COLO	00019	1018507	417773	05/10/22	2,986.00
	DELTA DENTAL OF COLO	00019	1018507	417773	05/10/22	7,044.40
	DELTA DENTAL OF COLO	00019	1018502	417773	05/10/22	20,028.71
	DELTA DENTAL OF COLO	00019	1018502	417773	05/10/22	9,539.38
					Account Total	113,386.77
					Department Total	113,386.77

County of Adams  
Vendor Payment Report

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	CINA & CINA FORENSIC CONSULTIN	00001	1018575	417857	05/11/22	75.00
	CINA & CINA FORENSIC CONSULTIN	00001	1018576	417857	05/11/22	150.00
	PALUSKA THOMAS	00001	1018578	417874	05/11/22	608.42
					Account Total	833.42
					Department Total	833.42

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					
	FACTORY MOTOR PARTS	00006	1018674	417965	05/12/22	8,615.40
	SAM HILL OIL INC	00006	1018673	417965	05/12/22	6,439.62
					Account Total	15,055.02
					Department Total	15,055.02

County of Adams  
Vendor Payment Report

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO STATE UNIVERSITY EXSTENSI	00001	1018429	417734	05/10/22	<u>300.00</u>
					Account Total	<u>300.00</u>
					Department Total	<u><u>300.00</u></u>

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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00050	1018201	417447	05/05/22	3.17
					Account Total	3.17
	Received not Vouchered Clrg					
	AAA PEST PROS	00050	1018619	417953	05/12/22	60.00
	SQUEEGEE SQUAD	00050	1018682	417965	05/12/22	303.80
					Account Total	363.80
					Department Total	366.97

County of Adams  
Vendor Payment Report

9114	Fleet - Commerce City	Fund	Voucher	Batch No	GL Date	Amount
	Uniforms & Cleaning					
	ALSCO	00006	1018475	417762	05/10/22	179.55
	ALSCO	00006	1018476	417762	05/10/22	179.55
					Account Total	359.10
					Department Total	359.10

County of Adams  
Vendor Payment Report

9115	Fleet - Strasburg	Fund	Voucher	Batch No	GL Date	Amount
	Uniforms & Cleaning					
	ALSCO	00006	1018477	417762	05/10/22	69.56
	ALSCO	00006	1018478	417762	05/10/22	69.46
	ALSCO	00006	1018479	417762	05/10/22	69.46
	ALSCO	00006	1018480	417762	05/10/22	69.46
					Account Total	277.94
					Department Total	277.94

County of Adams  
Vendor Payment Report

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12840	00001	1018337	417572	04/25/22	4,267.45
					Account Total	4,267.45
	Water/Sewer/Sanitation					
	SOUTH ADAMS WATER & SANITATION	00001	1018348	417574	05/06/22	1,645.69
					Account Total	1,645.69
					Department Total	5,913.14



County of Adams  
Vendor Payment Report

1091	FO - Administration	Fund	Voucher	Batch No	GL Date	Amount
	Gas & Electricity					
	Energy Cap Bill ID=12841	00001	1018338	417572	04/19/22	148.30
	Energy Cap Bill ID=12844	00001	1018269	417479	04/19/22	375.03
	Energy Cap Bill ID=12845	00001	1018339	417572	04/21/22	917.36
					Account Total	1,440.69
					Department Total	1,440.69

County of Adams  
Vendor Payment Report

<u>1060</u>	<u>FO - Community Corrections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	SOUTH ADAMS WATER & SANITATION	00001	1018349	417574	05/06/22	413.16
					Account Total	413.16
					Department Total	413.16

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=12842	00001	1018340	417572	04/27/22	1,055.78
					Account Total	1,055.78
					Department Total	1,055.78

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	1018354	417578	05/06/22	216.00
					Account Total	216.00
	Water/Sewer/Sanitation					
	SOUTH ADAMS WATER & SANITATION	00001	1018345	417574	05/06/22	539.20
	SOUTH ADAMS WATER & SANITATION	00001	1018346	417574	05/06/22	49.61
	SOUTH ADAMS WATER & SANITATION	00001	1018347	417574	05/06/22	49.61
					Account Total	638.42
					Department Total	854.42

County of Adams  
Vendor Payment Report

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	1018599	417949	05/12/22	24,032.37
					Account Total	24,032.37
	Water/Sewer/Sanitation					
	WESTMINSTER CITY OF	00001	1018344	417574	05/06/22	2,900.14
					Account Total	2,900.14
					Department Total	26,932.51

County of Adams  
Vendor Payment Report

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12839	00001	1018333	417572	04/25/22	2,215.00
					Account Total	2,215.00
					Department Total	2,215.00

County of Adams  
Vendor Payment Report

<u>1019</u>	<u>FO - Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	1018355	417579	05/06/22	1,410.00
					Account Total	1,410.00
					Department Total	1,410.00

County of Adams  
Vendor Payment Report

<u>1062</u>	<u>FO - Other Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00001	1018352	417578	05/06/22	37.03
	XCEL ENERGY	00001	1018424	417293	05/10/22	105.07
					Account Total	142.10
					Department Total	142.10



County of Adams  
Vendor Payment Report

<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					
	ADT COMMERCIAL LLC	00001	1018350	417578	05/06/22	1,345.00
					Account Total	1,345.00
	Gas & Electricity					
	Energy Cap Bill ID=12836	00001	1018341	417572	04/25/22	20,554.62
					Account Total	20,554.62
					Department Total	21,899.62

County of Adams  
Vendor Payment Report

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12843	00001	1018335	417572	04/21/22	53.52
					Account Total	53.52
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12837	00001	1018336	417572	04/19/22	805.30
	SWIMS DISPOSAL	00001	1018351	417578	05/06/22	95.00
					Account Total	900.30
					Department Total	953.82

County of Adams  
Vendor Payment Report

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	WESTMINSTER CITY OF	00001	1018342	417574	05/06/22	53.18
	WESTMINSTER CITY OF	00001	1018343	417574	05/06/22	640.83
					Account Total	694.01
					Department Total	694.01

County of Adams  
Vendor Payment Report

<u>3098</u>	<u>General Capital Improvements</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	OFFICESCAPES OF DENVER LLLP	00004	1018353	417578	05/06/22	162.00
					Account Total	162.00
					Department Total	162.00

**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>
	Colorado Sales Tax Payable					
	STATE OF COLORADO	00001	1018200	417447	05/05/22	319.65
					Account Total	319.65
	Diversion Restitution Payable					
	COLORADO HOSPITALITY SERVICES	00001	1018584	417874	05/11/22	50.00
	DGEB MANAGEMENT LLC	00001	1018585	417874	05/11/22	149.00
	KING SOOPERS STORE #86	00001	1018586	417874	05/11/22	2,009.43
					Account Total	2,208.43
	Received not Vouchered Clrg					
	AAA PEST PROS	00001	1018618	417953	05/12/22	60.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	145.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	365.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	120.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	50.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	170.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	65.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	150.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	140.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	160.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	100.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	55.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	60.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	325.00
	AAA PEST PROS	00001	1018618	417953	05/12/22	125.00
	ADAMSON POLICE PRODUCTS	00001	1018624	417953	05/12/22	330.30
	ADAMSON POLICE PRODUCTS	00001	1018625	417953	05/12/22	143.93
	ADAMSON POLICE PRODUCTS	00001	1018626	417953	05/12/22	53.98
	ADAMSON POLICE PRODUCTS	00001	1018627	417953	05/12/22	1,226.00
	ADAMSON POLICE PRODUCTS	00001	1018628	417953	05/12/22	216.00
	ADAMSON POLICE PRODUCTS	00001	1018629	417953	05/12/22	6.95
	ADAMSON POLICE PRODUCTS	00001	1018630	417953	05/12/22	6.95
	ADAMSON POLICE PRODUCTS	00001	1018631	417953	05/12/22	431.97
	ADAMSON POLICE PRODUCTS	00001	1018632	417953	05/12/22	89.99
	ADAMSON POLICE PRODUCTS	00001	1018633	417953	05/12/22	143.95
	ADT COMMERCIAL LLC	00001	1018700	417965	05/12/22	24.96

**County of Adams**  
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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>
	ADT COMMERCIAL LLC	00001	1018701	417965	05/12/22	1,155.00
	ADT COMMERCIAL LLC	00001	1018702	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018703	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018704	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018705	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018706	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018714	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018716	417965	05/12/22	24.96
	ADT COMMERCIAL LLC	00001	1018718	417965	05/12/22	3,050.00
	ADT COMMERCIAL LLC	00001	1018718	417965	05/12/22	100.00
	ALLIED UNIVERSAL SECURITY SERV	00001	1018752	418065	05/13/22	3,553.94
	ALLIED UNIVERSAL SECURITY SERV	00001	1018753	418065	05/13/22	4,546.23
	ALLIED UNIVERSAL SECURITY SERV	00001	1018754	418065	05/13/22	4,644.75
	ALLIED UNIVERSAL SECURITY SERV	00001	1018755	418065	05/13/22	4,532.15
	ALLIED UNIVERSAL SECURITY SERV	00001	1018756	418065	05/13/22	4,342.14
	ALLIED UNIVERSAL SECURITY SERV	00001	1018553	417854	05/11/22	7,678.44
	ALLIED UNIVERSAL SECURITY SERV	00001	1018551	417854	05/11/22	45,824.58
	ANGEL ARMOR LLC	00001	1018555	417854	05/11/22	1,738.85
	ARMORED KNIGHTS INC	00001	1018662	417965	05/12/22	356.39
	ARMORED KNIGHTS INC	00001	1018663	417965	05/12/22	356.39
	ARMORED KNIGHTS INC	00001	1018663	417965	05/12/22	356.39
	ARMORED KNIGHTS INC	00001	1018663	417965	05/12/22	356.39
	ARMORED KNIGHTS INC	00001	1018663	417965	05/12/22	356.39
	BAWDEN JANAE A	00001	1018757	418065	05/13/22	125.00
	BAWDEN JANAE A	00001	1018758	418065	05/13/22	125.00
	BAWDEN JANAE A	00001	1018758	418065	05/13/22	218.75
	BI INCORPORATED	00001	1018634	417953	05/12/22	13,619.86
	DHM DESIGNS	00001	1018668	417965	05/12/22	2,213.75
	ELITE SURFACE INFRASTRUCTURE	00001	1018699	417965	05/12/22	2,666.67
	ELITE SURFACE INFRASTRUCTURE	00001	1018699	417965	05/12/22	2,666.67
	GABLEHOUSE GRANBERG LLC	00001	1018615	417953	05/12/22	5,334.09
	GAM ENTERPRISES INC	00001	1018686	417965	05/12/22	121.02
	GAM ENTERPRISES INC	00001	1018687	417965	05/12/22	269.74
	GAM ENTERPRISES INC	00001	1018688	417965	05/12/22	851.13
	GAM ENTERPRISES INC	00001	1018689	417965	05/12/22	382.00
	GAM ENTERPRISES INC	00001	1018690	417965	05/12/22	258.00

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<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	GAM ENTERPRISES INC	00001	1018691	417965	05/12/22	269.55
	GAM ENTERPRISES INC	00001	1018692	417965	05/12/22	175.00
	GAM ENTERPRISES INC	00001	1018693	417965	05/12/22	3,007.25
	GAM ENTERPRISES INC	00001	1018694	417965	05/12/22	162.00
	GRAY QUARTER INC	00001	1018696	417965	05/12/22	22,779.00
	HIGH COUNTRY BEVERAGE	00001	1018677	417965	05/12/22	546.75
	HILLYARD - DENVER	00001	1018656	417953	05/12/22	229.11
	HP INC	00001	1018635	417953	05/12/22	19,635.75
	HP INC	00001	1018636	417953	05/12/22	23,188.16
	IDEXX DISTRIBUTION INC	00001	1018601	417953	05/12/22	422.70
	INSIGHT PUBLIC SECTOR	00001	1018695	417965	05/12/22	191.10
	JCOR MECHANICAL INC	00001	1018526	417836	05/11/22	295,000.00
	JCOR MECHANICAL INC	00001	1018722	417965	05/12/22	7,288.00
	JCOR MECHANICAL INC	00001	1018722	417965	05/12/22	306,664.00
	MWI ANIMAL HEALTH	00001	1018731	417953	05/12/22	17.28
	MWI ANIMAL HEALTH	00001	1018614	417953	05/12/22	2,282.66
	MWI ANIMAL HEALTH	00001	1018602	417953	05/12/22	80.01
	MWI ANIMAL HEALTH	00001	1018603	417953	05/12/22	1,080.00
	MWI ANIMAL HEALTH	00001	1018604	417953	05/12/22	205.26
	MWI ANIMAL HEALTH	00001	1018606	417953	05/12/22	212.56
	MWI ANIMAL HEALTH	00001	1018607	417953	05/12/22	90.84
	MWI ANIMAL HEALTH	00001	1018608	417953	05/12/22	138.18
	PATTERSON VETERINARY SUPPLY IN	00001	1018610	417953	05/12/22	368.10
	PATTERSON VETERINARY SUPPLY IN	00001	1018611	417953	05/12/22	52.36
	PEARL COUNSELING ASSOCIATES	00001	1018641	417953	05/12/22	5,576.00
	PHILLIPS PET FOOD & SUPPLIES	00001	1018612	417953	05/12/22	787.70
	PLANET TECHNOLOGY	00001	1018665	417965	05/12/22	4,812.50
	PUSH PEDAL PULL INC	00001	1018642	417953	05/12/22	5,770.00
	ROMEO ENTERTAINMENT GROUP INC	00001	1018577	417873	05/11/22	71,400.00
	SIEGEL THOMAS WEIL	00001	1018554	417854	05/11/22	250.00
	SNI COMPANIES	00001	1018557	417854	05/11/22	8,694.11
	SNI COMPANIES	00001	1018558	417854	05/11/22	7,435.30
	SOLARWINDS WORLDWIDE LLC	00001	1018560	417854	05/11/22	6,343.00
	SPACE CONCEPTS INC	00001	1018643	417953	05/12/22	931.39
	SQUEEGEE SQUAD	00001	1018680	417965	05/12/22	343.00
	SQUEEGEE SQUAD	00001	1018681	417965	05/12/22	589.00

## 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>
	STIVERS STAFFING SERVICES LLC	00001	1018658	417953	05/12/22	1,985.55
	STIVERS STAFFING SERVICES LLC	00001	1018660	417953	05/12/22	2,005.97
	SUMMIT FOOD SERVICE LLC	00001	1018644	417953	05/12/22	6,512.98
	SUMMIT FOOD SERVICE LLC	00001	1018647	417953	05/12/22	1,075.45
	SWIRE COCA-COLA USA	00001	1018678	417965	05/12/22	502.00
	TRACTEL INC SWINGSTAGE WEST DI	00001	1018719	417965	05/12/22	6,153.00
	TRANE US INC	00001	1018720	417965	05/12/22	10,590.00
	TRI COUNTY HEALTH DEPT	00001	1018697	417965	05/12/22	320,163.83
	TRINITY SERVICES GROUP INC	00001	1018650	417953	05/12/22	237,557.21
	WOLD ARCHITECTS AND ENGINEERS	00001	1018556	417854	05/11/22	10,151.25
	WOLD ARCHITECTS AND ENGINEERS	00001	1018759	418065	05/13/22	10,151.25
					Account Total	1,520,605.52
	Retainages Payable					
	JCOR MECHANICAL INC	00001	1018722	417965	05/12/22	364.40-
	JCOR MECHANICAL INC	00001	1018722	417965	05/12/22	15,333.20-
	JCOR MECHANICAL INC	00001	1018526	417836	05/11/22	14,750.00-
					Account Total	30,447.60-
					Department Total	<u>1,492,686.00</u>



County of Adams  
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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					
	JUSTICE BENEFITS INC	00001	1018199	417443	05/05/22	1,232.00
					Account Total	1,232.00
					Department Total	1,232.00

County of Adams  
Vendor Payment Report

<u>5</u>	<u>Golf Course Enterprise Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	AAA PEST PROS	00005	1018620	417953	05/12/22	45.00
					Account Total	45.00
					Department Total	45.00

**County of Adams**  
**Vendor Payment Report**

<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>
	Golf Merchandise					
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	884.43
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	1,161.99
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	4,605.00
					Account Total	6,651.42
	Janitorial Services					
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	1,149.73
					Account Total	1,149.73
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	1,940.00
					Account Total	1,940.00
	Water/Sewer/Sanitation					
	PROFESSIONAL RECREATION MGMT I	00005	1018605	417954	05/12/22	1,112.05
					Account Total	1,112.05
					Department Total	10,853.20

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<u>2028</u>	<u>HIDTA Grant - NMTF</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	NORTH METRO TASK FORCE	00001	1018763	418078	05/13/22	149,522.31
					Account Total	149,522.31
					Department Total	149,522.31

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<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	MINES & ASSOCIATES PC	00019	1018588	417879	05/11/22	300.00
	VERY GOOD COUNSELING	00019	1018587	417879	05/11/22	2,080.00
					Account Total	2,380.00
					Department Total	2,380.00

**County of Adams**  
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<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COLO FRAME & SUSPENSION	00019	1018684	417965	05/12/22	1,729.78
	COLO FRAME & SUSPENSION	00019	1018684	417965	05/12/22	4,230.08
	COLO FRAME & SUSPENSION	00019	1018685	417965	05/12/22	10,831.03
	HENDERSON CONSULTING AND EAP S	00019	1018683	417965	05/12/22	806.00
	LOCKTON COMPANIES	00019	1018617	417953	05/12/22	10,250.00
	NEW YOU CREW NUTRITION AND FIT	00019	1018760	418065	05/13/22	5,092.50
	WAGE WORKS	00019	1018670	417965	05/12/22	1,442.60
					Account Total	34,381.99
					Department Total	34,381.99

County of Adams  
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8611	Insurance- Property/Casualty	Fund	Voucher	Batch No	GL Date	Amount
	General Liab - Other than Prop					
	ELKUS & SISSON PC AND	00019	1018370	417611	05/06/22	998.50
					Account Total	998.50
					Department Total	998.50

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<u>1057</u>	<u>IT Application Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	OPENGOV INC	00001	1018548	417842	05/11/22	83,550.00
					Account Total	83,550.00
					Department Total	83,550.00



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<u>97813</u>	<u>MSFW Housing Inspection</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	1018417	417293	05/09/22	51.46
					Account Total	51.46
					Department Total	51.46

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<u>1190</u>	<u>One-Stop Customer Service Cent</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Ambulance Licenses					
	JEFFERSON COUNTY TREASURER	00001	1018435	417745	05/10/22	5,460.00
					Account Total	5,460.00
					Department Total	5,460.00

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<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					
	DHM DESIGNS	00027	1018667	417965	05/12/22	4,150.00
					Account Total	4,150.00
					Department Total	4,150.00

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<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Liquor Sales					
	STATE OF COLORADO	00001	1018200	417447	05/05/22	10.27-
	STATE OF COLORADO	00001	1018200	417447	05/05/22	.01-
					Account Total	10.28-
	Operating Supplies					
	COLO DEPT OF TRANSPORTATION	00001	1018198	417440	05/05/22	40.00
					Account Total	40.00
	Security Service					
	CODE 4 SECURITY SERVICES LLC	00001	1018433	417740	05/10/22	416.00
	CODE 4 SECURITY SERVICES LLC	00001	1018434	417740	05/10/22	130.00
					Account Total	546.00
					Department Total	575.72

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<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>
	Gas & Electricity					
	XCEL ENERGY	00001	1018571	417869	05/11/22	18.73
	XCEL ENERGY	00001	1018572	417869	05/11/22	29.06
	XCEL ENERGY	00001	1018573	417869	05/11/22	118.51
	XCEL ENERGY	00001	1018574	417869	05/11/22	83.22
					Account Total	249.52
					Department Total	249.52

**County of Adams**  
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<u>1089</u>	<u>PLN- Boards &amp; 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	1017974	417334	05/04/22	65.00
	FOREST SEAN	00001	1017975	417334	05/04/22	65.00
	GARNER, ROSIE	00001	1017976	417334	05/04/22	65.00
	HERRERA, AARON	00001	1017977	417334	05/04/22	65.00
	MARTINEZ JUSTIN PAUL	00001	1017978	417334	05/04/22	65.00
	RICHARDSON SHARON	00001	1017979	417334	05/04/22	65.00
	ROSE DAVID E	00001	1017981	417334	05/04/22	65.00
	THOMPSON GREGORY PAUL	00001	1017980	417334	05/04/22	65.00
					Account Total	520.00
					Department Total	520.00

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<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	DANIELS REAL ESTATE SERVICES	00013	1018179	417419	05/05/22	8,500.00
					Account Total	8,500.00
	Road & Streets					
	VANCE BROTHERS INC	00013	1018177	417419	05/05/22	51,540.00
					Account Total	51,540.00
					Department Total	60,040.00

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<u>8615</u>	<u>Retiree Pre65 UHC</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	1018509	417776	05/10/22	601.86
	UNITED HEALTHCARE	00019	1018509	417776	05/10/22	85.98
	UNITED HEALTHCARE	00019	1018508	417776	05/10/22	573.20
	UNITED HEALTHCARE	00019	1018508	417776	05/10/22	85.98
					Account Total	1,347.02
	Insurance Premiums					
	UNITED HEALTHCARE	00019	1018508	417776	05/10/22	1,716.40
	UNITED HEALTHCARE	00019	1018508	417776	05/10/22	257.46
	UNITED HEALTHCARE	00019	1018509	417776	05/10/22	1,802.22
	UNITED HEALTHCARE	00019	1018509	417776	05/10/22	257.46
					Account Total	4,033.54
					Department Total	5,380.56



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8624	Retiree Vision	Fund	Voucher	Batch No	GL Date	Amount
	Ins. Premium-Vision					
	FIRST AMERICAN ADMINISTRATORS	00019	1018562	417856	05/11/22	179.36
					Account Total	179.36
	Self-Insurance Claims					
	FIRST AMERICAN ADMINISTRATORS	00019	1018565	417856	05/11/22	2,506.82
					Account Total	2,506.82
					Department Total	2,686.18

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<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALFRED BENESCH & CO	00013	1018661	417953	05/12/22	10,790.30
	ELITE SURFACE INFRASTRUCTURE	00013	1018669	417965	05/12/22	219,828.00
	H2O POWER EQUIPMENT	00013	1018698	417965	05/12/22	8,440.00
	HDR ENGINEERING INC	00013	1018623	417953	05/12/22	4,400.00
	LUMIN8 TRANSPORTATION TECHNOLO	00013	1018713	417965	05/12/22	418,176.54
	PERCHERON LLC	00013	1018707	417965	05/12/22	2,682.42
	PERCHERON LLC	00013	1018708	417965	05/12/22	4,065.17
	PERCHERON LLC	00013	1018709	417965	05/12/22	2,343.75
	PERCHERON LLC	00013	1018710	417965	05/12/22	2,887.50
	SHORT ELLIOTT HENDRICKSON INC	00013	1018653	417953	05/12/22	19,540.25
					Account Total	693,153.93
	Retainages Payable					
	ELITE SURFACE INFRASTRUCTURE	00013	1018669	417965	05/12/22	10,991.40-
	LUMIN8 TRANSPORTATION TECHNOLO	00013	1018713	417965	05/12/22	20,908.83-
					Account Total	31,900.23-
					Department Total	661,253.70

County of Adams  
Vendor Payment Report

2092	Sheriff Flatrock	Fund	Voucher	Batch No	GL Date	Amount
	Merchandise					
	STATE OF COLORADO	00050	1018201	417447	05/05/22	.10-
	STATE OF COLORADO	00050	1018201	417447	05/05/22	.01
					Account Total	.09-
					Department Total	.09-

**County of Adams**  
**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>
	Minor Equipment					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	49.99
					Account Total	49.99
	Operating Supplies					
	COLO BUREAU INVESTIGATION-IDEN	00001	1018486	417764	05/10/22	632.00
					Account Total	632.00
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	108.12
					Account Total	108.12
					Department Total	790.11

County of Adams  
Vendor Payment Report

<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>
	Minor Equipment					
	KELLY ELECTRICAL SERVICES INC	00001	1018488	417764	05/10/22	3,650.00
					Account Total	3,650.00
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	1,004.44
					Account Total	1,004.44
					Department Total	4,654.44

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	355.18
					Account Total	355.18
	Sheriff's Fees					
	ALPINE CREDIT, INC	00001	1018401	417686	05/09/22	19.00
	ALTITUDE COMMUNITY LAW	00001	1017864	417108	04/29/22	19.00
	ALTITUDE COMMUNITY LAW	00001	1017865	417108	04/29/22	19.00
	BERKELEY VILLAGE MOBILE HOME P	00001	1017866	417108	04/29/22	66.00
	BITEGETSIMANA JEAN CLAUDE	00001	1018409	417686	05/09/22	19.00
	CARRANZA RICHARD	00001	1017867	417108	04/29/22	19.00
	CASTILLO JUSTINA MARIE	00001	1017876	417108	04/29/22	19.00
	CHRISTENSEN LANORE IRENE	00001	1018412	417686	05/09/22	66.00
	DAVIS CHRISTY	00001	1018407	417686	05/09/22	19.00
	FISHER ALFIE ROBERT	00001	1017871	417108	04/29/22	19.00
	GALLEGOS ERIN	00001	1018410	417686	05/09/22	66.00
	GARD LAW FIRM LLC	00001	1018402	417686	05/09/22	19.00
	GPS SERVERS LLC	00001	1017868	417108	04/29/22	19.00
	GPS SERVERS LLC	00001	1017869	417108	04/29/22	19.00
	GUTTENBERG ARNOLD PAUL	00001	1018405	417686	05/09/22	19.00
	JENNINGS SHARA L	00001	1018406	417686	05/09/22	19.00
	JOHNS BRENDA	00001	1017877	417108	04/29/22	19.00
	MILLER COHEN PETERSON YOUNG	00001	1018399	417686	05/09/22	19.00
	MOULTRIE SHANEQWA	00001	1018403	417686	05/09/22	19.00
	MUHUMED ABSHIR	00001	1017863	417108	04/29/22	19.00
	NGUYEN THUY-TIEN	00001	1018411	417686	05/09/22	66.00
	ONE SERVE LEGAL	00001	1017870	417108	04/29/22	19.00
	PROVEST LLC	00001	1017875	417108	04/29/22	19.00
	RAVEN ALEXANDRIA	00001	1018400	417686	05/09/22	19.00
	SEAGER IAN	00001	1018404	417686	05/09/22	19.00
	STOKES AND WOLF	00001	1017872	417108	04/29/22	19.00
	TOP HAT FILE AND SERVE INC	00001	1017874	417108	04/29/22	19.00
	TRINIDAD SANCHEZ AURORA MAYLET	00001	1018408	417686	05/09/22	19.00
	WHOLE FAMILY LEGAL	00001	1017873	417108	04/29/22	19.00
					Account Total	739.00
					Department Total	1,094.18

County of Adams  
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>
	Other Professional Serv					
	TYGRETT DEBRA R	00001	1018490	417764	05/10/22	345.00
					Account Total	345.00
					Department Total	345.00

**County of Adams**  
**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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	1018489	417764	05/10/22	88.56
					Account Total	88.56
	Other Communications					
	CENTURY LINK	00001	1018484	417764	05/10/22	185.00
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	40.01
					Account Total	225.01
					Department Total	313.57



County of Adams  
Vendor Payment Report

<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>
	Books					
	COLO DIST ATTORNEY COUNCIL	00001	1018487	417764	05/10/22	1,350.00
					Account Total	1,350.00
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	1018489	417764	05/10/22	578.10
					Account Total	578.10
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	437.86
					Account Total	437.86
					Department Total	2,365.96

County of Adams  
Vendor Payment Report

<u>2072</u>	<u>SHF- Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	30.18
					Account Total	30.18
					Department Total	30.18

County of Adams  
Vendor Payment Report

<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>
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	187.11
					Account Total	187.11
					Department Total	187.11

**County of Adams**  
**Vendor Payment Report**

<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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	1018489	417764	05/10/22	265.68
					Account Total	265.68
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	433.96
					Account Total	433.96
	Other Professional Serv					
	C G ENVIRONMENTAL	00001	1018545	417841	05/11/22	3,510.10
					Account Total	3,510.10
					Department Total	4,209.74

County of Adams  
Vendor Payment Report

<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>
	Interpreting Services					
	LANGUAGE LINE SERVICES	00001	1018489	417764	05/10/22	61.50
					Account Total	61.50
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	40.01
					Account Total	40.01
					Department Total	101.51

County of Adams  
Vendor Payment Report

<u>2005</u>	<u>SHF- TAC Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1018491	417764	05/10/22	<u>257.26</u>
					Account Total	<u>257.26</u>
					Department Total	<u><u>257.26</u></u>

County of Adams  
Vendor Payment Report

<u>3701</u>	<u>Stormwater Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	UTILITY NOTIFICATION CENTER OF	00007	1018190	417419	05/05/22	1,688.70
					Account Total	1,688.70
					Department Total	1,688.70

County of Adams  
Vendor Payment Report

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	UTILO LLC	00007	1018622	417953	05/12/22	2,132.00
					Account Total	2,132.00
	Suspense - Misc. Clearing					
	GARCIA JUSTIN	00007	5420	417571	05/06/22	54.91
					Account Total	54.91
					Department Total	2,186.91



County of Adams  
Vendor Payment Report

<u>8623</u>	<u>Vision Activve - COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Self-Insurance Claims					
	FIRST AMERICAN ADMINISTRATORS	00019	1018564	417856	05/11/22	24,073.58
					Account Total	24,073.58
					Department Total	24,073.58

County of Adams  
Vendor Payment Report

<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	1018417	417293	05/09/22	40.01
					Account Total	40.01
					Department Total	40.01

County of Adams  
Vendor Payment Report

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	QUANTUM WATER & ENVIRONMENT	00025	1018552	417854	05/11/22	40,140.25
					Account Total	40,140.25
					Department Total	40,140.25

County of Adams  
Vendor Payment Report

<u>99600</u>	<u>WBC Admin Pool</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00035	1018417	417293	05/09/22	51.46
					Account Total	51.46
					Department Total	51.46

County of Adams  
Vendor Payment Report

<u>99806</u>	<u>WIOA &amp; 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	1018417	417293	05/09/22	51.46
					Account Total	51.46
					Department Total	51.46

County of Adams  
Vendor Payment Report

97200	WIOA ADULT PROGRAM	Fund	Voucher	Batch No	GL Date	Amount
	Supp Svcs-Housing Expenses					
	JEFFERSON SQUARE	00035	1018471	417293	05/10/22	1,307.00
	PIONEER PROPERTY MANAGEMENT LL	00035	1018446	417293	05/10/22	1,300.00
	US BANK HOME MORTGAGE	00035	1018416	417293	05/09/22	1,542.65
					Account Total	4,149.65
					Department Total	4,149.65

County of Adams  
Vendor Payment Report

<u>35</u>	<u>Workforce &amp; Business Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	COMPUTER SYSTEMS DESIGN	00035	1018621	417953	05/12/22	4,800.00
					Account Total	4,800.00
					Department Total	4,800.00

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	1018417	417293	05/09/22	306.60
					Account Total	306.60
					Department Total	306.60



County of Adams  
Vendor Payment Report

Grand Total 3,013,006.15



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

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

**Tuesday  
May 17, 2022  
9:30 AM**

**1. ROLL CALL**

**Rollcall**

**Present:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

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

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**4. AWARDS AND PRESENTATIONS**

**A.** Proclamation of May 15-21, 2022 as National Public Works Week

**5. PUBLIC COMMENT**

**A. Citizen Communication**

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

**B. Elected Officials' Communication**

## 6. CONSENT CALENDAR

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

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

- A. List of Expenditures Under the Dates of May 2-6, 2022
- B. Minutes of the Commissioners' Proceedings from May 10, 2022
- C. Resolution Approving the 2022 Intergovernmental Agreement for Use of the Flatrock Training Center between the Board of County Commissioners, the Adams County Sheriff's Office, and the City of Thornton
- D. Resolution Appointing Dennis Atencio to the Workforce Development Board as a Business Sector Representative
- E. Resolution Appointing Brian Mason to the Adams County Housing Authority dba Maiker Housing Partners
- F. Resolution Appointing Tricia Johnson to the Adams County Housing Authority dba Maiker Housing Partners

## 7. NEW BUSINESS

### A. COUNTY MANAGER

- 1. Resolution Approving a Task Order between Adams County and DLR Group, Inc., in the Amount of \$276,890.00, for Additional Design Services for the Adams County Detention Facility Re-Skin Project (Building Modules A-F)

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

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

### B. COUNTY ATTORNEY

## 8. Motion to Adjourn into Executive Session Pursuant to C.R.S. 24-6-402(4)(b) for the Purpose of Instructing Negotiators Regarding Economic Incentive

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

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **9. LAND USE HEARINGS**

### **A. Cases to be Heard**

1. PRC2021-00002 Clear Creek Valley (Request for Continuance)

**A motion was made by Commissioner Pinter, seconded by Commissioner O'Dorisio, that this Land Use Hearing be continued to June 28, 2022. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

2. PLT2021-00026 Green Thumb Minor Subdivision Final Plat

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

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **10. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Amendment to the 2022 Fee Schedule to Add and Update Fees for Existing Permits
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> April 12, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Amendment to the 2022 Fee Schedule to Add and Update Fees for Existing Permits.

### **BACKGROUND:**

On April 12, 2022, at a Study Session with the Board of County Commissioners, staff presented proposed amendments to the County's fee schedule to add fees to permits that do not currently have fees and update other fees to ensure that the fee imposed is not detrimental to compliance and reflects the amount of staff time needed to process the permit. The following permits did not have fees for application or review: Special District and Change in Use (Zoning). The fees for the following permits will be updated: Temporary Use Permit for Inert Fill and Conceptual Review Meeting for Oil & Gas development.

Staff also presented an administrative fee waiver request process, which requires authorization from the Adams County Executive Leadership Team for the Director of Community and Economic Development to approve the request. To be eligible for the administrative fee waiver request process, one or more of the following criteria must be met:

- The fee waiver request is submitted by an applicant that is a Governmental Entity or Quasi-Governmental Entity that provides similar fee waiver process to other Governmental Entities or Quasi-Governmental Entities, including the County;
- Public health, safety, or the general welfare is protected and promoted by granting the fee waiver; or,
- The fee waiver corrects an error by the County in the administration of the Development Standards and Regulations.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office  
Budget & Finance

**ATTACHED DOCUMENTS:**

Resolution  
Exhibit A - Amendment to the 2022 Fee Schedule

**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:			
<b>Total Revenues:</b>			<hr/>

	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:			
<b>Total Expenditures:</b>			<hr/> <hr/>

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 AMENDMENT TO THE ADAMS COUNTY 2022 FEE  
SCHEDULE TO ADD AND UPDATE FEES FOR EXISTING PERMITS

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has determined that it is prudent to create a Fee Schedule to provide efficiency, economy, and uniformity in establishing and adjusting fees charged by Adams County into one abbreviated schedule; and,

WHEREAS, Adams County previously adopted the 2022 Fee Schedule for all County fees on November 16, 2021; and,

WHEREAS, fees set forth in the Fee Schedule may be added to or amended periodically by adoption of a resolution; and,

WHEREAS, in reviewing the 2022 Fee Schedule, the Community and Economic Development Department has recommended updates to the Fee Schedule including adding fees to permits that do not currently have fees and reducing some fees to ensure the fee imposed is not detrimental to compliance; and,

WHEREAS, the Community and Economic Development Department has also recommended adding a waiver process to the Fee Schedule which includes criteria to approve a waiver, including a mutual fee waiver for governmental entities intended to foster cooperation and efficiency among our communities; and,

WHEREAS, the fees set forth in the amended Fee Schedule are reasonably calculated to compensate Adams County for services provided to individuals paying said fees; and,

WHEREAS, the amendments to the Fee Schedule are reflected in the attached Exhibit A; and,

WHEREAS, except for the amendments in Exhibit A, the 2022 Fee Schedule adopted on November 16, 2021 remains in full effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the amendment to the 2022 Fee Schedule as described in the attached Exhibit "A" is hereby approved.

## Exhibit A

### Planning and Development Services Fees (amendment May 2022)

<b>Community and Economic Development Department (Development Services Fee Schedule)</b> <i>Make checks payable to Adams County</i>			
<i>*Resubmittal Fee: The fees are for the initial first three reviews. A new fee of 20% of the initial fee shall be required for the next three set of reviews.</i>			
<b>Project Type</b>	<b>Description</b>	<b>Initial Application Fee</b>	<b>Resubmittal Fee* (20%)</b>
Special District	Application 3 <sup>rd</sup> Party Financial Review	\$500 \$7,500 maximum	NA NA
Change in Use Permit (Zoning)		\$100	NA
Temporary Use Permit	Inert Fill	\$500	\$100
Conceptual Review Meeting	Oil & Gas	\$1,000	NA

An application for a Fee Waiver may be submitted to the Director of Community and Economic Development. To be eligible for a Fee Waiver, the waiver request shall meet one or more of the following criteria:

- The fee waiver request is submitted by an applicant that is a Governmental Entity or Quasi-Governmental Entity that provides similar fee waiver process to other Governmental Entities or Quasi-Governmental Entities, including the County;
- Public health, safety, or the general welfare is protected and promoted by granting the fee waiver; or,
- The fee waiver corrects an error by the County in the administration of the Development Standards and Regulations.

The Director of Community and Economic Development shall refer the fee waiver request to the Adams County Executive Leadership Team which shall provide authorization to the Director upon request.





## **PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> May 24 <sup>th</sup> , 2022
<b>SUBJECT:</b> PLT2020-00036; Decatur Subdivision Filing No. 1, Final Plat
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; Layla Bajelan, Senior Long Range Planner
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Final Plat for Decatur Subdivision, Filing No. 1. Case Number PLT2020-00036

### **BACKGROUND:**

Sam Leger, on behalf of Leger Property Group, is requesting a Major Subdivision Final Plat for the Decatur Subdivision, Filing No. 1. The final plat will create seven residential lots and four nonresidential tracts. This subdivision also has an associated Subdivision Improvements Agreement (SIA2020-00023) for associated private streets, improvements, and stormwater quality ponds.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution Approving Application in Case #PLT2020-00036  
Board of County Commissioner Staff Packet

**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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

**RESOLUTION APPROVING APPLICATION IN CASE # PLT2020-00036; DECATUR  
SUBDIVISION, FILING NO. 1 FINAL PLAT**

WHEREAS, this case involves a request for a Major Subdivision Final Plat to create seven residential lots and four non-residential tracts on the following described property:

**ADDRESS:** 6642 Decatur Street

**LEGAL DESCRIPTION:**  
**SUB:LYNN PETERSON LOT:1**

WHEREAS, the Board of County Commissioners held a public hearing on the application on the 24th day of May, 2022; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that based upon the evidence presented at the hearing, the application in this case is hereby APPROVED based upon the following findings-of-fact and subject to the fulfillment of the following conditions by the applicant:

**FINDINGS-OF-FACT**

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

**Condition:**

1. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.
2. The private roadways shall not have restricted access or gates unless approved by the Director of Community and Economic Development.
3. The private roadways will be designed and constructed in accordance with the standards of the Adams County Fire & Rescue Protection District and as approved by Adams County.

4. "No parking" signs shall be provided on the areas of the street where no parking is allowed.

**Note to the Applicant:**

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

**CASE NO.: PLT2020-00036**

**CASE NAME: DECATUR SUBDIVISION, FILING NO. 1 FINAL PLAT**

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- 4.2 Referral Comments (Adams County Fire and Rescue)
- 4.3 Referral Comments (Adams County Treasurer)
- 4.4 Referral Comments (CDOT)
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N/A

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**COMMUNITY AND ECONOMIC  
DEVELOPMENT DEPARTMENT**

**STAFF REPORT**

**Board of County Commissioners**

**May 24, 2020**

CASE No.: <b>PLT2020-00036</b> CASE NAME: <b>Decatur Subdivision Filing No. 1 - Final Plat</b>
--

Owner/ Applicant's Name:	Sam Leger, Leger Property Group LLC.
Owner/Applicant's Address:	303 S. Broadway Ste. 200-350 Denver, Colorado 80209
Parcel Number:	0182505403020
Location of Requests:	6642 Decatur Street
Nature of Requests:	1) Major Subdivision Final Plat to create seven lots and four nonresidential tracts for a duplex development. 2) Subdivision Improvements Agreement (SIA)
Zone District:	Residential-2 (R-2)
Site Size:	2.19 acres
Proposed Uses:	Two-Family Residential
Existing Use:	Vacant
Hearing Date(s):	<b>BoCC: May 24, 2022 / 9:30 a.m.</b>
Report Date:	May 1, 2022
Case Manager:	Layla Bajelan, Senior Long Range Planner
Staff Recommendation:	APPROVAL of the Final Plat and Subdivision Improvement Agreement with 7 Findings-of-Fact, 4 Conditions, and 1 Note

**SUMMARY OF PREVIOUS APPLICATIONS**

On August 4, 2020, the Board of County Commissioners approved a major subdivision preliminary plat to create seven lots on approximately 2.19 acres. A Waiver from the Subdivision Design Standards was also approved to allow for private streets within the development. The subject application is for a final plat that is consistent with the approved preliminary plat.

## SUMMARY OF APPLICATION

### **Background:**

Sam Leger, on behalf of Leger Property Group LLC., is requesting a major subdivision final plat for the proposed Decatur Subdivision, Filing No. 1. The final plat for Filing No. 1 consists of seven two-family residential lots, four non-residential tracts, and associated private streets. Each lot could be built with a duplex, and both units of the duplex would remain on one lot.

### **Site Characteristics:**

The subject site is located at the southeast corner of the intersection of W. 67<sup>th</sup> Place and Decatur Street and is currently undeveloped. The RTD light rail lines run to the east of the subject site. A private drive will be built to serve all seven lots and will connect with Decatur Street.

### **Development Standards and Regulations Requirements Major Subdivision (Final Plat):**

Per Section 2-02-19-04 of the County's Development Standards and Regulations, a final plat must be consistent and conform to an approved preliminary plat. On August 4, 2020, the Board of County Commissioners approved a preliminary plat on the subject property. The subject request conforms to the corresponding section of the approved preliminary plat.

The proposed plat conforms to the criteria for approval for a major subdivision final plat as outlined in Section 2-02-19-04-05 of the County's Development Standards. These standards include conformance to the County's Comprehensive Plan, the subdivision design standards, evidence of adequate water and sewer supply, adequate drainage improvements, adequate public infrastructure, and compatibility with the surrounding area. Per Section 5-03-03 of the County's Development Standards and Regulations, subdivision plats and lot dimensions are required to conform to requirements of the zone district in which the property is located. In addition, all lots created by a subdivision shall have access to a County-maintained right-of-way.

The property is located within the Residential-2 (R-2) zone district, which has a minimum lot size of 3,500 square feet for a two-family lot and a minimum lot width requirement of 35 feet for internal lots and 37.5 feet for corner lots. The proposed subdivision lots will be served by the Crestview Water & Sanitation District and all lots conform to the minimum dimensional requirements for the R-2 zone district. In addition, all the proposed lots will have access to a private drive that was approved through a Waiver from the Subdivision Design Standards at the time of preliminary plat that connects to Decatur Street. The private drive will meet all requirements of the Adams County Fire and Rescue District.

The applicant has also provided evidence of adequate water and sewer to service the property. The application documents included a letter from the Crestview Water & Sanitation District stating that adequate sewer service and water supply is available to support the proposed development. The Colorado Division of Water Resources reviewed the project and confirmed the availability of adequate water supply to support the development.

### **Subdivision Improvement Agreement (SIA):**

Per Section 5-02-04 of the County's Development Standards and Regulations, a subdivision improvement agreement (SIA) is required with a final plat. The SIA allows for construction of infrastructure, such as public streets and storm sewers, to be constructed on the property. All

streets in the development are proposed to be private and will meet local fire department standards. Because the proposed subdivision is directly adjacent to the light rail/ railroad tracks, the applicant is required to construct a noise barrier wall, which is included in the SIA.

**Future Land Use Designation:**

The Adams County Comprehensive Plan designates the subject site as Urban Residential. Urban residential areas are designated for single and multiple family housing, typically at urban densities of one dwelling per acre or greater. These areas are intended to provide for development of residential neighborhoods with a variety of housing types, with adequate urban services and transportation facilities. Urban residential areas may include supporting neighborhood commercial uses designed to serve the needs of nearby residents.

This request would also be supported by the Comprehensive Plan, as Policy 2.1.d *Urban Residential Development*, indicates that the County has defined unincorporated infill areas and/or municipal and county growth areas as the most desirable location for urban residential development. Policy 14.5 encourages the County to Maintain and Enhance the Quality of Existing Residential Neighborhoods. All surrounding properties are zoned as R-2, so the subject request would be keeping with the character of the neighborhood.

The site is within the Southwest Framework Plan, adopted as an amendment to the Comprehensive Plan, which outlines existing conditions and directs future planning efforts in the County. The Framework Plan identifies the southwest portion of the County as containing most of the older, more urbanized areas of the County as well as a wide range and mix of land uses. The Framework Plan references the policies and strategies outlined in the Comprehensive Plan, such as maintaining and enhancing the quality of existing residential neighborhoods and enhancing the area’s role as an important gateway to the County. The proposed development would require public improvements such as curb, gutter, and increased sidewalk access, as well as landscape and streetscape improvements to create and improve the health, safety, and image of the area.

The Balanced Housing Plan supports this request, as the development would add 14 duplex units to help alleviate the missing middle housing shortage in Adams County. Goals in the Balanced Housing Plan include; (1) Improve and support housing opportunities for all residents in Adams County, (2) Foster an environment that promotes “balanced housing”, and (3) Integrate development practices that increase diversity in housing stock. Strategies to achieve the outlined goals include promoting infill development and providing diversity of housing stock.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest</b> R-2 Single-Family Residential	<b>North</b> R-2 Vacant	<b>Northeast</b> City of Westminster RTD Light Rail Lines
<b>West</b> R-2 Single-Family Residential	<b>Subject Property</b> R-2 Vacant	<b>East</b> City of Westminster RTD Light Rail Lines
<b>Southwest</b> R-2	<b>South</b> R-2	<b>Southeast</b> City of Westminster



Single-Family Residential	Single-Family Residential	RTD Light Rail Lines
---------------------------	---------------------------	----------------------

**Compatibility with the Surrounding Land Uses:**

Properties to the north, west and south of the proposed subdivision are developed as single-family residential and are also zoned as R-2. The proposed development is for two-family dwellings, which is an allowed housing type in R-2. Properties to the east and north of the RTD rail lines are within the Midtown PUD and have a current application in for final plat to allow for 147 townhomes. The subject development will allow for an appropriate transition from the high-density townhouse development on the east to the single-family on the south and west of the subject parcel.

**Staff Recommendations:**

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

**RECOMMENDED FINDINGS-OF-FACT**

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

**Recommended Conditions:**

1. All utilities shall be located underground pursuant to the Adams County Development Standards and Regulations.
2. The private roadways shall not have restricted access or gates unless approved by the Director of Community and Economic Development.
3. The private roadways will be designed and constructed in accordance with the standards of the Adams County Fire & Rescue Protection District and as approved by Adams County.
4. "No parking" signs shall be provided on the areas of the street where no parking is allowed.

**Recommended Note to the Applicant:**

1. The applicant shall comply with all building, zoning, fire, engineering, and health codes and regulations during the development of the subject site.

**COUNTY AGENCY COMMENTS**

Adams County staff reviewed the subject request and determined the proposed final plat complies with the subdivision design standards outlined in Section 5-03 of the Development Standards and Regulations. All proposed lot configurations conform to the minimum lot dimensions in the R-2 zone district. Evidence of the ability to provide adequate water and sewer facilities has been provided.

**REFERRAL AGENCY COMMENTS**

Adams County Fire and Rescue reviewed the request and provided comments to ensure that the private roadway meets all fire department standards and adequate fire suppression could be provided. TCHD provided comments pertaining to noise impacts due to being adjacent to the RTD light rail lines. The applicant is installing a noise barrier wall that will help to mitigate the impacts on the proposed residences.

**Responding with Initial Concerns:**

Adams County Fire and Rescue

**Responding without Concerns:**

ADCO Treasurer and Public Trustees Office

CDOT

City of Westminster

DWR-Division of Water Resources

TCHD- Tri-County Health Department

Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**

Colorado Division of Wildlife

Colorado Geological Survey

Comcast

Crestview Water and Sanitation

Goat Hill

Metro Wastewater Reclamation

Pomponio Terrace Metro District

Regional Transportation District

U.S. Postal Service

Westminster Fire

Westminster School District 50

Xcel Energy





### Legend

- Railroad
- Major Water
- Zoning Line
- Sections

### Zoning Districts

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

PLT2020-00036:Decatur

Aerial Map



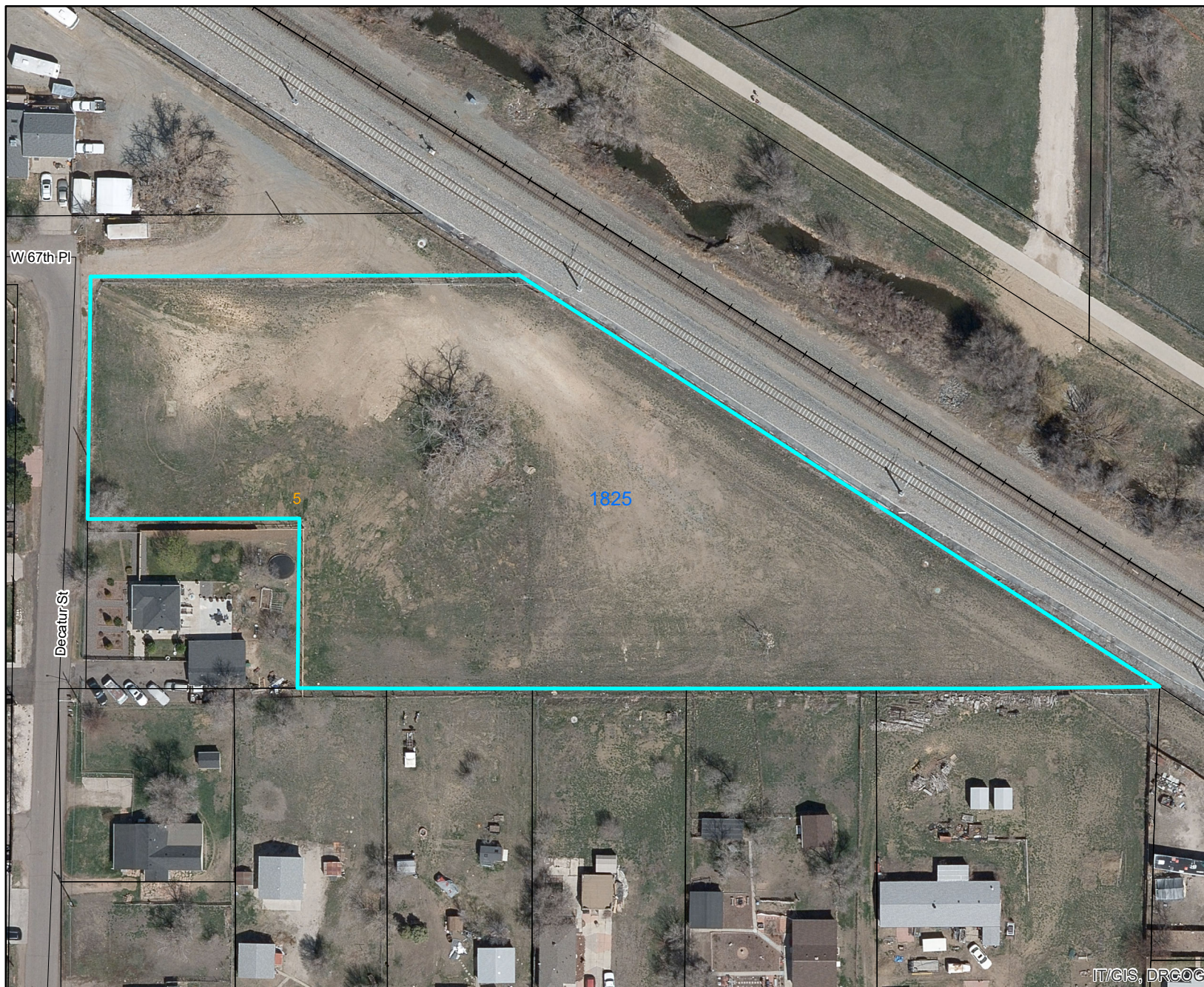
For display purposes only.



ADAMS COUNTY  
COLORADO

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





### Legend

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

PLT2020-00036:Decatur

Aerial Map



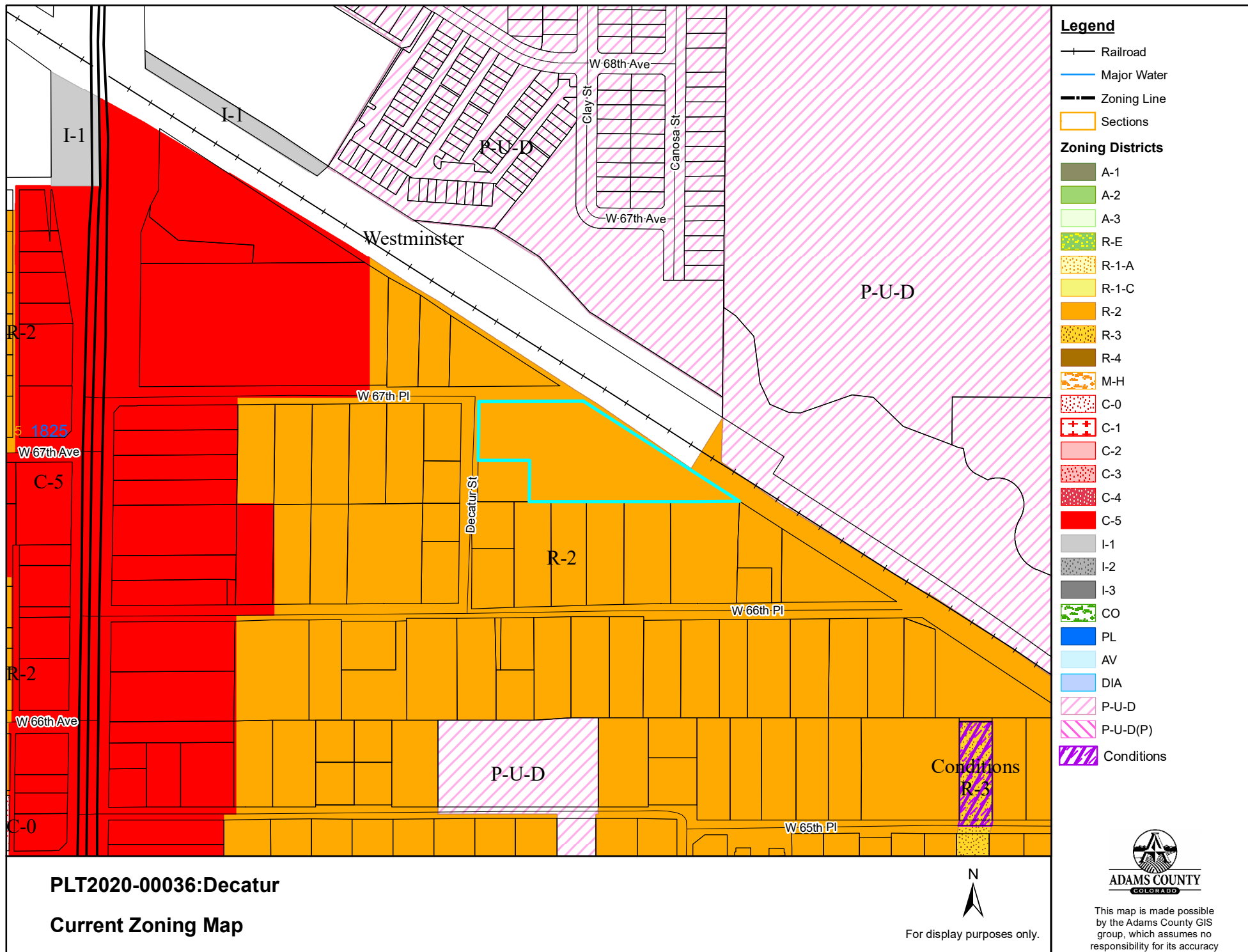
For display purposes only.

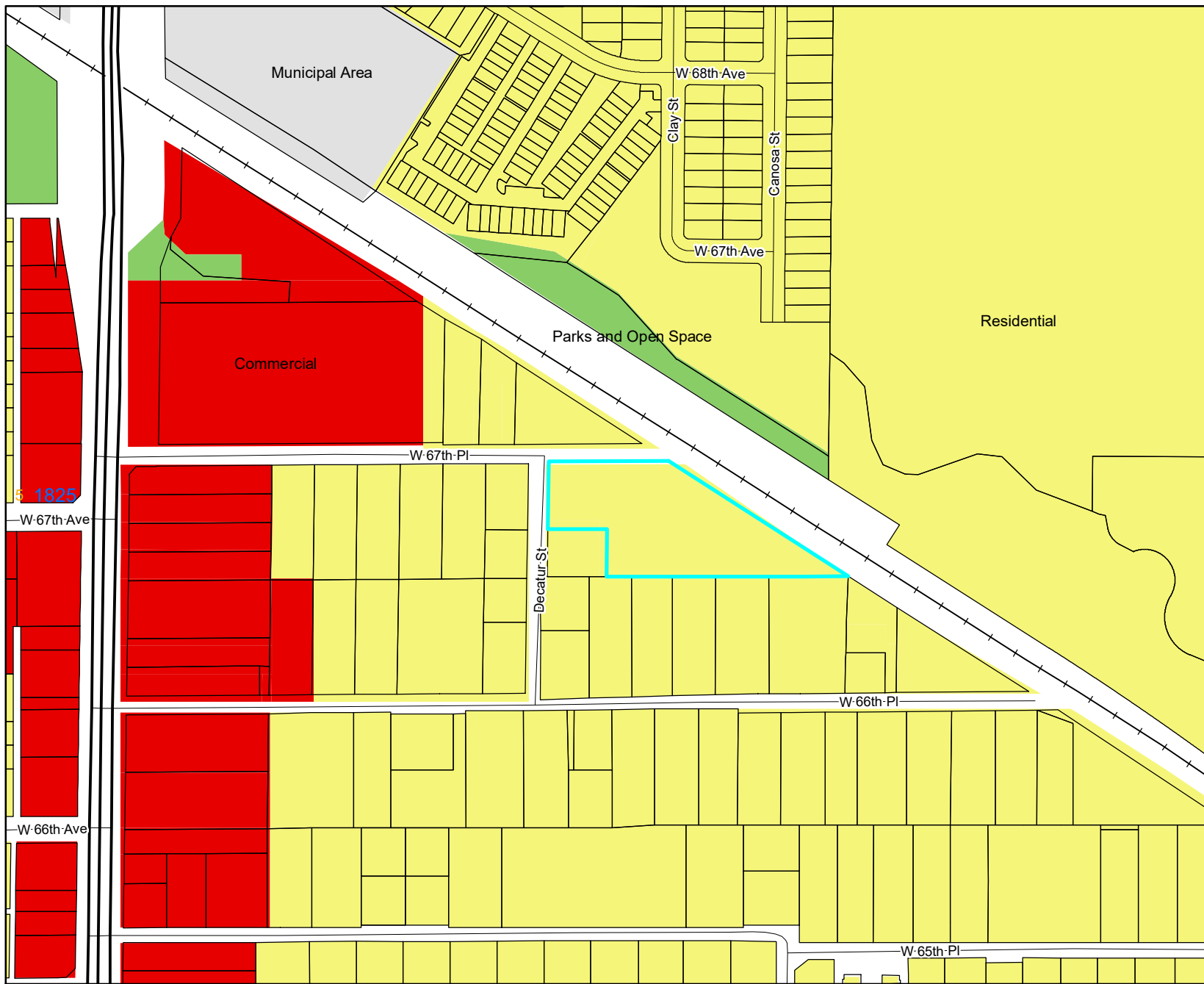


ADAMS COUNTY  
COLORADO

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







### Legend

- Railroad
- Major Water
- Zoning Line
- Sections

### Legend

#### Future Landuse 2012 (Rev2016)

##### Residential

- Urban Residential
- Estate Residential

##### Mixed Use

- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

##### Commercial/Industrial

- Commercial
- Industrial

##### Other

- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area

PLT2020-00036:Decatur

Future Land Use Map



For display purposes only.



ADAMS COUNTY  
COLORADO

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by the Adams County GIS  
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responsibility for its accuracy



### **DECATUR DUPLEXES**

#### Purpose of project:

To create a functional, attractive and environmentally friendly development by creating roadway improvements, implementing updated utility infrastructure and subdividing the land in seven different parcels to build (7) duplexes for a total of fourteen units. Each duplex lot is a minimum of 9,000. Front setbacks are 20' - 0", side setbacks are 23' - 0" feet; 5' - 0" on one side and 17' - 0" on the other. Rear setbacks are 15' - 0". A public right of way will be located in the middle of the property as well as creating a private emergency vehicle turn around (hammer head). There will be landscape buffer yards between new and existing residential and street frontage landscaping that will enhance the attractiveness of the area.



DECATUR SUBDIVISION FILING NO. 1- FINAL PLAT

CASE NO.: PLT2020-00036

A REPLAT OF LOT 1, LYNN PETERSON SUBDIVISION, A RESUBDIVISION OF LOT 10, BLOCK 4, NORTH FEDERAL HILLS  
BEING A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 2

DEDICATION CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, LEGER PROPERTY GROUP LLC, BEING THE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, AS PER DEED RECORDED AT RECEPTION NO. 2019000074948 OF THE ADAMS COUNTY CLERK AND RECORDER:

A TRACT OF LAND LOCATED IN THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING LOT 1, LYNN PETERSON SUBDIVISION, A RESUBDIVISION OF LOT 10, BLOCK 4, NORTH FEDERAL HILLS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER ¼ CORNER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH P.M., BEING A FOUND 3.25" DIAMETER ALLOY CAP STAMPED "CDOT" PLS 27259 IN RANGE BOX; THENCE S59°22'39"E, 1078.82 FEET TO THE POINT OF BEGINNING BEING THE NORTHWEST CORNER OF LOT 1, LYNN PETERSON SUBDIVISION, RECORDED IN FILE MAP 18 PAGE 58 OF THE ADAMS COUNTY RECORDS; THENCE N89°30'47"E, 253.10 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE COLORADO AND SOUTHERN RAILROAD; THENCE S57°36'35"E ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, 449.36 FEET TO THE NORTHWEST CORNER OF LOT 1, MESTQUITE VISTA, REVISION NO. 1, RECORDED AT RECEPTION NO. 2005001154130 OF THE ADAMS COUNTY RECORDS; THENCE S89°34'29"W, 509.28 FEET TO THE SOUTHEAST CORNER OF LOT 2, LYNN PETERSON SUBDIVISION; THENCE N00°25'30"E ALONG THE EAST LINE OF SAID LOT 2, 100.08 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE S89°34'29"W ALONG THE NORTH LINE OF SAID LOT 2, 125.08 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DECATUR STREET; THENCE N00°25'30"E ALONG THE EAST RIGHT-OF-WAY LINE OF DECATUR STREET, 143.22 FEET TO THE POINT OF BEGIIING,

COUNTY OF ADAMS, STATE OF COLORADO.

THE ABOVE DESCRIBED PARCEL CONTAINS 95,510 SQUARE FEET OR 2.193 ACRES MORE OR LESS.

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

BASIS OF BEARINGS:

BASIS OF BEARINGS: AN ASSUMED BEARING OF S89°34'29"W BEING THE SOUTH LINE OF LOT 1, LYNN PETERSON SUBDIVISION BETWEEN TWO MONUMENTS 509.28 FEET APART. BOTH MONUMENTS BEING A NO. 5 REBAR WITH GREEN CAP STAMPED PLS 38284; ONE AT THE SOUTHWEST CORNER OF SAID LOT 1 AND THE OTHER BEING AT THE SOUTHEAST CORNER OF SAID LOT 1.

ACCESS RESTRICTION STATEMENT:

ALL ACCESS RIGHTS SHALL BE RESTRICTED ACROSS RIGHT-OF-WAY LINES OF MAJOR HIGHWAYS, PARKWAYS, STREETS OR FREEWAYS, WHERE REQUIRED AS A PROVISION OF APPROVAL. WITH THE FILING OF DECATUR SUBDIVISION FILING NO. 1 PLAT THERE WILL BE NO ACCESS PROVIDED, OR ALLOWED, TO AND FROM EXISTING COLORADO AND SOUTHERN RAILROAD RIGHT-OF-WAY, WEST 67TH PLACE AND DECATUR STREET. ACCESS FOR THE NEW RESIDENTIAL LOTS IS PROVIDED VIA THE PRIVATE ACCESS ROAD THAT ABUTS DECATUR STREET.

EASEMENT STATEMENT:

UTILITY EASEMENTS ARE HEREBY DEDICATED ON PRIVATE PROPERTY AS SHOWN ON SUBDIVISION PLAT. THESE EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF UTILITIES.

STORM DRAINAGE FACILITIES STATEMENT:

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

THE APPROVED STORMWATER OPERATIONS AND MAINTENANCE MANUAL IS ON FILE WITH THE ADAMS COUNTY CLERK AND RECORDERS OFFICE AT RECEPTION NO. \_\_\_\_\_.

FLOODPLAIN NOTE:

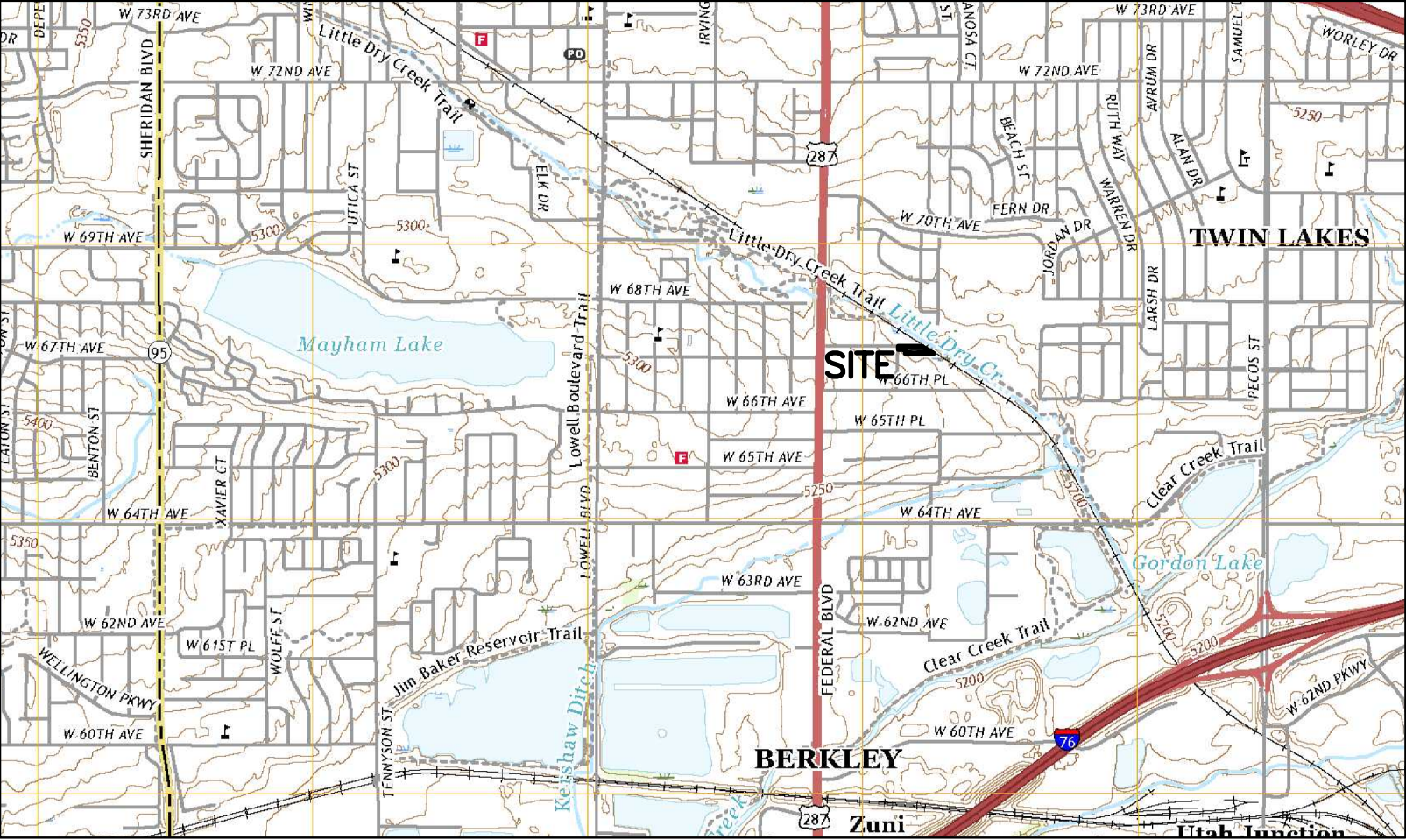
PROPERTY IS WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER FEMA FIRM MAP NO. 08001C0584H DATED MARCH 5, 2007, REVISED TO REFLECT LOMR CASE NO. 18-08-0635P DATED FEBRUARY 14, 2019.

TITLE COMMITMENT NOTE:

SURVEYOR RELIED UPON THE TITLE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE NO. 100-N0026225-030-TH, AMENDMENT NO. 4, WITH AN EFFECTIVE DATE OF MARCH 29, 2022, FOR THE PREPARATION OF THIS PLAT.

PUBLIC SERVICE COMPANY OF COLORADO/XCEL ENERGY NOTE:

UTILITY EASEMENTS ARE DEDICATED TO ADAMS COUNTY FOR THE BENEFIT OF THE APPLICABLE UTILITY PROVIDERS FOR THE INSTALLATION, MAINTENANCE, AND REPLACEMENT OF ELECTRIC, GAS, TELEVISION, CABLE, AND TELECOMMUNICATIONS FACILITIES (DRY UTILITIES). UTILITY EASEMENTS SHALL ALSO BE GRANTED WITHIN ANY ACCESS EASEMENTS AND PRIVATE STREETS IN THE SUBDIVISION. PERMANENT STRUCTURES, IMPROVEMENTS, OBJECTS, BUILDINGS, WELLS, AND OTHER OBJECTS THAT MAY INTERFERE WITH THE UTILITY FACILITIES OR USE THEREOF (INTERFERING OBJECTS) SHALL NOT BE PERMITTED WITHIN SAID UTILITY EASEMENTS AND THE UTILITY PROVIDERS, AS GRANTEEES, MAY REMOVE ANY INTERFERING OBJECTS AT NO COST TO SUCH GRANTEEES, INCLUDING, WITHOUT LIMITATION, VEGETATION. PUBLIC SERVICE COMPANY OF COLORADO (PSCO) AND ITS SUCCESSORS RESERVE THE RIGHT TO REQUIRE ADDITIONAL EASEMENTS AND TO REQUIRE THE PROPERTY OWNER TO GRANT PSCO AN EASEMENT ON ITS STANDARD FORM.



Vicinity Map  
1"=2000'

OWNER:

DECATUR 14, LLC

BY: SAMUEL A. LEGER, AS ITS MANAGER

SAMUEL A. LEGER, MANAGER, DECATUR 14, LLC

ACKNOWLEDGEMENT

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ ) §

THE FOREGOING PLAT AND DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY SAMUEL A. LEGER, MANAGER, OF DECATUR 14.

NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

MY ADDRESS IS: \_\_\_\_\_

LIENHOLDER CERTIFICATE

THE UNDERSIGNED HEREBY CONSENT(S) TO THE DEDICATION AND EASEMENTS SHOWN ON THIS PLAT AND RELEASE(S) THE SAME FROM ENCUMBRANCE.

KIRK WEBUSCH, EXECUTIVE VICE PRESIDENT  
CENTENNIAL LENDING LLC

STATE OF COLORADO )  
COUNTY OF \_\_\_\_\_ ) §

THE FOREGOING LIENHOLDER CERTIFICATE WAS SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY KIRK WEBUSCH, EXECUTIVE VICE PRESIDENT OF CENTENNIAL LENDING LLC

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

MY ADDRESS IS: \_\_\_\_\_

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SURVEYORS CERTIFICATE:

I, DAMIEN CAIN, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS PLAN TRULY AND CORRECTLY REPRESENTS THE RESULTS OF A SURVEY MADE OCTOBER 2019, BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT SAID SURVEY HAS BEEN PREPARED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS OF THE STATE OF COLORADO DEALING WITH SURVEYING OF LAND.

I ATTEST THE ABOVE ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

DAMIEN CAIN  
STATE OF COLORADO PLS 38284  
FOR AND ON BEHALF OF  
39 NORTH ENGINEERING AND SURVEYING LLC

BOARD OF COUNTY COMMISSIONERS APPROVAL:

APPROVED BY THE ADAMS COUNTY BOARD OF COMMISSIONERS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

CHAIR

CLERK AND RECORDER CERTIFICATE:

THIS FINAL PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO AT \_\_\_\_M. ON THE \_\_\_\_ DAY OF \_\_\_\_\_ 2022.

COUNTY CLERK AND RECORDER

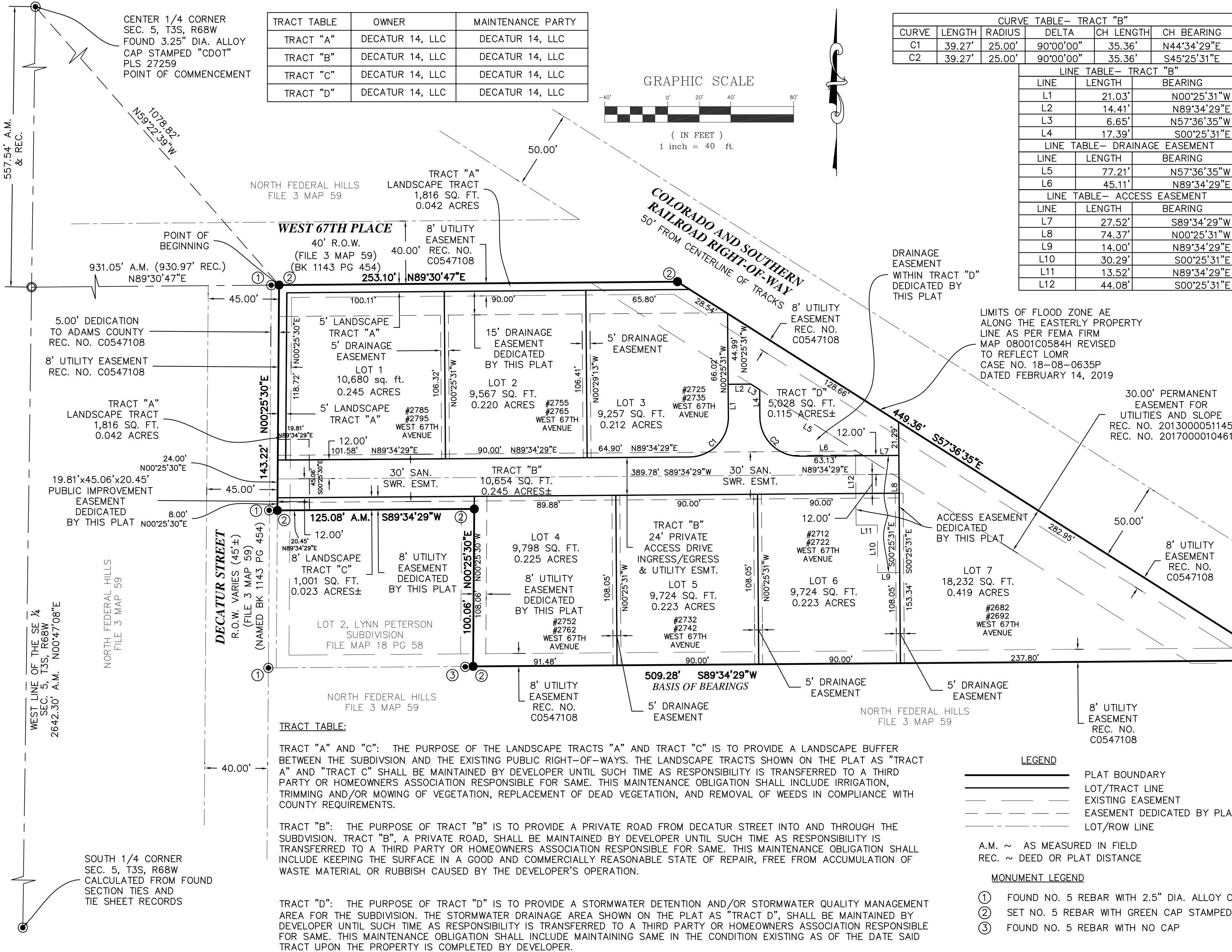
BY DEPUTY: \_\_\_\_\_



# DECATUR SUBDIVISION FILING NO. 1- FINAL PLAT

CASE NO.: PLT2020-00036

A REPLAT OF LOT 1, LYNN PETERSON SUBDIVISION, A RESUBDIVISION OF LOT 10, BLOCK 4, NORTH FEDERAL HILLS  
 BEING A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
 COUNTY OF ADAMS, STATE OF COLORADO  
 SHEET 2 OF 2



TRACT TABLE

TRACT TABLE	OWNER	MAINTENANCE PARTY
TRACT "A"	DECATUR 14, LLC	DECATUR 14, LLC
TRACT "B"	DECATUR 14, LLC	DECATUR 14, LLC
TRACT "C"	DECATUR 14, LLC	DECATUR 14, LLC
TRACT "D"	DECATUR 14, LLC	DECATUR 14, LLC

CURVE TABLE- TRACT "B"

CURVE	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	39.27'	25.00'	90°00'00"	35.36'	N44°34'29"E
C2	39.27'	25.00'	90°00'00"	35.36'	S45°25'31"E

LINE TABLE- TRACT "B"

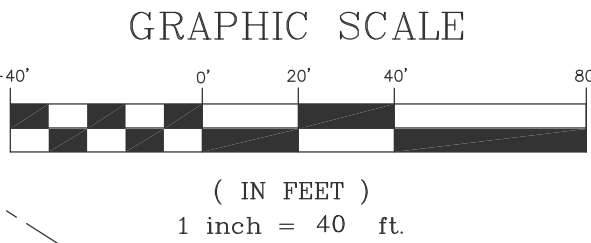
LINE	LENGTH	BEARING
L1	21.03'	N00°25'31"W
L2	14.41'	N89°34'29"E
L3	6.65'	N57°36'35"W
L4	17.39'	S00°25'31"E

LINE TABLE- DRAINAGE EASEMENT

LINE	LENGTH	BEARING
L5	77.21'	N57°36'35"W
L6	45.11'	N89°34'29"E

LINE TABLE- ACCESS EASEMENT

LINE	LENGTH	BEARING
L7	27.52'	S89°34'29"W
L8	74.37'	N00°25'31"W
L9	14.00'	N89°34'29"E
L10	30.29'	S00°25'31"E
L11	13.52'	N89°34'29"E
L12	44.08'	S00°25'31"E



LIMITS OF FLOOD ZONE AE  
 ALONG THE EASTERLY PROPERTY  
 LINE AS PER FEMA FIRM  
 MAP 08001C0584H REVISED  
 TO REFLECT LOMR  
 CASE NO. 18-08-0635P  
 DATED FEBRUARY 14, 2019

30.00' PERMANENT  
 EASEMENT FOR  
 UTILITIES AND SLOPE  
 REC. NO. 2013000051145  
 REC. NO. 2017000010461

TRACT TABLE:

TRACT "A" AND "C": THE PURPOSE OF THE LANDSCAPE TRACTS "A" AND TRACT "C" IS TO PROVIDE A LANDSCAPE BUFFER BETWEEN THE SUBDIVISION AND THE EXISTING PUBLIC RIGHT-OF-WAYS. THE LANDSCAPE TRACTS SHOWN ON THE PLAT AS "TRACT A" AND "TRACT C" SHALL BE MAINTAINED BY DEVELOPER UNTIL SUCH TIME AS RESPONSIBILITY IS TRANSFERRED TO A THIRD PARTY OR HOMEOWNERS ASSOCIATION RESPONSIBLE FOR SAME. THIS MAINTENANCE OBLIGATION SHALL INCLUDE IRRIGATION, TRIMMING AND/OR MOWING OF VEGETATION, REPLACEMENT OF DEAD VEGETATION, AND REMOVAL OF WEEDS IN COMPLIANCE WITH COUNTY REQUIREMENTS.

TRACT "B": THE PURPOSE OF TRACT "B" IS TO PROVIDE A PRIVATE ROAD FROM DECATUR STREET INTO AND THROUGH THE SUBDIVISION. TRACT "B", A PRIVATE ROAD, SHALL BE MAINTAINED BY DEVELOPER UNTIL SUCH TIME AS RESPONSIBILITY IS TRANSFERRED TO A THIRD PARTY OR HOMEOWNERS ASSOCIATION RESPONSIBLE FOR SAME. THIS MAINTENANCE OBLIGATION SHALL INCLUDE KEEPING THE SURFACE IN A GOOD AND COMMERCIALY REASONABLE STATE OF REPAIR, FREE FROM ACCUMULATION OF WASTE MATERIAL OR RUBBISH CAUSED BY THE DEVELOPER'S OPERATION.

TRACT "D": THE PURPOSE OF TRACT "D" IS TO PROVIDE A STORMWATER DETENTION AND/OR STORMWATER QUALITY MANAGEMENT AREA FOR THE SUBDIVISION. THE STORMWATER DRAINAGE AREA SHOWN ON THE PLAT AS "TRACT D", SHALL BE MAINTAINED BY DEVELOPER UNTIL SUCH TIME AS RESPONSIBILITY IS TRANSFERRED TO A THIRD PARTY OR HOMEOWNERS ASSOCIATION RESPONSIBLE FOR SAME. THIS MAINTENANCE OBLIGATION SHALL INCLUDE MAINTAINING SAME IN THE CONDITION EXISTING AS OF THE DATE SAID TRACT UPON THE PROPERTY IS COMPLETED BY DEVELOPER.

LEGEND

	PLAT BOUNDARY
	LOT/TRACT LINE
	EXISTING EASEMENT
	EASEMENT DEDICATED BY PLAT
	LOT/ROW LINE

A.M. ~ AS MEASURED IN FIELD  
 REC. ~ DEED OR PLAT DISTANCE

MONUMENT LEGEND

- ① FOUND NO. 5 REBAR WITH 2.5" DIA. ALLOY CAP STAMPED PLS 1
- ② SET NO. 5 REBAR WITH GREEN CAP STAMPED PLS 38284
- ③ FOUND NO. 5 REBAR WITH NO CAP

MESQUITE VISTA, REVISION NO. 1  
 REC. NO. 2005001154130

**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and DECATUR 14, LLC, a Colorado limited liability company, hereinafter called "Developer."

WITNESSETH:

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

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

WHEREAS, the County is planning a Capital Improvements Project on Decatur Street in the Goat Hill Neighborhood, and Developer shall provide cash-in-lieu rather than construct the improvements on said roadway.

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "C" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "C" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "C".
4. **Cash-in-Lieu.** Regarding the public improvements to be constructed by the County as reflected on Exhibit "B" hereto, Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit "B" in the amount of \$27,354.00.
5. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "C". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "C". Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
6. **Guarantee of Compliance.** Regarding the private improvements to be constructed by the Developer as reflected on Exhibit "C" hereto, Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral for Exhibit "C" shall be in the amount of \$43,754.00. Upon approval of the final plat and completion of said improvements constructed according to the terms of this agreement, and inspection of the improvements by the County, the collateral shall be released.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "C" have been inspected by the County and found to be constructed in accordance with the plans approved by the County.

7. **Acceptance and Maintenance of Public Improvements.** [Not Applicable, no Public Improvements to be Constructed by the Developer]
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

Public Improvements: [Not Applicable, no Public Improvements to be constructed, Developer will provide Cash-in-Lieu]

Private Improvements: Private Improvements by the Developer shall be constructed in accordance with current Adams County Engineering Standards. Improvements include two rain gardens, riprap, pond walls, slotted curb and native see mix.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** [Deleted as Inapplicable]
- C. **Noise Barriers.** Noise barriers shall be constructed according to current Colorado Department of Transportation standards, if any as may be applicable to this project. Details regarding construction and materials, as well as the cost of same and required collateral, are set forth on Exhibit “C” hereto. Those noise barriers which may be required shall be installed prior to issuance of building permit applications.

DECATUR 14, LLC, a Colorado limited liability company  
Developer

By: \_\_\_\_\_  
Sam Leger, as Manager

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Sam Leger, as Manager of DECATUR 14, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of private improvements to be constructed by the Developer shall be required in the amount of \$43,754.00. Regarding the public improvements to be constructed by the County, the Developer will be providing cash-in-lieu in the amount of \$27,354.00. No building permits shall be issued until said collateral and cash-in-lieu is furnished in the amount required and in a form acceptable to the Board of County

Commissioners and until the final plat has been approved and the improvements described in Exhibit “C” have been inspected by the County and found to be constructed in accordance with the approved plans.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair

1 February 2021

Mr. Michael Noda  
Neo Studio Architecture  
3560 Walnut St., Unit A  
Denver, Colorado 80205

Page 1 of 12

Voice: 303-587-9920

RE: Train Noise Acoustical Assessment, Updated  
Decatur Subdivision Filing No. 1  
EDI Job # C-4315

Dear Mr. Noda:

Please find below Engineering Dynamics, Inc., updated, train noise impact analysis for the Decatur Subdivision Filing No. 1, located in Adams County, Colorado. This report analyzes the train noise impact in terms of a noise limit of 60 Leq(h) (hourly energy average sound level) as used by the Colorado Department of Transportation (CDOT).

Figure 1 shows the development vicinity map and Figure 2 shows the site lot layout. The development site is located directly adjacent to the Colorado and Southern Rail Line and the RTD-Denver Light Rail B-Line Line, and therefore, is subject to the requirements of Adams County Development Standards and Regulations (ACDS&R) Section 5-03-02-05 and 4-13-03-1, and the U.S. Department of Housing and Urban Affairs (HUD) residential noise guidelines.

## **1.0 Applicable Standards**

### **1.1 Adams County**

ACDS&R Section 5-03-02-05, design considerations to mitigate noise impacts of adjacent roadways and railroads must be prioritized.

In response, the applicant has committed to installing a fence adjacent to the railroad right-of-way. If the noise level from passing trains exceeds 60dBA, a noise barrier will be constructed per Colorado Department of Transportation standards and design will be proposed by the applicant. If the noise level is less than 60dBA, then a 6' wooden fence will be constructed. This commitment is consistent with Section 5-03-02-05. In addition, Section 5-03-02-05-01 states that noise barriers must be installed prior to issuance of any building permits for residential structures, and that a subdivision improvements agreement and appropriate collateral must be required to cover the costs of any required noise barriers prior to platting. A Recommended Condition of Approval has been included by staff in order to ensure that these considerations are incorporated as part of the subsequent Final Plat review.

NOTE: CDOT procedures for measuring noise, from CDOT Noise Analysis and Abatement Guidelines', dated 21-Sep-20, Section 3.4 – Noise Abatement Criteria, Table 1, Land Use Categories and CDOT Noise Abatement Criteria. Employs an hourly Leq not to exceed 66; the Hourly Leq (Leq(h)) is an average over a 1-hour time period. ACDS&R Section 5-03-02-05, does not specify how the 60 dBA limit is measured; i.e; an instantaneous sound level of 60 dBA, in which case every residential building in Adams County does not comply, or is it an average sound levels over some time period. For this analysis EDI has used the CDOT method, and an Leq(h) of 60 dBA, as a compliance criteria.

ACDS&R provide guidance on how to measure sound levels when assessing noise impacts (Section 4-13-03-1):

The maximum permissible sound pressure levels of any continuous source of sound are established for a time period within each zone district listed. Sound pressure levels shall be measured at the property line or boundary of a public right-of-way, at a height of at least four (4) feet above the immediate surrounding surface, on a sound level meter of standard design and operated on the "A" weighting network.

- a. Monitoring location should be along the property boundary abutting the railroad property. Estimated sound levels across the site at various locations can be calculated using the sound pressure levels collected along this property line (however, a more thorough monitoring plan would provide for actual measurements at various distances).
- b. Sound level measurements (SLM) should be collected absent train traffic to establish baseline sound levels during the hours of 7AM-10PM and 10PM-7AM.
- c. SLM's collected during train traffic during these time periods should include dBA, dBC and peak measurements. While our regulations don't specify limits for dBC, mitigating these frequencies if high could go a long way to sustaining quality of life for the nearest homes.

## 1.2 U.S. Department of Housing and Urban Development (HUD)

Department of Housing and Urban Development – U.S. Department of Housing and Urban Affairs (HUD) defines acceptability of land used for residential development to be Normally Acceptable when the measured Day-Night Level (DNL) < 65 dB(A). Residential areas with an DNL < 65 dB(A) comply with the Normally Acceptable Criteria for residential development, areas that have DNL's > 65 and < 75 dB(A) are considered Normally Unacceptable, and areas that have DNL's > 75 dB(A) are considered Unacceptable. For residential housing in the Normally Unacceptable category Interior DNL's MUST be less than 45.

## 2.0 Methodology / Background

### 2.1 Site Topography

The development site is located on the southwest side of the Light and Heavy Rail Lines. The topography is fairly flat heading west from the Rail Lines and at nearly the same elevation or slightly higher (15-feet or less) than the elevation of the Rail Lines. The topography will provide no attenuation of train noise to the residential Lots or residences.

### 2.2 Railroad Operations

Heavy Rail – crossing data from the U.S. DOT Federal Railroad Administration Crossing Inventory shows that this line can have up to an estimated six freight trains per day. See Crossing Inventory sheets at end of this report. The crossing data does not mean that there will be six trains every day.

Light Rail – the RTD-Denver schedule indicates that there are 36 Light Rail train operations per day (18-westbound and 18-eastbound).

### 2.3 Sound Level Measurements

Sound level measurements were made with two Convergence Instruments Model MK1 Type 1 Logging Sound Level Meters. The sound level meters were configured for 1-minute time averages, Slow Time Constant and dBA for one meter and dBC for the second meter. For each 1-minute time period the meters logged the maximum, average and minimum sound levels. Both meters had a current NIST traceable calibration with a calibration date of 15-Aug-20 and a calibration due date of 15-Aug-21.

While, Section 4-13-03-1, suggests that the measurements be made at the development site property line, the proximity of the site development property line is too close to the rail lines for accurate measurements. Therefore, the sound level meters were attached to a telephone pole (also, for security of the meters), at the following distances from the centerline of the rail line tracks,

Light Rail – 70 feet from the centerline of the Light Rail tracks

Heavy Rail – 95 feet from the centerline of the Heavy Rail tracks

Measurement Dates were:

Start Time – 1pm Monday 16-Nov-20

Stop Time – 1pm Friday 20-Nov-20

#### 4.0 Results and Analysis

Results of the measurements are shown in Figures 4.1 through 4.4. Each Figure shows measured noise levels from 1pm to the next day 1pm. The horizontal axis is Time and the vertical axis is Sound Pressure Level. In each Figure,

dBA Leq(h) – is the lower curve, solid line, and

dB(C) Leq(h) – is the upper curve, dashed line.

Note: In the analysis below the dB(C) levels are not used to determine noise level compliance. The dBA hourly Leq levels Leq(h), have been used to determine noise mitigation requirements and compliance.

#### 4.1 Measured Sound Levels

Measured sound levels were distance corrected, from the measurement location to the 30-foot easement line; see Figure 1. Which, is the closest any residence would be built to the rail lines. The measured Leq(h) sound levels are shown in Figures 4.1 through 4.4. The data in each Figure is one 24-hour period, representing the entire 4-day measurement period. Inspection of Figures 4.1 through 4.4 shows,

Background Sound Levels –

Daytime Background Levels – are in the range of  $50 \pm 5$  dBA and  $60 \pm 5$  dB(C), and

Nighttime Background Levels – are in the range of  $45 \pm 5$  dBA and  $57 \pm 5$  dB(C), and

Instantaneous train sound levels were –

Light Rail train noise – is  $62 \pm 2$  dBA and  $67 \pm 3$  dB(C); Peak level 70 dBA.

Heavy Rail train noise – is  $77 \pm 2$  dBA and  $88 \pm 2$  dB(C), Peak level 80 dBA.

Hourly Leqs –

16 to 17-Nov-20 – exceed Leq(h) 60 dBA at 62 dBA for approximately 2-hour during the evening. This exceedance is weather related.

17 to 18-Nov-20 – are below the Leq(h) 60 dBA.

18 to 19-Nov-20 – exceed Leq(h) 60 dBA by less than 0.5 dBA, from about 5:30 to 6:30am.

19 to 20-Nov-20 – are below the Leq(h) 60 dBA.

#### 4.2 HUD DNL Noise Contours

The measured data, as shown, in Figures 4.1 through 4.4, were used to calculate a daily DNL, for each of the four measurement days and adjusted for distance to the southwest side of the 30-foot permanent easement; this represents the residential Lot lines closest to the rail lines. These daily DNLs are listed in Table 4.2.

Inspection of Table 4.2 shows that the closest portion of any Lot, specifically Lots 3 and 7, in which a residential structure can be built, has a DNL within the HUD Normally Acceptable category. Therefore, all other residential Lots and residences will have lower DNLs and will also be in the HUD Normally Acceptable category.

This means, based on the HUD criteria, no noise mitigation is required for any residential structure on this development site.



Table 4.2: Daily DNL

Day	DNL
1	66
2	62
3	62
4	63
Average	64

## 5.0 Noise Mitigation / Compliance

### 5.1 ACDS&R Section 5-03-02-05

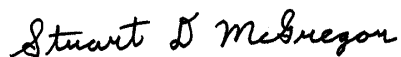
In order to comply with the ACDS&R Section 5-03-02-05, Leq(h) 60 dBA noise limit, a noise barrier would need to provide a minimum of 2 dB noise reduction. Calculations show that this will require, minimally, a 10-foot high noise wall as shown in Figure 5.1.1; for outdoor use area and 1<sup>st</sup> floors of residences. It is important to note that the minimum height of the noise wall must be 10-feet above the elevation of the top of the heavy freight rail tracks. The predicted Leq(h) noise contours WITH the 10-foot high noise wall in place are shown in Figure 5.1.2.

### 5.2 HUD Requirements

As shown in Table 4.1, the entire development site is compliant with HUD Normally Acceptable requirements for residential structures, without any noise mitigation.

If you have any questions, please contact me at our Englewood office.

Sincerely,  
ENGINEERING DYNAMICS, INC.



Stuart D. McGregor, P.E.  
President

# DECATUR SUBDIVISION FILING NO. 1- PRELIMINARY PLAT

CASE NO.: PRC2019-00018

A REPLAT OF LOT 1, LYNN PETERSON SUBDIVISION, A RESUBDIVISION OF LOT 10, BLOCK 4, NORTH FEDERAL HILLS  
A PARCEL OF LAND LYING IN THE SOUTHEAST ONE-QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 2 OF 2

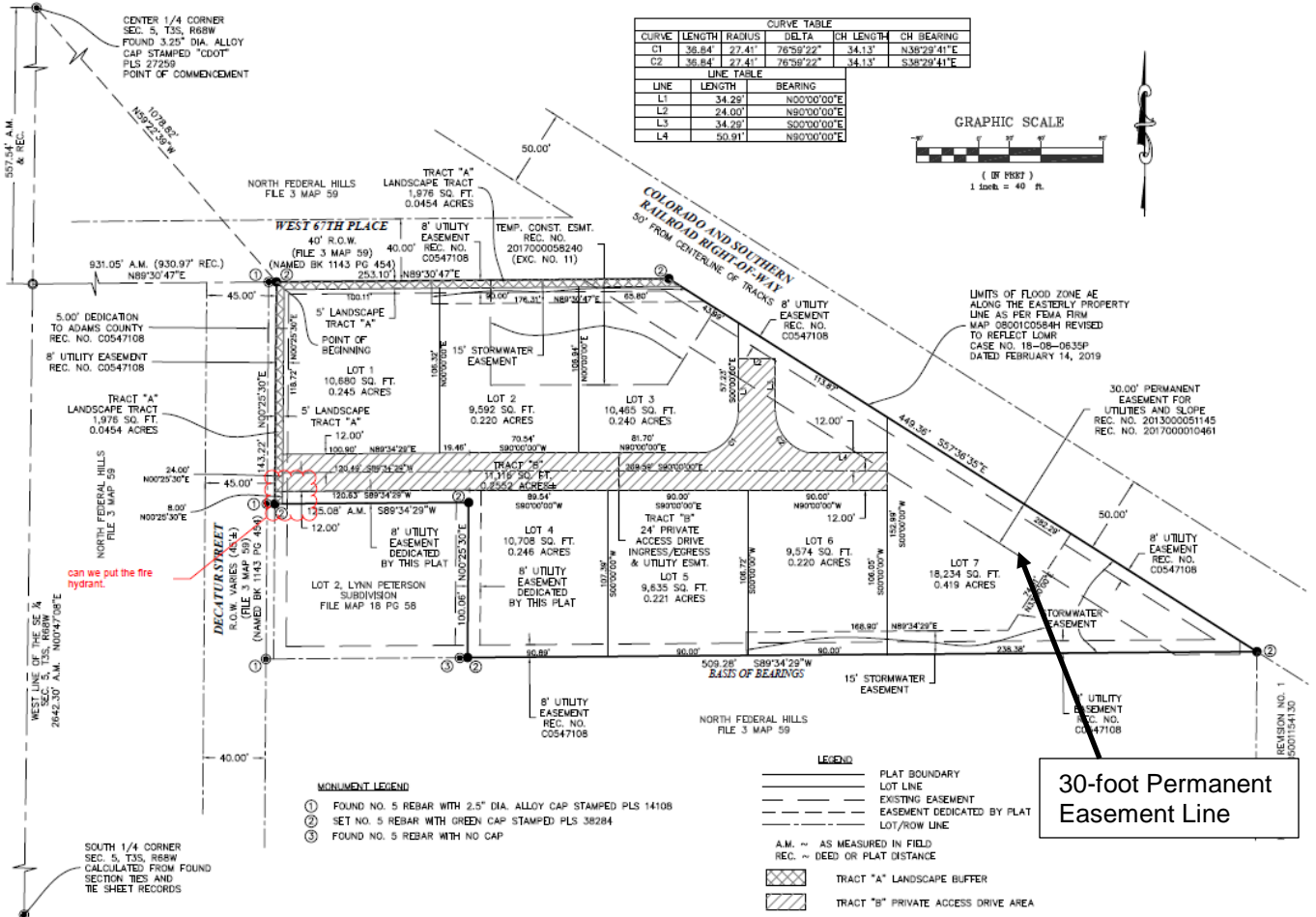


Figure 1: Decatur Subdivision Filing No. 1 Development Site Layout



Figure 2: Decatur Subdivision Filing No. 1 Development Site Aerial

Figure 4.1: Background and Train Noise Leq(h), 1pm 16-Nov-20 to 1pm 17-Nov-20

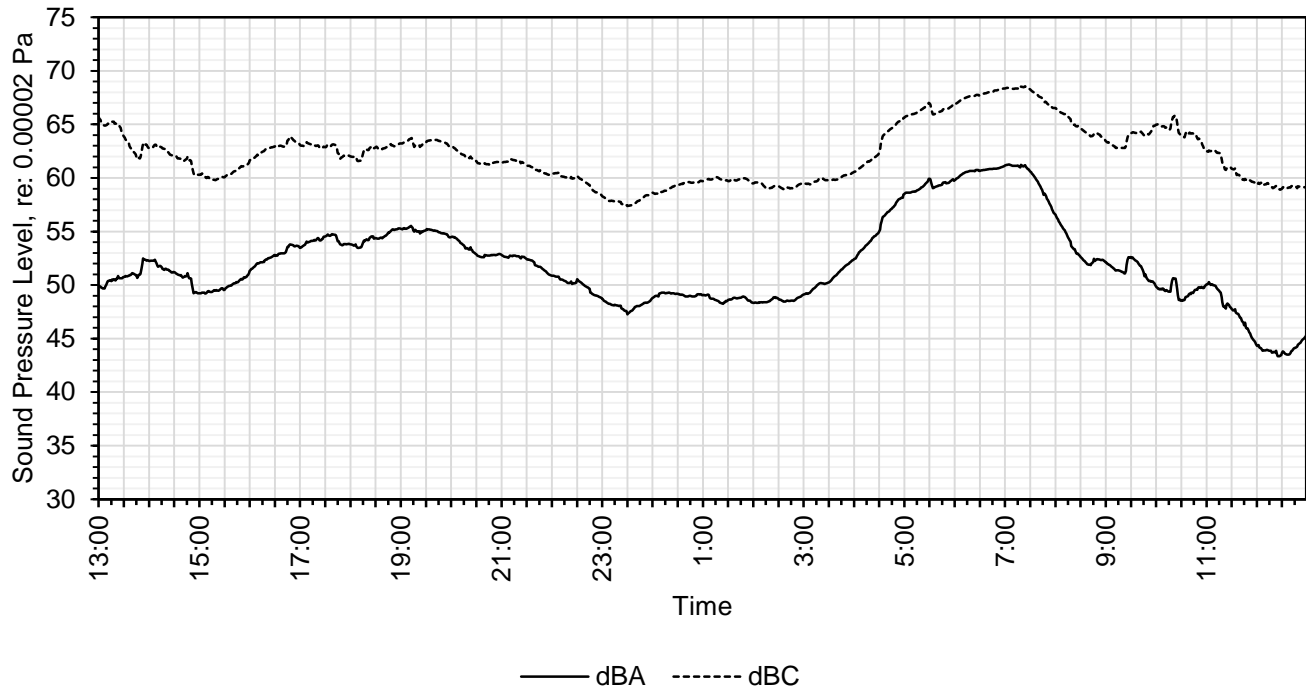


Figure 4.2: Background and Train Noise Leq(h), 17-Nov-20 to 1pm 18-Nov-20

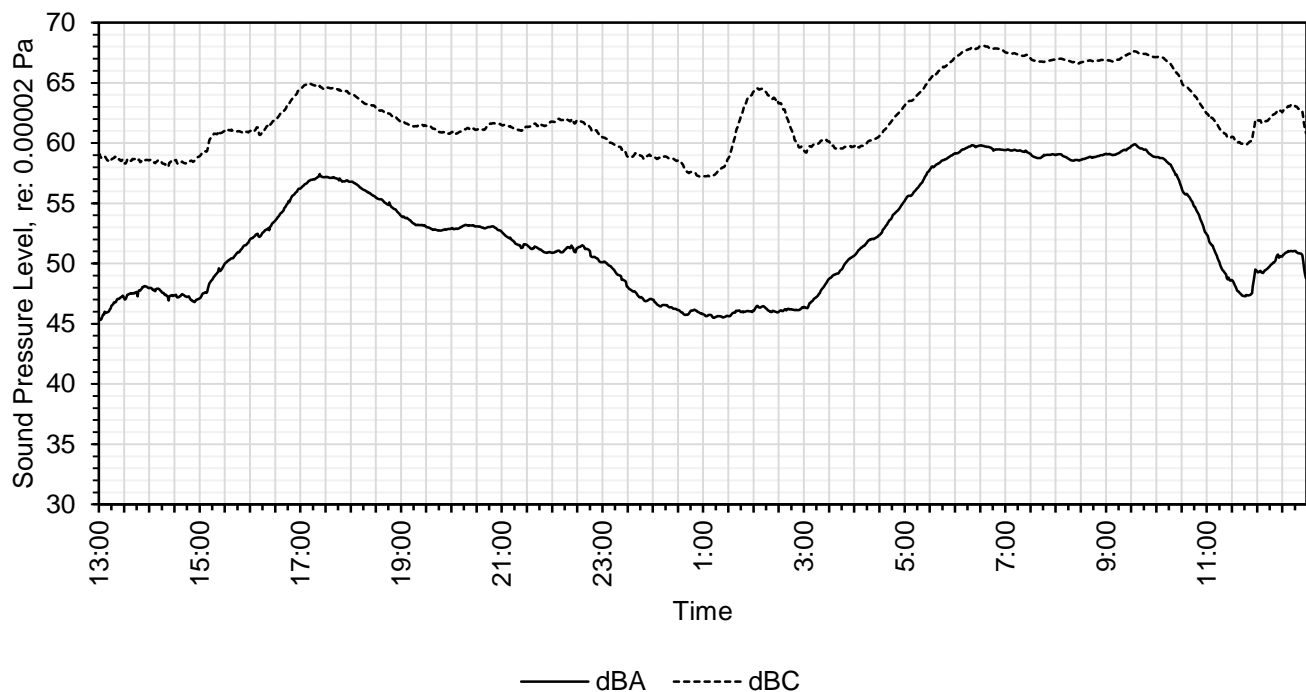


Figure 4.3: Background and Train Noise Leq (h), 1pm 18-Nov-20 to 1pm 19-Nov-20

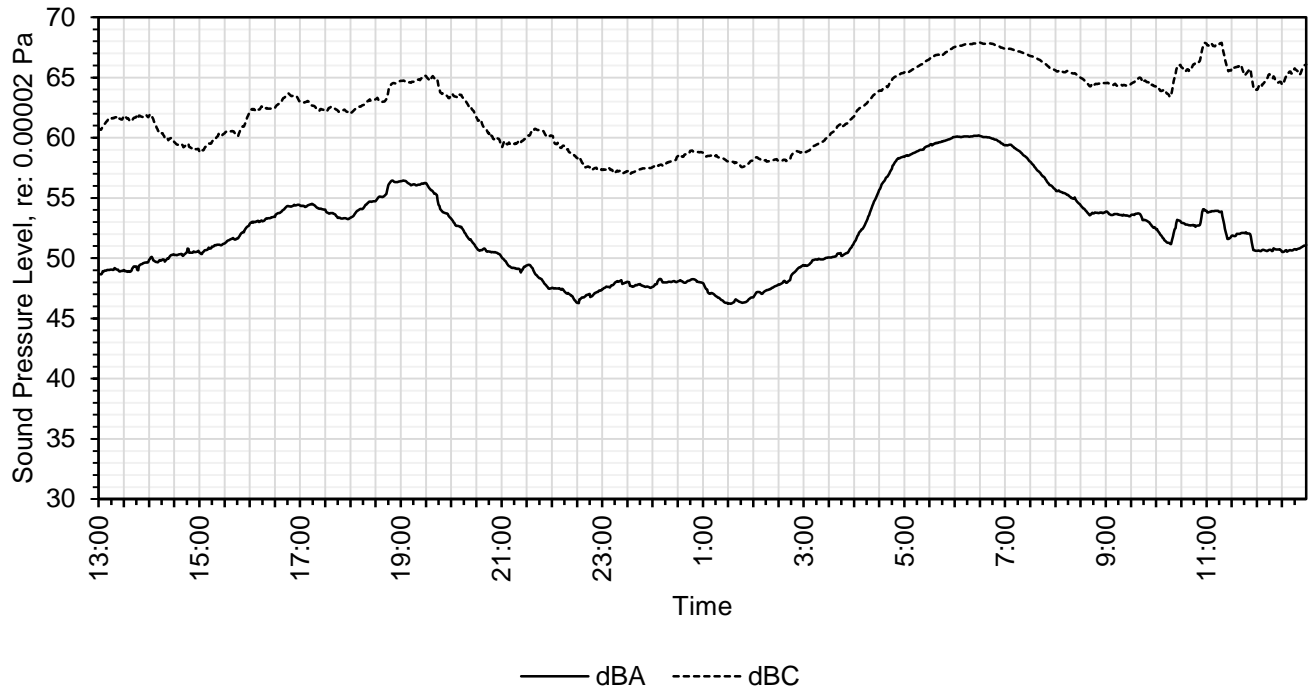
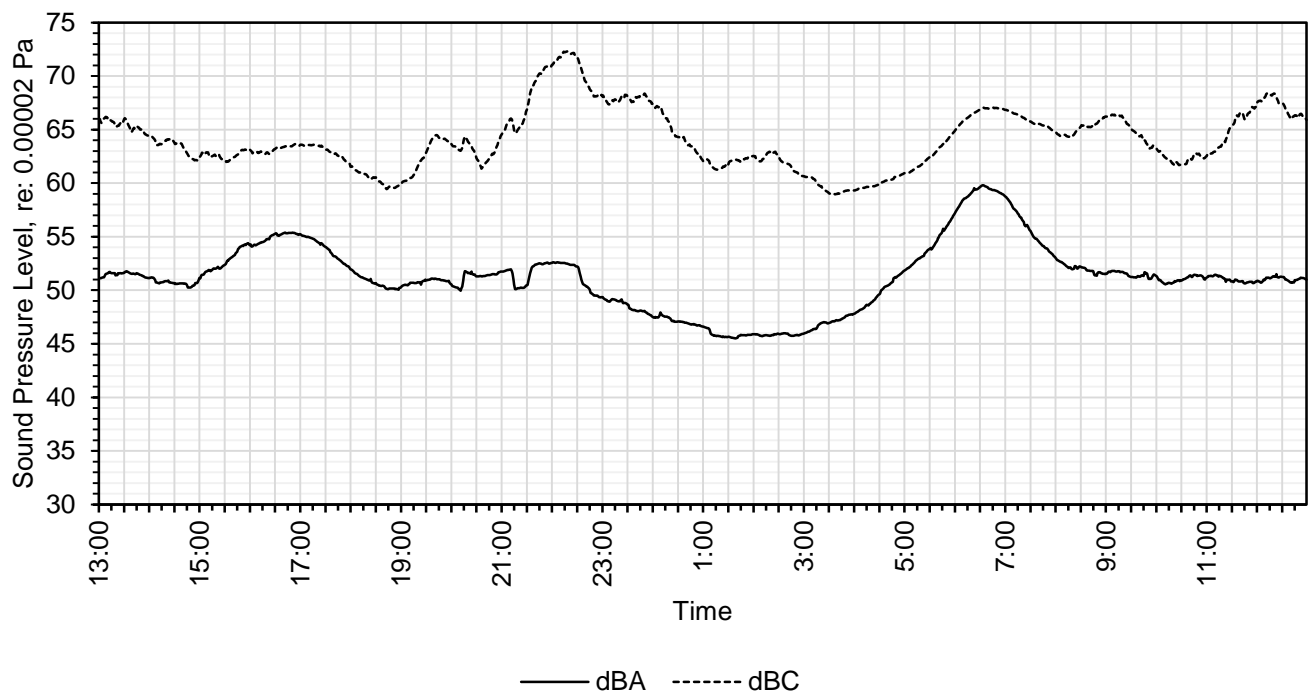
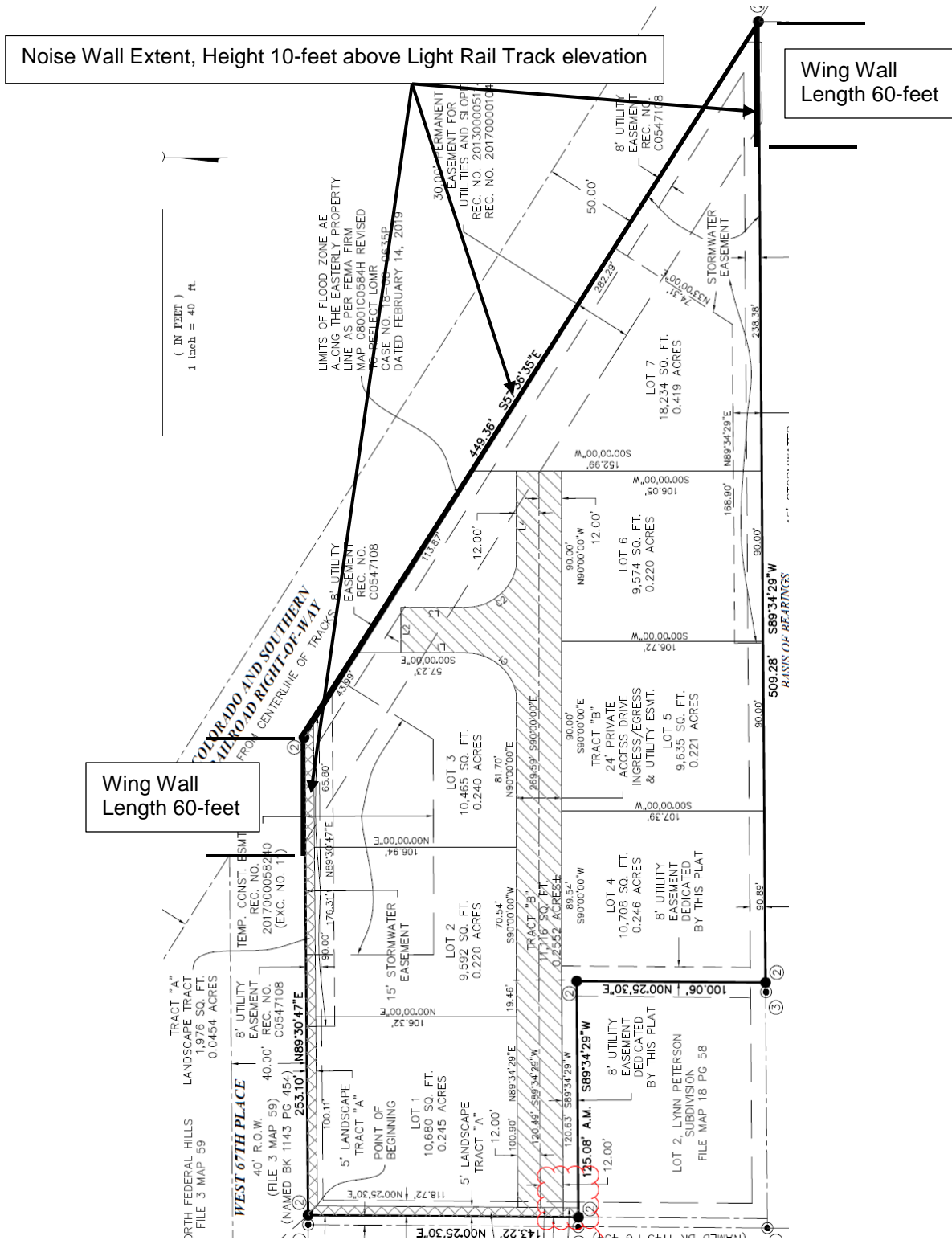


Figure 4.4: Background and Train Noise Leq(h), 1pm 19-Nov-20 to 1pm 20-Nov-20





**Figure 5.1.1: Noise Wall Height and Extents**



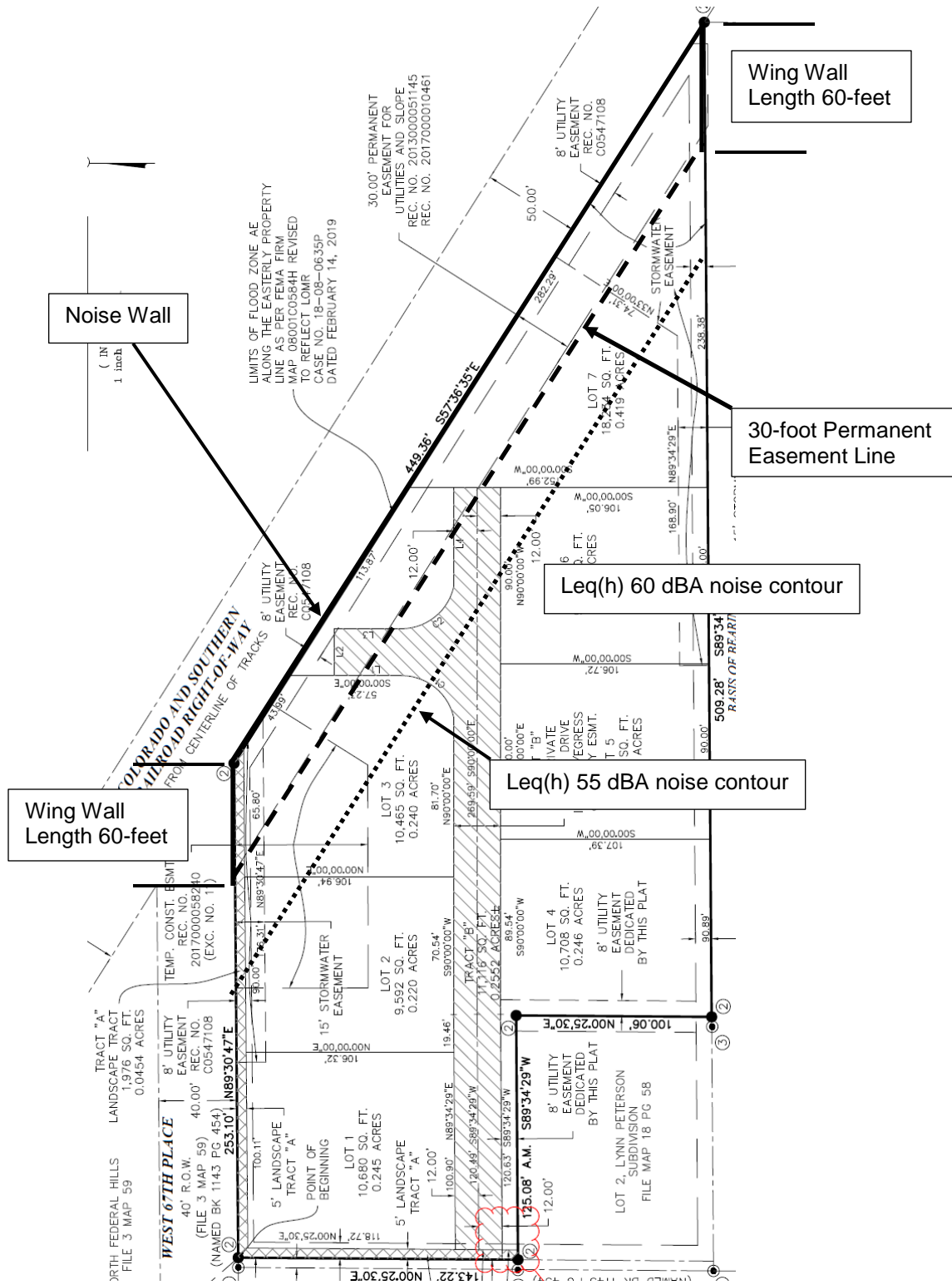


Figure 5.1.1: Light Rail and Heavy Rail Noise Contours with 10-foot high noise wall in place

Decatur Subdivision Filing No. 1 – Train Noise  
1 February 2021  
Page 11 of 12

## U. S. DOT CROSSING INVENTORY FORM

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

OMB No. 2130-0017

Instructions for the initial reporting of the following types of new or previously unreported crossings: For public highway-rail grade crossings, complete the entire inventory Form. For private highway-rail grade crossings, complete the Header, Parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the Header, Parts I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I, and the Submission Information section. For changes to existing data, complete the Header, Part I Items 1-3, and the Submission Information section, in addition to the updated data fields. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted. An asterisk \* denotes an optional field.

A. Revision Date (MM/DD/YYYY) 09 / 03 / 2020		B. Reporting Agency <input checked="" type="checkbox"/> Railroad <input type="checkbox"/> Transit <input type="checkbox"/> State <input type="checkbox"/> Other		C. Reason for Update (Select only one) <input checked="" type="checkbox"/> Change in Data <input type="checkbox"/> New Crossing <input type="checkbox"/> Closed <input type="checkbox"/> Re-Open <input type="checkbox"/> Date Change Only <input type="checkbox"/> No Train Traffic <input type="checkbox"/> Quiet Zone Update <input type="checkbox"/> Admin. Correction <input type="checkbox"/> Change in Primary Operating RR				D. DOT Crossing Inventory Number 244778B
<b>Part I: Location and Classification Information</b>								
1. Primary Operating Railroad BNSF Railway Company (BNSF)			2. State COLORADO		3. County ADAMS			
4. City / Municipality <input type="checkbox"/> In <input checked="" type="checkbox"/> Near WESTMINSTER		5. Street/Road Name & Block Number LOWELL BLVD (Street/Road Name)   * (Block Number)			6. Highway Type & No. FAU1245			
7. Do Other Railroads Operate a Separate Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR				8. Do Other Railroads Operate Over Your Track at Crossing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Specify RR				
9. Railroad Division or Region <input type="checkbox"/> None POWDER RIVER		10. Railroad Subdivision or District <input type="checkbox"/> None FRONT RANGE		11. Branch or Line Name <input type="checkbox"/> None DEN UD-WENDOVER		12. RR Milepost 0006.050 (prefix)   (nnnn.nnn)   (suffix)		
13. Line Segment 476		14. Nearest RR Timetable Station CLEAR CREEK		15. Parent RR (if applicable) <input checked="" type="checkbox"/> N/A		16. Crossing Owner (if applicable) <input type="checkbox"/> N/A BNSF		
17. Crossing Type <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private		18. Crossing Purpose <input checked="" type="checkbox"/> Highway <input type="checkbox"/> Pathway, Ped. <input type="checkbox"/> Station, Ped.		19. Crossing Position <input checked="" type="checkbox"/> At Grade <input type="checkbox"/> RR Under <input type="checkbox"/> RR Over		20. Public Access (if Private Crossing) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		21. Type of Train <input checked="" type="checkbox"/> Freight <input type="checkbox"/> Intercity Passenger <input type="checkbox"/> Commuter
22. Average Passenger Train Count Per Day <input type="checkbox"/> Less Than One Per Day <input type="checkbox"/> Number Per Day 0		23. Type of Land Use <input type="checkbox"/> Open Space <input type="checkbox"/> Farm <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Institutional <input type="checkbox"/> Recreational <input type="checkbox"/> RR Yard		24. Is there an Adjacent Crossing with a Separate Number? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, Provide Crossing Number				
25. Quiet Zone (FRA provided) <input checked="" type="checkbox"/> No <input type="checkbox"/> 24 Hr <input type="checkbox"/> Partial <input type="checkbox"/> Chicago Excused Date Established		26. HSR Corridor ID <input checked="" type="checkbox"/> N/A		27. Latitude in decimal degrees (WGS84 std: nn.nnnnnn) 39.8253730		28. Longitude in decimal degrees (WGS84 std: -nnn.nnnnnn) -105.034377		29. Lat/Long Source <input checked="" type="checkbox"/> Actual <input type="checkbox"/> Estimated
30.A. Railroad Use *				31.A. State Use *				
30.B. Railroad Use *				31.B. State Use *				
30.C. Railroad Use *				31.C. State Use *				
30.D. Railroad Use *				31.D. State Use *				
32.A. Narrative (Railroad Use) * (1.27 1.28 1.29) Value Provided by Railroad, Not Yes				32.B. Narrative (State Use) *				
33. Emergency Notification Telephone No. (posted) 800-832-5452			34. Railroad Contact (Telephone No.) 817-352-1549			35. State Contact (Telephone No.) 303-757-9425		
<b>Part II: Railroad Information</b>								
1. Estimated Number of Daily Train Movements								
1.A. Total Day Thru Trains (6 AM to 6 PM) 3		1.B. Total Night Thru Trains (6 PM to 6 AM) 3		1.C. Total Switching Trains 0		1.D. Total Transit Trains 0		1.E. Check if Less Than One Movement Per Day How many trains per week? <input type="checkbox"/>
2. Year of Train Count Data (YYYY) 2019		3. Speed of Train at Crossing 3.A. Maximum Timetable Speed (mph) 25 3.B. Typical Speed Range Over Crossing (mph) From 1 to 25						
4. Type and Count of Tracks Main 1 Siding 0 Yard 0 Transit 0 Industry 0								
5. Train Detection (Main Track only) <input type="checkbox"/> Constant Warning Time <input checked="" type="checkbox"/> Motion Detection <input type="checkbox"/> AFO <input type="checkbox"/> PTC <input type="checkbox"/> DC <input type="checkbox"/> Other <input type="checkbox"/> None								
6. Is Track Signaled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				7.A. Event Recorder <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			7.B. Remote Health Monitoring <input type="checkbox"/> Yes <input type="checkbox"/> No	

FORM FRA F 6180.71 (Rev. 08/03/2016)

OMB approval expires 11/30/2022

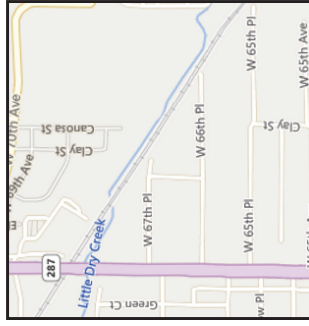
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Decatur Subdivision Filing No. 1 – Train Noise  
1 February 2021  
Page 12 of 12

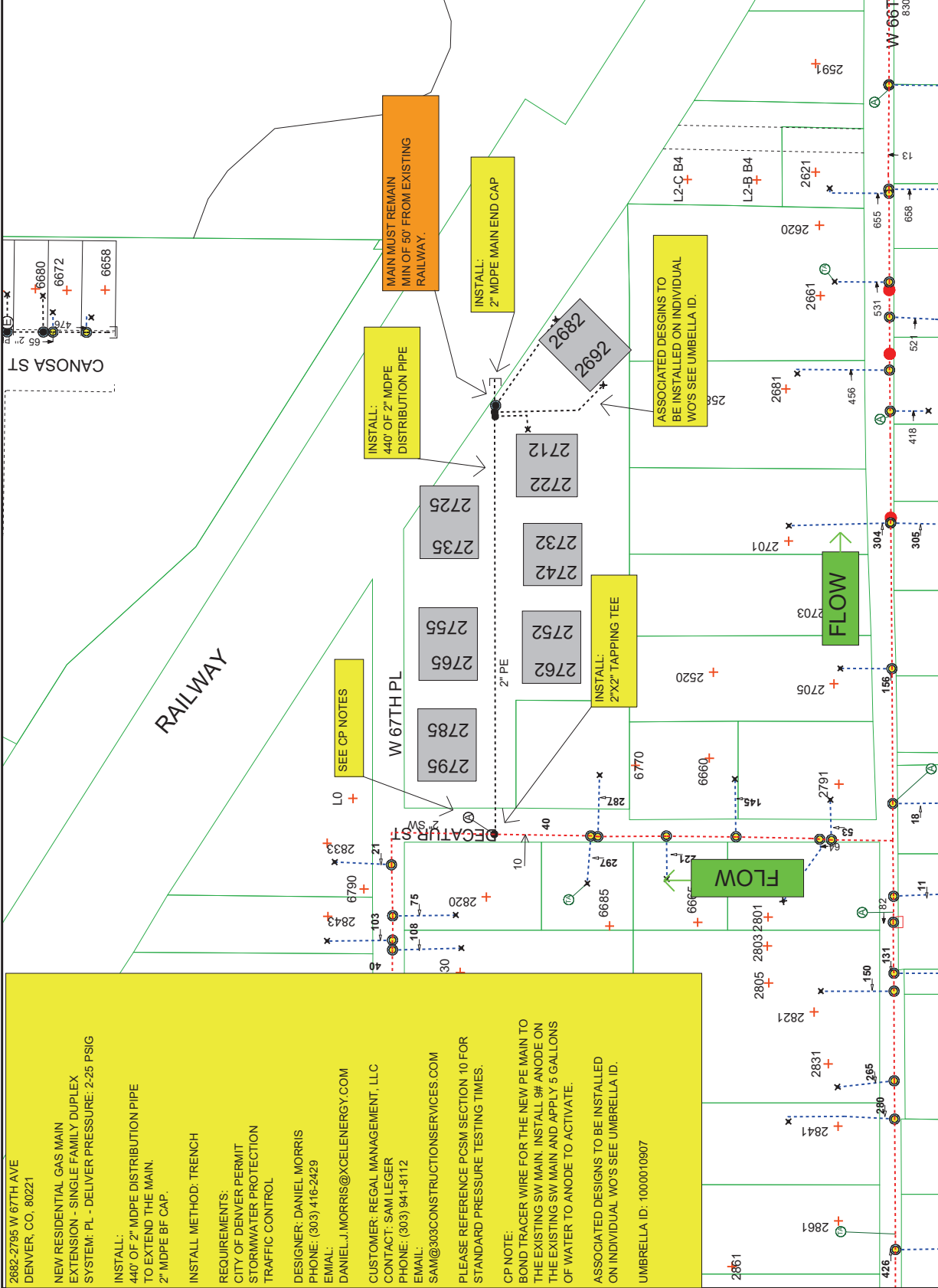
### U. S. DOT CROSSING INVENTORY FORM

A. Revision Date (MM/DD/YYYY) 09/03/2020		PAGE 2		D. Crossing Inventory Number (7 char.) 2447788	
<b>Part III: Highway or Pathway Traffic Control Device Information</b>					
1. Are there Signs or Signals? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		2. Types of Passive Traffic Control Devices associated with the Crossing			
2.A. Crossbuck Assemblies (count) 0		2.B. STOP Signs (R1-1) (count) 0		2.C. YIELD Signs (R1-2) (count)	
				2.D. Advance Warning Signs (Check all that apply; include count) <input checked="" type="checkbox"/> None <input type="checkbox"/> W10-1 <input type="checkbox"/> W10-3 <input type="checkbox"/> W10-11 <input type="checkbox"/> W10-2 <input type="checkbox"/> W10-4 <input type="checkbox"/> W10-12	
2.E. Low Ground Clearance Sign (W10-5) <input type="checkbox"/> Yes (count) <input type="checkbox"/> No		2.F. Pavement Markings <input checked="" type="checkbox"/> Stop Lines <input type="checkbox"/> Dynamic Envelope <input checked="" type="checkbox"/> RR Xing Symbols <input type="checkbox"/> None		2.G. Channelization Devices/Medians <input type="checkbox"/> All Approaches <input type="checkbox"/> Median <input type="checkbox"/> One Approach <input type="checkbox"/> None	
2.H. EXEMPT Sign (R15-3) <input type="checkbox"/> Yes <input type="checkbox"/> No		2.I. ENS Sign (I-13) Displayed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
2.J. Other MUTCD Signs Specify Type _____ Count _____ Specify Type _____ Count _____ Specify Type _____ Count _____		2.K. Private Crossing Signs (if private) <input type="checkbox"/> Yes <input type="checkbox"/> No		2.L. LED Enhanced Signs (List types)	
3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)					
3.A. Gate Arms (count) Roadway 2 Pedestrian _____		3.B. Gate Configuration <input type="checkbox"/> 2 Quad <input type="checkbox"/> Full (Barrier) <input type="checkbox"/> 3 Quad <input type="checkbox"/> Resistance <input type="checkbox"/> 4 Quad <input type="checkbox"/> Median Gates		3.C. Cantilevered (or Bridged) Flashing Light Structures (count) Over Traffic Lane 2 <input type="checkbox"/> Incandescent Not Over Traffic Lane 0 <input type="checkbox"/> LED	
3.D. Mast Mounted Flashing Lights (count of masts) 4 <input type="checkbox"/> Incandescent <input type="checkbox"/> LED <input type="checkbox"/> Back Lights Included <input type="checkbox"/> Side Lights Included		3.E. Total Count of Flashing Light Pairs 0			
3.F. Installation Date of Current Active Warning Devices: (MM/YYYY) ____/____/____ <input type="checkbox"/> Not Required		3.G. Wayside Horn <input type="checkbox"/> Yes Installed on (MM/YYYY) ____/____/____ <input type="checkbox"/> No		3.H. Highway Traffic Signals Controlling Crossing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.I. Bells (count) 1					
3.J. Non-Train Active Warning <input type="checkbox"/> Flagger/Flagman <input type="checkbox"/> Manually Operated Signals <input type="checkbox"/> Watchman <input type="checkbox"/> Floodlighting <input type="checkbox"/> None		3.K. Other Flashing Lights or Warning Devices Count 0 Specify type _____			
4.A. Does nearby Hwy Intersection have Traffic Signals? <input type="checkbox"/> Yes <input type="checkbox"/> No		4.B. Hwy Traffic Signal Interconnection <input type="checkbox"/> Not Interconnected <input type="checkbox"/> For Traffic Signals <input type="checkbox"/> For Warning Signs		4.C. Hwy Traffic Signal Preemption <input type="checkbox"/> Simultaneous <input type="checkbox"/> Advance	
5. Highway Traffic Pre-Signals <input type="checkbox"/> Yes <input type="checkbox"/> No Storage Distance * _____ Stop Line Distance * _____		6. Highway Monitoring Devices (Check all that apply) <input type="checkbox"/> Yes - Photo/Video Recording <input type="checkbox"/> Yes - Vehicle Presence Detection <input type="checkbox"/> None			
<b>Part IV: Physical Characteristics</b>					
1. Traffic Lanes Crossing Railroad Number of Lanes 2 <input type="checkbox"/> One-way Traffic <input type="checkbox"/> Two-way Traffic <input type="checkbox"/> Divided Traffic		2. Is Roadway/Pathway Paved? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		3. Does Track Run Down a Street? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4. Is Crossing Illuminated? (Street lights within approx. 50 feet from nearest rail) <input type="checkbox"/> Yes <input type="checkbox"/> No					
5. Crossing Surface (on Main Track; multiple types allowed) Installation Date * (MM/YYYY) ____/____/____ Width * _____ Length * _____ <input type="checkbox"/> 1 Timber <input type="checkbox"/> 2 Asphalt <input type="checkbox"/> 3 Asphalt and Timber <input type="checkbox"/> 4 Concrete <input type="checkbox"/> 5 Concrete and Rubber <input checked="" type="checkbox"/> 6 Rubber <input type="checkbox"/> 7 Metal <input type="checkbox"/> 8 Unconsolidated <input type="checkbox"/> 9 Composite <input type="checkbox"/> 10 Other (specify) _____					
6. Intersecting Roadway within 500 feet? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, Approximate Distance (feet) 75		7. Smallest Crossing Angle <input type="checkbox"/> 0° - 29° <input type="checkbox"/> 30° - 59° <input checked="" type="checkbox"/> 60° - 90°		8. Is Commercial Power Available? * <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part V: Public Highway Information</b>					
1. Highway System <input type="checkbox"/> (01) Interstate Highway System <input type="checkbox"/> (02) Other Nat Hwy System (NHS) <input checked="" type="checkbox"/> (03) Federal Aid, Not NHS <input type="checkbox"/> (08) Non-Federal Aid		2. Functional Classification of Road at Crossing <input type="checkbox"/> (0) Rural <input checked="" type="checkbox"/> (1) Urban <input type="checkbox"/> (1) Interstate <input type="checkbox"/> (5) Major Collector <input type="checkbox"/> (2) Other Freeways and Expressways <input type="checkbox"/> (3) Other Principal Arterial <input type="checkbox"/> (6) Minor Collector <input checked="" type="checkbox"/> (4) Minor Arterial <input type="checkbox"/> (7) Local		3. Is Crossing on State Highway System? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
4. Highway Speed Limit _____ MPH <input type="checkbox"/> Posted <input type="checkbox"/> Statutory		5. Linear Referencing System (LRS Route ID) * 6. LRS Milepost *			
7. Annual Average Daily Traffic (AADT) Year 1989 AADT 008000		8. Estimated Percent Trucks 09 %		9. Regularly Used by School Buses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Average Number per Day 0	
10. Emergency Services Route <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Submission Information - This information is used for administrative purposes and is not available on the public website.</b>					
Submitted by _____ Organization _____ Phone _____ Date _____					
Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.					



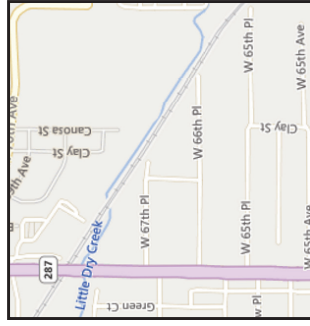
Work Order Information	
Service Request #	: 1215868
Design Number	: 988172
Designer/Planner ID	: 238354
Designer/Planner Name	: Morris, Daniel
Designer/Planner Ph #	: (303) 416-2429
Manager Approval	: _____
Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A
Design Location	
Division	: NORTH METRO REGION
County	: ADAMS
City	: DENVER
Address	: 2682-2795 W 67TH AVE
T: 3S	R: 68W
S: 5	
Map #	: 213376.03
Permit	: DENVER
Electric	
Feeder	: NMONR1081
Voltage	: N/A
Phase	: N/A
Bus Dev ID	: N/A
Gas	
System	: PL
Pressure	: 2-25 PSIG
Size	: 2"
Material	: PE
Dead End	: N/A
Work Order #	: 105917028
Date	: 12/23/2020
Sketch	: 1 OF 1 Sketch Data
Scale	: 1" equals 100'

CONSTRUCTION USE ONLY	
<input type="checkbox"/>	NO CHANGES (BUILT AS DESIGNED)
<input type="checkbox"/>	CHANGES MADE AS INDICATED
	(ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)
RFO	_____
FOREMAN	_____
DATE	_____
TEAM LEADER	_____



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Work Order Information	
Service Request #	: 12155682
Design Number	: 986150
Designer/Planner ID	: 283334
Designer/Planner Name	: Morris, Daniel
Designer/Planner Ph #	: (303) 416-2429
Manager Approval	: _____
Joint Utility	
E: N/A	G: N/A
T: N/A	C: N/A
Design Location	
Division	: NORTH METRO REGION
County	: ADAMS
City	: DENVER
Address	: 2682-2768 W 67TH AVE
T: 3S	R: 68W
Map #	: 2133176/03
Permit	: DENVER
Electric	
Feeder:	ARVA1700
Voltage:	120/240V
Phase:	1PH
Blump Dev ID:	N/A
Gas	
System	: N/A
Pressure	: N/A
Size	: N/A
Material	: N/A
Dead End	: N/A
Work Order #	: 10535004



**CONSTRUCTION USE ONLY**

☐ NO CHANGES (BUILT AS DESIGNED)

☐ CHANGES MADE AS INDICATED  
(ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO \_\_\_\_\_

FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_

TEAM LEADER \_\_\_\_\_

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**Commenting Division:** Planner Review

**Resubmittal Required**

**Name of Reviewer:** Holden Pederson

**Email and Phone Number:** [HPederson@adcogov.org](mailto:HPederson@adcogov.org) / 720-523-6847

PLN1: Applicant should revise their Subdivision Improvements Agreement (SIA) based on any applicable comments that have been received from Development Services Engineering as part of the first round of review. Upon receipt of the application resubmittal, staff will refer the document to the County Attorney and the Treasurer's Office for their review. Please ensure that the SIA is provided as a separate Word document. Any charts, graphs, or exhibits can be submitted as other file types, but all of the included language for the agreement needs to be submitted through a Word file.

PLN2: Once public hearings are scheduled, collateral for the SIA must be provided by the applicant to staff. Staff will require two bonds: one for 80% of the total cost that can be returned once preliminary acceptable is granted for the associated improvements, and one for 20% of the total cost that can be returned once the final inspection is completed a year after the improvements are constructed.

PLN3: Depending on the results of the required Noise Study for the adjacent railroad, the applicant may also need to incorporate an additional noise barrier requirement as part of the SIA.

- a. The following is the corresponding Condition of Approval from PRC2019-00018 that must be verified as part of this Final Plat review: "If noise levels adjacent to the railroad exceed 60dBA, the applicant must construct a noise barrier along the portion of the site that abuts the railroad according to Colorado Department of Transportation (CDOT) standards. As part of the subsequent Final Plat application, applicant must submit the results of the proposed noise level study for CDOT and staff's review. If required, noise barriers must be installed prior to issuance of any building permits for residential structures, and a subdivision improvements agreement and appropriate collateral will be required to cover the costs of any required noise barriers prior to platting."
- b. The County's Development Standards and Regulations provide guidance on how to measure sound levels when assessing noise impacts (Section 4-13-03-1). The maximum permissible sound pressure levels of any continuous source of sound are established for a time period within each zone district listed. Sound pressure levels shall be measured at the property line or boundary of a public right-of-way, at a height of at least four (4) feet above the immediate surrounding surface, on a sound level meter of standard design and operated on the "A" weighting network.
  - i. Monitoring location should be along the property boundary abutting the railroad property. Estimated sound levels across the site at various locations can be calculated using the sound pressure levels collected along this property line (however, a more thorough monitoring plan would provide for actual measurements at various distances).
  - ii. Sound level measurements (SLM) should be collected absent train traffic to establish baseline sound levels during the hours of 7AM-10PM and 10PM-7AM.
  - iii. SLM's collected during train traffic during these time periods should include dbA, dbC and peak measurements. While the County's regulations don't specify limits for dbC, mitigating these frequencies if high could go a long way to sustaining quality of life for the nearest homes.
- c. Staff recommends that the applicant should hire a consultant with expertise in industrial hygiene and environmental noise monitoring. The sound engineer will be able to recommend necessary mitigation and design strategies to lower noise levels below the required 60 dBA.



PLN4: The following are the Public Land Dedication fees that will be required once the public hearings are scheduled:

<b>Duplex, Two-to-Four Family Attached and R-2 zoning</b>	
Number of Units=	14
Population generated=	35.4620
Student population generated=	5.0960
School Acreage Needed=	0.1325
Neighborhood Park Acreage Needed=	0.2100
Regional Park Acreage Needed=	0.1400
<b>Total Acres of PLD Needed=</b>	<b>0.4825</b>
Land Value per acre=	\$36,888.00
<b>PLD Fee in lieu=</b>	<b>\$17,798.31</b>
<b>Deposits:</b>	
<b>School District {     } Account =</b>	<b>\$4,887.51</b>
<b>Neighborhood Parks {     } Account =</b>	<b>\$7,746.48</b>
<b>Regional Parks Account =</b>	<b>\$5,164.32</b>

PLN5: Applicant must ensure that the required easements are being provided for Xcel Energy, as described in their included referral letter. This may preclude landscaping from being installed within the landscape Tract C, depending on Xcel Energy's specific requirements.

PLN6: Applicant must ensure that all requirements have been provided for the Adams County Fire Rescue. Please note the comment included for the emergency vehicle turnaround that is described on page 2, which may require revisions to the Plat.

PLN7: Per the plans provided, it appears a small portion of private drainage improvements extends in to the 30' Permanent Easement to Crestview Water. Any improvements in this easement should obtain the approval of the easement holder.

**Commenting Division:** Development Engineering Review

**Resubmittal Required**

**Name of Reviewer:** Matt Emmens

**Email and Phone Number:** [MEmmens@adcogov.org](mailto:MEmmens@adcogov.org) / 720-523-6826

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0584H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for any work, including minor grading work, within the floodplain.

ENG2: Property is in Adams County MS4 Stormwater Permit area. Proposed site improvements will disturb more than one (1) acres of ground. A Stormwater Quality (SWQ) Permit is required. The applicant is required to prepare a Stormwater Management Plan (SWMP) using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000 (<http://www.adcogov.org/stormwater-quality-swq-permit-construction-activities>). Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or by email at [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org).

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:  
All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

ENG9: Sustainable Development Practices Section 3-27-06-05-07-08:

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;
6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;
7. A greywater recycling system.

**Commenting Division:** Right-of-Way Review

**Resubmittal Required**

**Name of Reviewer:** Holden Pederson

**Email and Phone Number:** [HPederson@adcogov.org](mailto:HPederson@adcogov.org) / 720-523-6847

ROW1: Change title to read "Decatur Subdivision Filing No. 1 – Final Plat".

ROW2: Change case number in upper right-hand corner of both sheets to "PLT2020-00036".

ROW3: Remove Planning Commission signature block and leave Board of County Commissioners signature block.

ROW4: Because this subdivision will not create any new public right-of-way that is dedicated to the county, applicant should remove the reference to "streets" within the Dedication Certificate on Sheet 1 so that it reads, "have by these presents laid out and platted the same into tracts, lots, and easements as shown on this plat. . ."

ROW5: Remove reference to West 67<sup>th</sup> Avenue on Sheet 2, as this tract will be for a private access road rather than a public right-of-way. Label should remain identifying Tract B as a Private Road or a Private Access Road.

ROW6: As a convenient reference for the "Tract Note" that has been included on Sheet 1, applicant should include an additional table on either sheet that describes the purpose of each tract. Applicant should extend the proposed Tract B to the west property line so that it covers the entire area where the private access road will be located.

ROW7: The shading of the tracts currently makes the drawing on Sheet 2 difficult to interpret and the associated information/labels difficult to read. Staff recommends removing the shading and including clear labels to differentiate the lots and tracts as compared to the existing and proposed new easements. Heavier line weights could be a method for clearly identifying each individual lot and tract. Applicant should update the legend on Sheet 2 to reflect any associated changes.

ROW8: Update the "Access Restriction Statement" on Sheet 1 to include information describing that access to the newly created residential lots must be taken from the proposed private access road. The statement should clearly indicate that access for these new residential lots cannot be taken from Decatur Street or West 67<sup>th</sup> Place.

ROW9: The plat should include a note stating: Landscaping and other items within the landscape tract are subordinate to the rights given in the 8-foot utility easement as recorded in Reception No. C0547108.

ROW10: Include additional details in the "Tract Note" stating that it is the Developer's responsibility for maintaining the improvements that are constructed within these tracts until ownership is transferred to a third party or association. Please also list the maintenance responsibilities for each tract, either through this note or through the table referenced in the previous ROW6 comment. Staff mistakenly directed the applicant to include this information as part of the SIA, but has since learned that it is more appropriate to include the information on the plat. The following is the relevant information that was included in the SIA regarding a future association and maintenance responsibilities (you can ignore section (d) which addresses tax assessor parcels), for reference:

3. Specific Rights and Obligations.

(a) The landscape tracts ("Landscape Tracts") shown on the Plat as "Tract A" and "Tract C" shall be maintained by Developer until such time as responsibility for same is transferred to an Association, as defined and provided below, at which point Developer shall hereby be released from responsibility or liability for such maintenance. This maintenance obligation shall include irrigation, trimming and/or mowing of vegetation, replacement of dead vegetation, and removal of weeds in compliance with County or local requirements.

(b) West 67<sup>th</sup> Avenue shown on the Plat as "Tract B", a private road ("W. 67<sup>th</sup> Avenue"), shall be maintained by Developer until such time as responsibility for same is transferred to a third party or Association, as defined and provided below, at which point Developer shall hereby be released from responsibility or liability for such maintenance. This maintenance obligation shall include keeping the surface of W. 67<sup>th</sup> Avenue in a good and commercially reasonable state of repair, free from accumulation of waste material or rubbish caused by the Developer's operation.

(c) The drainage easement tract ("Easement Tract") shown on the Plat as "Tract D", shall be maintained by Developer until such time as responsibility for same is transferred to a third party or Association, as defined and provided below, at which point Developer shall hereby be released from responsibility or liability for such maintenance. This maintenance obligation shall include maintaining same in the condition existing as of the date said Easement Tract upon the Property is completed by Developer. .

(d) The Property or parcels thereon, and corresponding improvements, may be separated or reconfigured into separate tax assessor parcels, which shall not be deemed a separation of any underlying subdivision lot itself or require further subdivision platting. To that end, Developer shall have the right, but not the obligation, hereafter to record covenants and convey up to fourteen (14) separate fee parcels upon the Property and lots thereon.

The rights and obligations set forth in this Agreement and Section 3 shall be assignable by Developer to an owners association ("Association") organized in conjunction with formation of a common interest community, or otherwise, related to the Project and Property. Upon formation of any such Association and conveyance or assignment of Developer's interest in the Easement Tract and Landscape Tract to said Association, the Developer shall hereby be released as further provided in Section 5 below, and the Association shall be responsible for same.



**Commenting Division:** Planner Review

**Resubmittal Required**

**Name of Reviewer:** Holden Pederson

**Email and Phone Number:** [HPederson@adcogov.org](mailto:HPederson@adcogov.org) / 720-523-6847

PLN1: After consulting with department management, staff cannot accept the alternative noise mitigation proposals without also amending the specific condition of approval from the preliminary plat that currently requires a noise barrier wall if noise levels adjacent to the railroad exceeded 60dBA. This is due to the binding nature of conditions of approval that are included by the County Commissioners and the section of the County's Development Standards and Regulations that specifically requires such a noise barrier wall in this specific situation.

- a. The following is the exact condition of approval that was included by the County Commissioners for the preliminary plat: "If noise levels adjacent to the railroad exceed 60dBA, the applicant must construct a noise barrier along the portion of the site that abuts the railroad according to Colorado Department of Transportation (CDOT) standards. As part of the subsequent Final Plat application, applicant must submit the results of the proposed noise level study for CDOT and staff's review. If required, noise barriers must be installed prior to issuance of any building permits for residential structures, and a subdivision improvements agreement and appropriate collateral will be required to cover the costs of any required noise barriers prior to platting."
- b. Section 2-01-10-01 provides new provisions in the County's Development Standards and Regulations that allow a minor amendment to any preliminary plat to be processed through the application for a final plat.
  - i. If the applicant chooses to request a minor amendment to the condition of approval for the preliminary plat through this application for a final plat, they will need to provide a formal letter and written description of the requested change that staff can share with the department's Director. The Director of the Community and Economic Development Department will take this description into consideration and provide a formal determination in order to describe how this minor amendment request must be processed.
  - ii. One of staff's considerations is that the alternative noise reduction proposals would likely mitigate the impacts of the nearby railroad and benefit the residents while they are indoors, but they would not have the same benefit for the residents while they are outdoors or in their backyards as a noise barrier wall would provide.
  - iii. Applicant should be aware that such a determination will likely require at least one additional public hearing with the Planning Commission or Board of County Commissioners. Normally, final plats only require consent calendar approval without public hearings. The required public hearing(s) will determine if the amendment request is approved or denied.
  - iv. Applicant should also be aware that while they likely will not need to submit a new application or additional application fees, a neighborhood meeting or additional referrals may be required by the Director in order to receive feedback from the surrounding community or from applicable external referral agencies.

PLN2: Please see Xcel Energy's referral response indicating that the increased easement area has not been included as originally requested. Applicant should clarify if they are indeed working with an Xcel Designer for natural gas locations. If not, it may be in the applicant's best interest to reach out to the reviewer Donna George directly in order to resolve this issue and provide evidence of correspondence that Xcel Energy's requirements have been met. These outstanding requirements need to be confirmed before the Plat is finalized.

PLN3: Staff is waiting to receive referral comments from Adams County Fire Rescue in order to determine whether or not additional changes to the submitted Plat are required in order to provide for the emergency vehicle turnaround that is described through their original external agency referral letter. Staff will forward that response to the applicant as soon as it is received. If a response is not received shortly, then it may be in the applicant's best interest to reach out to the reviewer Carla Gutierrez directly in order to resolve this issue and provide evidence of correspondence that the Adams County Fire Rescue requirements have been met. These outstanding requirements need to be confirmed before the Plat is finalized.

**Commenting Division:** Development Engineering Review

**Resubmittal Required**

**Name of Reviewer:** Matt Emmens

**Email and Phone Number:** [MEmmens@adcogov.org](mailto:MEmmens@adcogov.org) / 720-523-6826

Please note. Applicant must respond to all comments. Any comments not responded to will remain open and delay scheduling of hearings/approvals.

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0584H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for any work, including minor grading work, within the floodplain.

Applicant Response: **Ok**

County Comment: Comment Closed.

ENG2: Property is in Adams County MS4 Stormwater Permit area. Proposed site improvements will disturb more than one (1) acres of ground. A Stormwater Quality (SWQ) Permit is required. The applicant is required to prepare a Stormwater Management Plan (SWMP) using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000 (<http://www.adcogov.org/stormwater-quality-swq-permit-construction-activities>). Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or by email at [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org).

Applicant Response: **Submitted with Engineering.**

County Comment: The SWMP was received with the site construction plans. The SWMP has been forwarded on to Juliana Archuleta in the Public Works Department for review and issuance of the SWQ permit. The applicant will need to work with Ms. Archuleta too finalize the SWQ Permit.

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The

Development Review few can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

ENG9: Sustainable Development Practices Section **3-27-06-05-07-08:**

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;
6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;
7. A greywater recycling system.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

**Commenting Division:** Right-of-Way Review

**Complete**

**Name of Reviewer:** Holden Pederson

**Email and Phone Number:** [HPederson@adcogov.org](mailto:HPederson@adcogov.org) / 720-523-6847

All requested changes to the Plat have been provided through this application resubmittal.

**Commenting Division:** SIA Review 1 – Attorney

**Resubmittal Required**

**Name of Reviewer:** Christine Fitch

**Email and Phone Number:** [CFitch@adcogov.org](mailto:CFitch@adcogov.org) / 720-523-6352

For the most part, the substance of what is required was missing by the applicant in this agreement. Of note:

1. Collateral Amount
2. Cash-in-Lieu Amount
3. Description of improvements to be constructed

Please revise and send back for comment.

**Commenting Division:** SIA Review 1 – Finance

**Resubmittal Required**

**Name of Reviewer:** Krysti Stehle

**Email and Phone Number:** [KStehle@adcogov.org](mailto:KStehle@adcogov.org) / 720-523-6822

Once the contractor sends over the financial exhibits I will need to review them to make sure they are calculated correctly.

**Commenting Division:** Planner Review

**Resubmittal Required**

**Name of Reviewer:** Holden Pederson

**Email and Phone Number:** [HPederson@adcogov.org](mailto:HPederson@adcogov.org) / 720-523-6847

PLN1: Applicant has provided an updated noise study that proposes to construct a 10' tall sound barrier along the east property line that is adjacent to the railroad (with wings that would stretch 60' along the north and south property lines) in order to reduce the site's average dBA to 60.

- a. Section 5-03-02-05-01 states that, "noise barriers shall be installed prior to issuance of any building permits for residential, commercial, or industrial structures. A subdivision improvements agreement and appropriate collateral shall be required to cover the costs of any required noise barriers prior to platting." Applicant must include the appropriate information in the SIA in order to memorialize this commitment.
- b. Section 5-03-02-05 states that, "generally, noise barriers shall be constructed according to current Colorado Department of Transportation standards except as specifically modified by the standards below." Applicant must include details about the construction and materials within the SIA in order to ensure that it will be built to CDOT standards.
- c. Language in the SIA needs to state that the noise barrier will be installed prior to issuance of building permit applications. An estimate or exhibit should be included in order to describe the cost and required collateral.

PLN2: Section 5-03-02-05-05 provides guidance for barrier wall materials that are required by the County's Development Standards and Regulations, which must be confirmed by staff in addition to the CDOT standards. This section states that the "barrier should be constructed of materials which match the architecture of the buildings associated with the barrier. Brick, stone, or other masonry units should be used for fence columns or walls to add permanence and structure to site development. All barriers should be composed of durable materials and be maintenance free or require minimal maintenance. Wood privacy fences and railroad tie barriers are prohibited. Generally, barriers should be constructed of materials with an A-weighted transmission loss of at least twenty-five (25) dBA. Some materials meeting these specifications include masonry sandstone or concrete-fabricated sandstone (4-6" thick), brick (4-6" thick), concrete with a masonry finish (4-6" thick), stucco on metal lath (1" thick, 4" frame), or solid wood (4" thick)."

PLN3: Prior to finalizing this last component of the Planner Review, I would like to request feedback from CDOT and RTD in order to learn if they can provide additional guidance for construction standards or have any concerns about the proposed barrier wall materials. If the applicant would like, they can submit elevation drawings or a written description of the proposed barrier wall materials directly to me. I will send that information as well as the current noise study and its site plan that was provided for the location of the wall so that feedback is able to be received before the application is formally resubmitted. It generally takes 21 days for staff to receive external referral agency comments, but responses may be provided by CDOT and RTD sooner than that. This would help to avoid additional review time or additional changes to the proposal, as compared to external referral agency feedback being received after the application has already been resubmitted.

**Commenting Division:** Development Engineering Review

**Resubmittal Required**

**Name of Reviewer:** Matt Emmens

**Email and Phone Number:** [MEmmens@adcogov.org](mailto:MEmmens@adcogov.org) / 720-523-6826

Please note. Applicant must respond to all comments. Any comments not responded to will remain open and delay scheduling of hearings/approvals.

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0584H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for any work, including minor grading work, within the floodplain.

Applicant Response: Ok

**County Comment: Comment Closed.**

ENG2: Property is in Adams County MS4 Stormwater Permit area. Proposed site improvements will disturb more than one (1) acres of ground. A Stormwater Quality (SWQ) Permit is required. The applicant is required to prepare a Stormwater Management Plan (SWMP) using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000 (<http://www.adcogov.org/stormwater-quality-swq-permit-construction-activities>). Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or by email at [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org).

Applicant Response: Submitted with Engineering.

County Comment: The SWMP was received with the site construction plans. The SWMP has been forwarded on to Juliana Archuleta in the Public Works Department for review and issuance of the SWQ permit. The applicant will need to work with Ms. Archuleta too finalize the SWQ Permit.

Applicant Response: *Submitted with Engineering Review, working with Juliana Archuleta on SWQ Permit. (3/2/21)*

**County Comment: The SWMP and SWQ permit are currently under review but, not yet approved. No construction plans will be issued until the SWQ has been issued.**

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

Applicant Response: **\*\*No response Received.**

County Comment: Applicant must respond to all comments.

Applicant Response: *Civil Plans and reports have been submitted for review and approval as required. Ready to pay fees upon approval. (3/2/21)*

County Comment: The construction document have been received and are under review. The construction documents are not ready for approval yet.

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: Submitted with Engineering Review. Noted improvements of curb, gutter and sidewalk. Traffic Study previously submitted (3/2/21)

County Comment: The applicant will be required to pay fee's-in-lieu for the required roadway improvements. The draft SIA does include language for payment of the fee's-in-lieu. Comment Closed.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: Noted, SIA resubmittals as part of resubmittal process. (3/2/21)

County Comment: The SIA has been received and is under review. See comments specific to the SIA. The SIA is not yet approved.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: Noted (2/8/21)

County Comment: Comment closed.

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: **Noted** (2/8/21)

County Comment: Comment closed.

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:

All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
2. Minimization of Directly Connected Impervious Area (MDCIA),
3. Green Infrastructure (GI),
4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
5. Use of vegetation, soils, and roots to slow and filter stormwater runoff.
6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.



7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: Roofs are disconnected from storm sewers. There are no storm sewers on the project. All runoff is directed across landscaping or directly into a water quality feature. (2/8/21)

County Comment: The disconnected roof drains and use of Rain Gardens is sufficient to meet these requirements. Comment closed.

ENG9: Sustainable Development Practices Section **3-27-06-05-07-08:**

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;
6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;
7. A greywater recycling system.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: **OK** (3/2/21)

- New duplexes will be constructed to meet IECC requirements as a base point. (2/8/21)
- Studying renewable energy features for project. (3/2/21)
- This project implements rain gardens and disconnected stormwater facilities. (3/2/21)
- Roof will not be green roof, the roof will have additional insulation properties. (3/2/21)
- A grey water system was not included with this project. (3/2/21)

County Comment: The County asks that the applicant make a reasonable effort to meet the Sustainable Development Practices requirements. Comment Closed.

**Commenting Division:** SIA Review 1 – Attorney

**Resubmittal Required**

**Name of Reviewer:** Christine Fitch

**Email and Phone Number:** [CFitch@adcogov.org](mailto:CFitch@adcogov.org) / 720-523-6352

Comments included as attached "County Attorney SIA Redlines." Additional comments included as part of the "Engineering SIA Comments" on page 7 of this packet.

**Commenting Division:** SIA Review 1 – Finance

**Resubmittal Required**

**Name of Reviewer:** Krysti Stehle

**Email and Phone Number:** [KStehle@adcogov.org](mailto:KStehle@adcogov.org) / 720-523-6822

Comments included as attached "Finance SIA Comments."



PLT2020-00036/SIA2020-00023  
Decatur 14 Subdivision  
Subdivision Improvements Agreement Review Comments  
from Engineering

ENG1: The applicant will be paying fee's-in-lieu for the required roadway improvements and will need to post surety to ensure the completion of the onsite drainage improvements. The surety should be shown in paragraph 6 "Guarantee of Compliance". Currently the Fee's in Lieu are listed in paragraph 6.

ENG2: The surety for the 'Guarantee of Compliance' must include the cost of the two rain gardens, their outfall structures/features, the sound wall, and an additional 20% for administration and 5% per year for each year the development is under construction.

ENG3: Paragraph 9.A should not include the items for public roadway improvements as these improvements will be constructed by the County as part of a Capital Improvements Project. This section should only include the rain gardens, their outfalls and the sound wall.

ENG4: The Exhibit B needs to be revised to only include the costs for the public and drainage improvements that surety will be posted for. This exhibit should also include a plan showing what those improvements are.

ENG5: Exhibit C needs to include the costs for public improvements for which fee's-in-lieu will be paid. This exhibit should also include a plan view showing what and where those improvements are.

**Commented [CF1]:** Fee-in-lieu should be paragraph 4 and those should be the required roadway improvements that we are taking cash for due to the Decatur Street CIP.

Surety for drainage improvements should be in paragraph 6 where we take collateral to ensure that the stormwater improvements and wall are completed.

**Commented [CF2]:** See my comments on the SIA for exhibits.

**Commented [CF3]:** I think we agree on this one 😊

PLT2020-00036  
Decatur 14 Subdivision  
Engineering Review Comments  
3<sup>rd</sup>

Please note. Applicant must respond to all comments. Any comments not responded to will remain open and delay scheduling of hearings/approvals.

ENG1: Flood Insurance Rate Map – FIRM Panel # (08001C0584H), Federal Emergency Management Agency, March 5, 2007. According to the above reference, the project site is partially located within a delineated 100-year flood hazard zone; A floodplain use permit will be required for any work, including minor grading work, within the floodplain.

-Applicant Response: Ok

-County Comment: Comment Closed.

ENG2: Property is in Adams County MS4 Stormwater Permit area. Proposed site improvements will disturb more than one (1) acres of ground. A Stormwater Quality (SWQ) Permit is required. The applicant is required to prepare a Stormwater Management Plan (SWMP) using the Adams County ESC Template, and obtain both a County SWQ Permit and State Permit COR400000 (<http://www.adcogov.org/stormwater-quality-swq-permit-construction-activities>). Builder/developer is responsible for adhering to all the regulations of Adams County Ordinance 11 regarding illicit discharge.

The applicant should contact Juliana Archuleta, the County's Stormwater Program Manager, to inquire about obtaining a SWQ Permit. Ms. Archuleta can be contacted at 720-523-6869 or by email at [mjarchuleta@adcogov.org](mailto:mjarchuleta@adcogov.org).

Applicant Response: Submitted with Engineering.

County Comment: The SWMP was received with the site construction plans. The SWMP has been forwarded on to Juliana Archuleta in the Public Works Department for review and issuance of the SWQ permit. The applicant will need to work with Ms. Archuleta too finalize the SWQ Permit.

Applicant Response: *Submitted with Engineering Review, working with Juliana Archuleta on SWQ Permit. (3/2/21)*

-Applicant Response: Will Comply

-County Comment: No construction permits can be issued until the SWQ permit has been issued. This comment to remain open until the Construction plans are preliminarily approved.

ENG3: Prior to scheduling the final plat/FDP BOCC hearing, the developer is required to submit for review and receive approval of all construction documents (construction plans and reports). Construction documents shall include, at a minimum, onsite and public improvements construction plans, drainage report, traffic impact study. All construction documents must meet the requirements of the Adams County Development Standards and Regulations. The developer shall submit to the Adams County Development Review Engineering division the following: Engineering Review Application, Engineering Review Fee, two (2) copies of all construction documents. The development review fee for an Engineering Review is dependent on the type of project and/or the size of the project. The Development Review fee can be found in the Development Services Fee Schedule, located on the following web page: <http://www.adcogov.org/one-stop-customer-center>.

-Applicant Response: \*\*No response Received.

-County Comment: Applicant must respond to all comments.  
-Applicant Response: *Civil Plans and reports have been submitted for review and approval as required. Ready to pay fees upon approval. (3/2/21)*  
-County Comment: The construction documents have been received and are under review. The construction documents are not ready for approval yet.  
-Applicant Response: Still Waiting on comments  
-County Comment: Applicant is trying to work out a storm drainage issue. This comment to remain open until the issue is resolved and the plans can be approved.

ENG4: The developer is required to construct roadway improvements adjacent to the proposed site. Roadway improvements will consist of curb, gutter and sidewalk adjacent to the site and, any roadway improvements as required by the approved traffic impact study.

-Applicant Response: \*\*No response Received.  
-County Comment: Applicant must respond to all comments.  
-Applicant Response: Submitted with Engineering Review. Noted improvements of curb, gutter and sidewalk. Traffic Study previously submitted (3/2/21)  
-County Comment: The applicant will be required to pay fee's-in-lieu for the required roadway improvements. The draft SIA does include language for payment of the fee's-in-lieu. Comment Closed.

ENG5: Prior to the issuance of any construction or building permits, the developer shall enter into a Subdivision Improvements Agreement (SIA) with the County and provide a security bond for all public improvements.

Applicant Response: \*\*No response Received.  
-County Comment: Applicant must respond to all comments.  
-Applicant Response: Noted, SIA resubmittals as part of resubmittal process. (3/2/21)  
-County Comment: The SIA has been received and is under review. See comments specific to the SIA. The SIA is not yet approved.  
-Applicant Response: Revised SIA attached.  
-County Comment: The SIA is under review. Comment specific to the SIA will be sent separately. This comment is closed.

ENG6: No building permits will be issued until all public improvements have been constructed, inspected and preliminarily accepted by the County's Transportation Dept.

-Applicant Response: \*\*No response Received.  
-County Comment: Applicant must respond to all comments.  
-Applicant Response: Noted (2/8/21)  
-County Comment: Comment closed.

ENG7: The developer is responsible for the repair or replacement of any broken or damaged section of curb gutter and sidewalk.

-Applicant Response: \*\*No response Received.  
-County Comment: Applicant must respond to all comments.  
-Applicant Response: **Noted** (2/8/21)  
-County Comment: Comment closed.

ENG8: LOW IMPACT DEVELOPMENT (LID) STANDARDS AND REQUIREMENTS Section 9-01-03-14:  
All construction projects shall reduce drainage impacts to the maximum extent practicable, and implement practices such as:

1. On-site structural and non-structural BMPs to promote infiltration, evapo-transpiration or use of stormwater,
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4. Preservation of natural drainage systems that result in the infiltration, evapo-transpiration or use of stormwater in order to protect water quality and aquatic habitat.
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6. Management of stormwater as a resource rather than a waste product by creating functional, attractive, and environmentally friendly developments.
7. Treatment of stormwater flows as close to the impervious area as possible.

LID shall be designed and maintained to meet the standards of these Regulations and the Urban Drainage and Flood Control District's Urban Storm Drainage Criteria Manual, Volume 3.

-Applicant Response: \*\*No response Received.

-County Comment: Applicant must respond to all comments.

-Applicant Response: Roofs are disconnected from storm sewers. There are no storm sewers on the project. All runoff is directed across landscaping or directly into a water quality feature. (2/8/21)

-County Comment: The disconnected roof drains and use of Rain Gardens is sufficient to meet these requirements. Comment closed.

#### ENG9: Sustainable Development Practices Section **3-27-06-05-07-08:**

To the maximum extent practicable, new buildings are encouraged to incorporate one or more of the following features:

1. Opportunities for the integration of renewable energy features in the design of buildings or sites, such as: solar, wind, geothermal, biomass, or low-impact hydro sources;
2. Energy-efficient materials, including recycled materials that meet the requirements of these regulations;
3. Materials that are produced from renewable resources;
4. Low-Impact Development (LID) stormwater management features;
5. A green roof, such as a vegetated roof, or a cool roof;
6. Materials and design meeting the U.S. Green Building Council's LEED-NC certification requirements;
7. A greywater recycling system.

Applicant Response: \*\*No response Received.

County Comment: Applicant must respond to all comments.

Applicant Response: **OK** (3/2/21)

- New duplexes will be constructed to meet IECC requirements as a base point. (2/8/21)
- Studying renewable energy features for project. (3/2/21)
- This project implements rain gardens and disconnected stormwater facilities. (3/2/21)
- Roof will not be green roof, the roof will have additional insulation properties. (3/2/21)
- A grey water system was not included with this project. (3/2/21)

-County Comment: The County asks that the applicant make a reasonable effort to meet the Sustainable Development Practices requirements. Comment Closed.

**From:** [Laura Garcia](#)  
**To:** [Layla Bajelan](#)  
**Subject:** RE: PLT2020-00036; SIA Review  
**Date:** Friday, August 6, 2021 2:42:50 PM  
**Attachments:** [PLT2020-00036.xlsx](#)

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Hi,

The collateral amount for item number 6 should be \$28,594.44. see the attached for the calculation. This is contingent on construction being completed within one year. If construction will take longer and additional 5% inflation will need to be added.

I can not comment on item number 4 cash in lieu. This should not be included in the same exhibit as the collateral.

Please let me know if you have any questions.

Thanks and have a great day.

New schedule: 7:00 am to 5:30 pm Tuesday through Friday.  
In the office on Wednesday and Thursday. Remote on Tuesday and Friday.

### **Laura Garcia**

General Accounting Manager, *Finance*  
4430 South Adams County Parkway, 4th floor, Suite C4228  
Brighton, CO 80601  
720.523.6239 | [Lgarcia@adcogov.org](mailto:Lgarcia@adcogov.org) | [adcogov.org](http://adcogov.org)

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**From:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>  
**Sent:** Friday, July 30, 2021 1:46 PM  
**To:** Laura Garcia <[LGarcia@adcogov.org](mailto:LGarcia@adcogov.org)>  
**Subject:** PLT2020-00036; SIA Review

Hi Laura,

Please find attached the 4<sup>th</sup> submittal for PLT2020-00036. I am taking this case over from Holden Pederson who is no longer with the County. I am not sure if you need to see this again, or not. I appreciate your review!

Thanks,

### **Layla Bajelan**

Long Range Planner II, *Community and Economic Development*  
ADAMS COUNTY, COLORADO

Quantity	Cost	Total	
15.00	192.00	2,880.00	
18.00	75.00	1,350.00	
1,198.00	8.00	9,584.00	
25.00	45.00	1,125.00	
159.00	45.00	7,155.00	
0.03	2,500.00	75.00	
21.00	25.00	525.00	22,694.00

Total	22,694.00	
20% admin	<u>4,538.80</u>	
Total	27,232.80	
5% inflation	<u>1,361.64</u>	
Total	<u><u>28,594.44</u></u>	collateral needed



# ADAMS COUNTY FIRE RESCUE FIRE PREVENTION BUREAU

7980 Elmwood Lane  
Denver, CO 80221  
P: (303) 539-6862  
E: fireprevention@acfpd.org

<b>Project:</b>	Decatur Subdivision Filing No. 1 - Final Plat	<b>Type:</b>	County Referral – PLT2020-00036
<b>Address:</b>	6642 Dacatur Street	<b>Date:</b>	11/24/20
<b>Reviewed By:</b>	Carla Gutierrez		

The following information provides guidance on general fire code requirements typically applicable to new development projects. However, please be aware that this list is NOT all encompassing. **It is the responsibility of the contractor to read this comment letter in its entirety and make sure that all requirements are satisfied.**

Comments in blue below are specific to the documents reviewed.

Comments in red below are specific to the documents reviewed and require a response.

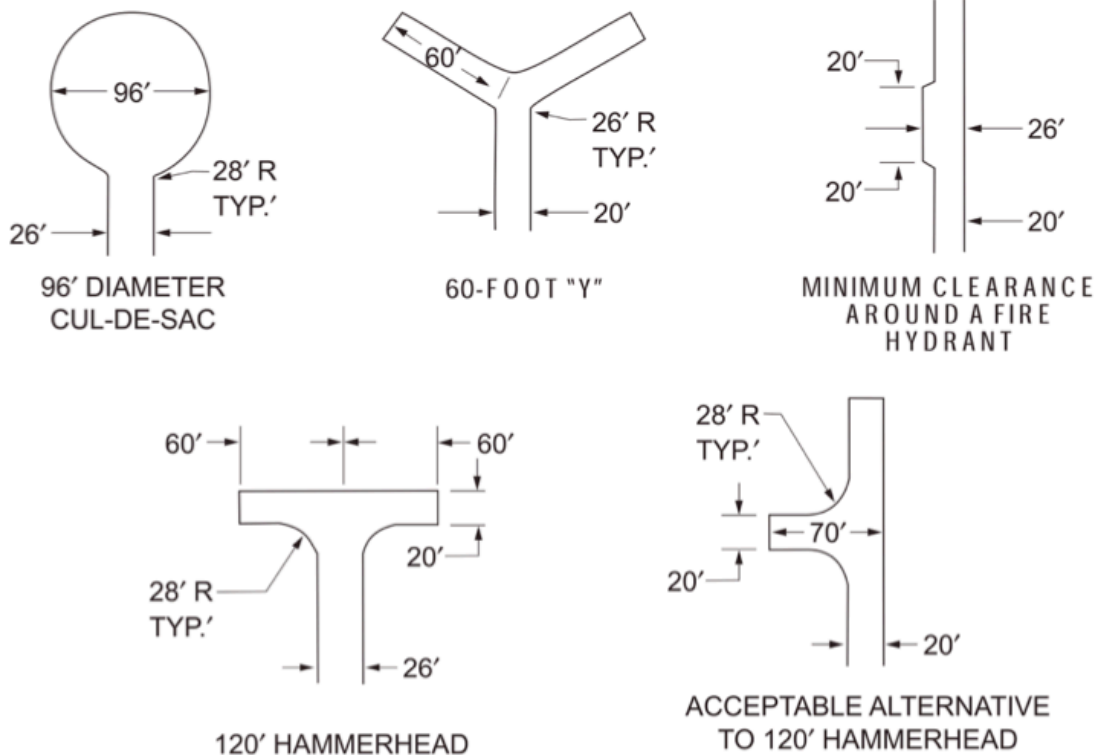
## General:

1. The 2018 International Fire Code is the current fire code adopted within the city and all development must be in compliance with its requirements. The 2018 IFC can be accessed online for free by going to <https://codes.iccsafe.org/public/document/IFC2018>. Amendments to this code can be located by going to [http://www.adcogov.org/sites/default/files/Ordinance%20No.%204\\_1.pdf](http://www.adcogov.org/sites/default/files/Ordinance%20No.%204_1.pdf).
2. Site and building design and construction shall be in accordance with the provisions of the 2018 International Fire Code (IFC) as adopted by Adams County. All construction shall be in accordance with IFC Chapter 33, *Fire Safety During Construction and Demolition*.
3. Please be aware that these comments are subject to change as more information is received or if there are changes to the plans during subsequent reviews.

## Access Requirements:

4. **Approved access roads must be constructed prior to any vertical construction and/or to combustible materials being delivered to the site**, whichever comes first. Temporary access roads are prohibited unless specifically approved by the Fire District. Fire apparatus access must be designed and maintained to support the imposed loads of fire apparatus (i.e. 85,000 lbs), and must have a surface that provides all-weather driving capabilities. Vehicle access shall be provided to within 150 feet of temporary or permanent fire department connections.
5. Fire apparatus access roads shall be a minimum of 24' wide or 26' when a hydrant is present or the building exceeds 30' in height. **Road width appears to meet min 24' requirements; however, no parking would be allowed on either side of the street and if there are hydrants added width needs to expand to 26'.**
6. Fire apparatus access roads shall be within 150' of all ground level exterior portions of the building.

7. Any dead-end fire apparatus access road in excess of 150' shall be provided with an approved turnaround. **The dimensions to the alternate hammerhead turnaround provided on the site appear to not meet min code requirements. Please look at the example below with measurement requirements.**



8. Any temporary construction or permanent security gates shall be a minimum of 24 feet and a no parking fire lane sign shall be posted on the gate. The gates shall also have a Knox key switch installed for emergency operation if automatic. For information on how to order this, please go to <https://www.acfpd.org/plan-submittals.html>.
9. New and existing buildings shall have approved address numbers, building numbers, or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Numbers shall be a minimum of 4 inches high with a minimum stroke width of 0.5 inch. Please be aware that the size of the number may need to be larger than 4 inches is not clearly visible from the street or road.
- A temporary sign must be provided if the permanent signage is not yet installed.

#### Fire Protection Water Supply and Hydrants:

10. **Water mains and all required hydrants shall be installed before the delivery of combustible materials to the site.** Hydrants shall be maintained operational at all times thereafter, unless alternate provisions for water supply are approved by the Fire District.



Any private fire service mains and fire hydrants and all fire sprinkler service lines shall be installed by a State of Colorado Licensed Fire Suppression System Contractor – Underground Contractor and meet the requirements of National Fire Protection Association Standard 24. Plans for the underground fire sprinkler service line shall be submitted for review and approval to ACFR. A current list of registered contractors can be found by going to <https://www.colorado.gov/dfpc/fire-suppression-system-contractors>. Once installed, all underground fire sprinkler service lines must be inspected by an ACFR inspector before covering. Attached is a guideline for the inspections required for an underground fire sprinkler service line.

11. Unobstructed access to fire hydrants shall be maintained at all times. Fire department personnel shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. A 3-foot (radius) clear space shall be maintained around the circumference of fire hydrants. Within that 6-foot diameter circle and within a 6-foot-wide path leading to the 4.5-inch outlet of a hydrant, vegetation shall be no higher than 4 inches above grade. The unobstructed vertical clearance within that 6-foot circle and 6-foot approach path shall not be less than 7 feet, unless otherwise approved by the Fire District.
12. The FDC for each building with a fire sprinkler system must be located within 150 feet of a fire hydrant.
13. A fire hydrant shall be located within 400' (unsprinklered building) or 600' (fully sprinkled building) of all ground level exterior portions of the building.
14. The number and distribution of fire hydrants is based on the required fire flow. You may refer to Appendix C of the 2018 IFC for guidance.

TABLE B105.1(1) REQUIRED FIRE FLOW FOR ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES			
FIRE-FLOW CALCULATION AREA (square foot)	AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
0–3,600	No automatic sprinkler system	1,000	1
3,601 and greater	No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2) at the required fire-flow rate
0–3,600	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	500	$\frac{1}{2}$
3,601 and greater	Section 903.3.1.3 of the <i>International Fire Code</i> or Section P2904 of the <i>International Residential Code</i>	$\frac{1}{2}$ value in Table B105.1(2)	1

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m.

**TABLE B105.1(2)**  
**REFERENCE TABLE FOR TABLES B105.1(1) AND B105.2**

FIRE-FLOW CALCULATION AREA (square feet)					FIRE FLOW (gallons per minute) <sup>b</sup>	FLOW DURATION (hours)
Type IA and IB <sup>a</sup>	Type IIA and IIIA <sup>a</sup>	Type IV and V-A <sup>a</sup>	Type IIB and IIIB <sup>a</sup>	Type V-B <sup>a</sup>		
0-22,700	0-12,700	0-8,200	0-5,900	0-3,600	1,500	2
22,701-30,200	12,701-17,000	8,201-10,900	5,901-7,900	3,601-4,800	1,750	
30,201-38,700	17,001-21,800	10,901-12,900	7,901-9,800	4,801-6,200	2,000	
38,701-48,300	21,801-24,200	12,901-17,400	9,801-12,600	6,201-7,700	2,250	
48,301-59,000	24,201-33,200	17,401-21,300	12,601-15,400	7,701-9,400	2,500	
59,001-70,900	33,201-39,700	21,301-25,500	15,401-18,400	9,401-11,300	2,750	
70,901-83,700	39,701-47,100	25,501-30,100	18,401-21,800	11,301-13,400	3,000	3
83,701-97,700	47,101-54,900	30,101-35,200	21,801-25,900	13,401-15,600	3,250	
97,701-112,700	54,901-63,400	35,201-40,600	25,901-29,300	15,601-18,000	3,500	
112,701-128,700	63,401-72,400	40,601-46,400	29,301-33,500	18,001-20,600	3,750	
128,701-145,900	72,401-82,100	46,401-52,500	33,501-37,900	20,601-23,300	4,000	4
145,901-164,200	82,101-92,400	52,501-59,100	37,901-42,700	23,301-26,300	4,250	
164,201-183,400	92,401-103,100	59,101-66,000	42,701-47,700	26,301-29,300	4,500	
183,401-203,700	103,101-114,600	66,001-73,300	47,701-53,000	29,301-32,600	4,750	
203,701-225,200	114,601-126,700	73,301-81,100	53,001-58,600	32,601-36,000	5,000	
225,201-247,700	126,701-139,400	81,101-89,200	58,601-65,400	36,001-39,600	5,250	
247,701-271,200	139,401-152,600	89,201-97,700	65,401-70,600	39,601-43,400	5,500	
271,201-295,900	152,601-166,500	97,701-106,500	70,601-77,000	43,401-47,400	5,750	
295,901-Greater	166,501-Greater	106,501-115,800	77,001-83,700	47,401-51,500	6,000	
—	—	115,801-125,500	83,701-90,600	51,501-55,700	6,250	
—	—	125,501-135,500	90,601-97,900	55,701-60,200	6,500	
—	—	135,501-145,800	97,901-106,800	60,201-64,800	6,750	
—	—	145,801-156,700	106,801-113,200	64,801-69,600	7,000	
—	—	156,701-167,900	113,201-121,300	69,601-74,600	7,250	
—	—	167,901-179,400	121,301-129,600	74,601-79,800	7,500	
—	—	179,401-191,400	129,601-138,300	79,801-85,100	7,750	
—	—	191,401-Greater	138,301-Greater	85,101-Greater	8,000	

For SI: 1 square foot = 0.0929 m<sup>2</sup>, 1 gallon per minute = 3.785 L/m, 1 pound per square inch = 6.895 kPa.

a. Types of construction are based on the *International Building Code*.

b. Measured at 20 psi residual pressure.

**TABLE B105.2**  
**REQUIRED FIRE FLOW FOR BUILDINGS OTHER THAN ONE- AND TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND TOWNHOUSES**

AUTOMATIC SPRINKLER SYSTEM (Design Standard)	MINIMUM FIRE FLOW (gallons per minute)	FLOW DURATION (hours)
No automatic sprinkler system	Value in Table B105.1(2)	Duration in Table B105.1(2)
Section 903.3.1.1 of the <i>International Fire Code</i>	25% of the value in Table B105.1(2) <sup>a</sup>	Duration in Table B105.1(2) at the reduced flow rate
Section 903.3.1.2 of the <i>International Fire Code</i>	25% of the value in Table B105.1(2) <sup>b</sup>	Duration in Table B105.1(2) at the reduced flow rate

For SI: 1 gallon per minute = 3.785 L/m.

a. The reduced fire flow shall be not less than 1,000 gallons per minute.

b. The reduced fire flow shall be not less than 1,500 gallons per minute.

**TABLE C102.1  
REQUIRED NUMBER AND SPACING OF FIRE HYDRANTS<sup>h</sup>**

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS	AVERAGE SPACING BETWEEN HYDRANTS <sup>a, b, c, f, g</sup> (feet)	MAXIMUM DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT <sup>d, f, g</sup>
1,750 or less	1	500	250
1,751–2,250	2	450	225
2,251–2,750	3	450	225
2,751–3,250	3	400	225
3,251–4,000	4	350	210
4,001–5,000	5	300	180
5,001–5,500	6	300	180
5,501–6,000	6	250	150
6,001–7,000	7	250	150
7,001 or more	8 or more <sup>e</sup>	200	120

For SI: 1 foot = 304.8 mm, 1 gallon per minute = 3.785 L/m.

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof.
- f. A 50-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 of the *International Fire Code*.
- g. A 25-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2 or 903.3.1.3 of the *International Fire Code* or Section P2904 of the *International Residential Code*.
- h. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

### Other Helpful Information:

15. Please be aware that the fire code does not specify building fire rating or set-back requirements. These are located within the building code and therefore are out of our scope. This preliminary review does not approve anything covered under the building code. These requirements need to be verified with the County's Building and Planning Departments.
16. Please be aware that we are a separate entity from the County and anytime you submit to the county, you will need to submit to us separately utilizing a dropbox that you will be set up with.
17. The following reviews and permits are often needed for new development projects:
  - a. Site Development and Water Plans
    - i. Civil Plans
    - ii. Utility Plans
    - iii. Autoturn Exhibit (use attached apparatus specifications)
  - b. New Construction Building Plans
    - i. Architectural
    - ii. MEP
  - c. Fire Protection System Plans
    - i. Fire Alarm

ii. Fire Sprinkler

18. Site development plans must be reviewed and approved before plans for all buildings and fire protection systems are submitted to us for review and permitting. All fees (permit and impact) shall be paid at time of permit pick-up.



## Turning Performance Analysis

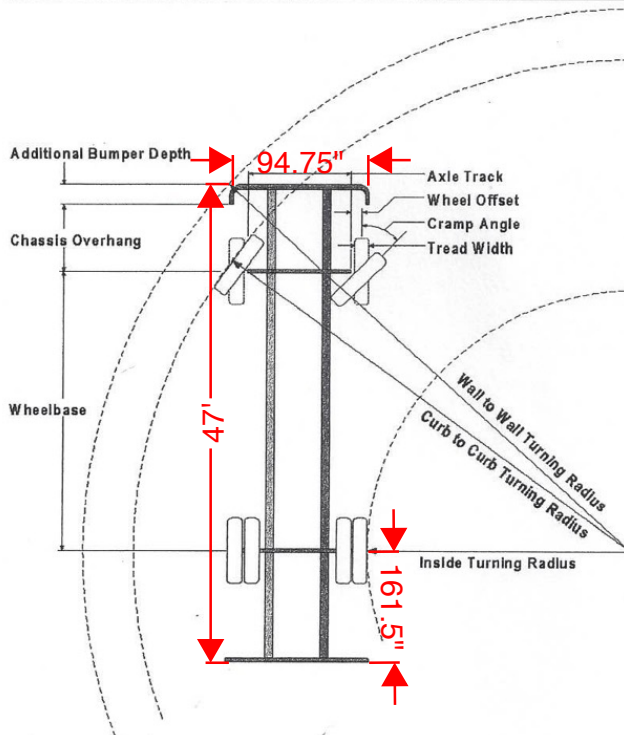
09/28/2017

Bid Number: 593

Department: Adams County Fire Rescue

Chassis: Arrow XT Chassis, PAP, PUC

Body: Aerial, Platform 100', PUC, Alum Body



### Parameters:

Inside Cramp Angle:	40°
Axle Track:	82.92 in.
Wheel Offset:	5.30 in.
Tread Width:	17.50 in.
Chassis Overhang:	68.99 in.
Additional Bumper Depth:	16.00 in.
Front Overhang:	84.99 in.
Wheelbase:	277.50 in.

### Calculated Turning Radii:

Inside Turn:	26 ft. 5 in.
Curb to curb:	42 ft. 8 in.
Wall to wall:	49 ft. 0 in.

### Comments:

#### Other Notes:

The front bumper extends 16 inches from the face of the cab.

The width is 19' with outriggers fully extended.

Angle of approach & departure: 15 degree

Category Description:	OptionID:	Option Description:
Axle, Front, Custom	0090913	Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Qtm/AXT/DCF
Wheels, Front	0019618	Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot
Tires, Front	0582746	Tires, Front, Goodyear, G296 MSA, 445/65R22.50, 20 ply
Bumpers	0606536	Bumper, 16" Extended, Steel Painted, Arrow XT
Aerial Devices	0592931	Aerial, 100' Pierce Platform, 50 MPH Wind Rating, 150lb Tip Load Allowance

### Notes:

Actual inside cramp angle may be less due to highly specialized options.

Curb to Curb turning radius calculated for 9.00 inch curb.

## Underground Fire Sprinkler Service Line Requirements

When installing an underground fire sprinkler system service line in our jurisdiction, the installing contractor shall be responsible for the following:

1. Notifying the authority having jurisdiction and the owner's representative of the time and date testing is to be performed
2. Performing all required acceptance tests below and completing and signing the contractor's material and test certificate(s)
  - **Visual:** All underground piping and joints must be uncovered and exposed, with labeling of the pipe legible from grade. All thrust blocks will be visually inspected and must be uncovered and exposed to grade. Depth of bury of the pipe shall be measured and verified. All ductile iron, retaining rods, and other non-plastic components shall be externally coated for corrosion and poly wrapped.
  - **Hydrostatic Test:** Underground piping will have to have passed the visual inspection first. The hydrostatic test will be at 200 psi or at 50 psi in excess of the system working pressure, whichever is greater, and shall maintain that pressure  $\pm 5$  psi for 2 hours. Testing to be from the gate valve to the top of the spigot. Pressure loss shall be determined by a drop in gauge pressure or visual leakage. Only liquid filled gauge rated for over 200 PSI will be accepted. Time stamped picture of the gauge will need to be provided to the inspector to show when pressure was put on the line.
  - **Flush:** Underground piping, from the water supply to the system riser, and lead-in connections to the system riser shall be completely flushed before connection is made to downstream fire protection system piping. This flush needs to be witnessed by ACFR staff. The flushing operation shall be continued for a sufficient time to ensure thorough cleaning. The minimum rate of flow shall be not less than one of the following:
    - Hydraulically calculated water demand rate of the system, including any hose requirements
    - Maximum flow rate available to the system under fire conditions
    - Flow necessary to provide a velocity of 10 ft/sec (preferred method)

Underground Pipe Size (in)	Required Flow Rate (gpm)	Hose/Pipe Sizes					
		2½"	3"	4"	5"	6"	8"
4	390	1	1	1	-	-	-
6	880	2	2	1	1	1	-
8	1560	4	3	2	1	1	1
10	2440	6	4	3	2	1	1
12	3520	8	6	4	2	2	1

Provision shall be made for the proper disposal of water used for flushing or testing. A mechanical method of securing the discharge flushing line(s), (like a Hose Monster, tube hitch adapter/Pipe Vice shall be used). The flushing discharge line shall be mechanically secured. The inspection will be failed immediately if the flushing line is not mechanically secured and creates a dangerous atmosphere. A diffuser attached to the end of the flushing line should be utilized.

- **Pitot Test:** The contractor shall provide all equipment required to take a pitot reading to ensure that all street or isolation valves are open, and the required flow for base of riser is available.
3. After the riser has been flushed and hydrostatically tested, a blank cover shall be installed /secured to cover any/ all open-end risers.

**From:** [Carla Gutierrez](#)  
**To:** [Holden Pederson](#)  
**Subject:** Re: Request for Comments: PLT2020-00036 Decatur Subdivision Filing No. 1 - Final Plat  
**Date:** Thursday, January 21, 2021 4:58:05 PM

---

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

Good afternoon Holden,

Sorry for the late response to the assigned review. Our comments have been addressed and there are no outstanding issues.

Thank you!

*Carla Gutierrez*

Adams County Fire Rescue  
7980 Elmwood Lane  
Denver, CO 80221  
O: 303-539-6862



**From:** [Lisa Culpepper](#)  
**To:** [Holden Pederson](#)  
**Subject:** RE: Request for Comments: PLT2020-00036 Decatur Subdivision Filing No. 1 - Final Plat  
**Date:** Tuesday, November 3, 2020 10:34:19 AM  
**Attachments:** [image002.png](#)

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-0- Due (until 01/2021). Thank you, Holden!

Very truly yours,

*LISA L. CULPEPPER, JD*  
*TREASURER & PUBLIC TRUSTEE*

**“DOING ONLY THAT WHICH THE LAW REQUIRES IS BARELY DOING THE MINIMUM. DO MORE.”**

PLEASE NOTE: I'm not at my desk for much of the day due to operational requirements in other areas of the office and building. IF I DO NOT RESPOND WITHIN TWO (2) HOURS, PLEASE CALL THE OFFICE. THANK YOU!

Adams County Treasurer & Public Trustee  
4430 S. Adams County Pkwy.  
Brighton, CO 80601  
Direct: 720.523.6162 | Office: 720-523-6160  
[www.adcotax.com](http://www.adcotax.com)  
Mon. – Fri. 7am-5pm



Adams County Mission

To responsibly serve the Adams County Community with integrity and innovation.

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Holden Pederson](#)  
**Cc:** [David Dixon - CDOT](#)  
**Subject:** Re: Request for Comments: PLT2020-00036 Decatur Subdivision Filing No. 1 - Final Plat  
**Date:** Thursday, November 19, 2020 10:19:27 AM

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

Holden,

I have reviewed the referral for the Decatur Subdivision Filing No. 1 - Final Plat. This will create seven lots for a duplex development (14 homes) located at 6642 Decatur Street. This development is off the state highway system and we have no objections to this final Plat.

Thank you for the opportunity to review this referral.

**Steve Loeffler**

Permits Unit- Region 1



P [303.757.9891](tel:303.757.9891) | F [303.757.9886](tel:303.757.9886)  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

**From:** [McConnell, John](#)  
**To:** [Holden Pederson](#)  
**Subject:** Request for Comments: PLT2020-00036 Decatur Subdivision Filing No. 1 - Final Plat  
**Date:** Tuesday, November 3, 2020 3:04:05 PM

---

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

Holden,

Thanks for allowing us to review and comment on this referral. The City of Westminster has no comments or concerns regarding this application.

Kind regards,  
John

**John McConnell, AICP** | Principal Planner  
City of Westminster Community Development  
V: 303.658.2474



4800 West 92<sup>nd</sup> Avenue, Westminster, CO 80031  
Monday – Thursday, 7am to 6pm (Closed Friday)

Visit [eTRAKit](#) online to apply for projects and permits,  
submit plans, make payments and schedule inspections

PLEASE NOTE: City Hall remains closed to the public as the City of Westminster continues to support efforts to lessen the spread of COVID-19 (coronavirus). No reopening date has been established at this time. City Hall Staff members are available to serve you in a remote capacity and will interact with you via email during the closure. Thank you for your understanding and patience. We look forward to serving you.

## External Agency Referral Comments:



January 16, 2020

Holden Pederson, Planner I  
Adams County Community & Economic Development Department  
Transmission via email: [hpederson@adco.gov](mailto:hpederson@adco.gov)

Re: 6642 Decatur Subdivision  
Case No. PRC2019-00018  
Part of the SE ¼ of Sec. 5, T 3S, R 68W, 6<sup>th</sup> P.M.  
Water Division 1, Water District 7

Dear Holden Pederson:

We have reviewed the January 13, 2020 proposal to subdivide a 2.2-acre parcel known as Lot 1, Lynn Peterson Subdivision, into 7 lots for a duplex development and roadway vacation. The proposed use for this development is residential.

### Water Supply Demand

Proposed water uses and estimated water demand were not provided.

### Source of Water Supply

The proposed water source for this development was not provided. However, according to a letter dated July 8, 2019, the property can be served by the Crestview Water & Sanitation District ("District") subject to compliance with Denver Water's Operating Rules, Regulations, Engineering Standards, and applicable changes. This service is also subject to the District's ability to serve, rules and regulations, and applicable changes. This office has not received information that these requirements have been met by the applicant. The District is contracted as a distributor with Denver Water. This office considers Denver Water to be a reliable water source. There are no permitted wells on the subject property.

According to the stormwater drainage plan dated November 25, 2019, two detention ponds will be developed on the site. The applicant should be aware that unless the structure can meet the requirements of a "storm water detention and infiltration facility" as defined in Section 37-92-602(8), C.R.S., the structure may be subject to administration by this office. The applicant should review [DWR's Administrative Statement Regarding the Management of Storm Water Detention Facilities and Post-Wildland Fire Facilities in Colorado](#), to ensure that the notification, construction and operation of the proposed structures meet statutory and administrative requirements. The applicant is encouraged to use [Colorado Stormwater Detention and Infiltration Facility Notification Portal](#) to meet the notification requirements.

### State Engineer's Office Opinion

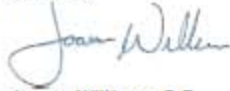
Based upon the above and pursuant to Section 30-28-136(1)(h)(I) and Section 30-28-136(1)(h)(II), C.R.S., it is our opinion that the proposed water supply is adequate and can be provided without causing injury to decreed water rights, as long as the District is committed to supply water to the lots.



1313 Sherman Street, Room 821, Denver, CO 80203 P 303.866.3581 [www.colorado.gov/water](http://www.colorado.gov/water)  
Jared S. Polis, Governor | Dan Gibbo, Executive Director | Kevin G. Rein, State Engineer/Director

If you, or the applicant, have any questions please contact Wenli Dickinson at 303-866-3581 ext. 8206 or at [wenli.dickinson@state.co.us](mailto:wenli.dickinson@state.co.us).

Sincerely,

A handwritten signature in cursive script, appearing to read "Joanna Williams".

Joanna Williams, P.E.  
Water Resources Engineer

Ec: Subdivision file no. 26930

**From:** [Dickinson - DNR, Wenli](#)  
**To:** [Holden Pederson](#)  
**Cc:** [Joanna Williams - DNR](#)  
**Subject:** Re: Request for Comments: PLT2020-00036 Decatur Subdivision Filing No. 1 - Final Plat  
**Date:** Thursday, November 5, 2020 9:56:54 AM  
**Attachments:** [Decatur Subdivision - DWR comments.pdf](#)

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

Dear Holden Pederson,

We have reviewed the case and since the water supply has not changed, our comments have not changed. Attached is the letter we provided January 16, 2020 on the water supply plan for your reference. Please let me know if you have any questions.

Sincerely,

Wenli Dickinson  
Water Resource Engineer



P 303.866.3581 x8206  
1313 Sherman St, Suite 821, Denver, CO 80203  
[wenli.dickinson@state.co.us](mailto:wenli.dickinson@state.co.us) | [dwr.colorado.gov](http://dwr.colorado.gov)



November 24, 2020

Holden Pederson  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: 6642 Decatur Street Final Plat, PLT2020-00036  
TCHD Case No. 6612

Dear Mr. Pederson,

Thank you for the opportunity to review and comment on Final Plat in order to create seven lots for a duplex development located at 6642 Decatur Street. Tri-County Health Department (TCHD) staff previously reviewed the application for the Preliminary Plat in a letter dated January 22, 2020 with the following comments. TCHD has no further comments.

**Community design to support walking and bicycling**

Because chronic diseases related to physical inactivity and obesity now rank among the country's greatest public health risks, TCHD encourages community designs that make it easy for people to include regular physical activity, such as walking and bicycling, in their daily routines. Because research shows that the way we design our communities can encourage regular physical activity, TCHD strongly supports community plans that incorporate pedestrian and bicycle amenities that support the use of a broader pedestrian and bicycle network.

In order to promote walking and bicycling through this development, TCHD encourages the applicant to consider the inclusion of the following as they design the community.

- A system of sidewalks, bike paths and open space trail networks that are well-designed and well-lit, safe, and attractive so as to promote bicycle and pedestrian use.
- Bicycle and pedestrian networks that provide direct connections between destinations in and adjacent to the community.
- Where public transportation systems exist, direct pedestrian access should be provided to increase transit use and reduce unnecessary vehicle trips, and related vehicle emissions. The pedestrian/bicycle networks should be integrated with the existing and future transit plans for the area.

- Streets that are designed to be pedestrian/bike friendly and to reduce vehicle and pedestrian/bicycle fatalities.
- Bicycle facilities and racks are provided in convenient locations.

Healthy building design standards:

Building design can impact health in several ways including through the materials used and the amount of volatile organic compounds (VOCs) or other harmful chemicals that they contain, the air and water quality, the amount of daylight available, and even by encouraging physical activity and social interaction. TCHD encourages the applicant to consider incorporating design standards into the development to ensure a health-promoting environment. The applicant could pursue building certifications such as LEED, WELL Building Standard, Certified Healthy, or Living Building Challenge.

Sidewalks:

Designers of active living communities typically recommend that sidewalks be a minimum of clear width of five (5) feet, the space needed for two people to walk comfortably side by side, with a buffer area like a tree lawn between the sidewalk and the street. TCHD encourages the use of detached sidewalks of at least 5 feet in width throughout the development.

Neighborhoods best encourage residents to walk and/or bicycle as part of their daily routine when they contain a system of well-designed sidewalks and trails that connect with destinations in and adjacent to the community. TCHD recommends the applicant provides sidewalk throughout the development.

Connections to Transit and Nearby Trail:

Communities that promote walking, bicycling and transit trips can also help protect air quality by reducing vehicle trips and related emissions. TCHD supports projects that address the needs of groups (e.g., seniors, the disabled) who cannot or do not drive. Transit-friendly developments can make it easier for these groups to access services and to maintain connections within the community, which can also have health benefits. The site location appears to be about half a mile from the Westminster Station, via Little Dry Creek Trail TCHD recommends that the applicant provides onsite pedestrian facilities to facilitate walking between the site and the light rail station, and to encourage use of the trail. TCHD recommends the applicant provide a sidewalk along Decatur Street.

**Radon**

Radon is a naturally occurring radioactive gas that is present at high levels in all parts of Colorado due to the presence of uranium in the soil. Radon can enter homes and long-term exposure causes lung cancer. In order to prevent radon from infiltrating the home, TCHD recommends designing new homes so that they are radon resistant. This includes laying a barrier beneath the flooring system, installing a gas-tight venting pipe



from the gravel level through the roof, and sealing and caulking the foundation thoroughly. More information regarding radon and radon-resistant construction techniques can be found here: <https://www.epa.gov/radon/building-new-home-have-you-considered-radon>.

#### **Noise – Site Location**

Regular exposure to elevated sound levels can have a negative impact on both physical and mental health by increasing the risk of stress, hearing impairment, hypertension, ischemic heart disease, and sleep disturbance. Due to the site location's directly adjacent to the Light Rail B-Line, the proposed project may be subjected to elevated noise levels. TCHD recommends that the applicant consider how noise mitigation measures could aid in the mitigation of nuisance noises. These measures could include setbacks, sound walls, vegetative barriers, construction design, operational practices, or similar measures.

Please feel free to contact me at 720-200-1537 or [pmoua@tchd.org](mailto:pmoua@tchd.org) if you have any questions about TCHD's comments.

A handwritten signature in black ink, appearing to read 'Pang Moua', with a stylized, flowing script.

Sincerely,

Pang Moua, MPP  
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



**Right of Way & Permits**

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

November 23, 2020

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

Attn: Holden Pederson

**Re: Decatur Subdivision Filing No. 1, Case # PLT2020-00036**

Public Service Company of Colorado's (PSCo) Right of Way & Permits Referral Desk has reviewed the plat for **Decatur Subdivision F1** and requests that the 24-foot wide PRIVATE ACCESS DRIVE INGRESS/EGRESS & UTILITY EASEMENT is increased by 6-feet on the north and south sides within the lots in order to accommodate natural gas main distribution facilities.

The property owner/developer/contractor must complete the application process for any new natural gas or electric service, or modification to any existing facilities via [xcelenergy.com/InstallAndConnect](http://xcelenergy.com/InstallAndConnect). It is then the responsibility of the developer to contact the Designer assigned to the project for approval of design details. Additional easements may need to be acquired by separate document for new facilities.

As a safety precaution, PSCo would like to remind the developer to call the Utility Notification Center by dialing 811 for utility locates prior to construction.

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

**From:** [George, Donna L](#)  
**To:** [Holden Pederson](#)  
**Subject:** RE: Decatur Subdivision Filing No. 1 - 2nd referral, Case # PLT2020-00036  
**Date:** Tuesday, January 19, 2021 9:21:26 AM

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

Hi Holden,

I wonder WHO at Xcel they coordinated with, since I do not see an increased easement area as requested.

If they are already working with an Xcel Designer, particularly for natural gas locations, I have no further comment than to have the applicant continue working with this person.

Regards,

**Donna George**

**Xcel Energy**

Right of Way and Permits Referral Processor

1123 West 3<sup>rd</sup> Avenue

Denver, CO 80223

**O: 303-571-3306**

working from home for the foreseeable future...

[donna.l.george@xcelenergy.com](mailto:donna.l.george@xcelenergy.com)

Visit our website for more information about installing and connecting service with Xcel Energy -

[xcelenergy.com/InstallAndConnect](https://xcelenergy.com/InstallAndConnect)

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## Request for Comments

Case Name: Decatur Subdivision Filing No. 1 - Final Plat  
Case Number: PLT2020-00036

November 3, 2020

The Adams County Community and Economic Development Department is requesting comments on the following application: **Major Subdivision Final Plat in order to create seven lots for a duplex development.** This request is located at 6642 DECATUR ST. The Assessor's Parcel Number is 0182505403020.

Applicant Information: LEGER PROPERTY GROUP LLC  
LEGER PROPERTY GROUP LLC  
400 S BROADWAY  
303 S BROADWAY STE 200-350  
DENVER, CO 802091558

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by **11/24/2020** 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 [HPederson@adcogov.org](mailto:HPederson@adcogov.org).

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

Thank you for your review of this case.

Holden Pederson  
Planner II

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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



Referral Listing  
Case Number PLT2020-00036  
Decatur Subdivision Filing No. 1 - Final Plat

Agency	Contact Information
Adams County Attorney's Office	Christine Fitch 4430 S Adams County Pkwy Brighton CO 80601 720-523-6352 CFitch@adcogov.org
Adams County CEDD Addressing	Mark Alessi PLN 720.523.6837 malessi@adcogov.org
Adams County CEDD Development Services Engineer	Dev't. Services Engineering 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6800
Adams County CEDD Right-of-Way	Mark Alessi 4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6837 malessi@adcogov.org
Adams County Community & Economic Development Department	Gina Maldonado 4430 S. Adams County Pkwy Brighton CO 80601 720-523-6823 gmaldonado@adcogov.org
Adams County Community Safety & Wellbeing, Neighborhood Services	Gail Moon  4430 S. Adams County Pkwy. Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County Construction Inspection	Gordon .Stevens 4430 S. Adams County Pkwy Brighton CO 80601 720-523-6965 gstevens@adcogov.org
Adams County Development Services - Building	Justin Blair 4430 S Adams County Pkwy Brighton CO 80601 720-523-6825 JBlair@adcogov.org

Agency	Contact Information
Adams County Fire Protection District	Carla Gutierrez 7980 Elmwood Ln. Denver CO 80221 303-539-6862 cgutierrez@acfpd.org
Adams County Parks and Open Space Department	Marc Pedrucci 303-637-8014 mpedrucci@adcogov.org
Adams County Parks and Open Space Department	Aaron Clark (303) 637-8005 aclark@adcogov.org
Adams County Sheriff's Office	Rick Reigenborn (303) 654-1850 rreigenborn@adcogov.org
Adams County Sheriff's Office	- - 303-655-3283 CommunityConnections@adcogov.org
Adams County Treasurer	Lisa Culpepper 4430 S. Adams County Pkwy. Brighton CO 80601 720.523.6166 lculpepper@adcogov.org
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029
CITY OF WESTMINSTER	Rita McConnell 4800 W 92ND AVE. WESTMINSTER CO 80031 303-658-2093 planning@cityofwestminster.us
CITY OF WESTMINSTER	Andy Walsh 4800 W 92nd Avenue WESTMINSTER CO 80031 303-658-2563 awalsh@cityofwestminster.us
COLO DIV OF WATER RESOURCES	Joanna Williams OFFICE OF STATE ENGINEER 1313 SHERMAN ST., ROOM 818 DENVER CO 80203 303-866-3581 joanna.williams@state.co.us
COLORADO DEPT OF TRANSPORTATION	Steve Loeffler 2000 S. Holly St. Region 1 Denver CO 80222 303-757-9891 steven.loeffler@state.co.us

Agency	Contact Information
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COLORADO DIVISION OF WILDLIFE	Serena Rocksund 6060 BROADWAY DENVER CO 80216 3039471798 serena.rocksund@state.co.us
COLORADO GEOLOGICAL SURVEY	Jill Carlson 1500 Illinois Street Golden CO 80401 303-384-2643 CGS_LUR@mines.edu
Colorado Geological Survey: CGS_LUR@mines.edu	Jill Carlson Mail CHECK to Jill Carlson 303-384-2643 CGS_LUR@mines.edu
COMCAST	JOE LOWE 8490 N UMATILLA ST FEDERAL HEIGHTS CO 80260 303-603-5039
Crestview Water & Sanitation	Patrick Stock 7145 Mariposa St PO Box 21299 Denver CO 80221-0299 303-430-1660 PatrickStock@crestviewwater.net
GOAT HILL	SHARON WHITEHAIR 2901 W 63RD AVE SP:0047 DENVER CO 80221 720 480-2831 sharonwhitehair@gmail.com
METRO WASTEWATER RECLAMATION	CRAIG SIMMONDS 6450 YORK ST. DENVER CO 80229 303-286-3338 CSIMMONDS@MWRD.DST.CO.US
NS - Code Compliance	Kerry Gress kgress@adcogov.org 720.523.6832 kgress@adcogov.org
Pomponio Terrace Metropolitan District	Zachary White 2154 E. Commons Avenue, #2000 Centennial CO 80122 0 zwhite@wbapc.com

Agency	Contact Information
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United States Postal Service	Arlene Vickrey 303-853-6644 Arlene.A.Vickrey@usps.gov
United States Postal Service	Jason Eddleman 303-853-6025 Jason.G.Eddleman@usps.gov
WESTMINSTER FIRE DEPT.	CAPTAIN DOUG HALL 9110 YATES ST. WESTMINSTER CO 80031 303-430-2400 x4542 dhall@ci.westminster.co.us
WESTMINSTER SCHOOL DISTRICT #50	Jackie Peterson 7002 Raleigh Street WESTMINSTER CO 80030 720-542-5100 jpeterson@adams50.org
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com
Xcel Energy	Donna George 1123 W 3rd Ave DENVER CO 80223 303-571-3306 Donna.L.George@xcelenergy.com



2661 W 65TH PLACE LLC  
PO BOX 1500  
ARVADA CO 80001-1500

BUSTAMANTE FRANCISCO JR AND  
SANTILLANO NATIVIDAD S MORALES  
2885 W 65TH PL UNIT A  
DENVER CO 80221-2244

2812 W 66TH LLC  
C/O DEERWOODS REAL ESTATE MANAGEMENT  
510 E 51ST AVE  
DENVER CO 80216-2091

CARDEL HOMES US LIMITED PARTNERSHIP  
9110 E NICHOLS AVE STE 120  
CENTENNIAL CO 80112-3451

6606-6640 N FEDERAL BL LLC  
21521 MAIN AVE  
GOLDEN CO 80401

CARDEL WESTMINSTER TOWNHOMES LLC  
9110 E NICHOLS AVE STE 120  
CENTENNIAL CO 80112-3451

ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

CITY OF WESTMINSTER  
4800 W 92ND AVE  
WESTMINSTER CO 80030-6399

ALVAREZ JAIME  
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DENVER CO 80221

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NORTHGLENN CO 80233-1002

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OUR LADY OF VISITATION  
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DENVER CO 80210

CRESTVIEW WATER AND SANITATION DISTRICT  
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ARCHULETA JOSEPH AND  
ARCHULETA KATY E  
2621 W 65TH PLACE  
DENVER CO 80221

DEEMS RICHARD AND  
MS KARRON  
1284 W 6TH AVE  
BROOMFIELD CO 80020-1802

BENNETT DAWN D  
2885 W 65TH PLACE NO. B  
DENVER CO 80221

ESPERANZA HOLDING COMPANY LLC  
1123 SANTA FE DR  
DENVER CO 80204-3543

BPI WESTMINSTER LLC  
2880 BRYANT ST  
DENVER CO 80211-4223

JAIME EDI S AND  
JAIME SANDRA V  
1146 S KENDALL CT  
LAKEWOOD CO 80232-5751

BURKEY MANAGEMENT COMPANY  
12021 PENNSYLVANIA ST STE 102  
THORNTON CO 80241-3151

LEGER PROPERTY GROUP LLC  
303 S BROADWAY STE 200-350  
DENVER CO 80209-1558

LOPEZ SERBULA M AND  
LOPEZ TOBIAS DAVID  
2710 W 66TH PL  
DENVER CO 80221-2218

OLIVAS GREGORY K  
13475 FAIRPLAY ST  
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OROZCO MARIA V  
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MARTINEZ DAMARIS  
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AURORA CO 80013-3949

POMPONIO TERRACE HOLDINGS LLC  
ATTN JAMES R MERLINO  
9110 E NICHOLS AVE SUITE 120  
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MATLACK ANTHONY W  
6660 DECATUR  
DENVER CO 80221

RAMOS ROSEMARY  
2833 W 65TH PL  
DENVER CO 80221-2250

MIDTOWN FACILITY LLC  
6465 GREENWOOD PLAZA BLVD STE 700  
CENTENNIAL CO 80111-7103

ROBINSON JAMES E AND  
ROBINSON SHARON A  
8225 W 67TH PL  
ARVADA CO 80004-3386

MONTOYA TROY E  
6665 DECATUR ST  
DENVER CO 80221-2227

RSM INVESTMENT CO LLC  
1770 E 69TH AVE  
DENVER CO 80229

MOWINSKI DAN AND  
LIKENS KIMBERLY  
2581 W 66TH PL  
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SALVATION ARMY THE  
PO BOX 2369  
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3185 W HAWTHORNE PL  
DENVER CO 80221

SOTO JESUS E AND  
SOTO LETICIA A  
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DENVER CO 80249-7171

NEW DIRECTION IRA VANNA ROBBINS IRA  
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LOUISVILLE CO 80027

STRONG CAPITAL V LP  
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DALLAS TX 75206

OLIVAS DENNIS L  
7060 AVRUM DRIVE  
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TWO FUSES LLC  
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U-STORE-IT LP  
PTA USI NO. 769  
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ALEXANDRIA VA 22320

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VERHEY JANETTE M  
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CADOW MORGAN AND  
CADOW ERIC  
OR CURRENT RESIDENT  
6726 CANOSA ST  
DENVER CO 80221-2372

VERHEY RICHARD J/JANETTE M/RICHARD J  
VERHEY JANETTE M  
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CARTER GRETCHEN AND  
CARTER MICHAEL  
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6759 CANOSA ST  
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WELLS CHARLES J AND  
WELLS SHARON  
2580 W 66TH PL  
DENVER CO 80221-2214

CHAVEZ JUAN RICARDO  
OR CURRENT RESIDENT  
2555 W 65TH PL  
DENVER CO 80221-2201

WELLS CHARLES J AND  
WELLS SHARON L  
2580 W 66TH PL  
DENVER CO 80221-2214

CHRISTIE RICHARD LYLE AND  
CHRISTIE SUSAN MAE  
OR CURRENT RESIDENT  
6770 CANOSA ST  
DENVER CO 80221-2372

AGUILERA ANA CRYSTAL AND  
CARRILLO ANA LUISA  
OR CURRENT RESIDENT  
2853 W 67TH PL  
DENVER CO 80221-2225

COELHO JAMES R  
OR CURRENT RESIDENT  
2701 W 66TH PL  
DENVER CO 80221-2217

ANDREWS TRAVIS R AND  
NEWMAN JENNIFER A  
OR CURRENT RESIDENT  
6758 CANOSA ST  
DENVER CO 80221-2372

CONNER KEVIN  
OR CURRENT RESIDENT  
6734 CLAY ST  
DENVER CO 80221-2337

ARCHULETA JOSEPH AND  
ARCHULETA KATY E  
OR CURRENT RESIDENT  
2621 W 65TH PLACE  
DENVER CO 80221

CRYNES TAMMY  
OR CURRENT RESIDENT  
6712 CLAY ST  
DENVER CO 80221-2337

BARRIOS MIGUEL GUERRERO AND  
RAMIREZ SILVIA LOPEZ  
OR CURRENT RESIDENT  
2820 W 67TH PL  
DENVER CO 80221-2226

DECKER RYAN B AND  
DAVIDSON KELLY R  
OR CURRENT RESIDENT  
6748 CANOSA ST  
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BENNETT DAWN D  
OR CURRENT RESIDENT  
2885 W 65TH PLACE NO. B  
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DUGUAY JOHN J AND  
DUGUAY MERYL M  
OR CURRENT RESIDENT  
6672 CANOSA ST  
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DURAN BONIFACIO E AND  
DURAN ANNETTE D  
OR CURRENT RESIDENT  
2792 W 66TH PL  
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HERRMANN ALEXANDER S AND  
SCHERLIN TREVOR B  
OR CURRENT RESIDENT  
6746 CLAY ST  
DENVER CO 80221-2337

EQUITY TRUST COMPANY  
OR CURRENT RESIDENT  
2841 W 66TH PL  
DENVER CO 80221-2219

INSKEEP CHARLES C AND  
INSKEEP CLAUDETTE M  
OR CURRENT RESIDENT  
2620 W 66TH PL  
DENVER CO 80221-2218

FAIRBANKS LINDA M AND  
TRUJILLO RAYMOND G  
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2760 W 66TH PLACE  
DENVER CO 80221

KELLOGG EUGENE D  
OR CURRENT RESIDENT  
2700 W 66TH PLACE  
DENVER CO 80221

FORD ALBERT J  
OR CURRENT RESIDENT  
2840 W 67TH PL  
DENVER CO 80221-2226

LOPEZ JOSEPH AND LOPEZ TOBIAS D AND  
LOPEZ SERBULA M  
OR CURRENT RESIDENT  
2710 W 66TH PL  
DENVER CO 80221-2218

FRAZIER GARY W  
OR CURRENT RESIDENT  
2703 W 66TH PL  
DENVER CO 80221-2217

LUND ROBERT JEFFREY AND  
LUND LAUREN LEIGH  
OR CURRENT RESIDENT  
6680 CANOSA ST  
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GADGIL MILIND AND  
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MARQUEZ SUZANNA M  
OR CURRENT RESIDENT  
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OR CURRENT RESIDENT  
2740 W 66TH PL  
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MARQUEZ JAMES VICTOR AND  
MARQUEZ LISA K  
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OR CURRENT RESIDENT  
2850 W 66TH PL  
DENVER CO 80221-2220

MATA JOSE  
OR CURRENT RESIDENT  
2816 W 66TH PL  
DENVER CO 80221-2220

NICKELS MALISHA AND  
NICKELS ROBERT  
OR CURRENT RESIDENT  
6690 CANOSA ST  
DENVER CO 80221-2371

MATLACK CODY C AND  
MATLACK NICHOLE  
OR CURRENT RESIDENT  
2680 W 66TH PL  
DENVER CO 80221-2218

NIXON GEORGE AND  
NIXON JESSI  
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6658 CANOSA ST  
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OR CURRENT RESIDENT  
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PISNOY IGOR ALEKSEYEVICH AND  
HARRISON YOHANNA  
OR CURRENT RESIDENT  
6778 CLAY ST  
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MEDINA YESENIA MELENDEZ  
OR CURRENT RESIDENT  
2705 W 66TH PL  
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RAGSDALE KERRY L AND  
RAGSDALE RAMONA F  
OR CURRENT RESIDENT  
2803 W 66TH PL  
DENVER CO 80221-2219

MONTOYA TROY E  
OR CURRENT RESIDENT  
6665 DECATUR ST  
DENVER CO 80221-2227

RAIGOSA DANIEL SR AND  
RAIGOSA OLIVIA  
OR CURRENT RESIDENT  
2705 W 65TH PLACE  
DENVER CO 80221

MORENO ROLANDO  
OR CURRENT RESIDENT  
6685 DECATUR STREET  
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RAMOS ROSEMARY  
OR CURRENT RESIDENT  
2833 W 65TH PL  
DENVER CO 80221-2250

MORUA CHRISTIAN MICHEL MORALES  
OR CURRENT RESIDENT  
2520 W 66TH PL  
DENVER CO 80221-2214

ROJO LINDA LOU  
OR CURRENT RESIDENT  
2550 W 66TH PL  
DENVER CO 80221-2214

MOSES JONATHAN AND  
JURACEK ELLEN  
OR CURRENT RESIDENT  
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DENVER CO 80221-2372

ROTH JENNIFER  
OR CURRENT RESIDENT  
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MOWINSKI DAN AND  
LIKENS KIMBERLY  
OR CURRENT RESIDENT  
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DENVER CO 80221-2213

SANCHEZ AURELIO TORRES AND  
TORRES CHRISTINA V  
OR CURRENT RESIDENT  
2693 W 65TH PL  
DENVER CO 80221-2201

NEYENS EUGENE M  
OR CURRENT RESIDENT  
2570 W 66TH PL  
DENVER CO 80221-2214

SANTELLA DONNA LYNN  
OR CURRENT RESIDENT  
2681 W 66TH PL  
DENVER CO 80221-2217

ST ONGE MARY L  
OR CURRENT RESIDENT  
6722 CLAY ST  
DENVER CO 80221-2337

CURRENT RESIDENT  
2812 W 66TH PL APT 3  
DENVER CO 80221-2200

TIFFT WILLIAM L AND  
WHITE NANCY R  
OR CURRENT RESIDENT  
6771 CANOSA ST  
DENVER CO 80221-2372

CURRENT RESIDENT  
2812 W 66TH PL APT 4  
DENVER CO 80221-2200

VIGIL ODELIA  
OR CURRENT RESIDENT  
2650 W 66TH PL  
DENVER CO 80221-2218

CURRENT RESIDENT  
2812 W 66TH PL APT 5  
DENVER CO 80221-2200

WELLS CHARLES J JR AND  
WELLS SHARON  
OR CURRENT RESIDENT  
2580 W 66TH PLACE  
DENVER CO 80221

CURRENT RESIDENT  
2812 W 66TH PL APT 6  
DENVER CO 80221-2200

WEN T TAP AND LUCYANN C YAP REVOCABLE TRUST  
OR CURRENT RESIDENT  
6756 CLAY ST  
DENVER CO 80221-2337

CURRENT RESIDENT  
2531 W 65TH PL  
DENVER CO 80221-2201

WENDEL RYAN  
OR CURRENT RESIDENT  
6749 CANOSA ST  
DENVER CO 80221-2372

CURRENT RESIDENT  
2595 W 65TH PL  
DENVER CO 80221-2201

WILLIAMS CHRISTOPHER O AND  
WILLIAMS DEBORAH E  
OR CURRENT RESIDENT  
6766 CLAY ST  
DENVER CO 80221-2337

CURRENT RESIDENT  
2661 W 65TH PL  
DENVER CO 80221-2201

WOHLLEBER MAYLENE ANNE  
OR CURRENT RESIDENT  
2853 W 65TH PL  
DENVER CO 80221-2209

CURRENT RESIDENT  
2681 W 65TH PL  
DENVER CO 80221-2201

CURRENT RESIDENT  
2812 W 66TH PL APT 1  
DENVER CO 80221-2200

CURRENT RESIDENT  
2821 W 65TH PL  
DENVER CO 80221-2209

CURRENT RESIDENT  
2812 W 66TH PL APT 2  
DENVER CO 80221-2200

CURRENT RESIDENT  
2831 W 65TH PL  
DENVER CO 80221-2209

CURRENT RESIDENT  
2901 W 65TH PL  
DENVER CO 80221-2209

CURRENT RESIDENT  
2833 W 67TH PL  
DENVER CO 80221-2225

CURRENT RESIDENT  
2561 W 66TH PL  
DENVER CO 80221-2213

CURRENT RESIDENT  
2860 W 67TH PL  
DENVER CO 80221-2226

CURRENT RESIDENT  
2560 W 66TH PL  
DENVER CO 80221-2214

CURRENT RESIDENT  
2870 W 67TH PL  
DENVER CO 80221-2226

CURRENT RESIDENT  
2590 W 66TH PL  
DENVER CO 80221-2214

CURRENT RESIDENT  
2890 W 67TH PL  
DENVER CO 80221-2226

CURRENT RESIDENT  
2621 W 66TH PL  
DENVER CO 80221-2217

CURRENT RESIDENT  
6660 DECATUR ST  
DENVER CO 80221-2228

CURRENT RESIDENT  
2702 W 66TH PL  
DENVER CO 80221-2218

CURRENT RESIDENT  
2861 W 66TH PL APT A  
DENVER CO 80221-2229

CURRENT RESIDENT  
2704 W 66TH PL  
DENVER CO 80221-2218

CURRENT RESIDENT  
2861 W 66TH PL APT B  
DENVER CO 80221-2229

CURRENT RESIDENT  
2831 W 66TH PL  
DENVER CO 80221-2219

CURRENT RESIDENT  
2861 W 66TH PL APT C  
DENVER CO 80221-2229

CURRENT RESIDENT  
2881 W 66TH PL  
DENVER CO 80221-2219

CURRENT RESIDENT  
2621 W 65TH PL APT A  
DENVER CO 80221-2242

CURRENT RESIDENT  
2900 W 66TH PL  
DENVER CO 80221-2220

CURRENT RESIDENT  
2621 W 65TH PL APT B  
DENVER CO 80221-2242

CURRENT RESIDENT  
2885 W 65TH PL UNIT A  
DENVER CO 80221-2244

CURRENT RESIDENT  
6714 CANOSA ST  
DENVER CO 80221-2372

CURRENT RESIDENT  
2833 W 65TH PL UNIT A  
DENVER CO 80221-2251

CURRENT RESIDENT  
6736 CANOSA ST  
DENVER CO 80221-2372

CURRENT RESIDENT  
2833 W 65TH PL UNIT B  
DENVER CO 80221-2251

CURRENT RESIDENT  
6710 FEDERAL BLVD  
DENVER CO 80221-2626

CURRENT RESIDENT  
6640 FEDERAL BLVD UNIT A  
DENVER CO 80221-2253

CURRENT RESIDENT  
6728 FEDERAL BLVD  
DENVER CO 80221-2626

CURRENT RESIDENT  
6640 FEDERAL BLVD UNIT B  
DENVER CO 80221-2253

CURRENT RESIDENT  
6780 FEDERAL BLVD  
DENVER CO 80221-2626

CURRENT RESIDENT  
6640 FEDERAL BLVD UNIT C  
DENVER CO 80221-2253

CURRENT RESIDENT  
6790 FEDERAL BLVD  
DENVER CO 80221-2626

CURRENT RESIDENT  
6640 FEDERAL BLVD UNIT D  
DENVER CO 80221-2253

CURRENT RESIDENT  
6701 ZUNI ST  
DENVER CO 80221-2698

CURRENT RESIDENT  
6700 CLAY ST  
DENVER CO 80221-2337

CURRENT RESIDENT  
6700 CANOSA ST  
DENVER CO 80221-2372

CURRENT RESIDENT  
6705 CANOSA ST  
DENVER CO 80221-2372





## **PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Subdivision Improvements Agreement for Decatur Subdivision Filing No. 1 Final Plat
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; Layla Bajelan, Senior Long Range Planner
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Subdivision Improvements Agreement for Decatur Subdivision Final Plat, Filing No. 1, Case No. SIA2020-00023.

### **BACKGROUND:**

Sam Leger, on behalf of Decatur 14, LLC (Developer), is requesting a Major Subdivision Final Plat for the Decatur Subdivision, Filing No. 1. The final plat will create 7 lots and 4 nonresidential tracts.

The subject Subdivision Improvements Agreement (SIA) allows for the Developer to enter into a written agreement with the County to install public and/or private improvements, and to deed land for public purposes or right-of-way or submit cash-in-lieu.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Resolution Approving Application in Case #SIA2020-00023  
Subdivision Improvement Agreement  
Exhibit A - Subdivision Improvements Agreement  
Exhibit B - Subdivision Improvements Agreement  
Exhibit C - Subdivision Improvements Agreement

**FISCAL IMPACT:**

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

**Fund:****Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CASE #SIA2020-00023 SUBDIVISION IMPROVEMENTS  
AGREEMENT FOR DECATUR SUBDIVISION, FILING NO. 1 FINAL PLAT

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

WHEREAS, on May 24, 2022, the Board of County Commissioners, in Case No. PLT2020-00036, Decatur Subdivision Filing No. 1, approved a Final Plat to allow seven residential lots in the Residential-2 (R-2) zone district; and,

WHEREAS, Decatur 14, LLC (Developer) will provide collateral to meet the terms of the agreement prior to the issuance of any permit within the subdivision; and,

WHEREAS, the Adams County Community and Economic Development Department recommends approval of the attached Subdivision Improvements Agreement for Decatur Subdivision Filing No. 1, Case No. SIA2020-00023.

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

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

**SUBDIVISION IMPROVEMENTS AGREEMENT**

THIS AGREEMENT is made and entered into by and between the County of Adams, State of Colorado, hereinafter called "County," and DECATUR 14, LLC, a Colorado limited liability company, hereinafter called "Developer."

WITNESSETH:

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

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

WHEREAS, the County is planning a Capital Improvements Project on Decatur Street in the Goat Hill Neighborhood, and Developer shall provide cash-in-lieu rather than construct the improvements on said roadway.

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

1. **Engineering Services.** Developer shall furnish, at its own expense, all engineering and other services in connection with the design and construction of the improvements described and detailed on Exhibit "C" attached hereto, and by this reference made a part hereof.
2. **Drawings and Estimates.** The Developer shall furnish drawings and cost estimates for all improvements described and detailed on Exhibit "C" for approval by the County. Upon request, the Developer shall furnish one set of reproducible "as built" drawings and a final statement of construction costs to the County.
3. **Construction.** Developer shall furnish and construct, at its own expense and in accordance with drawings and materials approved by the County, the improvements described and detailed on Exhibit "C".
4. **Cash-in-Lieu.** Regarding the public improvements to be constructed by the County as reflected on Exhibit "B" hereto, Developer shall furnish to the County a cash escrow deposit with sufficient funds to make all cash-in-lieu payments required pursuant to this agreement and Developer will furnish evidence of such cash escrow deposit to the County. Said cash escrow deposit shall be sufficient to satisfy the cost of the improvements described in Exhibit "B" in the amount of \$27,354.00.
5. **Time for Completion.** Improvements shall be completed according to the terms of this agreement within "construction completion date" appearing in Exhibit "C". The Director of Community and Economic Development Department may for good cause grant extension of time for completion of any part or all of improvements appearing on said Exhibit "C". Any extension greater than 180 days is within the sole discretion of the Board of County Commissioners. All extensions of time must be in writing.
6. **Guarantee of Compliance.** Regarding the private improvements to be constructed by the Developer as reflected on Exhibit "C" hereto, Developer shall furnish to the County a cash escrow deposit or other acceptable collateral, releasable only by the County, to guarantee compliance with this agreement. Said collateral for Exhibit "C" shall be in the amount of \$43,754.00. Upon approval of the final plat and completion of said improvements constructed according to the terms of this agreement, and inspection of the improvements by the County, the collateral shall be released.

No building permits shall be issued until said collateral is furnished in the amount required and in a form acceptable to the Board of County Commissioners, and until the final plat has been approved and the improvements described in Exhibit "C" have been inspected by the County and found to be constructed in accordance with the plans approved by the County.

7. **Acceptance and Maintenance of Public Improvements.** [Not Applicable, no Public Improvements to be Constructed by the Developer]
8. **Successors and Assigns.** This agreement shall be binding upon the heirs, executors, personal representatives, successors, and assigns of the Developer, and shall be deemed a covenant running with the real property as described in Exhibit “A” attached hereto.
9. **Improvements and Dedication.** The undersigned Developer hereby agrees to provide the following improvements, and to dedicate described property.

A. **Improvements.**

Public Improvements: [Not Applicable, no Public Improvements to be constructed, Developer will provide Cash-in-Lieu]

Private Improvements: Private Improvements by the Developer shall be constructed in accordance with current Adams County Engineering Standards. Improvements include two rain gardens, riprap, pond walls, slotted curb and native see mix.

- B. **Public dedication of land for right-of-way purposes or other public purpose.** [Deleted as Inapplicable]
- C. **Noise Barriers.** Noise barriers shall be constructed according to current Colorado Department of Transportation standards, if any as may be applicable to this project. Details regarding construction and materials, as well as the cost of same and required collateral, are set forth on Exhibit “C” hereto. Those noise barriers which may be required shall be installed prior to issuance of building permit applications.

DECATUR 14, LLC, a Colorado limited liability company  
Developer

By: \_\_\_\_\_  
Sam Leger, as Manager

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Sam Leger, as Manager of DECATUR 14, LLC, a Colorado limited liability company.

My commission expires: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

APPROVED BY resolution at the meeting of \_\_\_\_\_, 20\_\_.

Collateral to guarantee compliance with this agreement and construction of private improvements to be constructed by the Developer shall be required in the amount of \$43,754.00. Regarding the public improvements to be constructed by the County, the Developer will be providing cash-in-lieu in the amount of \$27,354.00. No building permits shall be issued until said collateral and cash-in-lieu is furnished in the amount required and in a form acceptable to the Board of County

Commissioners and until the final plat has been approved and the improvements described in Exhibit “C” have been inspected by the County and found to be constructed in accordance with the approved plans.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

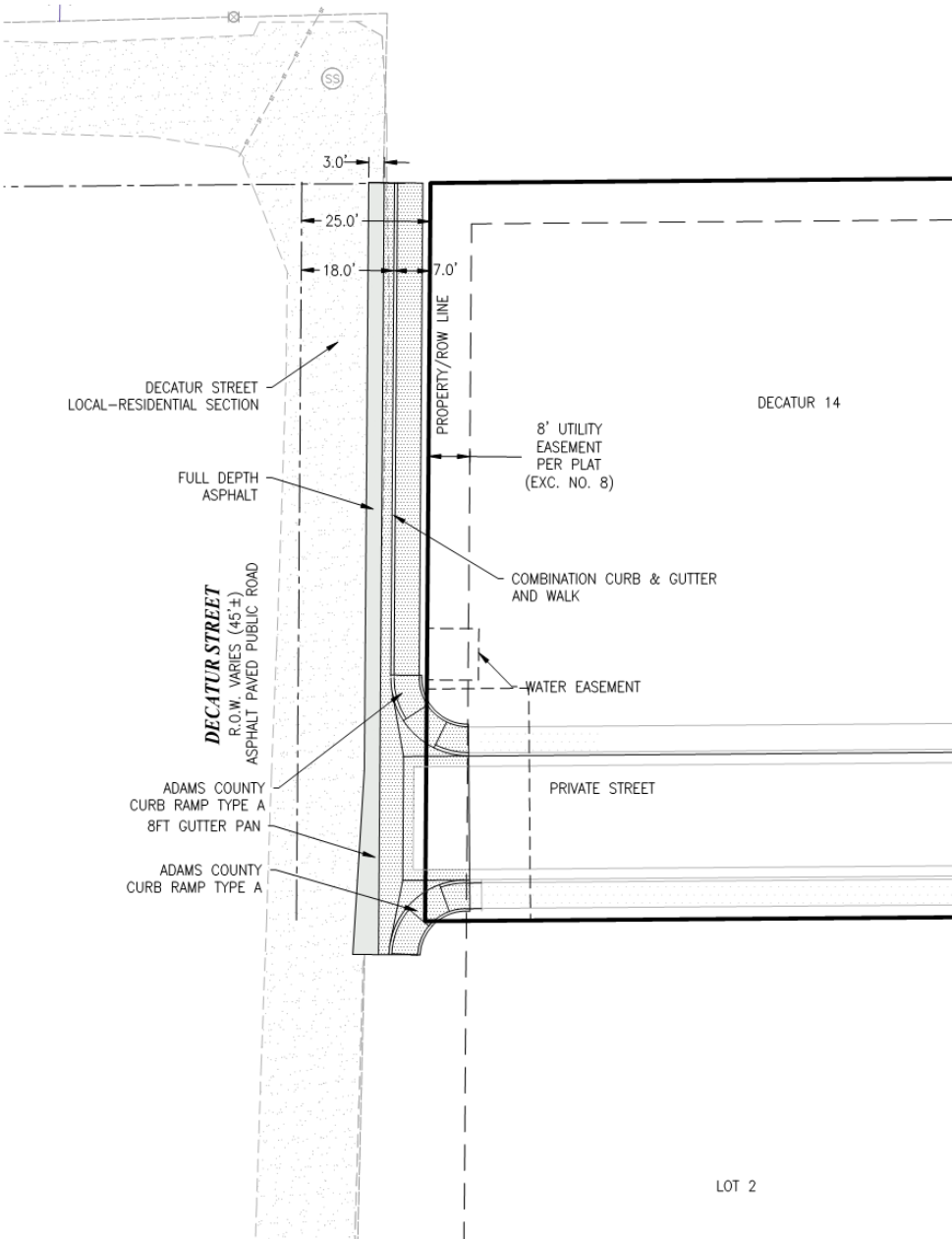
\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chair



EXHIBIT B

(Improvements to be Constructed by County)

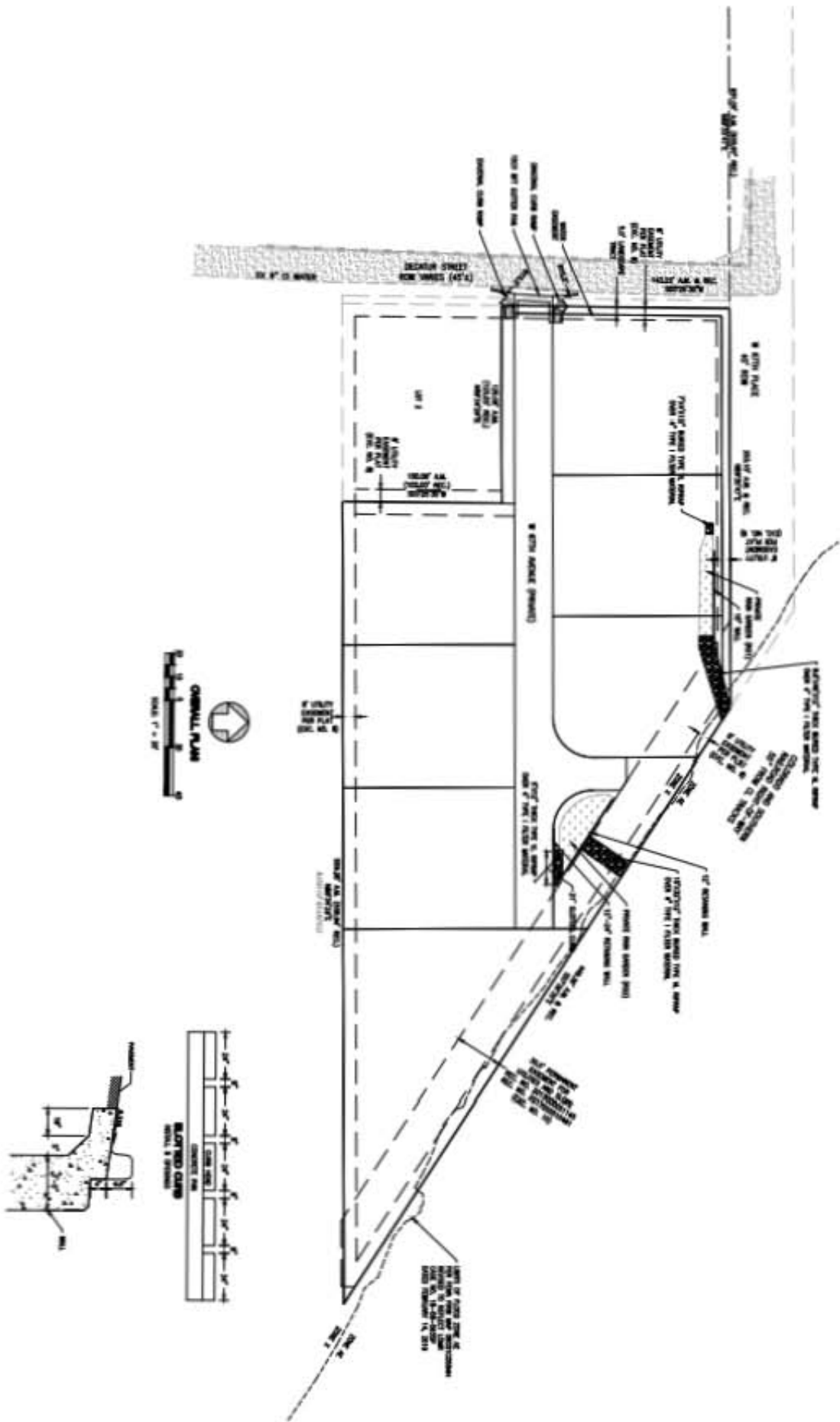


Public Improvements (Decatur Widening) By County

Item	Quantity	Unit	Unit Cost	Extended
Removal of Asphalt Mat	33	SY	\$ 8.00	\$ 264.00
Asphalt Widening	25	TONS	\$ 105.00	\$ 2,625.00
Curb and Gutter	105	LF	\$ 16.00	\$ 1,680.00
8 Ft. Gutter Pan	15	CY	\$ 192.00	\$ 2,880.00
Curb Ramps	18	SY	\$ 75.00	\$ 1,350.00
Sidewalk	525	SF	\$ 35.00	\$ 18,375.00
Subgrade Prep	60	SY	\$ 3.00	\$ 180.00
Subtotal				\$ 27,354.00
Total				\$ 27,354.00



**EXHIBIT C**  
Private Improvements by Developer





8 July 2021

Mr. Michael Noda  
Neo Studio Architecture  
3560 Walnut St., Unit A  
Denver, Colorado 80205

Page 1 of 3

Voice: 303-587-9920

RE: Train Noise Acoustical Assessment, Updated  
Noise Fence Requirements  
Decatur Subdivision Filing No. 1  
EDI Job # C-4315

Dear Mr. Noda:

Please find below an addendum to Engineering Dynamics, Inc. noise impact report for Decatur subdivision, shows the proposed noise fence elevations and EDI minimum design requirements for construction. The minimum design given below, will result in compliance with Adams County requirements, for this project.

Noise Fence Elevations – are shown in Figure 1. The important elevation requirement is the minimum 10-foot height of the sound attenuating portion of the fence. All these designs meet this requirement.

Noise Fence Construction – the noise fence can be constructed as shown in Figure 2.

If you have any questions, please contact me at our Englewood office.

Sincerely,  
ENGINEERING DYNAMICS, INC.

*Stuart D. McGregor*  
Stuart D. McGregor, P.E.  
President

Decatur Subdivision Filing No. 1 – Noise Fence Requirements  
8 July 2021  
Page 2 of 3

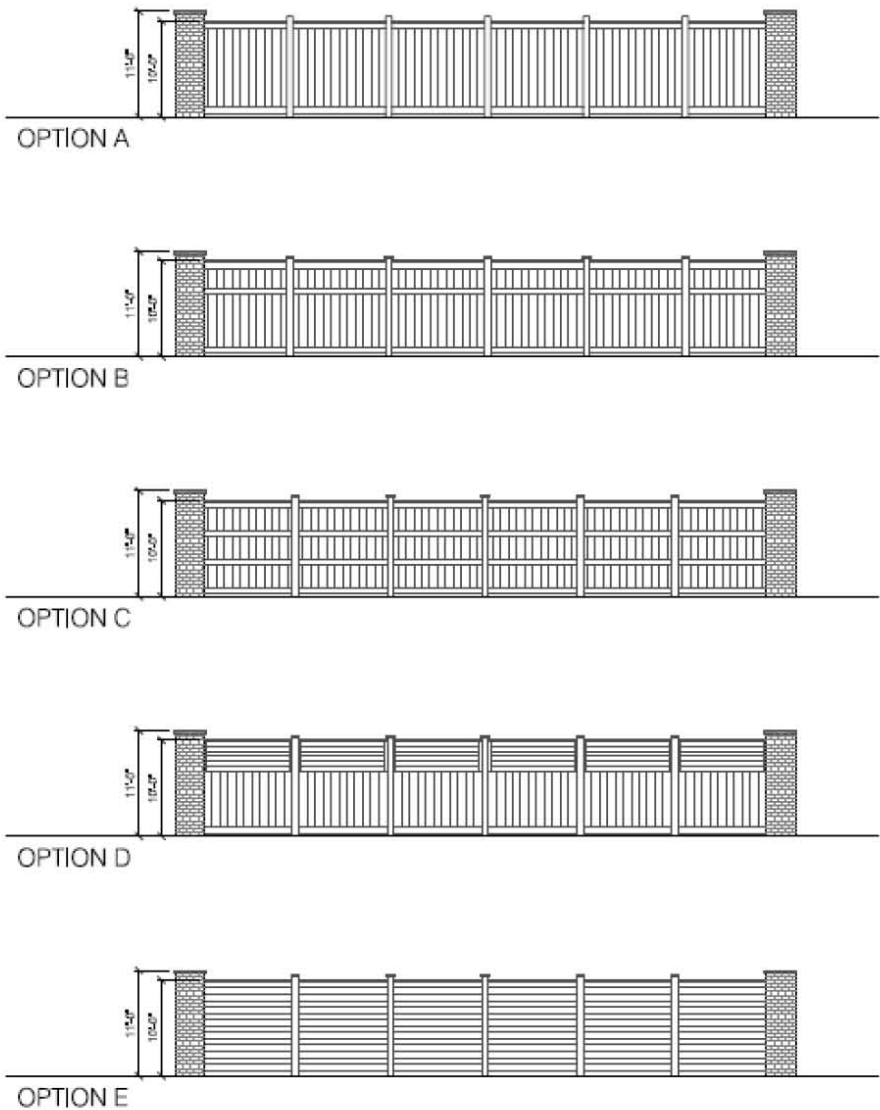


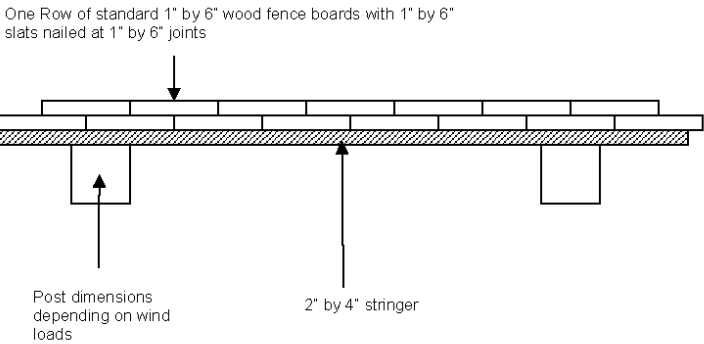
Figure 1: Proposed Noise Fence Elevations

Decatur Subdivision Filing No. 1 – Noise Fence Requirements  
8 July 2021  
Page 3 of 3

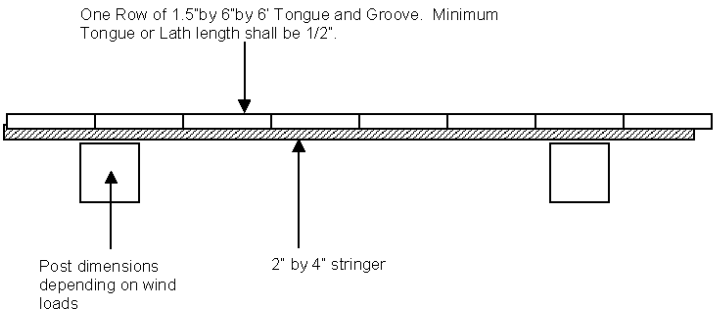


Figure 2:

Single Sided Wood Noise Wall Cross Section Design



Tongue and Groove Noise Wall Cross Section Design



3925 South Kalamath Street • Englewood, Colorado 80110 • 303.761.4367 • [www.engdynamics.com](http://www.engdynamics.com)

Construction Completion Date: August 25<sup>th</sup>, 2023

Initials or signature of Developer: \_\_\_\_\_  
\_\_\_\_\_

**Noise Barrier Fence Improvements by  
Developer**

Item	Quantity	Unit	Unit Cost	Extended
Fence Posts	15	EACH	\$ 750.00	\$ 11,250.00
Fence	561.6	LF	\$ 25.00	\$ 14,040.00
Subtotal				\$ 25,290.00
Total				\$ 25,290.00

**Public Improvements By Developer**

Item	Quantity	Unit	Unit Cost	Extended
Rain Garden	1198	CF	\$ 8.00	\$ 9,584.00
Type VL Riprap	25	CY	\$ 45.00	\$ 1,125.00
Pond Walls	159	SF	\$ 45.00	\$ 7,155.00
Native Seed Mix	0.03	AC	\$ 2,500.00	\$ 75.00
Slotted Curb	21	LF	\$ 25.00	\$ 525.00
Subtotal				\$ 18,464.00
Total				\$ 18,464.00

**Total Improvements By Developer** **\$ 43,754.00**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Sang Soo, LLC to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Sang Soo, LLC has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			\$

**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 SANG SOO, LLC, TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 7855 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Sang Soo, LLC (“Parcel 204”); and,

WHEREAS, Adams County requires ownership of the Parcel 204 for construction of the Project; and,

WHEREAS, Sang Soo, LLC has executed a Warranty Deed to convey Parcel 204 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Sang Soo, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



**WARRANTY DEED**

**THIS DEED**, dated this 23 day of August 2021, between Sang Soo, LLC, a Colorado limited liability company, whose address is 7855 York Street, Denver, CO 80229, 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 and in consideration of the sum of \$19,550.00, and 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.

Also known by street and number as: being a portion of 7855 York Street, Denver, CO 80229

Assessor's schedule or parcel number: part of 0171935103004

**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 enrolling 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 interests of record.

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.

**Owner:**

Sang Soo, LLC, a Colorado limited liability company

By: Lee Sangwoo

Print: Sang S Lee

Title: owner

STATE OF Colorado )

County of Adams ) §

The foregoing instrument was acknowledged before me this 23 day of August, 2021, by Sang Soo Lee, as Member of Sang Soo, LLC, a Colorado limited liability company.

Witness my hand and official seal  
My commission expires:

**JAWNIE SANDOVAL**  
Notary Public  
State of Colorado  
Notary ID # 20034019110  
My Commission Expires 07-20-2023

Jawnie Sandoval

Notary Public

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-204**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

DESCRIPTION

A tract or parcel of land No. RW-204 of Adams County Project Number IMP-3056-1603, containing 1,776 square feet, more or less, being the parcel of land described in the Quit Claim Deed recorded on July 29, 2021 at Reception # 2021000090692 of the records of the Adams County Clerk and Records Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 35, whence the East Line of the Northeast Quarter of Section 35 bears S00°12'25"W, a distance of 2632.49 feet; Thence S02°50'32"W, a distance of 1087.53 feet to the Southeast Corner of said Plot 4 and the **POINT OF BEGINNING**;

Thence S89°44'23"W along the Southerly boundary of said Plot 4, a distance of 24.24 feet;

Thence N07°27'39"E, a distance of 99.97 feet to a point on the Northerly boundary of said Plot 4;

Thence N89°45'26"E along the Northerly boundary of said Plot 4, a distance of 11.62 feet to a point on the easterly boundary of said Plot 4;

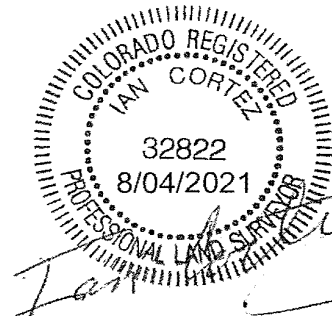
Thence S00°12'25"W along said Easterly boundary, a distance of 99.06 feet to the **POINT OF BEGINNING**.

Containing: 1,776 square feet, more or less.

Legal description prepared by:

Ian Cortez, PLS  
Colorado Professional  
Land Surveyor No. 32822  
For and on behalf of:  
Adams County, Colorado

Exhibit "B" attached and hereby made a part thereof.

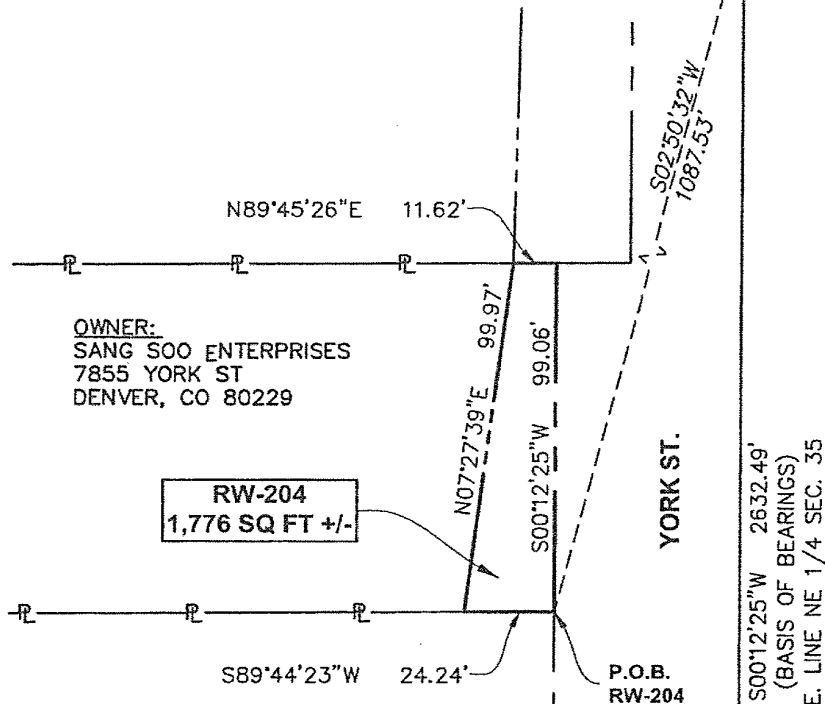


30.00' W.C. NE COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "30.00' W.C. JR ENG  
LS 25369 2000"

NE COR. SEC. 35  
(CALCULATED POSITION)  
P.O.C. RW-204

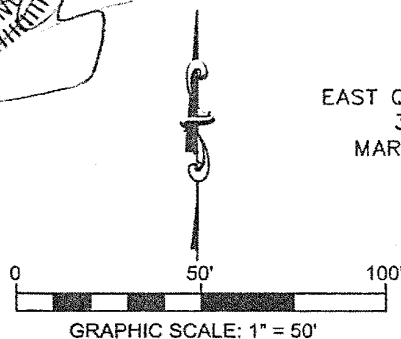
NE 1/4, NE 1/4  
SEC 35  
T2S; R68W 6TH P.M.

N89°26'42"E  
30.00'



COLORADO REGISTERED  
IAN CORTEZ  
32822  
8/04/2021  
PROFESSIONAL LAND SURVEYOR

EAST QUARTER COR. SEC. 35  
3-1/4" ALUMINUM CAP  
MARKED "PLS 6973 1993"



NOTE: THIS IS NOT A MONUMENTED SURVEY.  
IT IS INTENDED ONLY TO BE A GRAPHIC  
DEPICTION OF THE ATTACHED DESCRIPTION.



EXHIBIT "B"  
YORK ST - 78TH AVE TO 88TH AVE

RW-204	
SANG SOO ENTERPRISES	
File Name: Parcel 204	
Project No. IMP-3056-1603	
Print Date: 8/04/2021	Sheet: 2 of 2

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
SANG SOO, 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 24<sup>th</sup> day of March 2022, 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 Sang Soo, 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 Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 7855 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Sang Soo, LLC be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Carlos Arreola to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Carlos Arreola has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			\$

**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 CARLOS ARREOLA TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 7881 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Carlos Arreola (“Parcel 207”); and,

WHEREAS, Adams County requires ownership of the Parcel 207 for construction of the Project; and,

WHEREAS, Carlos Arreola has executed a Warranty Deed to convey Parcel 207 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Carlos Arreola, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000140797,  
 12/2/2021 at 8:42 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 1st day of December, 2021, between Carlos Arreola, whose address is 8571 Hope Court, Thornton, CO 80229, 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 and in consideration of the sum of \$14,220.00, and 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.

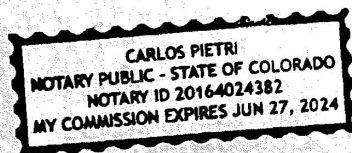
Also known by street and number as: being a portion of 7881 York Street, Denver, CO 80229  
 Assessor's schedule or parcel number: part of 0171935100053

**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 enrolling 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 interests of record.

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.



Owner: \_\_\_\_\_

By: \_\_\_\_\_

Print: Carlos Arreola

Title: Owner

STATE OF Colorado )  
 County of Adams ) §

The foregoing instrument was acknowledged before me this 1st day of December, 2021, by Carlos Arreola.

Witness my hand and official seal.

My commission expires: June 27, 2024

Carlos Pietri

Notary Public



Electronically Recorded RECEPTION#: 2021000140797,  
12/2/2021 at 8:42 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-207**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 35, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-207 of Adams County Project Number IMP-3056-1603, containing 574 square feet, more or less, being a portion of that parcel of land as described in a Warranty Deed, Recorded May 24, 2016, at Reception No. 2016000040220, of the records of the Adams County Clerk and Records Office, situated in the Northeast Quarter of Section 35 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 35 whence the East Line of the Northeast quarter of Section 35 bears S00°12'25"W a distance of 2632.49 feet;  
Thence S03°47'41"W a distance of 799.01 feet to the southeast corner of said parcel and the  
**POINT OF BEGINNING PARCEL RW-207;**

Thence S89°44'56"W along the southerly boundary of said parcel, a distance of 8.01 feet;  
Thence departing said southerly boundary N00°45'37"E a distance of 74.98 feet to a point on the northerly boundary of said parcel;  
Thence N89°44'56"E along the northerly boundary of said parcel a distance of 7.29 feet to a point on the easterly boundary of said parcel;  
Thence S00°12'25"W along said easterly boundary, a distance of 74.97 feet to the  
**POINT OF BEGINNING PARCEL RW-207.**

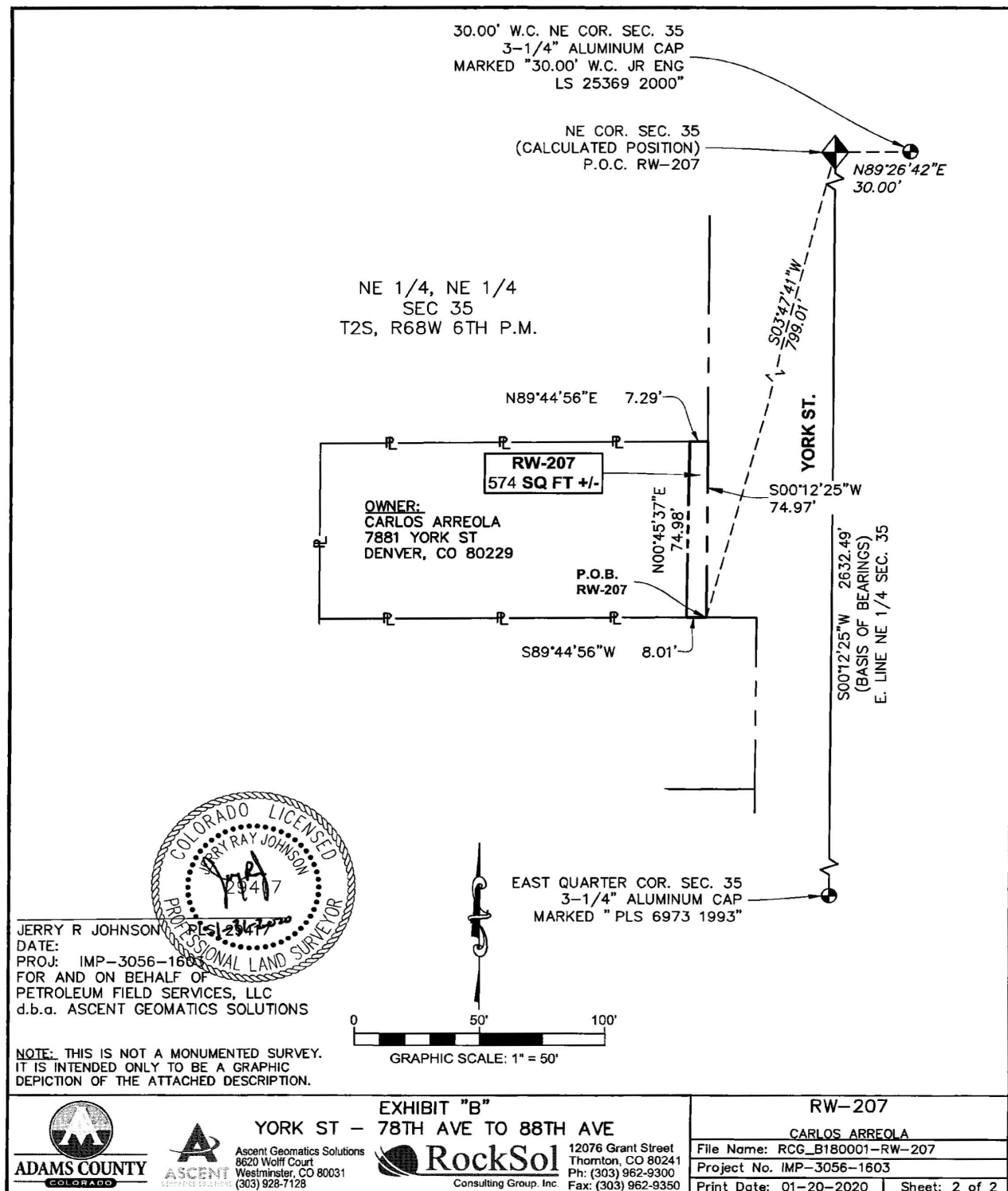
**Containing 574 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000140797,  
 12/2/2021 at 8:42 AM, 3 OF 3,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
CARLOS ARREOLA 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 24<sup>th</sup> day of March 2022, 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 Carlos Arreola 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 7881 York Street, located in the Northeast Quarter of Section 35, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Carlos Arreola be accepted by the Board of County Commissioners.

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

I, John F. Dupont, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Balboa Park Homes Association to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Balboa Park Homes Association has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southeast Quarter of Section 26, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 BALBOA PARK HOMES ASSOCIATION TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 2204 Coronado Parkway North, located in the Southeast Quarter of Section 26, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Balboa Park Home Association (“Parcel RW-213”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-213 for construction of the Project; and,

WHEREAS, Balboa Park Homes Association has executed a Warranty Deed to convey Parcel RW-213 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Balboa Park Homes Association, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000132557,  
 11/10/2021 at 9:23 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 20th day of October, 2021, between Balboa Park Homes Association, a Colorado corporation, whose address is PO Box 370390, Denver, CO 80237, 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 and in consideration of the sum of \$5,180.00 and 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.

Also known by street and number as: being a portion of 2204 Coronado Parkway North, Thornton, CO 80229

Assessor's schedule or parcel number: part of 0171926417029

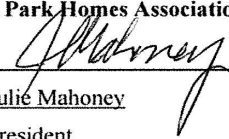
**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either 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 interests of record.

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.

**Owner: Balboa Park Homes Association, a Colorado corporation**

By: 


Print: Julie Mahoney

Title: President

STATE OF Colorado )  
 County of Adams ) §

The foregoing instrument was acknowledged before me this 20th day of October, 2021, by Julie Mahoney as President of Balboa Park Homes Association, a Colorado corporation.

Witness my hand and official seal: **KARLA BLANCO**  
**NOTARY PUBLIC**  
 My commission expires: 3/8/23 **STATE OF COLORADO**  
**NOTARY ID 20144045604**  
**MY COMMISSION EXPIRES 03/08/2023**

  
 Notary Public

Electronically Recorded RECEPTION#: 2021000132557,  
11/10/2021 at 9:23 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"****RIGHT-OF-WAY NUMBER: RW-213****PROJECT NUMBER: IMP-3056-1603****SECTION 26, TOWNSHIP 2 SOUTH, RANGE 68 WEST****SIXTH PRINCIPAL MERIDIAN****ADAMS COUNTY****DESCRIPTION**

A tract or parcel of land No. RW-213 of Adams County Project Number IMP-3056-1603, containing 2,113 square feet, more or less, being the Common Areas of Balboa Park Amended, a subdivision recorded on August 2, 1972, File 13 Map 77, of the records of the Adams County Clerk and Recorders Office, situated in the Southeast Quarter of Section 26 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southeast corner of Section 26 whence the East Line of the Southeast quarter of Section 26 bears N00°04'09"E a distance of 2628.81 feet;  
Thence N08°29'23"W a distance of 296.62 feet to the Southeast corner of said Common Areas of Balboa Park and the

**POINT OF BEGINNING PARCEL RW-213;**

Thence S78°55'40"W along the southerly boundary of said Common Areas a distance of 5.48 feet;  
Thence Northerly, a distance of 60.99 feet along a non-tangent curve to the right, said arc having a radius of 421.00 feet and a central angle of 08°18'01", and being subtended by a chord with a bearing of N10°17'12"E and a distance of 60.94 feet;  
Thence N00°00'00"E, a distance of 63.65 feet;  
Thence N74°58'35"W, a distance of 58.77 feet to a point on the northerly boundary of parcel;  
Thence Easterly, a distance of 91.44 feet along a non-tangent curve to the right, said arc having a radius of 259.05 feet and a central angle of 20°13'25", and being subtended by a chord with a bearing of S80°17'20"E and a distance of 90.96 feet to a point on the easterly boundary of parcel;  
Thence Southerly, a distance of 128.82 feet along a non-tangent curve to the left, said arc having a radius of 421.40 feet and a central angle of 17°30'55", and being subtended by a chord with a bearing of S17°24'53"W and a distance of 128.32 feet to the

**POINT OF BEGINNING PARCEL RW-213.****Containing 2,113 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions

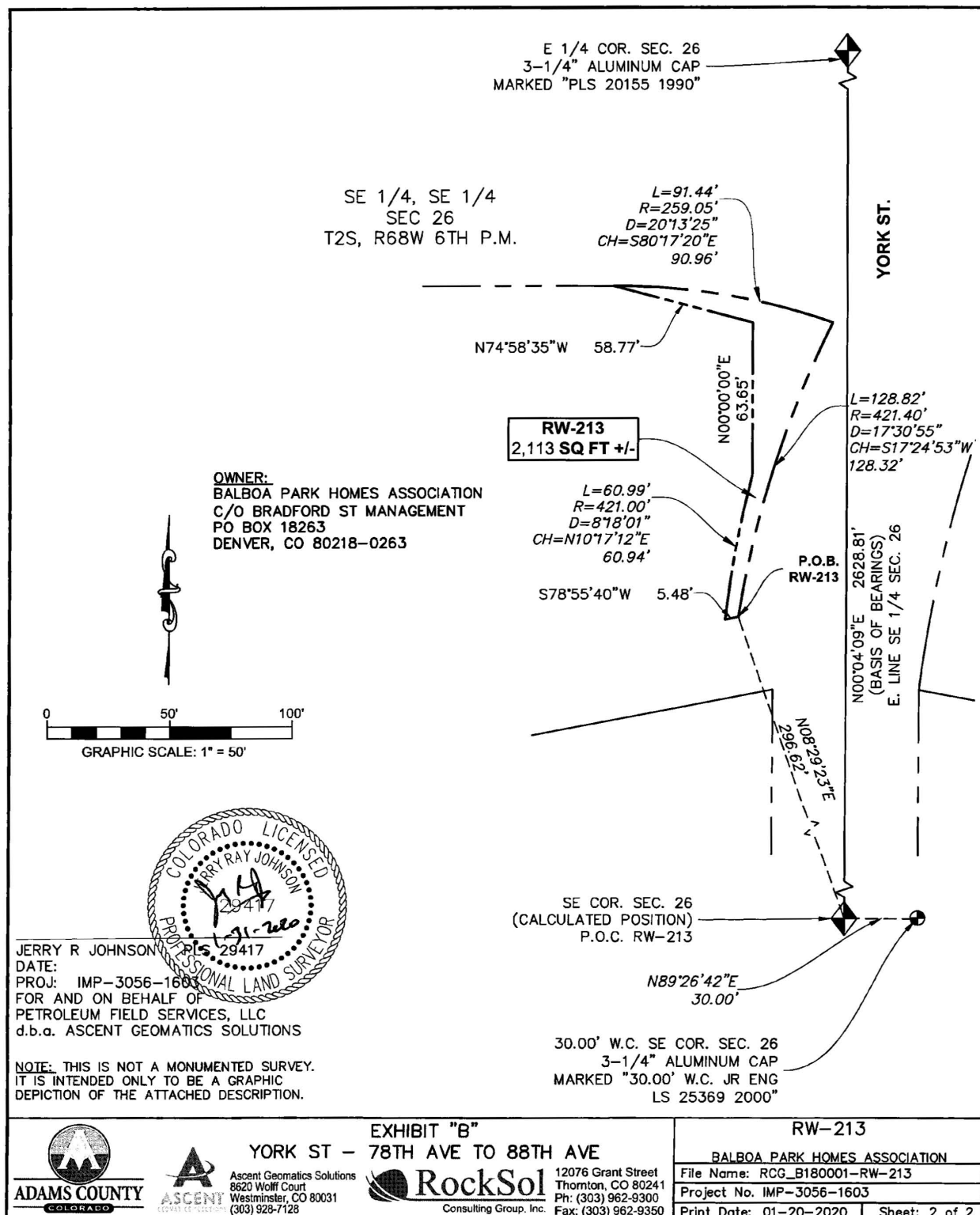




Electronically Recorded RECEPTION#: 2021000132557,

11/10/2021 at 9:23 AM, 3 OF 3,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
BALBOA PARK HOMES ASSOCIATION 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 24<sup>th</sup> day of March 2022, 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 Balboa Park Homes Association 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 2204 Coronado Parkway North, located in the Southeast Quarter of Section 26, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Balboa Park Homes Association be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Ramiro R. Dorado Rosales to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Ramiro R. Dorado Rosales has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 RAMIRO R. DORADO ROSALES TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 8141 Welby Road, located in the Southeast Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Ramiro R. Dorado Rosales (“Parcel RW-214”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-214 for construction of the Project; and,

WHEREAS, Ramiro R. Dorado Rosales has executed a Warranty Deed to convey Parcel RW-214 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Ramiro R. Dorado Rosales, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**WARRANTY DEED**

**THIS DEED**, dated this Sept 8<sup>th</sup> day of Sept 2021, between Ramiro R. Dorado Rosales, whose address is 8141 Welby Road, Denver, CO 80229, 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 and in consideration of the sum of \$33,380.00, and 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.

Also known by street and number as: being a portion of 8141 Welby Road, Denver, CO 80229  
Assessor's schedule or parcel number: part of 0171925300038

**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 interests of record.

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.



**Owner:**

By: Ramiro Dorado Rosales

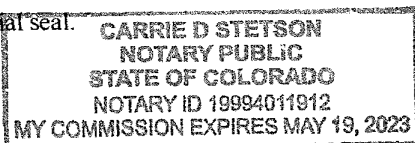
Print: Ramiro R. Dorado Rosales

STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of September, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Ramiro R. Dorado Rosales.

Witness my hand and official seal.  
My commission expires:

5/19/23



Carrie Stetson  
Notary Public

EXHIBIT "A"  
RIGHT-OF-WAY NUMBER: RW-214  
PROJECT NUMBER: IMP-3056-1603  
SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST  
SIXTH PRINCIPAL MERIDIAN  
ADAMS COUNTY

DESCRIPTION

A tract or parcel of land No. RW-214 of Adams County Project Number IMP-3056-1603, containing 5,443 square feet, more or less, being a portion of that parcel of land described in a Quit Claim Deed, Recorded July 11, 2016, at Reception No. 2016000054764, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;

Thence N02°16'41"E a distance of 460.28 feet to the Southeast corner of said parcel and the  
**POINT OF BEGINNING PARCEL RW-214;**

Thence N71°07'44"W along the southerly boundary of said parcel, a distance of 10.77 feet;

Thence departing the southerly boundary Northeasterly, a distance of 21.33 feet along a non-tangent curve to the right, said arc having a radius of 421.00 feet and a central angle of 02°54'10", and being subtended by a chord with a bearing of N32°19'56"E and a distance of 21.33 feet;

Thence N33°47'02"E, a distance of 526.61 to a point on the northerly boundary of said parcel;

Thence along the northerly boundary of said parcel S56°15'30"E, a distance of 8.97 feet to a point on the easterly boundary of said parcel;

Thence S33°34'34"W along the easterly boundary of said parcel a distance of 545.17 feet to the  
**POINT OF BEGINNING PARCEL RW-214.**

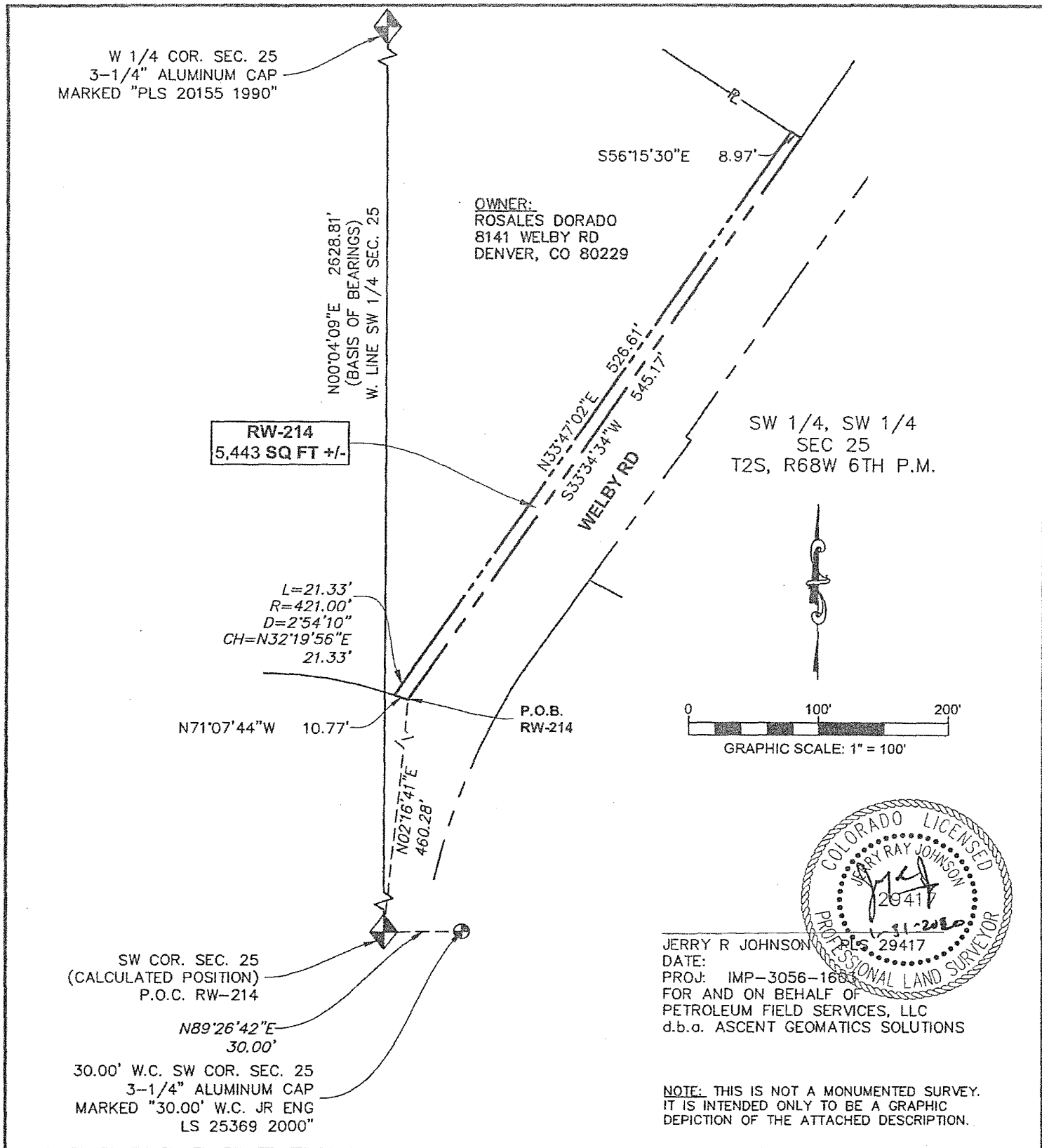
Containing 5,443 sq. ft. +/-

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions





Ascent Geomatics Solutions  
8620 Wolff Court  
Westminster, CO 80031  
(303) 928-7128



Consulting Group, Inc.

12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350

EXHIBIT "B"

YORK ST - 78TH AVE TO 88TH AVE

RW-214

ROSALES DORADO

File Name: RCG\_B180001-RW-214

Project No. IMP-3056-1603

Print Date: 01-20-2020

Sheet: 2 of 2



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
RAMIRO R. DORADO ROSALES 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 24<sup>th</sup> day of March 2022, 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 Ramiro R. Dorado Rosales 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8141 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Ramiro R. Dorado Rosales be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Thomas A. Duensing Trust to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Thomas A. Duensing Trust has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 THOMAS A. DUENSING TRUST TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is a property at 8161 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Thomas A. Duensing Trust (“Parcel RW-216”); and,

WHEREAS, Adams County requires ownership of Parcel RW-216 for construction of the Project; and,

WHEREAS, Thomas A. Duensing Trust has executed a Warranty Deed to convey Parcel RW-216 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Thomas A. Duensing Trust, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000132558,

11/10/2021 at 9:23 AM, 1 OF 3,

DocStamp: \$0.00

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**WARRANTY DEED**

**THIS DEED**, dated this 19<sup>th</sup> day of October, 2021, between Thomas A. Duensing Trust, whose address is 8161 Welby Road, Denver, CO 80229, 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 and in consideration of the sum of \$2,426.00, and 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.

Also known by street and number as: being a portion of 8161 Welby Road, Denver, CO 80229  
Assessor's schedule or parcel number: part of 0171925300029

**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;

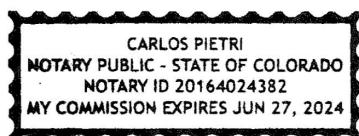
**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the grantee(s), its successors and assigns forever. The grantor(s), for itself, its successors and assigns, do covenant, grant, bargain and agree to and with the grantee(s), its successors and assigns, that at the time of the enrolling 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 interests of record.

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.

**Owner:**

Thomas A. Duensing Trust

By: Thomas A. DuensingPrint: Thomas A. DuensingTitle: Trustee

STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2021, by Thomas A. Duensing, as Trustee of the Thomas A. Duensing Trust.

Witness my hand and official seal.

My commission expires: June 27, 2024

Carlos Pietri

Notary Public

Electronically Recorded RECEPTION#: 2021000132558,  
11/10/2021 at 9:23 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-216**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-216 of Adams County Project Number IMP-3056-1603, containing 1,059 square feet, more or less, being a portion of that parcel of land described in a Warranty Deed Recorded on June 16, 2017, at Reception No. 2017000051801, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;

Thence N19°16'55"E a distance of 968.45 feet to the Southeast corner of said parcel and the

**POINT OF BEGINNING PARCEL RW-216;**

Thence N56°15'30"W along the southerly boundary of said parcel, a distance of 8.97 feet;

Thence N33°47'02"E, a distance of 120.92 feet to a point on the northerly boundary of said parcel;

Thence S56°25'40"E along the northerly boundary of said parcel, a distance of 8.54 feet to a point on the easterly boundary of said parcel;

Thence S33°34'34"W along the easterly boundary of said parcel, a distance of 120.95 feet to the

**POINT OF BEGINNING PARCEL RW-216.**

**Containing 1,059 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

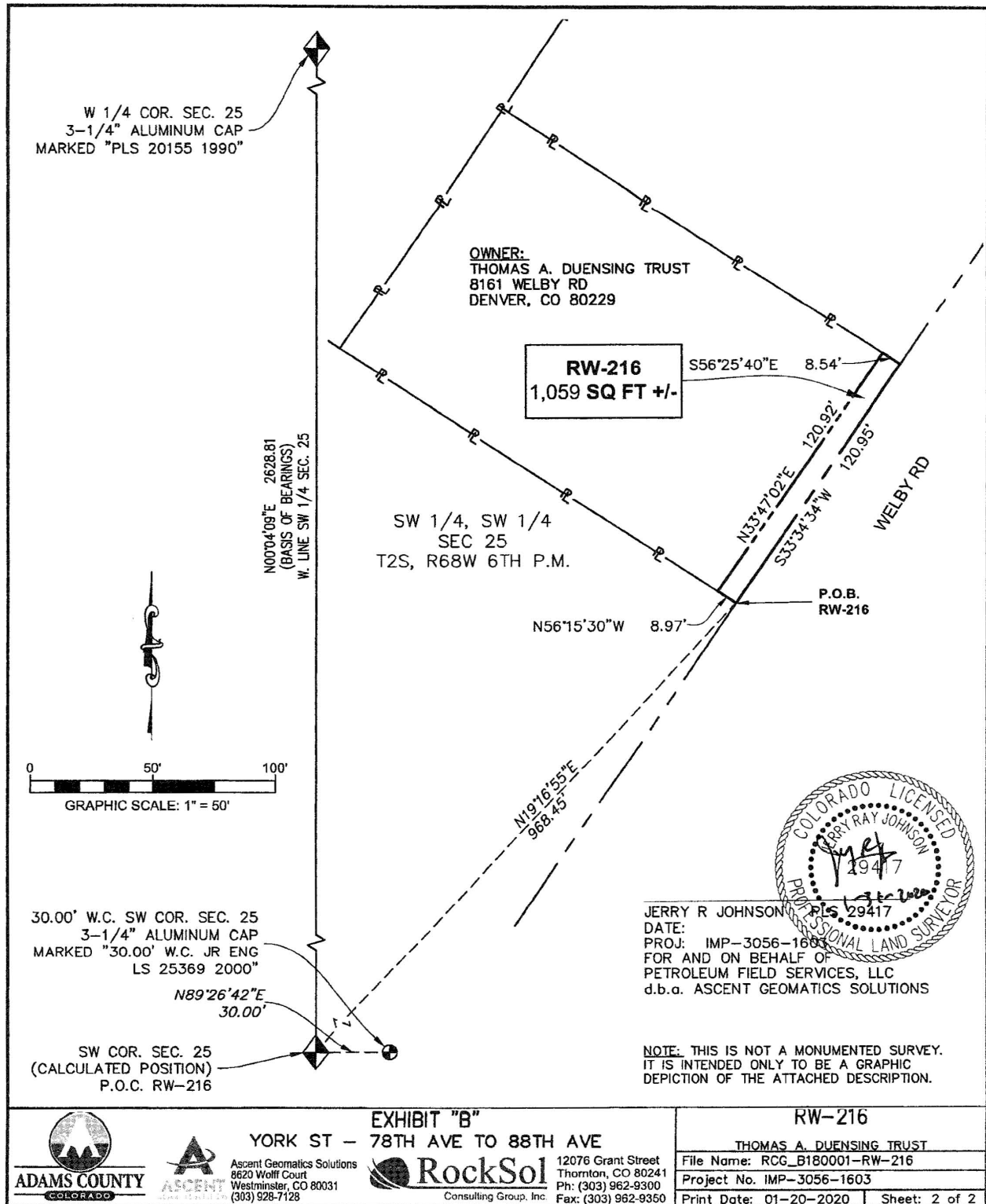
Jerry R. Johnson, PLS 29417

Date:

For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000132558,  
 11/10/2021 at 9:23 AM, 3 OF 3,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
THOMAS A. DUENSING TRUST 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 24<sup>th</sup> day of March 2022, 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 Thomas A. Duensing Trust 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8161 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Thomas A. Duensing Trust be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Randolph V. Laurienti to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Randolph V. Laurienti has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			\$

**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 RANDOLPH V. LAURIENTI TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property at 8181 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Randolph V. Laurienti (“Parcel RW-217”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-217 for construction of the Project; and,

WHEREAS, Randolph V. Laurienti, has executed a Warranty Deed to convey Parcel RW-217 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 24<sup>th</sup> day of March 2022, 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 Randolph V. Laurienti, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000132535,  
 11/10/2021 at 8:46 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 26<sup>th</sup> day of October, 2021, between Randolph V. Laurienti, whose address is 8181 Welby Road, Denver, CO 80229, 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 and in consideration of the sum of \$16,140.00, and 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.

Also known by street and number as: being a portion of 8181 Welby Road, Denver, CO 80229  
 Assessor's schedule or parcel number: part of 0171925300025

**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 enrolling 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 interests of record.

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.

**Owner:**

By: Randolph V. Laurienti

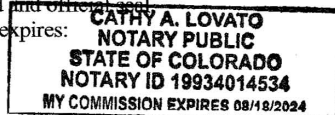
Print: Randolph V. Laurienti

Title: \_\_\_\_\_

STATE OF Colorado )  
 County of Adams ) §

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of October, 2021, by Randolph V. Laurienti.

Witness my hand and official seal.  
 My commission expires:



Cathy A. Lovato  
 Notary Public

Electronically Recorded RECEPTION#: 2021000132535,  
11/10/2021 at 8:46 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-217**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-217 of Adams County Project Number IMP-3056-1603, containing 1,119 square feet, more or less, being a portion of those parcels of land described in Warranty Deeds Recorded August 20, 1954, at Reception No. 427431, December 18, 1954, at Reception No. 435976, and April 10, 1979, at Reception No. 191862, of the records of the Adams County Clerk and Recorders Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;  
Thence N20°51'27"E a distance of 1086.06 feet to the Southeast corner of said parcels and the  
**POINT OF BEGINNING PARCEL RW-217;**

Thence N56°25'40"W along the southerly boundary of said parcel, a distance of 8.54 feet;  
Thence N33°47'02"E, a distance of 134.98 feet to a point on the northerly boundary of said parcel;  
Thence S56°29'51"E along the northerly boundary of said parcel, a distance of 8.05 feet to a point on the easterly boundary of said parcel;  
Thence S33°34'34"W along the easterly boundary of said parcel, a distance of 134.99 feet to the  
**POINT OF BEGINNING PARCEL RW-217.**

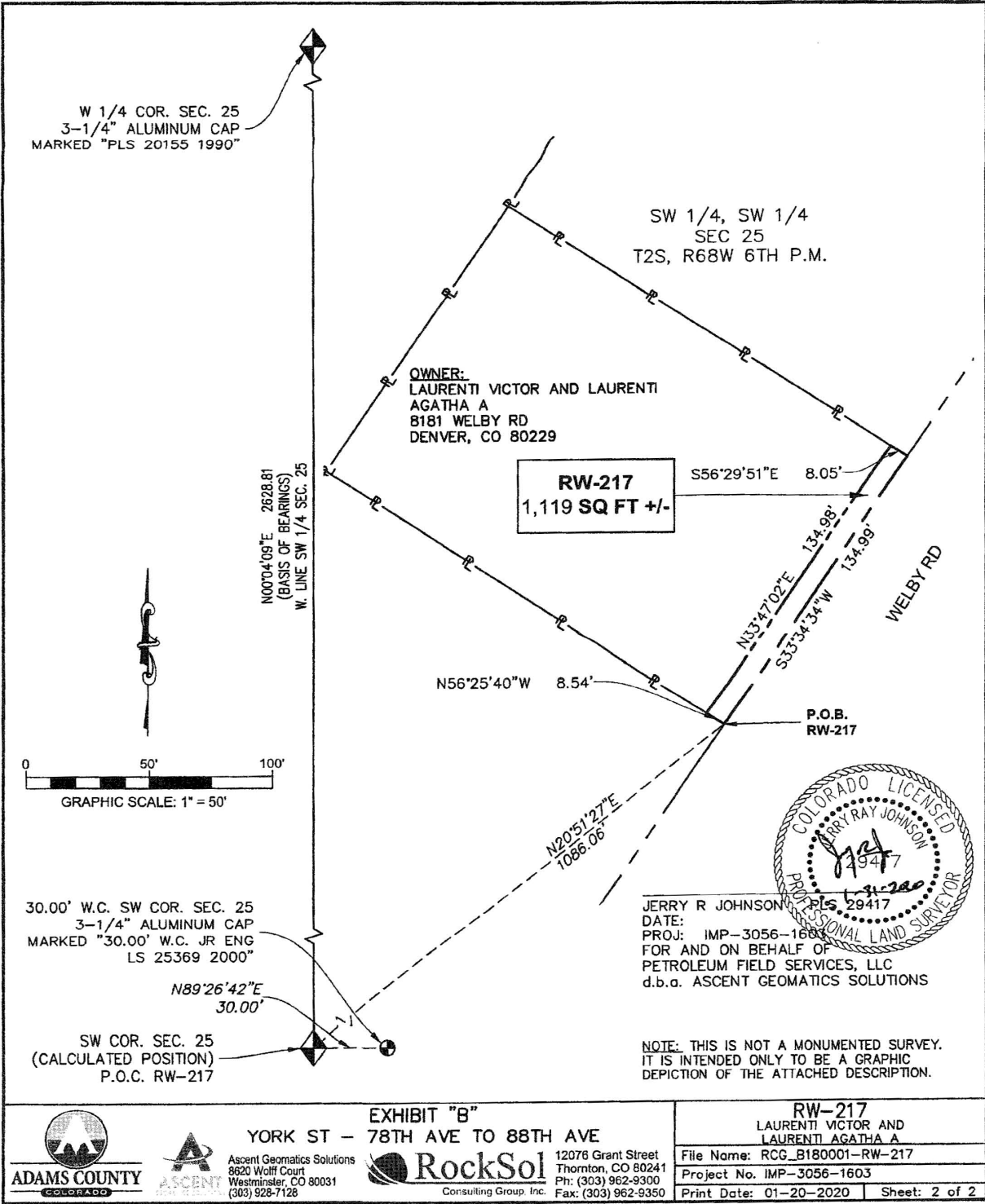
**Containing 1,119 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000132535,  
11/10/2021 at 8:46 AM, 3 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
RANDOLPH V. LAURIENTI 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 24<sup>th</sup> day of March 2022, 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 Randolph V. Laurienti 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8181 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Randolph V. Laurienti be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Hector Romero to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Hector Romero has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			\$

**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 HECTOR ROMERO TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 8281 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Hector Romero (“Parcel RW-218”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-218 for construction of the Project; and,

WHEREAS, Hector Romero has executed a Warranty Deed to convey Parcel RW-218 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Hector Romero, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000132559,  
 11/10/2021 at 9:23 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 7<sup>th</sup> day of October, 2021, between Hector Romero, whose address is 8281 Welby Road, Denver, CO 80229, 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 and in consideration of the sum of \$16,750.00, and 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.

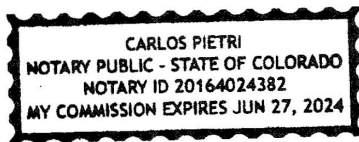
Also known by street and number as: being a portion of 8281 Welby Road, Denver, CO 80229  
 Assessor's schedule or parcel number: part of 0171925300031

**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 enrolling 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 interests of record.

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.



Owner:

By: Hector Romero

Print: Hector Romero

Title: owner

STATE OF Colorado )  
 County of Adams ) §

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 2021, by Hector Romero.

Witness my hand and official seal.

My commission expires: June 27, 2024

Carlos Pietri

Notary Public

Electronically Recorded RECEPTION#: 2021000132559,  
11/10/2021 at 9:23 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-218**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-218 of Adams County Project Number IMP-3056-1603, containing 999 square feet, more or less, being a portion of that parcel of land described in a Warranty Deed, recorded February 28, 2018, at Reception No. 2018000069857, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Southwest corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears N00°04'09"E a distance of 2628.81 feet;  
Thence N22°15'20"E a distance of 1218.10 feet to the Southeast corner of said parcel and the  
**POINT OF BEGINNING PARCEL RW-218;**

Thence N56°29'51"W along the southerly boundary of said parcel, a distance of 8.05 feet;  
Thence N33°47'02"E, a distance of 127.90 feet to a point on the northerly boundary of said parcel;  
Thence S56°33'06"E along the northerly boundary of said parcel, a distance of 7.58 feet to a point on the easterly boundary of said parcel;  
Thence S33°34'34"W along the easterly boundary of said parcel, a distance of 127.91 feet to the  
**POINT OF BEGINNING PARCEL RW-218.**

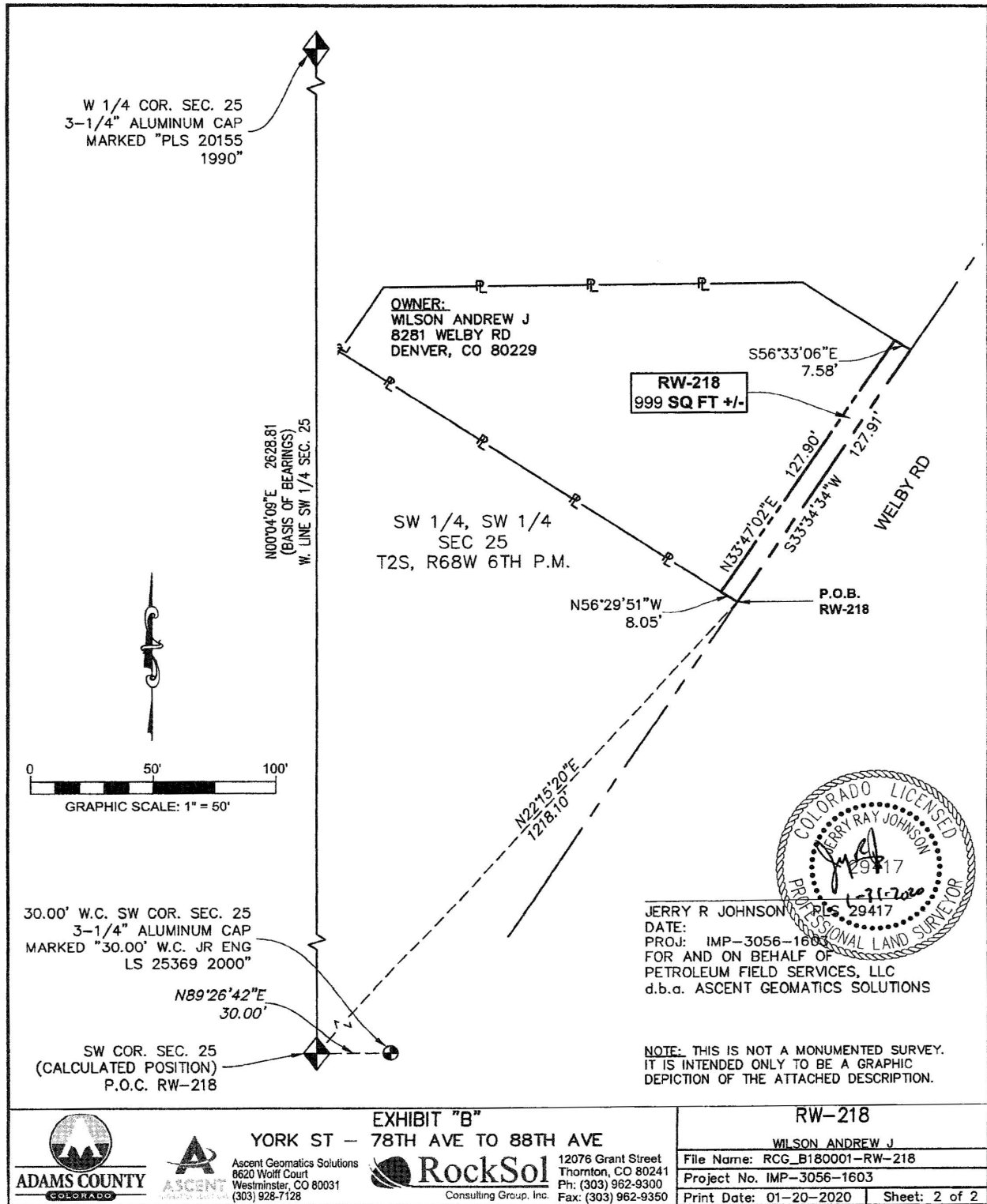
**Containing 999 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000132559,  
 11/10/2021 at 9:23 AM, 3 OF 3,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED  
FROM HECTOR ROMERO 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 24<sup>th</sup> day of March 2022, 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 Hector Romero 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8281 Welby Road, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Hector Romero be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from John Benito Lucero to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. John Benito Lucero has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 JOHN BENITO LUCERO TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from property at 8220 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Hector Romero (“Parcel RW-221”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-221 for construction of the Project; and,

WHEREAS, John Benito Lucero, has executed a Warranty Deed to convey Parcel RW-221 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 24<sup>th</sup> day of March 2022, 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 John Benito Lucero, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000140798,  
 12/2/2021 at 8:42 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

THIS DEED, dated this 22 day of November, 2021, between John Benito Lucero, whose address is 8220 Clayton Court, Thornton, CO 80229, 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 and in consideration of the sum of \$4,300.00, and 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.

Also known by street and number as: being a portion of 8220 Clayton Court, Thornton CO 80229  
 Assessor's schedule or parcel number: part of 0171925303079

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 enrolling 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 interests of record.

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.

Owner:

John Benito Lucero

By:

John Benito Lucero

STATE OF Colorado )

County of Adams ) §

The foregoing instrument was acknowledged before me this 22 day of November, 2021, by John Benito Lucero.

Witness my hand and official seal.

My commission expires: June 14, 2023

[Signature]  
 Notary Public

IAN WOOD  
 NOTARY PUBLIC - STATE OF COLORADO  
 NO. 20194022389  
 MY COM. EXPIRES JUN 14, 2023

Electronically Recorded RECEPTION#: 2021000140798,  
12/2/2021 at 8:42 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-221**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-221 of Adams County Project Number IMP-3056-1603, containing 284 square feet, more or less, being a portion of Lot 15B, Welby Hill Duplex, a subdivision recorded on December 14, 1999, in File 18, Map 151, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears S00°04'09"W a distance of 2628.81 feet;  
Thence S29°12'03"E a distance of 1365.23 feet to the Northeast corner of said Lot 15B and the  
**POINT OF BEGINNING PARCEL RW-221;**

Thence S34°20'00"W along the easterly boundary of said Lot 15B, a distance of 89.71 feet to a point on the southerly boundary of said Lot 15B;  
Thence N41°52'50"W along the southerly boundary of said Lot 15B, a distance of 2.84 feet;  
Thence N33°47'02"E, a distance of 88.76 feet to a point on the northerly boundary of said Lot 15B;  
Thence S60°07'21"E along the northerly boundary of said Lot 15B, a distance of 3.62 feet to the  
**POINT OF BEGINNING PARCEL RW-221.**

**Containing 284 sq. ft. +/-**

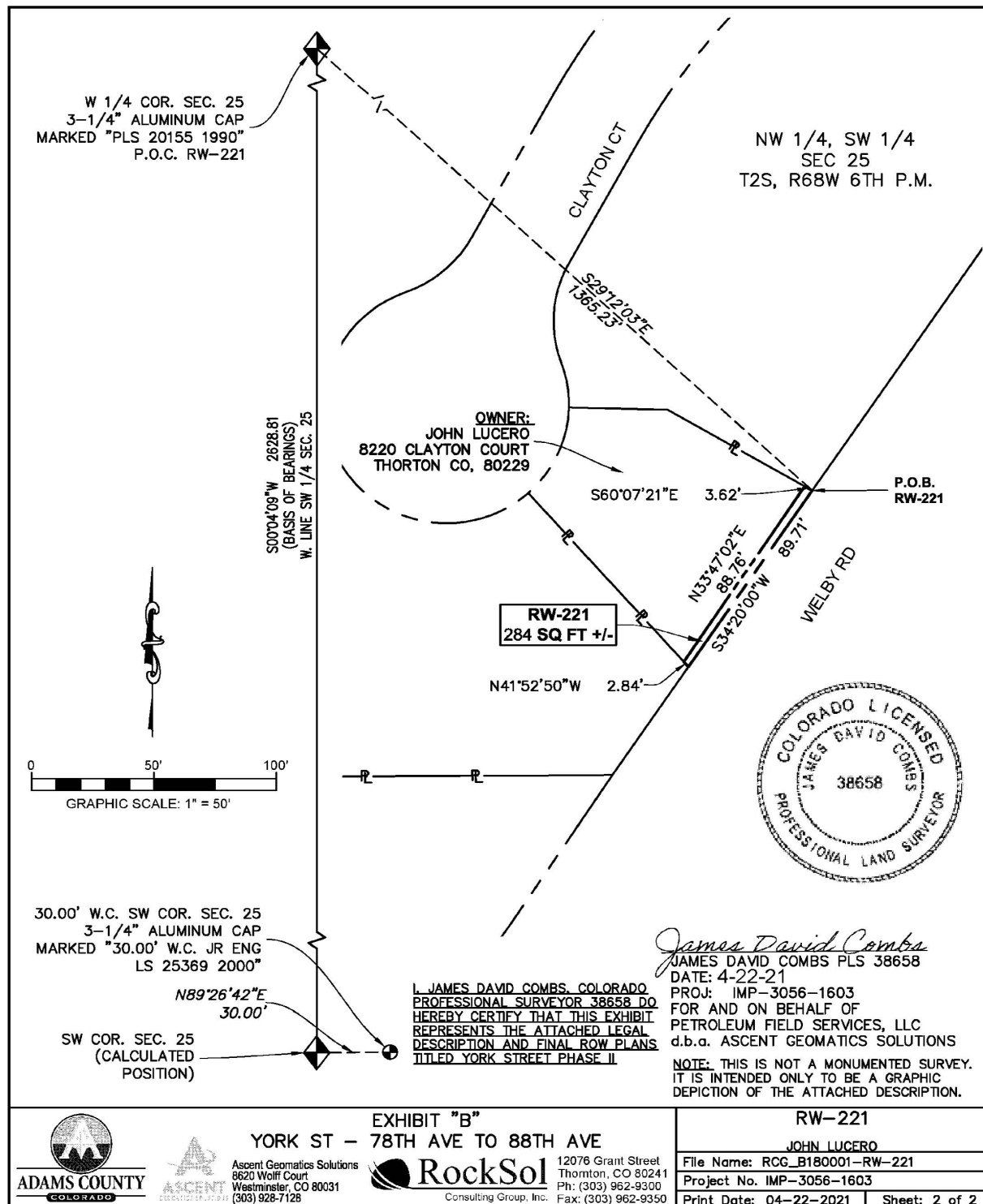
I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



**Electronically Recorded RECEPTION#: 2021000140798,  
12/2/2021 at 8:42 AM, 3 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.**



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
JOHN BENITO LUCERO 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 24<sup>th</sup> day of March 2022, 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 John Benito Lucero 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8220 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from John Benito Lucero be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Colin Hubert to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Colin Hubert has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 COLIN HUBERT TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property at 8228 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Colin Hubert (“Parcel RW-222”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-222 for construction of the Project; and,

WHEREAS, Colin Hubert has executed a Warranty Deed to convey Parcel RW-222 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Colin Hubert, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



Electronically Recorded RECEPTION#: 2021000140799,  
 12/2/2021 at 8:42 AM, 1 OF 3,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 22 day of November, 2021, between Colin Hubert, whose address is 8228 Clayton Court, Thornton, CO 80229, 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 and in consideration of the sum of \$2,350.00, and 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.

Also known by street and number as: being a portion of 8228 Clayton Court, Thornton, CO 80229  
 Assessor's schedule or parcel number: part of 0171925303078

**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 interests of record.

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.

**Owner:**

Colin Hubert

By: 

STATE OF Colorado )  
 County of Adams ) §

The foregoing instrument was acknowledged before me this 22 day of November, 2021, by Colin Hubert

Witness my hand and official seal.

My commission expires: June 14, 2023

IAN WOOD  
 NOTARY PUBLIC - STATE OF COLORADO  
 NOTARY ID 20194022389  
 MY COMMISSION EXPIRES JUN 14, 2023

  
 Notary Public

No. 32, Rev. 3-98, WARRANTY DEED (For Photographic Record) Page 1 of 1

Electronically Recorded RECEPTION#: 2021000140799,  
12/2/2021 at 8:42 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-222**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-222 of Adams County Project Number IMP-3056-1603, containing 154 square feet, more or less, being a portion of Lot 15A, Welby Hill Duplex, a subdivision recorded on December 14, 1999, in File 18, Map 151, of the records of the Adams County Clerk and Records Office, situated in the Southwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 whence the West Line of the Southwest quarter of Section 25 bears S00°04'09"W a distance of 2628.81 feet;  
Thence S30°45'03"E a distance of 1347.57 feet to the Northeast corner of said Lot 15A and the **POINT OF BEGINNING PARCEL RW-222;**

Thence S34°20'00"W along the easterly boundary of said Lot 15A, a distance of 40.72 feet to a point on the southerly boundary of said Lot 15A;  
Thence N60°07'21"W along the southerly boundary of said Lot 15A, a distance of 3.62 feet;  
Thence N33°47'02"E, a distance of 40.41 feet to a point on the northerly boundary of said Lot 15A;  
Thence S64°04'22"E along the northerly boundary of said Lot 15A, a distance of 4.04 feet to the **POINT OF BEGINNING PARCEL RW-222.**

**Containing 154 sq. ft. +/-**

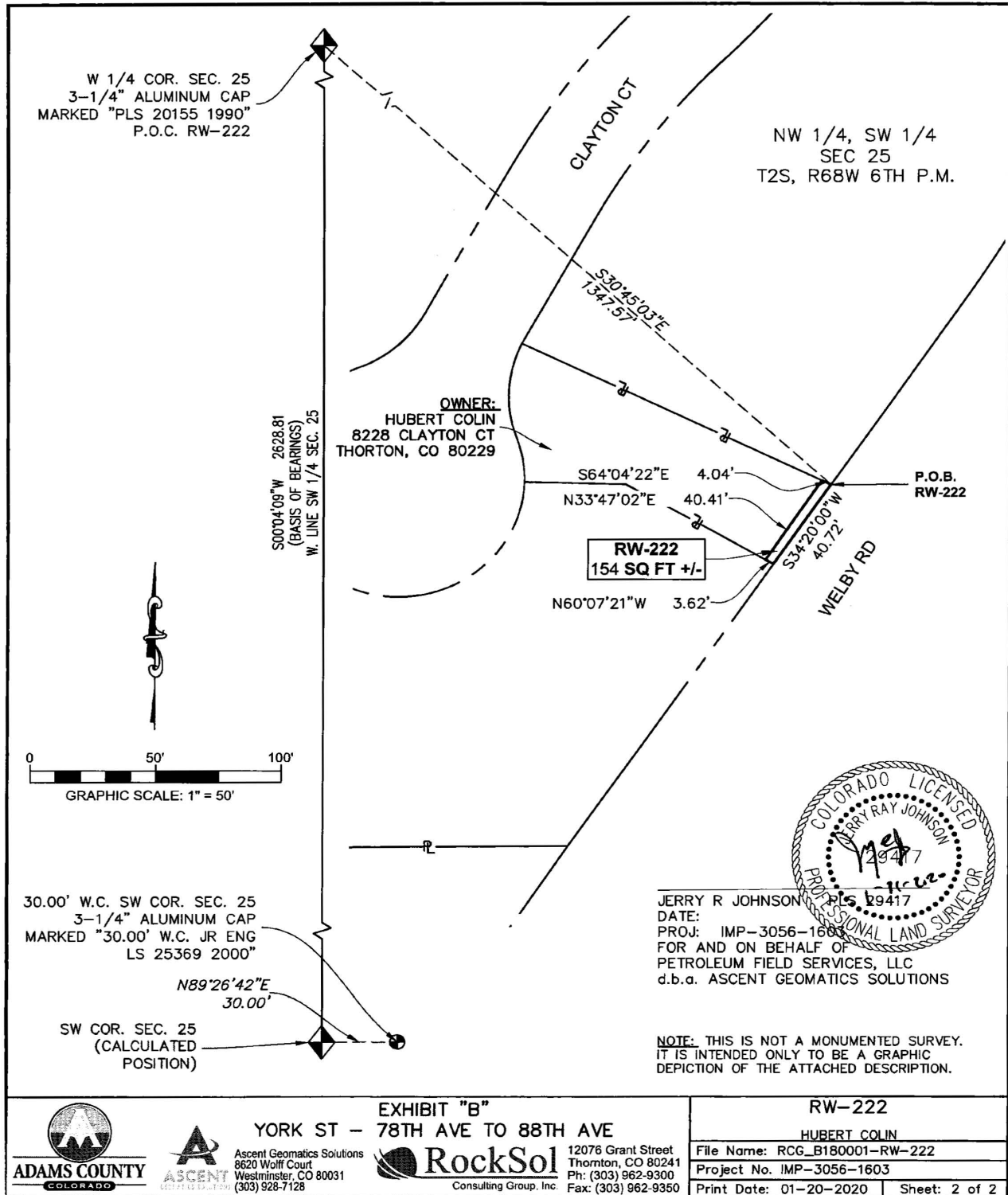
I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000140799,  
 12/2/2021 at 8:42 AM, 3 OF 3,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
COLIN HUBERT 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 24<sup>th</sup> day of March 2022, 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 Colin Hubert 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of 8228 Clayton Court, located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Colin Hubert be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Bryan McKim to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Bryan McKim has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Southwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			\$

**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 BRYAN MCKIM TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Colin Hubert (“Parcel RW-263”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-263 for construction of the Project; and,

WHEREAS, Bryan McKim has executed a Warranty Deed to convey Parcel RW-263 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Bryan McKim, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2022000003445,

1/12/2022 at 7:17 AM, 1 OF 3,

TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**WARRANTY DEED**

**THIS DEED**, dated this 11<sup>th</sup> day of January, 20 22, between **Bryan McKim**, whose address is 5026 Bear Paw Drive, Castle Rock, Colorado 80109, 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 and in consideration of the sum of \$610.00, and 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.

Also known by Assessor's schedule or parcel number: part of 0171925217002

**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 enrolling 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 interests of record.

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.

Owner:

By: 

Print: Bryan McKim

STATE OF Colorado )  
County of Douglas ) §

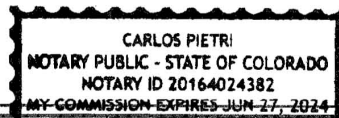
The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 20 22 by Bryan McKim.

Witness my hand and official seal.

My commission expires: June 27, 2024



Notary Public





Electronically Recorded RECEPTION#: 2022000003445,  
1/12/2022 at 7:17 AM, 2 OF 3,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-263`**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-263 of Adams County Project Number IMP-3056-1603, containing 243 square feet, more or less, being a portion of Lot 3, Devonshire Square, a subdivision recorded on April 18, 1973, at File 13, Map 18, of the records of the Adams County Clerk and Records Office, situated in the Northwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the West Quarter Corner of Section 25 whence the West Line of the Northwest quarter of Section 25 bears N01°03'26"W a distance of 2637.47 feet;  
Thence N39°42'45"E, a distance of 1323.03 feet to a point on the southerly boundary of said Lot 3 and the

**POINT OF BEGINNING PARCEL RW-263;**

Thence S88°18'30"W along the southerly boundary of said Lot 3, a distance of 13.40 feet;  
Thence N43°18'30"E, a distance of 31.06 feet to a point on the easterly boundary of said Lot 3;  
Thence S08°56'45"E along the easterly boundary of said Lot 3, a distance of 10.77;  
Thence Southwesterly, continuing on said easterly boundary, a distance of 16.98 feet along a curve to the right, said arc having a radius of 10.01 feet and a central angle of 97°10'46", and being subtended by a chord with a bearing of S39°38'38"W and a distance of 15.02 to the  
**POINT OF BEGINNING PARCEL RW-263.**

**Containing 243 sq. ft. +/-**

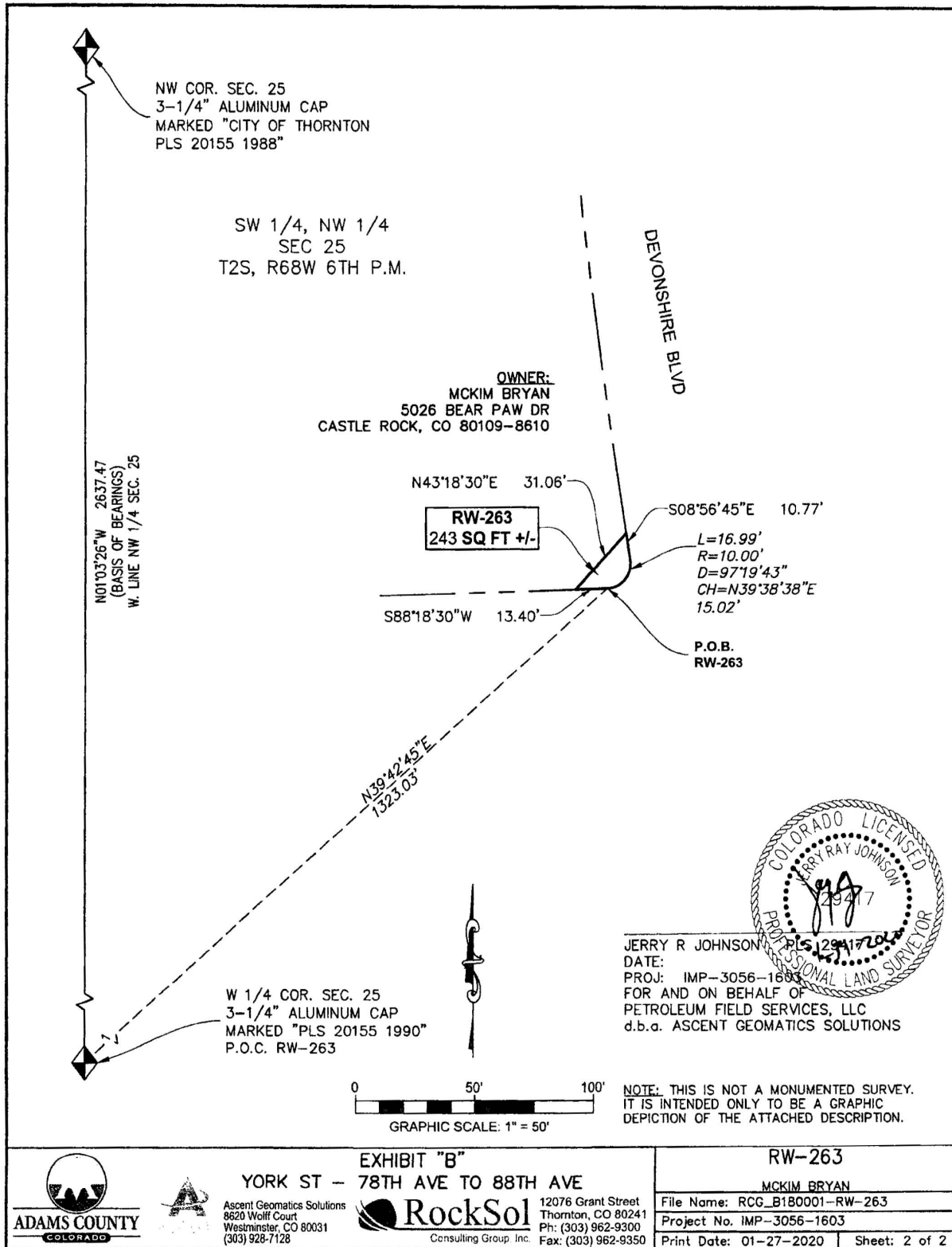
I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

---

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2022000003445,  
 1/12/2022 at 7:17 AM, 3 OF 3,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
BRYAN MCKIM 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 24<sup>th</sup> day of March 2022, 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 Bryan McKim 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 Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of a property, located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Bryan McKim be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Devonshire LLC to Adams County for right-of-way purposes
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve a resolution for accepting a Warranty Deed for the acquisition of property needed for road right-of-way.

**BACKGROUND:** Adams County is in the process of acquiring right-of-way and temporary construction easements along York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue for the York Street Improvement Project. Devonshire LLC has executed a Warranty Deed to Adams County for right-of-way purposes. The property is located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian. The Warranty Deed will convey property needed for the York Street Phase 2 CIP project.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Warranty Deed  
Draft resolution  
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: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
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:			
<b>Total Expenditures:</b>			\$

**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 DEVONSHIRE LLC TO ADAMS COUNTY FOR  
RIGHT-OF-WAY PURPOSES

WHEREAS, Adams County is in the process of acquiring right-of-way for the York Street Capital Improvement Program Project - York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue (“Project”); and,

WHEREAS, the right-of-way parcel is from a property with an address of 2400 E 88<sup>th</sup> Avenue, located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Devonshire LLC (“Parcel RW-272”); and,

WHEREAS, Adams County requires ownership of the Parcel RW-272 for construction of the Project; and,

WHEREAS, Devonshire LLC has executed a Warranty Deed to convey Parcel RW-272 for road right-of-way purposes for York Street which 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 24<sup>th</sup> day of March 2022, 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 Devonshire LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Electronically Recorded RECEPTION#: 2021000132560,  
 11/10/2021 at 9:23 AM, 1 OF 4,  
 DocStamp: \$0.00  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

### WARRANTY DEED

**THIS DEED**, dated this 18<sup>th</sup> day of OCT 2021, between Devonshire LLC, a Colorado limited liability company, whose address is 4785 Easley Road, Golden, CO 80403, 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 and in consideration of the sum of \$4,470.00, and 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.

Also known by street and number as: being a portion of 2400 E 88<sup>th</sup> Avenue, Denver, CO 80229  
 Assessor's schedule or parcel number: part of 0171925201024

**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 enrolling 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 interests of record.

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.

**Owner:**

Devonshire LLC, a Colorado limited liability company

By: Sharon Spera  
 Print: Sharon Spera

Title: OWNER

By: David Dodrill  
 Print: David Dodrill

Title: Owner

By: Garrett Dodrill  
 Print: Garrett Dodrill

Title: owner

Electronically Recorded RECEPTION#: 2021000132560,  
11/10/2021 at 9:23 AM, 2 OF 4,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

STATE OF Colorado )  
County of Jefferson ) §

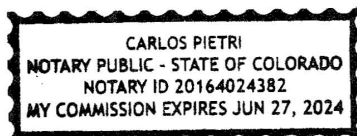
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of October, 2021, by  
Sharon Spesa as owner, David Dodrill as owner, and  
Garrett Dodrill as owner of Devonshire, LLC a Col. Ind. limited liability  
Co. Inc.

Witness my hand and official seal.

My commission expires: June 27, 2024

Carlos Pietri

Notary Public





Electronically Recorded RECEPTION#: 2021000132560,  
11/10/2021 at 9:23 AM, 3 OF 4,  
TD Pgs: 0 Josh Zygielbaum, Adams County, CO.

**EXHIBIT "A"**  
**RIGHT-OF-WAY NUMBER: RW-272**  
**PROJECT NUMBER: IMP-3056-1603**  
**SECTION 25, TOWNSHIP 2 SOUTH, RANGE 68 WEST**  
**SIXTH PRINCIPAL MERIDIAN**  
**ADAMS COUNTY**

**DESCRIPTION**

A tract or parcel of land No. RW-272 of Adams County Project Number IMP-3056-1603, containing 132 square feet, more or less, being a portion of Tract A, Devonshire Square Second Filing, a subdivision recorded on November 20, 1980, at File 14, Map 699, of the records of the Adams County Clerk and Records Office, situated in the Northwest Quarter of Section 25 Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

**COMMENCING** at the Northwest corner of Section 25 whence the West Line of the Northwest quarter of Section 25 bears S01°03'26"E a distance of 2637.47 feet;

Thence S86°55'40"E, a distance of 920.03 feet to the Northeast corner of said Tract A, Devonshire Square Second Filing and the

**POINT OF BEGINNING PARCEL RW-272;**

Thence S02°04'33"W along the easterly boundary of said Tract A, a distance of 15.05 feet;

Thence N48°05'41"W, a distance of 22.78 feet to a point on the northerly boundary of said Tract A;

Thence S89°25'10"E along the northerly boundary of said Tract A, a distance of 17.50 feet to the

**POINT OF BEGINNING PARCEL RW-272.**

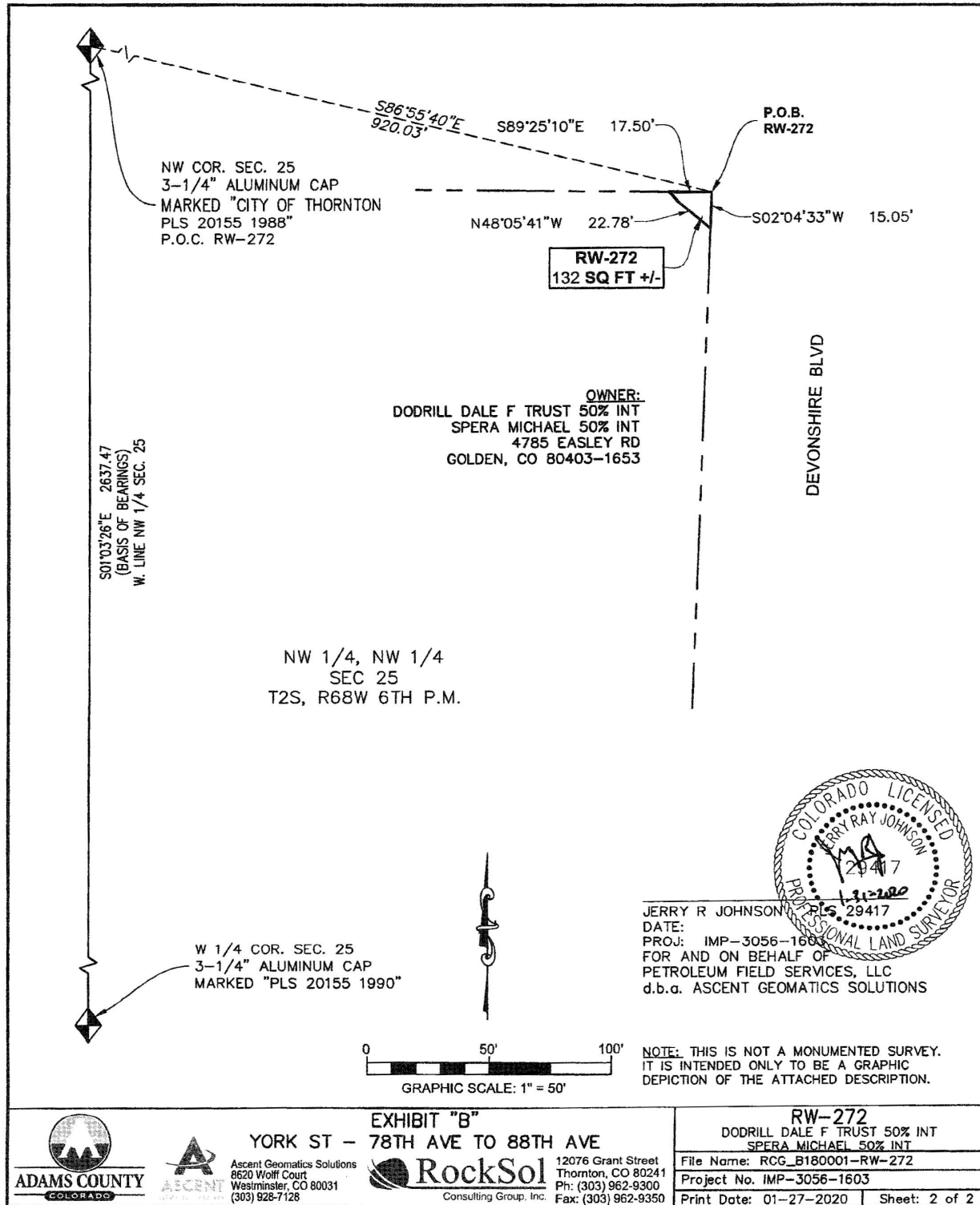
**Containing 132 sq. ft. +/-**

I, Jerry R. Johnson, Colorado Professional Surveyor in the State of Colorado, do hereby certify that this easement description and the field survey on the ground upon which it is based were performed by me or under my direct supervision.

Jerry R. Johnson, PLS 29417  
Date:  
For and on Behalf of  
Petroleum Field Services, LLC  
d.b.a. Ascent Geomatics Solutions



Electronically Recorded RECEPTION#: 2021000132560,  
 11/10/2021 at 9:23 AM, 4 OF 4,  
 TD Pgs: 0 Josh Zygielbaum, Adams County, CO.



PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
DEVONSHIRE 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 24<sup>th</sup> day of March 2022, 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 Devonshire 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 Warranty Deed is in conjunction with the York Street Capital Improvement Program Project – York Street from 78<sup>th</sup> Avenue to 88<sup>th</sup> Avenue, for a portion of a property with an address of 2400 E 88<sup>th</sup> Avenue, located in the Northwest Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Devonshire LLC be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> 2022 Intergovernmental Agreement with The Link
<b>FROM:</b> Sheriff, Rick Reigenborn
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the 2022 agreement for the provision and funding of Juvenile Assessment Services by The Link.

### **BACKGROUND:**

The attached IGA is to provide funding for Juvenile Assessment Services in 2022.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

The Link

### **ATTACHED DOCUMENTS:**

Resolution  
IGA

**FISCAL IMPACT:**

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

**Fund:** 1 – General**Cost Center:** 2017

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		100,624
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			100,624

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2022 INTERGOVERNMENTAL AGREEMENT FOR  
THE PROVISION AND FUNDING OF JUVENILE ASSESSMENT SERVICES BY THE  
LINK

WHEREAS, The Link provides assessment and referrals to community resources and services to Adams County children between the ages of eight and seventeen; and,

WHEREAS, by means of an attached Intergovernmental Agreement (IGA), each participating local government in Adams County provides a share of funding to The Link based on each local government's pro rata share of the current six-year historical average for juvenile transports from its jurisdiction compared to the total for all participating jurisdictions.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the 2022 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link, a copy of which is attached hereto, be and hereby is approved.

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

**INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION AND FUNDING  
OF JUVENILE ASSESSMENT SERVICES BY  
THE LINK, A COMMUNITY ASSESSMENT & RESOURCE CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (hereafter "IGA") is made and entered into by and between Adams County, a political subdivision of the state of Colorado represented by and through the Adams County Sheriff's Office "Sheriff", the City of Commerce City, a Colorado municipal corporation ("Commerce City"), the City of Brighton, a Colorado municipal corporation ("Brighton"), the City and County of Broomfield ("Broomfield"), a Colorado municipal corporation, the City of Northglenn, a Colorado municipal corporation ("Northglenn"), the City of Thornton, a Colorado municipal corporation ("Thornton"), the city of Westminster, a Colorado municipal corporation "Westminster", and The Link, A Community Assessment and Resource Center, a Colorado non-profit corporation ("The Link"). The municipal corporations and the Sheriff identified herein will be referred to as "Participating Jurisdictions" and each individually as "Participating Jurisdiction." All parties to this IGA, including The Link, are referred to herein as "the Parties" and each individually as "Party."

**WITNESSETH:**

WHEREAS, Part 2 of Article I of Title 29, C.R.S., permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with one another to provide any function, service, or facility lawfully authorized by each of the contracting governments; and

WHEREAS, The Link has operated and initially served Adams County and the cities located within Adams County since its inception in October 1999, and Broomfield City and County since their addition to the 17th Judicial District; and

WHEREAS, The Link seeks annual intergovernmental agreements between itself and the identified Participating Jurisdictions it serves to establish joint funding obligations to enable The Link to continue to provide service to its Participating Jurisdictions; and

WHEREAS, the Parties collectively desire to enter into this IGA to provide funding for The Link and thereby ensure that The Link can continue to provide its services to juveniles and their guardians.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and promises contained herein, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

**I. GENERAL PROVISIONS**

- A. The Link shall maintain a centralized location for the provision of assessment, mediation, and intervention services for juveniles and their families who are referred to The Link from the Participating Jurisdictions; and, agrees to provide the

services, as identified herein, for the Participating Jurisdictions that are a party to this IGA.

- B. The Link will operate from 9025 Grant Street, Suite 150, Thornton Colorado 80229, and will provide services to the Participating Jurisdictions from this location. Nothing herein intends to restrict The Link from relocating or moving to another location within the 17th Judicial District for practical and economical purposes. The Link will operate pursuant to the direction of a Board of Directors ("Board") as established by The Link's by-laws and management will be by an administrative director.
- C. The Participating Jurisdictions agree to allocate and commit funds for The Link's 2022 operating year in accordance with the terms of this IGA.
- D. The Participating Jurisdictions may also, throughout the term of this IGA, agree, without restriction or limitation, to provide in kind contributions to The Link to assist The Link in providing services to and for the benefit of all Participating Jurisdictions.

## **II. SERVICES PROVIDED**

- A. General Service. The Link shall have authority over the operation of its programs and facilities which are provided for the use and benefit of the Participating Jurisdictions and their constituents. Funding provided to The Link pursuant to this IGA by the Participating Jurisdictions shall be for the services described herein.
- B. Specific Services. The Link shall be authorized to provide the services identified below to children who are between the ages of 7 and 17 years of age; up to the day prior to an individual's eighteenth birthday ("Juvenile"). The principle services of The Link are:
  - 1. Provide a centralized location for the assessment of Juveniles and referral to community resources and other intervention programs and services for Juveniles and their families who are referred to The Link by the Participating Jurisdictions.
  - 2. Conduct assessments of the needs of Juveniles and their families which may include, but is not limited to, screening for violence potential and self-destructive tendencies, human trafficking, substance use, abuse and neglect, future criminal behavior risk and treatment need factors.
  - 3. Make prompt referrals of Juveniles and their families to appropriate community services and agencies based on needs assessment and any and all other pertinent information.
  - 4. Provide crisis and mediation intervention for Juveniles and their families referred by the Participating Jurisdictions and the communities within. The



Link shall provide case coordination to support the progress of the intervention and resource referrals. Case information and The Link reports shall be shared for applicable pre-sentencing and status reports for municipal courts.

5. Coordinate and centralize the information collected by The Link for the Participating Jurisdictions involved with the Juveniles and their families.
  6. Provide rapid dissemination of assessment information to municipal courts, and the Participating Jurisdictions in accordance with all laws concerning confidentiality.
  7. Provide multi-tiered service approach, 24 hours-a-day, on all days of the year, through the provision of detention and screening services for delinquent Juveniles placed into a juvenile detention center, or intervention for applicable alternatives to detention according to Colorado Youth Detention Continuum (CYDC) and the funding provided The Link by contract pursuant to that legislation.
  8. Apply for and receive grants and other sources of funding and provide all services related to Juveniles which are authorized by the terms of any such grant or funding awards.
  9. Based on the services provided under contract with CYDC, The Link will ensure all staff receive training for screening and assessments to help determine the level of detention security required, and report findings to participating jurisdictions.
  10. Provide immediate social and mental health service referrals to Juveniles through community service providers and private providers who offer such services.
  11. Provide pre-screening of Juveniles for county and municipal offenses, misdemeanor and traffic warrants within the 17<sup>th</sup> Judicial District. In addition, The Link shall provide: Personal Recognizance bonding for municipal charges, screening of Juveniles to other levels of care according to the tool approved and used by the State of Colorado as well as current Chief Judge Orders, and the screening of Juveniles into juvenile detention if pending criminal charges require detention pursuant to the annual review of the CYDC funding.
  12. Have any additional authority and power necessary to accomplish the foregoing programs and objectives.
- C. Contracts. The Link shall have the responsibility and authority as reasonable and necessary to carry out the powers set forth in this IGA. Such authority shall include, but not be limited to, the authority to contract and lease property, purchase all

necessary supplies, equipment, materials, and services, including professional services, and to hire and discharge employees of The Link as deemed necessary to operate The Link.

- D. Fees. Fees, if any are to be charged for additional services, shall be established by The Link and shall be uniform and reasonable. Nothing herein is intended to limit the ability of The Link to charge fees for recoupment of expenses, as deemed appropriate. Such fees, however, shall not be duplicative of expenses or charges related to the Annual Assessments or IGA Contributions.
- E. Usage by other Entities. The Link Board of Directors ("Board"), by formal Board action, may permit other entities to make use of The Link services, or to permit Juveniles residing outside the 17<sup>th</sup> Judicial District, to be referred to The Link. The formal Board action shall include the charge to other entities to make use of The Link services and the terms of payment for such services. The Annual Assessments from Participating Jurisdictions shall not be used to fund services to other entities.

### **III. APPROPRIATION AND PAYMENT BY PARTIES OF THE ANNUAL ASSESSMENT**

- A. Appropriation and Funding Obligations. Each Participating Jurisdiction shall pay an Annual Assessment to the Link as set forth in Exhibit A by the 1st day of March of the year during which said funds are to be expended by The Link. The payment of each of the Participating Jurisdictions to The Link pursuant to this IGA is subject to the annual appropriation process of the respective Participating Jurisdiction in the manner required by state statute and local ordinance.
- B. Calculation of the Annual Assessment. Each Participating Jurisdiction shall be apportioned a percentage of the budget as an Annual Assessment based on the cost of that jurisdiction's pro rata share of the current six-year average of historical juvenile transports from the relevant jurisdiction to The Link as compared to the total for all of the Participating Jurisdictions ("Annual Assessment").
- C. Should any of the Participating Jurisdictions be partially within and partially without the territorial limits of the 17<sup>th</sup> Judicial District, the Party's Juvenile transport data within the 17<sup>th</sup> Judicial District shall be computed with the pro rata share of the Annual Assessment. Such jurisdiction shall only refer Juveniles within the boundaries of the 17<sup>th</sup> Judicial District to The Link.
- D. Contributions of New Parties. In the event that any municipal jurisdiction or county enforcement agency, other than the Participating Jurisdictions, wishes to use The Link services and provide funding for such services, after January 1<sup>st</sup> of each year, such entity may be included in this IGA by amendment as a "New Jurisdiction." The New Jurisdiction's assessment for its first year shall be determined based upon that jurisdiction's historical juvenile arrest and transport data available as

applicable from that New Jurisdiction as a proportion of the revised total for all of the Participating Jurisdictions multiplied by the Annual Assessment and adjusted for the remaining number of months of service in the calendar year. The monies as determined by this formula will be appropriated and paid sixty (60) days subsequent to execution of an Amendment to this IGA by all the Parties, as provided herein. For subsequent years, a New Jurisdiction's Annual Assessment shall be based on the formula provided for Participating Jurisdictions.

#### **IV. BUDGET**

- A. Budget Process. The Link shall annually prepare a preliminary budget and submit said budget to The Link's Board for approval. The preliminary budget shall contain detailed estimates of the operating expenses for the subsequent year. The preliminary budget shall identify the dollar amount of all revenue sources including the portion of revenue anticipated from Annual Assessments. The preliminary budget shall be approved by the Board by October 1<sup>st</sup> of each year. The approved preliminary budget shall be made available to the governing bodies of each of the Participating Jurisdictions as soon as possible.
1. The Participating Jurisdictions may provide proposals, comments, or changes to the approved preliminary budget to the Board on or before November 1<sup>st</sup> of each year. The Board may adjust the budget or Annual Assessments based on the proposals or comments of the Participating Jurisdictions.
  2. The final budget shall then be approved by the Board and certified by the Board's chair and treasurer ("Final Budget") The Final Budget shall be submitted to each of the governing bodies of the Participating Jurisdictions no later than December 31<sup>st</sup> of each year that this IGA is in effect.
- B. Contributions to the Budget. The Participating Jurisdictions shall contribute Annual Assessments as set forth in Exhibit A for each term of this IGA.

#### **V. FUNDS AND OPERATIONS**

- A. Designation of Funds. All funds paid to The Link by the Participating Jurisdictions, and any monies generated by The Link itself, shall be placed into a designated fund. Any operating expenses incurred by The Link shall be paid from said fund.
- B. Choice of Depository. All monies belonging to The Link or designated for use by The Link shall be deposited in the name and to the credit of The Link with such depositories as The Link shall from time to time designate, in compliance with all applicable laws.
- C. Disbursement of Funds. No disbursements of funds as provided by this IGA shall be made from the funds of The Link except by check, or credit card under the name of The Link.

- D. Fiscal Responsibility. The Link shall not borrow money nor shall it approve any claims or incur any obligations for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to The Link with which to pay the same.
- E. Operating and Capital Reserves. The Board shall have the authority to set aside unexpended revenues generated by the operation of The Link for purposes of establishing reserves which may be used for operating expenses such as expansion of services or replacement of equipment; or to establish capital improvement funds to provide for non-operating expenses of The Link such as improvements to the leased building to accommodate The Link's use.
- F. Insurance. The Link shall obtain and maintain adequate liability and property insurance coverage to protect against any claims and liabilities which may arise due to the activities conducted by The Link or the Board in an amount not less than the monetary limitations of liability provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq., as the same may be amended from time to time.
- G. Use of Funds. Nothing herein is intended to restrict or prohibit The Link from using the budget funds for any purpose as authorized by any grant funds or in connection with the services provided by The Link.

## **VI. RECORDS AND REPORTS**

- A. Record Keeping. The Link shall maintain accounts of its funds, properties, and business transactions, in accordance with applicable law.
- B. Annual Audit. The Link shall cause to be conducted an annual audit prior to the end of the calendar year. Such audit shall be conducted by an independent certified public accountant, registered and licensed to practice in the State of Colorado. The audit shall be made available for review by the respective Participating Jurisdictions upon request.
- C. Annual Report. By March 1<sup>st</sup> of each year, The Link shall prepare, present, and provide to the respective Participating Jurisdictions, a comprehensive annual report of The Link's activities and finances during the preceding year.
- D. Reports Required by Law, Regulations or Contract. The Link shall prepare and present such reports as may be required by law, regulation, or contract to any authorized federal, state or local officials to whom such report is required to be made in the course of operations.
- E. Reports Requested by the Participating Jurisdictions. The Link may, where practical, make available to Participating Jurisdictions reports or accountings of internal operations or expenses upon reasonable request.

## **VII. DEFAULT IN PERFORMANCE**

- A. Default by The Link. If, for whatever reason, The Link ceases its operation at any time during the calendar year, such cessation of services shall constitute a material breach of this IGA and will relieve the Participating Jurisdictions of their funding obligation for any pro rata share of funding submitted for the end of the IGA term. In such an event, the Link shall immediately notify the Participating Jurisdictions of the cessation of services. Upon such notice, the Participating Jurisdictions shall be relieved of any and all obligations contained herein. The Link shall reimburse to the Participating Jurisdictions their remaining pro rata share to the extent that such funds are available and upon the cessation of the services.
- B. Default by Participating Jurisdiction. In the event that any Participating Jurisdiction fails or refuses to provide the agreed upon funding pursuant to Exhibit A for any calendar year, after June 1<sup>st</sup> of such calendar year, such failure to pay shall constitute a material breach of this IGA. The Link shall notify the Participating Jurisdiction of such breach and if such breach is not cured within 30 days of such notification, the failure to cure shall constitute a material default and the Participating Jurisdiction shall be deemed excluded as a Participating Jurisdiction from this IGA. The Link shall thereafter be free to refuse the provision of services for any Juvenile from that Participating Jurisdictions' geographical area.

## **VIII. TERM, RENEWAL AND TERMINATION OF AGREEMENT**

- A. Term and Renewal of IGA. The IGA shall be in full force and effect for a period of one calendar year commencing on January 1, 2022 and ending on December 31, 2022 ("Term"). After the Term, the Participating Jurisdictions shall have an option to renew this IGA for an additional one year ("Renewal Term") upon written notification to The Link of intent to renew, dated 90 days prior to the end of the Term.
- B. Termination by Written Notice. Any Participating Jurisdiction's participation in this IGA may be terminated by written notice from the Participating Jurisdiction to The Link dated at least 90 days prior to January 1<sup>st</sup> of any given year. Any Participating Jurisdiction terminating its participation pursuant to this provision shall not be entitled to any reimbursement of its Annual Assessment previously paid to The Link.
- C. Termination of Participating Jurisdiction/Loss of Funds. Upon termination of a Participating Jurisdiction, whether by default in performance or by written notice, the remaining Participating Jurisdictions may continue to participate in this IGA. The Board, upon such termination of a Participating Jurisdiction may act to adjust the budget, or hours of operation to accommodate the loss in funds unless the remaining Participating Jurisdictions negotiate an amendment to the IGA setting forth revised Annual Assessments to address the immediate shortfall of funds or the Parties agree to terminate the IGA.

- D. Powers of The Link upon Termination by a Majority. This IGA may be terminated by the mutual agreement of a majority of the Parties. Upon such termination, the powers granted to The Link under this IGA shall continue to the extent necessary to make an effective disposition of the property, equipment, and assets of The Link.

## **IX. AMENDMENT**

This IGA may be amended at any time in writing by agreement of the Parties to this IGA subject to approval of the various governing bodies of the Participating Jurisdictions and The Link.

## **X. SEVERABILITY**

If any article, section, paragraph, sentence, clause or phrase of this IGA is held to be unconstitutional, illegal, or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this IGA.

## **XI. COUNTERPART**

This IGA may be signed in counterparts, and each counterpart shall be deemed an original, and all counterparts taken as a whole shall constitute one and the same instrument. A copy of an executed original IGA signed by a Party and transmitted by facsimile or electronic mail shall be deemed an original and any Party is entitled to rely on the validity, authenticity, and authority of an original transmitted by facsimile or electronic mail. The IGA shall become effective once all Parties have executed the IGA.

## **XII. NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein shall give rise to any rights or allow any claim by any third party. It is the express intention of the Parties that any third-party receiving benefits from this IGA shall be deemed an incidental beneficiary only.

## **XIII. SUPERSEDES**

This IGA supersedes and replaces all prior agreements and all amendments.

## **XIV. NON-DISCRIMINATORY POLICY**

The Link shall make its services, facilities, and programs available to all persons ages 7-17 up to their eighteenth birthday regardless of race, color, creed, national origin, ancestry, sex, sexual orientation, marital status, religion, or disability.

## **XV. NO GENERAL OBLIGATION INDEBTEDNESS**

As this IGA will extend beyond the current fiscal year, the Parties understand and intend that the obligation of the Participating Jurisdictions to pay the Annual Assessment hereunder constitutes a current expense of the Participating Jurisdiction payable exclusively from the Participating

Jurisdiction's funds and appropriated each fiscal year and shall not in any way be construed to be a multi-fiscal year debt or other financial obligation within the meaning of Article X, Section 20, of the Colorado Constitution, a general obligation of indebtedness of the Participating Jurisdictions within the meaning of any provision of Article XI, of the Colorado Constitution, or any other constitutional or statutory indebtedness. None of the Participating Jurisdictions has pledged the full faith and credit of the state, or the Participating Jurisdictions to the payment of the charges hereunder, and this IGA shall not directly or contingently obligate the Participating Jurisdictions to apply money from, or levy or pledge any form of taxation to, the payment of the annual operating costs.

#### **XVI. LITIGATION**

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

#### **XVII. WAIVER**

A waiver by any Party of a breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by any other Parties.

#### **XVIII. PARAGRAPH CAPTIONS**

The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this IGA.

#### **XIX. GOVERNMENTAL IMMUNITY**

The Participating Jurisdictions acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this IGA, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Participating Jurisdictions, their officers, or employees.

**IN WITNESS WHEREOF**, the Parties hereto have executed this IGA to become effective upon final execution by all Parties.

# ADAMS COUNTY, COLORADO

By: Lynn Baca Date \_\_\_\_\_  
Title: Chair, Board of Commissioners

ATTEST:

By: Erica Hannah  
Title: Clerk to the Board of Commissioners

APPROVED AS TO FORM:

By: Heidi Miller  
Title: Adams County Attorney



**CITY OF BRIGHTON**

\_\_\_\_\_  
By: Greg Mills  
Title: Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
By: Natalie Hoel  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Jack D. Bajorek  
Title: City Attorney

**CITY AND COUNTY OF BROOMFIELD**

---

By: Jennifer Hoffman  
Title: City and County Manager

Date

ATTEST:

---

By: Erika Delaney Lew  
Title: City and County Deputy Clerk

APPROVED AS TO FORM:

---

By: Nancy Rodgers  
Title: City and County Attorney

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
By: Roger Tinklenberg      Date  
Title: City Manager

ATTEST:

\_\_\_\_\_  
By: Dylan Gibson  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By:  
Title: City Attorney

**CITY OF NORTHGLENN**

\_\_\_\_\_  
By: Heather Geyer                      Date  
Title: City Manager

ATTEST:

\_\_\_\_\_  
By: Johanna Small  
Title: City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: Corey Y. Hoffman  
Title: City Attorney

**CITY OF THORNTON**

---

By: Kevin S. Woods  
Title: City Manager

Date

ATTEST:

---

By: Kristen Rosenbaum  
Title: City Clerk

APPROVED AS TO FORM:

---

By: Tami Yellico  
Title: City Attorney

**CITY OF WESTMINSTER**

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By: Jody Andrews                      Date  
Title: Acting City Manager

ATTEST:

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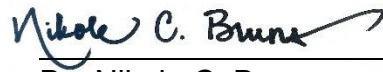
By: Abby Fitch  
Title: City Clerk

APPROVED AS TO FORM:

---

By: David Frankel  
Title: City Attorney

**The Link - A Community Assessment &  
Resource Center**  
A Colorado Non-Profit Corporation

 13 December 2021  
By: Nikole C. Bruns Date  
Title: Executive Director







## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Adams County Head Start 2.28% Cost of Living Adjustment Supplemental Application
<b>FROM:</b> Katie McDougal, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution approving the Adams County Head Start 2.28% Cost of Living Adjustment Supplemental Application

### **BACKGROUND:**

Adams County Head Start is applying for a 2.28% Cost of Living Adjustment in the amount of \$105,048 for salary increases. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application requires Adams County Head Start to provide a 20.0% non-federal match totaling \$26,262. The total amount is \$131,310. The non-federal match will be provided through donated goods and local grant. Funds will be used to supplement the County Annual Employee Investment. The supplemental application is due to the Administration for Children and Families on June 1, 2022.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Head Start and the U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution attached

**FISCAL IMPACT:**

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

**Fund:** 31**Cost Center:** Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5230		\$105,048
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$105,048</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$105,048
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>\$105,048</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 THE ADAMS COUNTY HEAD START  
COST OF LIVING ADJUSTMENT SUPPLEMENTAL APPLICATION

WHEREAS, Adams County Head Start wishes to submit a 2.28% Cost of Living Adjustment Supplemental Application to the Region VIII Office of Head Start; and,

WHEREAS, funds from the Cost of Living Adjustment will be used to support permanent salary increases for County Head Start staff.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Supplemental Application for a 2.28% Cost of Living Adjustment for Adams County Head Start be approved.

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



**Human Services Center**

**720.523.2000**  
11860 Pecos St.  
Westminster, CO 80234  
[adcogov.org](http://adcogov.org)

May 24, 2022

Samantha Lyons  
Office of Head Start, Region VIII  
Administration for Children & Families  
999 18<sup>th</sup> Street, South Terrace, Ste 499  
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health & Human  
Services 2.28% Cost of Living Adjustment Supplemental Application;  
08CH011854

Dear Ms. Lyons,

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start 2.28% Cost of Living Adjustment Supplemental Application which includes \$105,048 for permanent salary increases.

Sincerely,

Lynn Baca, Chair  
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

**Adams County Head Start  
08CH011854  
Cost of Living Adjustment Supplemental Application**

**Program Narrative**

Adams County Head Start (ACHS) is requesting funds for a Cost of Living Adjustment (COLA). The program is applying for the eligible amount of \$105,048 available through the funding allocated for the 2.28% COLA by the Administration for Children and Families – Office of Head Start. This funding will result in a permanent salary increase for ACHS employees and pay range of unfilled vacancies; helping ACHS attract and retain qualified staff and maintain high quality services in Adams County communities.

**Cost of Living Adjustment**

All ACHS employees will receive a minimum of a 2.28% salary increase in the 2022 program year and these increases will be applied retroactively to the start of the FY2022. Each job family will receive a permanent pay scale increase of at least 2.28%.

The following are not applicable to Adams County Head Start:

- *The rationale if employees are receiving less than the 2.28% percent COLA or differential COLA increases.*

**Budget Narrative**

**Operating Costs**

ACHS will utilize the COLA award to permanently fund the pay scale increases in employee salaries and benefits. Approximately \$73,534 of the awarded COLA funding will be allocated to employee salaries and \$31,514 toward benefits.

### **Non-Federal Share or In-kind**

The COLA requires a 20% non-federal share match. The COLA federal funds will be matched in the amount of \$26,262 by local in-kind support.

Donated items for transitions to Kindergarten provided by A Precious Child	\$9,000
Temple Hoyne Buell Foundation Grant for operational expenses	\$17,262
<b>Total non-federal match</b>	<b>\$26,262</b>



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Adams County Head Start Quality Improvement Funding Supplemental Application
<b>FROM:</b> Katie McDougal, Director of Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the resolution approving the Adams County Head Start Quality Improvement Funding Supplemental Application.

### **BACKGROUND:**

Adams County Head Start is applying for Quality Improvement funding in the amount of \$13,323. These funds are being made available through the U.S. Department of Health and Human Services, Administration for Children and Families to Head Start programs. This supplemental application requires Adams County Head Start to provide a 20.0% non-federal match totaling \$3,330.75. The total amount is \$16,653.75. The non-federal match will be provided through a local grant. Funds will be used to supplement the County Annual Employee Investment. The supplemental application is due to U.S. Department of Health and Human Services, Administration for Children and Families on June 1, 2022.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Head Start and the U.S. Department of Health and Human Services

### **ATTACHED DOCUMENTS:**

Resolution attached

**FISCAL IMPACT:**

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

**Fund: 31****Cost Center: Various**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5230		\$13,323
Additional Revenue not included in Current Budget:			\$
<b>Total Revenues:</b>			<u>\$13,323</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7000.9999		\$13,323
Add'l Operating Expenditure not included in Current Budget:			\$
Current Budgeted Capital Expenditure:			0
Add'l Capital Expenditure not included in Current Budget:			0
<b>Total Expenditures:</b>			<u>\$13,323</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 THE ADAMS COUNTY HEAD START QUALITY  
IMPROVEMENT FUNDING SUPPLEMENTAL APPLICATION

WHEREAS, Adams County Head Start wishes to submit a Quality Improvement Funding Supplemental Application to the Region VIII Office of Head Start; and,

WHEREAS, funds from the Quality Improvement Funding will be used to sustain investments in quality improvements for the County Head Start program.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the Quality Improvement Funding Supplemental Application for Adams County Head Start be approved.

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



**Human Services Center**

**720.523.2000**  
11860 Pecos St.  
Westminster, CO 80234  
[adcogov.org](http://adcogov.org)

May 24, 2022

Samantha Lyons  
Office of Head Start, Region VIII  
Administration for Children & Families  
999 18<sup>th</sup> Street, South Terrace, Ste 499  
Denver, CO 80202

Re: Approval of Adams County Head Start's U.S. Department of Health & Human  
Services Quality Improvement Funding Request; 08CH011854

Dear Ms. Lyons,

As the Authorized Representative and Certifying Officer of the Adams County Board of County Commissioners on behalf of Adams County Head Start ("ACHS"), I am writing to confirm that during a regularly scheduled Public Hearing session the Adams County Board of County Commissioners, ACHS governing board approved the Adams County Head Start Quality Improvement Funding Request to attract qualified staff by improving compensation.

Sincerely,

Lynn Baca, Chair  
Board of County Commissioners

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Eva J. Henry  
DISTRICT 1

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**Adams County Head Start 08CH011854**  
**Quality Improvement Funding Request**

Nationally, educators are leaving the profession, causing a strain in the early childhood education sector, impacting the ability for programs to retain and hire qualified staff. Adams County Head Start is experiencing the impact. Currently, we have ten positions open in in the education area; five teacher, one assistant teacher, and four substitute teacher positions open. We have made every attempt to hire for several of these positions for almost a year. The inability to hire educators is impeding the opportunity for the neediest children and their families to enroll in our program. Adams County Head Start is unable to open three classrooms; forcing the most vulnerable children in our communities to remain on the program's waitlist. They are waiting for availability in specific centers due to the lack of staffing. The program plans to address these challenges by utilizing the quality improvement funding, if granted, to attract and retain qualified staff by improving compensation.

**Budget Narrative**

The program is requesting funding to address the competitive teacher salaries in the surrounding districts. The total requested, to increase eight Teacher I position salaries and eight Teacher II by an additional 1.7% is \$13,323. The additional 1.7% will be retroactive to FY 2022 for Teacher I and Teacher II positions. This will attract qualified teachers and thus increase our ability to open vacant classrooms due to not having sufficient staff.

**Increase Compensation to Attract and Retain Qualified Staff**

The \$13,323 will be allocated to staff salaries.

**Federal Match**

The Quality Improvement federal fund requires a 20% non-federal share match. The non-federal match will be provided from the Temple Hoyne Buell Foundation Grant for operational usage in the amount of \$3,330.75.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution approving Right-Of-Way Agreement between Adams County and Tomasa Aguirre for property necessary for the ADA Transition Area III – Steele Street Improvements Project
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the ADA Transition Area III – Steele Street Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the Steele Street corridor from East Niver Creek to East 88<sup>th</sup> Avenue for the ADA Transition Area III – Steele Street Improvements Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent. Attached is a copy of the right-of-way agreement between Adams County and Tomasa Aguirre, for acquisition of the property interests in the amount of \$54,720.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

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

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement

**FISCAL IMPACT:**

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

**Fund: 13****Cost Center: 3056**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

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

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND TOMASA AGUIRRE FOR PROPERTY NECESSARY FOR THE  
ADA TRANSITION AREA III – STEELE STREET IMPROVEMENTS PROJECT IN THE  
AMOUNT OF \$54,720.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along ADA Transition Area III – Steele Street Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of 8420 Steele Street located in the Northeast Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Tomasa Aguirre, (“Parcel 8”); and,

WHEREAS, Adams County requires ownership of Parcel 8 for construction of the street improvements; and,

WHEREAS, Tomasa Aguirre is willing to sell Parcel 8 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

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

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

### **Right-of-Way Agreement**

This Agreement is made and entered into by and between Tomasa Aguirre, whose address is 8420 Steele Street, Thornton, Colorado 80229 ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at address of property being conveyed hereinafter (the "Property") for the Steele Street 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 **FIFTY-FOUR THOUSAND SEVEN-HUNDRED TWENTY DOLLARS (\$54,720.00)**, 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 **(\$21,658.00) for the conveyance of road right-of-way and (\$33,062.00) for improvements**. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

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

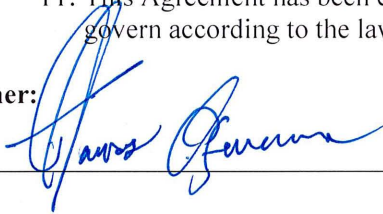
1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.
6. The County will, upon acquisition, remove vegetation within the new right of way, grade to provide proper drainage, install a new driveway apron for access

to the remainder property. The County has agreed to compensate the owner for the loss of some sprinkler heads and underground sprinkler lines, and to compensate the owner for the loss of a large tree.

7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. 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.
9. 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.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

Owner:

By:



Tomasa Aguirre, Property Owner

Date:

4/18/22

Approved:

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

Chair

Date

Approved as to Form:



County Attorney



**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-8**  
**DATE: SEPTEMBER 24, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-8 of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 2,256 sq. ft. (0.052 acres), more or less, lying in the Northeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of the property described at Reception No. 2014000032001 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the southwest corner said property, also being on the east right-of-way line of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears South 35°35'51" West, 51.37 feet, said point being the TRUE POINT OF BEGINNING;

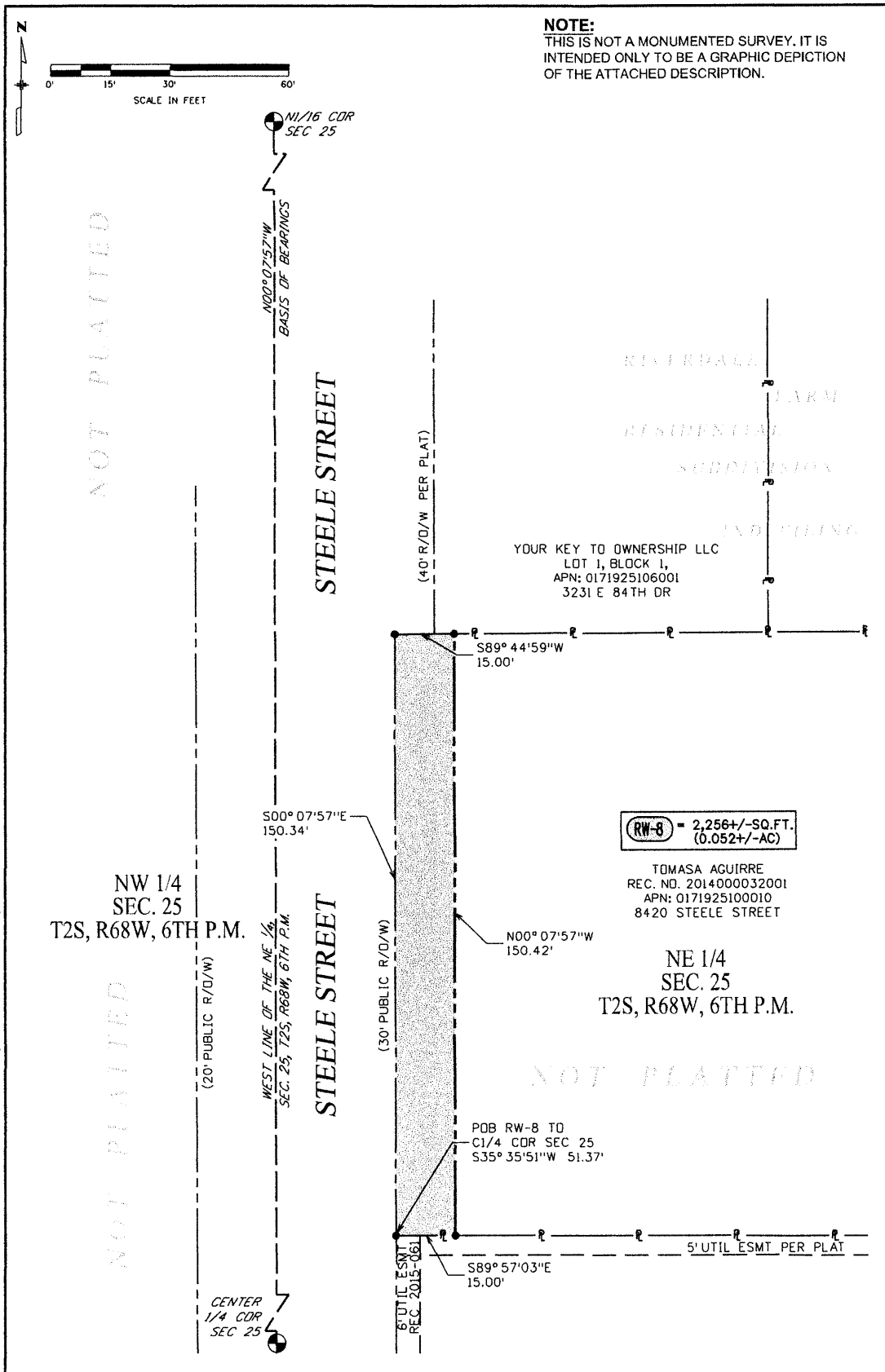
1. Thence along the south line of said property, South 89°57'03" East, a distance of 15.00 feet;
2. Thence North 00°07'57" West, a distance of 150.42 feet, to the north line of said property;
3. Thence along said north line, South 89°44'59" West, a distance of 15.00 feet, to the northwest corner of said property, said corner also being on the east right-of-way line of Steele Street;
4. Thence along said east right-of-way line, South 00°07'57" East, a distance of 150.34 feet, more or less, to the TRUE POINT OF BEGINNING.

The above described tract or parcel of land contains 2,256 sq. ft. (0.052 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





10/25/2021 2:09:58 PM J:\2021\0211\15-00 - Steele St ROW Plat Survey\07\_Drawings\1593.08.DWG - Exhibit-RW-8.dgn



**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
1st Floor, Suite W5700  
Brighton, CO 80601  
Phone: 720-523-6875



6613 OTC Parkway, Suite 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 682-8838 / (303) 692-0470 Fax  
www.f-w.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

PARCEL NUMBER RW-8  
NE1/4 SEC 25, T-2-S R-68-W, 6TH PM  
ADAMS COUNTY, COLORADO

Project No: 18930  
Date: October 21, 2021  
Sheet Number: 1 of 1



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Acceptance of Permanent Access Easement from Rock Family Farm, LLC
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Greg Labrie, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the dedication of a permanent access easement from Rock Family Farm, LLC.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6th Principal Meridian has completed an Engineering Review and Building Permit associated with the Parcel No. 0156900000161. Pursuant to these applications, the dedication of an access easement to storm water detention facilities was requested by Adams County.

The subject request is consistent with the requirement for the dedication of an access easement. Staff reviewed the dedication of the access easement for the proposed agricultural improvements, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Permanent Access Easement from Rock Family Farm, LLC to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT ACCESS EASEMENT FROM ROCK  
FAMILY FARM, LLC, TO ADAMS COUNTY FOR ACCESS TO STORM WATER  
DETENTION LOCATIONS

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a permanent access easement from Rock Family Farm, LLC, for property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> Principal Meridian as described in the attached permanent access easement; and,

WHEREAS, this permanent access easement is in conjunction with an engineering review and construction documents; 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 28<sup>th</sup> day of April 2022, the Planning Commission recommended that the Board of County Commissioners accept said permanent access easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached permanent access easement from Rock Family Farm, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## **PERMANENT ACCESS EASEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

That ROCK FAMILY FARM, LLC, whose legal address is 15000 Picadilly Rd, Brighton, CO, 80603, 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 access easement for the purpose of maintaining two detention ponds. Said easement to be used solely in the event Grantor fails to maintain such permanent drainage easement 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 access.

In the event the County exercises its right to maintain the access all of the County's costs to maintain the access shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

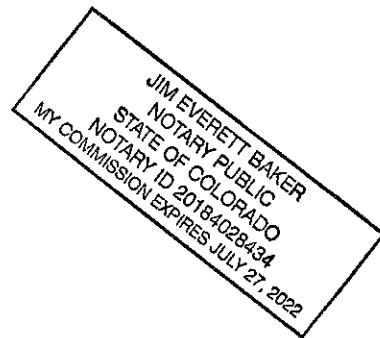
In further consideration of the granting of this easement, it is hereby agreed that all work performed by the county, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the facilities and appurtenances installed and any damage caused on said easement arising out of the reconstruction, maintenance and repair of said access 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, the parties hereto have set their hand and seal this

16 day of March 2022.

By: David Rock

David Rock, as Manager, Rock Family Farm, LLC



STATE OF COLORADO \_\_\_\_\_ )  
COUNTY OF Adams \_\_\_\_\_ ) §

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March 2022 by David Rock, as Manager of Rock Family Farm, LLC

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

[Signature]  
Notary Public

My commission expires: July 27, 2022

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION – ACCESS ROAD TO DETENTION PONDS**

A 20-foot-wide access easement located in the NW1/4 of Section 13, T1S, R66W of the 6th P.M., County of Adams, State of Colorado, being 10-feet on either side of the centerline described as follows:

COMMENCING at the Northwest Corner of said Section 13, from which the W1/4 Corner of said Section 13 bears S00°05'02"E, 2616.44 feet (Basis of Bearing), thence 1241.26 feet along the Westerly Line of said NW1/4 of Section 13, thence N89°54'58"E, 30.00 feet to a point on the Easterly Right-of-Way Line of Picadilly Road and the POINT OF BEGINNING;

Thence N89°54'58"E, 26.66 feet to a point of curve to the right;

Thence 90.34 feet along the arc of said curve, said curve having a radius of 276.56 feet, a central angle of 18°42'55", and being subtended by a chord bearing S80°43'34"E, a distance of 89.94 feet;

Thence S71°22'06"E, 218.00 feet to a point of curve to the right;

Thence 97.71 feet along the arc of said curve, said curve having a radius of 78.00 feet, a central angle of 71°46'26", and being subtended by a chord bearing S35°28'53"E, a distance of 91.45 feet;

Thence S00°31'41"W, 73.44 feet to Point A;

Thence continuing S00°31'41"W, 14.23 feet to a point of curve to the right;

Thence 44.46 feet along the arc of said curve, said curve having a radius of 89.78 feet, a central angle of 28°22'20", and being subtended by a chord bearing S14°42'51"W, a distance of 44.01 feet to a point of continued curve to the right;

Thence 53.69 feet along the arc of said curve, said curve having a radius of 239.54 feet, a central angle of 12°50'30", and being subtended by a chord bearing S35°19'16"W, a distance of 53.58 feet;

Thence S41°44'31"W, 5.60 feet to a point of curve to the left;

Thence 80.85 feet along the arc of said curve, said curve having a radius of 110.78 feet, a central angle of 41°48'49", and being subtended by a chord bearing S20°50'06"W, a distance of 79.06 feet;

Thence S00°27'09"W, 92.34 feet to a point of curve to the left;

Thence 90.54 feet along the arc of said curve, said curve having a radius of 90.66 feet, a central angle of 57°13'11", and being subtended by a chord bearing S28°09'26"E, a distance of 86.82 feet to a point of reverse curve to the right;

Thence 40.45 feet along the arc of said curve, said curve having a radius of 64.19 feet, a central angle of 36°06'17", and being subtended by a chord bearing S38°42'53"E, a distance of 39.78 feet;

Thence S20°39'45"E, 102.13 feet to a point of curve to the left;



Thence 70.30 feet along the arc of said curve, said curve having a radius of 58.05 feet, a central angle of 69°22'56", and being subtended by a chord bearing S55°21'13"E, a distance of 66.08 feet to POINT B;

Thence S89°49'58"E, 467.27 feet to the POINT OF TERMINATION;

TOGETHER WITH:

LEGAL DESCRIPTION – ACCESS ROAD TO EAST POND

A 20-foot-wide access easement located in the NW1/4 of Section 13, T1S, R67W of the 6th P.M., County of Adams, State of Colorado, being 10-feet on either side of the centerline described as follows:

BEGINNING at a point on the above described centerline, known as POINT A, and following a curve to the left;

Thence 4.70 feet along the arc of said curve, said curve having a radius of 14.77 feet, a central angle of 18°14'46", and being subtended by a chord bearing S08°35'42"E, a distance of 4.68 feet;

Thence S17°43'05"E, 48.24 feet to a point of curve to the left;

Thence 93.69 feet along the arc of said curve, said curve having a radius of 162.65 feet, a central angle of 33°00'18", and being subtended by a chord bearing S34°13'14"E, a distance of 92.40 feet to a point of continued curve to the left;

Thence 7.33 feet along the arc of said curve, said curve having a radius of 14.77 feet, a central angle of 28°26'48", and being subtended by a chord bearing S64°56'47"E, a distance of 7.26 feet to a point of continued curve to the left;

Thence 29.83 feet along the arc of said curve, said curve having a radius of 229.42 feet, a central angle of 07°26'57", and being subtended by a chord bearing S82°53'40"E, a distance of 29.81 feet;

Thence S89°20'41"E, 186.57 feet;

Thence N88°11'59"E, 171.97 feet;

Thence S89°59'04"E, 305.11 feet;

Thence S87°13'09"E, 213.07 feet;

Thence S13°15'58"E, 23.23 feet to the POINT OF TERMINATION;

**NOTICE:** According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered 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.

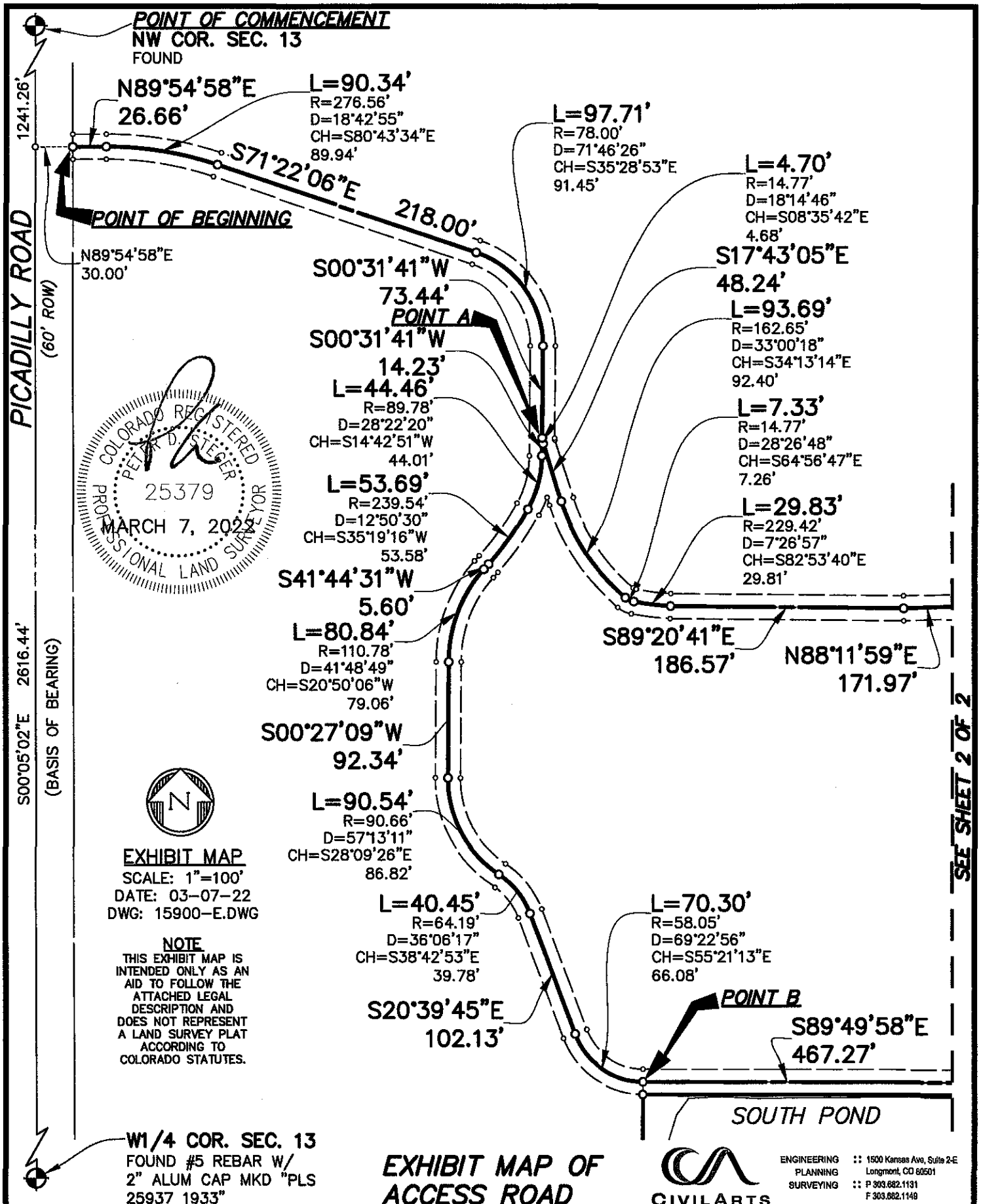
Peter D. Steger  
Colorado Professional Land  
Surveyor No. 25379  
1500 Kansas Ave., Longmont, CO 80501

Date: 03/07/20

File: 1590-0\_Road.lgl\_a.docx

Project: 1590-0

**SHEET 1 OF 2**



# ILLUSTRATION FOR EXHIBIT "A"

SHEET 2 OF 2



## EXHIBIT MAP

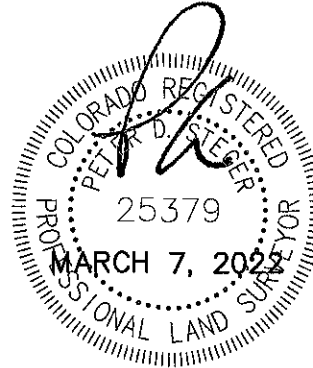
SCALE: 1"=100'

DATE: 03-07-22

DWG: 15900-E.DWG

### NOTE

THIS EXHIBIT MAP IS  
INTENDED ONLY AS AN  
AID TO FOLLOW THE  
ATTACHED LEGAL  
DESCRIPTION AND  
DOES NOT REPRESENT  
A LAND SURVEY PLAT  
ACCORDING TO  
COLORADO STATUTES.



SEE SHEET 1 OF 2

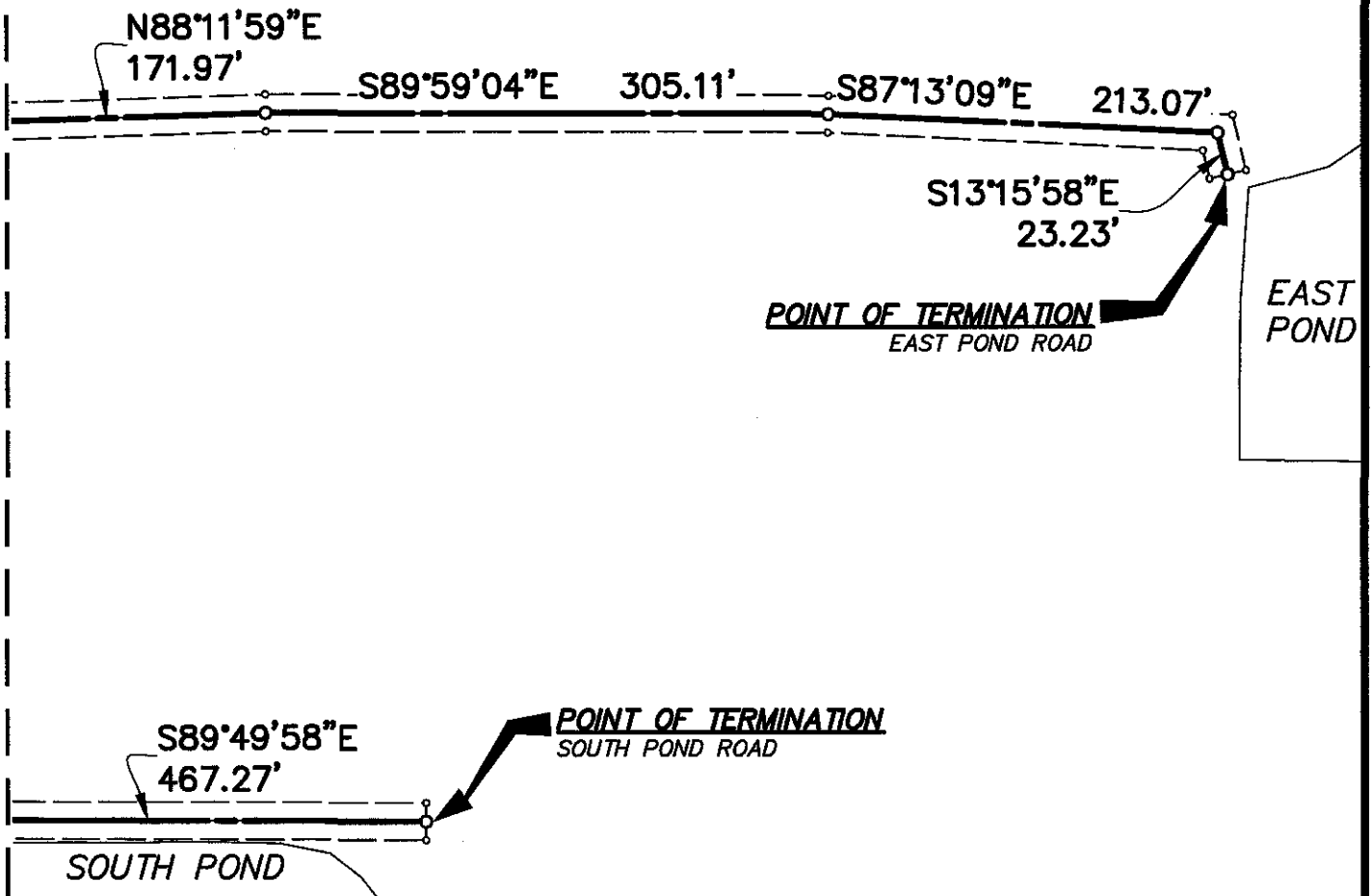


EXHIBIT MAP OF  
ACCESS ROAD



ENGINEERING :: 1500 Kansas Ave, Suite 2-E  
PLANNING Longmont, CO 80501  
SURVEYING :: P 303.682.1131  
F 303.682.1149

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT ACCESS  
EASEMENT FROM ROCK FAMILY FARM, LLC, TO ADAMS COUNTY FOR  
ACCESS TO STORM WATER DETENTION LOCATION**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the April 28, 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a permanent access easement from Rock Family Farm, LLC, for access to storm water detention areas being on the following described property:

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

WHEREAS, the Permanent Access Easement is in conjunction with an Engineering Review and grading permit for a property located in the Northwest quarter of the Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> 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 the Permanent Access Easement from Rock Family Farm, LLC, be accepted by the Board of County Commissioners.

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

I, John F. Dupont, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Acceptance of Permanent Drainage Easement from Rock Family Farm, LLC for the South Pond
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Greg Labrie, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the dedication of a permanent drainage easement from Rock Family Farm, LLC for the South Pond.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6th Principal Meridian has completed an Engineering Review and Building Permit associated with the Parcel No. 0156900000161. Pursuant to these applications, the dedication of a permanent drainage easement was requested by Adams County for the South Pond.

The subject request is consistent with the requirement for the dedication of a permanent drainage easement. Staff reviewed the dedication of the permanent drainage easement for the proposed agricultural improvements, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Permanent Drainage Easement from Rock Family Farm, LLC to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM ROCK FAMILY FARM, LLC, TO ADAMS COUNTY FOR STORM WATER  
DRAINAGE PURPOSES OF THE SOUTH POND

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a permanent drainage easement from Rock Family Farm, LLC, for property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> Principal Meridian as described in the attached permanent drainage easement; and,

WHEREAS, this permanent drainage easement is in conjunction with a building permit and engineering review; 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 28<sup>th</sup> day of April 2022, the Planning Commission recommended that the Board of County Commissioners accept said permanent drainage easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached permanent drainage easement from Rock Family Farm, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **ROCK FAMILY FARM, LLC**, whose legal address is 15000 Picadilly Rd., Brighton, CO, 80603, 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 Exhibits "A", attached hereto and incorporated herein 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 the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

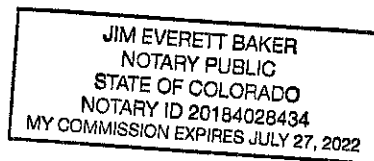
In further consideration of the granting of this easement, it is hereby agreed that all work performed by the County, its successors and assigns, in connection with this easement shall be done with care, and the surface of the property shall be restored to its original condition, or as close thereto 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 16 day of March, 2022.

By: David Rock

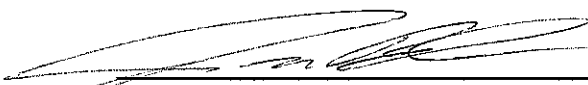
David Rock, as Manager of Rock Family Farm, LLC



STATE OF COLORADO )  
COUNTY OF Adams ) §

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2022 by David Rock, as Manager of Rock Family Farm, LLC

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

My commission expires: July 27 2022   
Notary Public

## **EXHIBIT "A"**

### LEGAL DESCRIPTION – SOUTH POND

A tract of land located in the NW1/4 of Section 13, T1S, R66W of the 6th P.M., County of Adams, State of Colorado, being more particularly described as follows:

COMMENCING at POINT B on the Access Road to South Pond, thence S00°03'56"W, 10.00 feet to the Southerly Line of the 20-foot easement for the South Pond Road, and the POINT OF BEGINNING;

Thence S89°49'58"E, 467.25 feet along said Southerly Line;

Thence S13°00'51"E, 94.58 feet;

Thence S17°31'47"W, 64.62 feet;

Thence N89°49'58"W, 469.26 feet;

Thence N00°03'56"E, 74.03 feet;

Thence S72°07'13"W, 145.77 feet;

Thence N17°52'47"W, 20.01 feet;

Thence N72°07'13"E, 152.25 feet;

Thence N00°03'56"E, 58.70 feet to the POINT OF BEGINNING;

Area = 76,535 square feet (1.757 acres), more or less.

**NOTICE:** According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered 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.

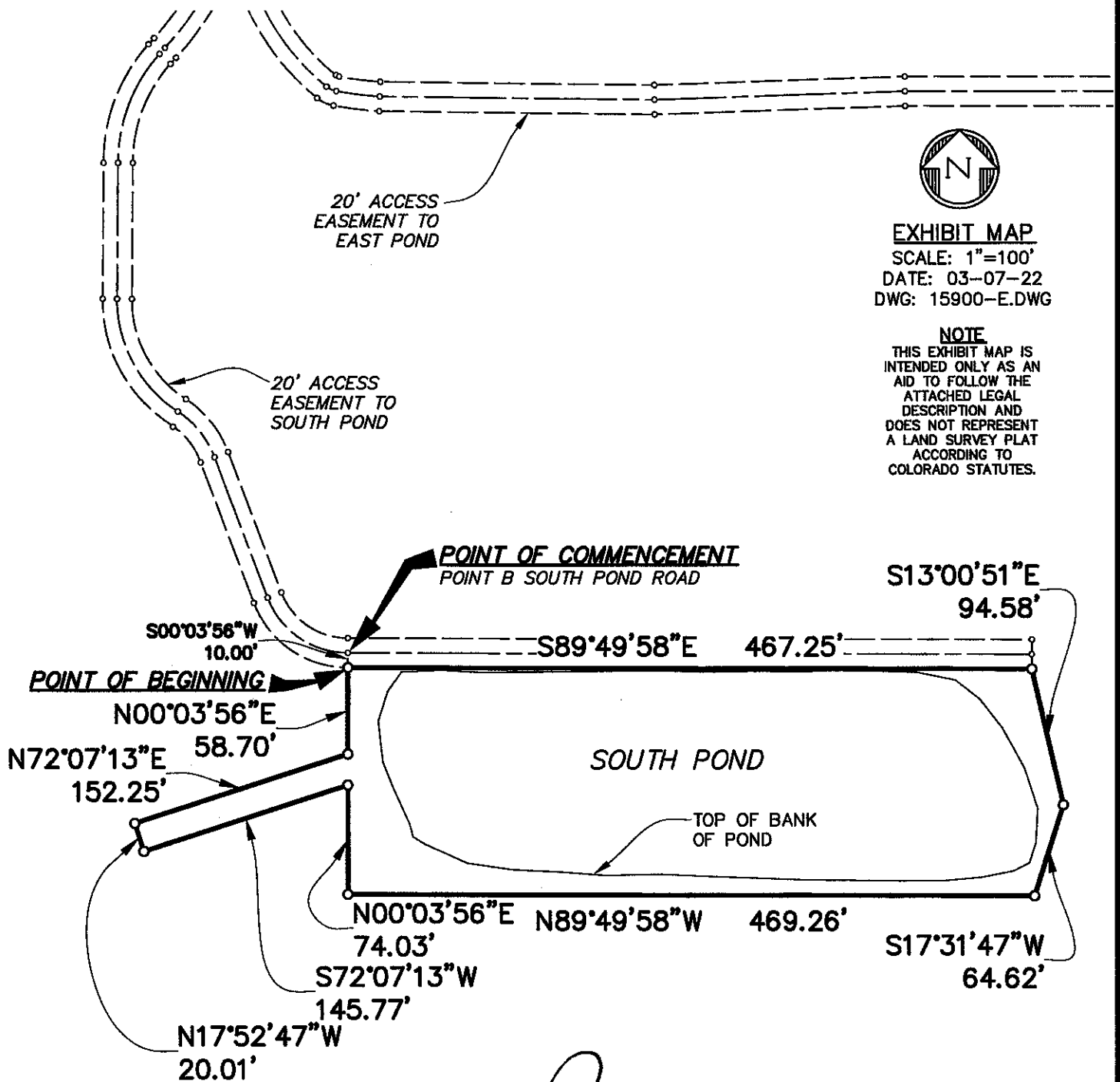
Peter D. Steger  
Colorado Professional Land  
Surveyor No. 25379  
1500 Kansas Ave #2, Longmont, CO 80501

Date: \_\_\_\_\_



# ILLUSTRATION FOR EXHIBIT "A"

SHEET 1 OF 1



## EXHIBIT MAP

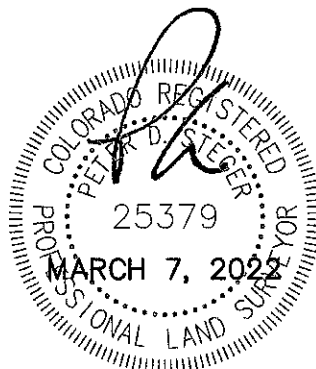
SCALE: 1"=100'

DATE: 03-07-22

DWG: 15900-E.DWG

### NOTE

THIS EXHIBIT MAP IS  
INTENDED ONLY AS AN  
AID TO FOLLOW THE  
ATTACHED LEGAL  
DESCRIPTION AND  
DOES NOT REPRESENT  
A LAND SURVEY PLAT  
ACCORDING TO  
COLORADO STATUTES.



## EXHIBIT MAP OF SOUTH POND



ENGINEERING :: 1500 Kansas Ave, Suite 2-E  
PLANNING :: Longmont, CO 80501  
SURVEYING :: P 303.682.1131  
F 303.682.1149

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM ROCK FAMILY FARM, LLC, TO ADAMS COUNTY FOR  
DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>th</sup> day of April 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Permanent Drainage Easement from Rock Family Farm, LLC, for permanent storm water drainage facility purposes being on the following described property:

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

WHEREAS, this Permanent Drainage Easement is on property located in the Northwest quarter of Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> 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 Permanent Drainage Easement from Rock Family Farm, LLC, be accepted by the Board of County Commissioners.

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

I, John F. D. Priest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Federal Partners, LLC, to Adams County, for the dedication of road right-of-way
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> 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 right-of-way along East 58th Avenue for the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street. The County is in need of a portion of Federal Partners, LLC, 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

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  
FEDERAL PARTNERS, LLC, TO ADAMS COUNTY, FOR THE DEDICATION OF ROAD  
RIGHT-OF-WAY IN THE AMOUNT OF \$253,530.00

WHEREAS, Adams County is in the process of acquiring right-of-way and temporary construction easements along East 58<sup>th</sup> Avenue for the East 58<sup>th</sup> Avenue Improvements Project – East 58<sup>th</sup> Avenue from Clarkson Street to York Street (the “Project”); and,

WHEREAS, this right-of-way parcel is from a property at 1890 East 58<sup>th</sup> Avenue, located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by Federal Partners, LLC, (“Parcel 35”); and,

WHEREAS, Adams County requires ownership of Parcel 35 for construction of the Project; and,

WHEREAS, Federal Partners, LLC has executed a Warranty Deed to dedicate Parcel 35 for road right-of-way purposes for East 58<sup>th</sup> Avenue which 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 28<sup>th</sup> day of April, 2022, 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 Federal Partners, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

Doc fee: Exempt

### WARRANTY DEED

THIS DEED, dated this 10<sup>th</sup> day of March, 2022, between **Federal Partners LLC, a Colorado limited liability company**, whose address is 11007 Meade Court, Westminster, Colorado 80031, 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 and in consideration of the sum of **Two Hundred Fifty-Three Thousand Five Hundred Thirty and No/100 Dollars (\$253,530.00)**, and 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.

Also known by street and number as: being a portion of 1890 East 58<sup>th</sup> Avenue  
Assessor's schedule or parcel number: 0182511400063

**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 interests of record.

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.

**Federal Partners LLC, a Colorado limited liability company**

By: John L. Domenico  
Print: John L. Domenico  
Title: Member

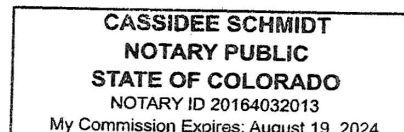
STATE OF CO)  
County of Denver) §

The foregoing instrument was acknowledged before me this 10 day of March, 2022, John L. Domenico, as Member of Federal Partners LLC, a Colorado limited liability company.

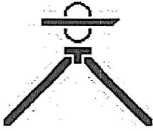
Witness my hand and official seal.

My commission expires: 8-19-24

Notary Public







Drexel, Barrell & Co.

JULY 25, 2019

Engineers/Surveyors

Boulder  
Colorado Springs  
Greeley

1800 38<sup>th</sup> Street  
Boulder, CO 80301-2620

303.442.4338  
303.442.4373 Fax

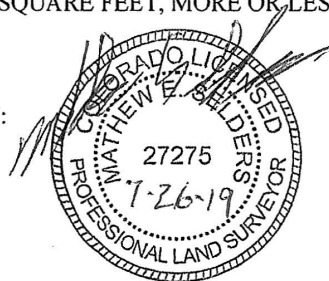
**LEGAL DESCRIPTION  
PARCEL RW-35  
RIGHT-OF-WAY DEDICATION**

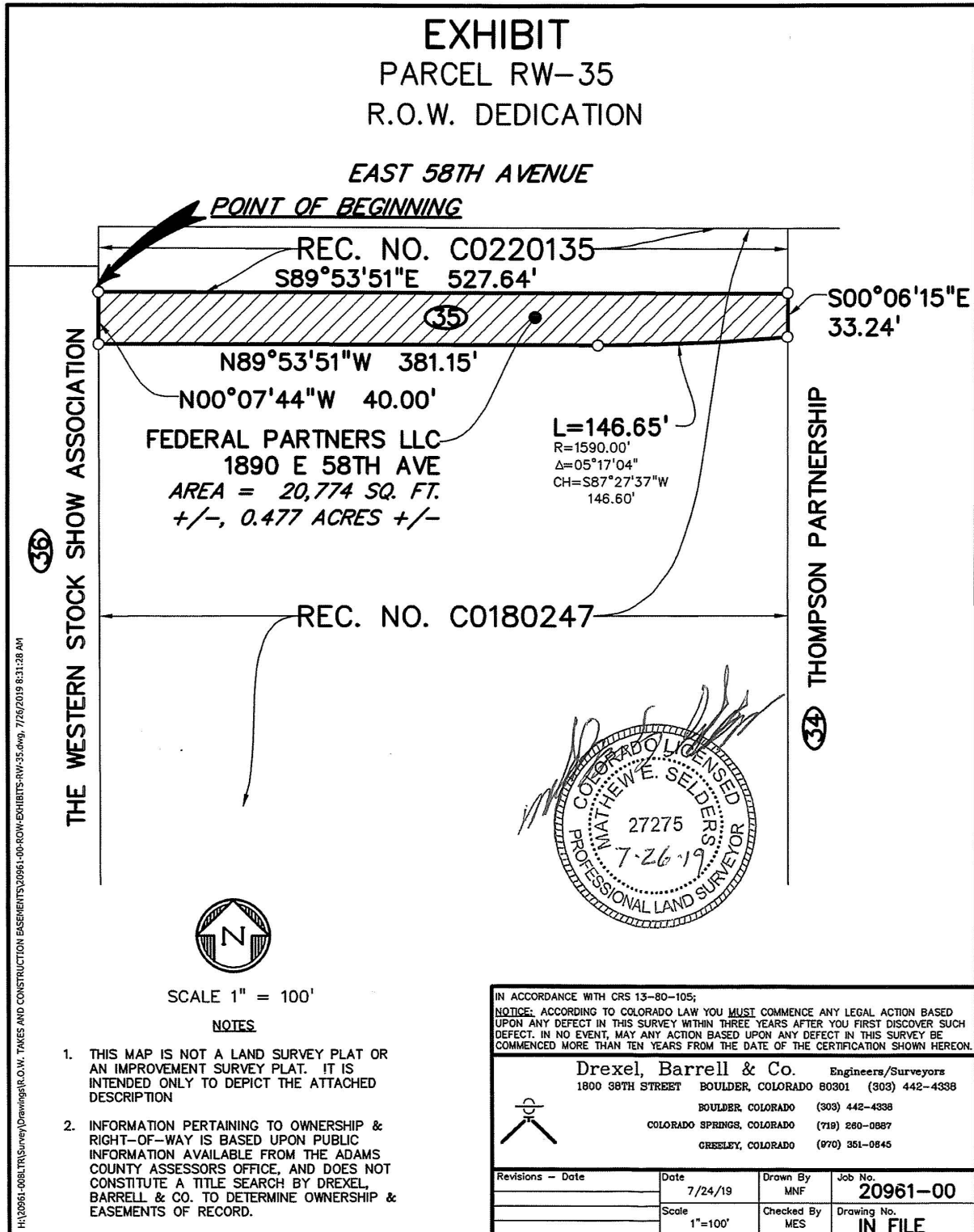
A TRACT OF LAND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247 IN THE ADAMS COUNTY RECORDS, LOCATED IN THE SE1/4 OF SECTION 11, T3S, R68W OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. C0220135 IN THE ADAMS COUNTY RECORDS, SAID POINT ALSO BEING ON THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247; THENCE S89°53'51"E, 527.64 FEET ALONG THE SOUTHERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. C0220135 TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. C0220135, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247; THENCE S00°06'15"E, 33.24 FEET ALONG SAID EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247; THENCE WESTERLY 146.65 FEET ALONG A CURVE CONCAVE TO THE NORTH, THE ARC OF SAID CURVE HAVING A RADIUS OF 1590.00 FEET, A CENTRAL ANGLE OF 05°17'04" AND BEING SUBTENDED BY A CHORD THAT BEARS S87°27'37"W, 146.60 FEET; THENCE N89°53'51"W, 381.15 FEET TO THE WESTERLY LINE OF SAID TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247; THENCE N00°07'44"W, 40.00 FEET ALONG SAID WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED AT RECEPTION NO. C0180247 TO THE **POINT OF BEGINNING**.

CONTAINING 0.477 ACRES OR 20774 SQUARE FEET, MORE OR LESS.

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





(TD-1000)  
Confidential Document

This form provides essential market information to the county assessor to ensure accurate, fair and uniform assessments for all property. This document is not recorded, is kept confidential, and is not available for public inspection.

**This declaration must be completed and signed by either the grantor (seller) or grantee (buyer).** Questions 1, 2, 3, and 4 may be completed (prefilled) by a third party, such as a title company or closing agent, familiar with details of the transaction. The signatory should confirm accuracy before signing.

This form is required when conveyance documents are presented for recording. If this form is not completed and submitted, the county assessor may send notice. If the completed and signed form is not returned to the assessor within 30 days of notice, the assessor may impose a penalty of \$25.00 or 0.025% (0.00025) of the sale price, whichever is greater.

Additional information as to the purpose, requirements, and level of confidentiality regarding this form are outlined in Colorado Revised Statutes, sections 39-14-102, 39-5-121.5, and 39-13-102.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

1890 EAST 58TH AVENUE, DENVER, CO 80216

2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Unit Res ☐ Commercial  
☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other

3. Date of Closing: March 10, 2022

Date of Contract if different than date of closing: \_\_\_\_\_

4. Total sale price: Including all real and personal property. **\$278,610.00**  
Contracted price (if different from final sale price) **\$278,610.00**

5. List any personal property included in the transaction that materially impacts the total sale price. Personal property may include, but is not limited to: machinery or equipment, vehicles, exceptional appliances, electronic devices, furniture, or anything that would not typically transfer with the real property (attach additional pages if necessary).

<u>Description</u>	<u>Approximate Value</u>
None	\$ 0.00
	\$ 0.00
	\$ 0.00
Personal Property Total:	\$ 0.00

If no personal property is listed, the entire purchase price will be assumed to be for the real property.

6. Did the total sales price include a trade or exchange of additional real or personal property? ☐ Yes ☒ No

If yes, give the approximate value of the goods or services as of the date of closing. \$ \_\_\_\_\_

If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased: \_\_\_\_\_ %

8. Is this a transaction between related parties or acquaintances? This includes persons connected by blood or marriage, or business affiliates, or those acquainted prior to the transaction. ☐ Yes ☒ No

9. Please mark type of sale: ☐ Builder (new construction) ☐ Public (MLS or Broker Representation)  
☐ Private (For Sale By Owner) ☒ Other (describe)

**RIGHT OF WAY PROJECT WITH ADAMS COUNTY**

10. Check any of the following that apply to the condition of the improvements at the time of purchase:

☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage



If the property is financed, please complete the following:

11. Type of financing: (Check all that apply)
- ☒ None (all cash or cash equivalent)
- ☐ New/Mortgage Lender (government-backed or conventional bank loan)
- ☐ New/Private Third Party (nonconventional lender, e.g., relative, friend, or acquaintance)
- ☐ Seller (buyer obtained a mortgage directly from the seller)
- ☐ Assumed (buyer assumed an existing mortgage)
- ☐ Combination or Other: Please explain \_\_\_\_\_
12. Total amount financed: \_\_\_\_\_
13. Terms:
- ☐ Variable Starting interest rate % \_\_\_\_\_
- ☐ Fixed Interest rate % \_\_\_\_\_
- Length of time **years** \_\_\_\_\_
- Balloon Payment ☐ Yes ☐ No If yes, amount **\$0.00** Due Date \_\_\_\_\_
14. Mark any that apply:
- ☐ Seller assisted down payment
- ☐ Seller concessions
- ☐ Special terms of financing

If marked, please specify: \_\_\_\_\_

15. Was an independent appraisal obtained in conjunction with this transaction? ☐ Yes ☐ No

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 16-18 if applicable. Otherwise, skip to #19 to complete.

16. Did the purchase price include a franchise or license fee? ☐ Yes ☐ No  
If yes, franchise or license fee value? \_\_\_\_\_
17. Did the purchase price involve an installment land contract? ☐ Yes ☐ No  
If yes, date of contract: \_\_\_\_\_
18. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? ☐ Yes ☐ No

Remarks: Please include any additional information concerning the sale you may feel is important.

19. Signed on this day of **March 10, 2022**  
Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.  
Signature of ☒ Grantee(Buyer) ☐ or Grantor(Seller)  
(SEE ATTACHED "SIGNATURE PAGE")
20. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:  
**COUNTY OF ADAMS, STATE OF COLORADO**  
**4430 S ADAMS COUNTY PARKWAY SUITE W2000B, BRIGHTON, CO 80601**  
**Phone: \_\_\_\_\_ Email: icortez@adcogov.org**

Contact information is kept confidential, for County Assessor and Treasurer use only, to contact buyer with questions regarding this form, property valuation, or property tax information.

Electronically Recorded RECEPTION#: 2022000022208,  
3/10/2022 at 2:56 PM,  
Josh Zygielbaum, Adams County, CO.

Real Property Transfer Declaration 2019 (ESIGN)

SIGNATURE PAGE

COUNTY OF ADAMS, STATE OF COLORADO

By: IAN CORTEZ  
IAN CORTEZ, RIGHT-OF-WAY SUPERVISOR  
Signed 03/10/22 at 11:07AM

AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED FROM  
FEDERAL PARTNERS 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 April, 2022, 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 Federal Partners 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 Warranty Deed is in conjunction with the East 58th Avenue Improvements Project – East 58th Avenue from Clarkson Street to York Street, located in the Southeast Quarter of Section 11, Township 3 South, Range 68 West of the 6<sup>th</sup> 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 from Federal Partners LLC, be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Acceptance of Permanent Drainage Easement from Rock Family Farm, LLC for the East Pond
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Greg Labrie, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the dedication of a permanent drainage easement from Rock Family Farm, LLC to Adams County for the East Pond.

### **BACKGROUND:**

The owner of the property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6th Principal Meridian has completed an Engineering Review and Building Permit associated with the Parcel No. 0156900000161. Pursuant to these applications, the dedication of a permanent drainage easement was requested by Adams County for the East Pond.

The subject request is consistent with the requirement for the dedication of a drainage easement. Staff reviewed the dedication of the permanent drainage easement for the proposed agricultural improvements, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Permanent Drainage Easement from Rock Family Farm, LLC to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM ROCK FAMILY FARM, LLC, TO ADAMS COUNTY FOR STORM WATER  
DRAINAGE PURPOSES OF THE EAST POND

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a permanent drainage easement from Rock Family Farm, LLC, for property located in the Northwest Quarter of Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> Principal Meridian as described in the attached permanent drainage easement; and,

WHEREAS, this permanent drainage easement is in conjunction with a building permit and engineering review; 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 28<sup>th</sup> day of April 2022, the Planning Commission recommended that the Board of County Commissioners accept said permanent drainage easement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Permanent Drainage Easement from Rock Family Farm, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **ROCK FAMILY FARM, LLC**, whose legal address is 15000 Picadilly Rd., Brighton, CO, 80603, 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 Exhibits "A", attached hereto and incorporated herein 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.

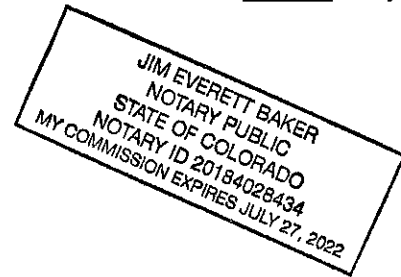
In the event the County exercises its right to maintain the detention pond, all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

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 16 day of March, 2022.

By: David Rock


David Rock, as Manager of Rock Family Farm, LLC



STATE OF COLORADO )  
COUNTY OF Adams ) §

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March, 2022 by David Rock, as Manager of Rock Family Farm, LLC

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

My commission expires: July 27, 2022  
  
Notary Public

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION – EAST POND**

A tract of land located in the NW1/4 of Section 13, T1S, R66W of the 6th P.M., County of Adams, State of Colorado, being more particularly described as follows:

**BEGINNING** at the Point of Termination of the Access Road to East Pond;

Thence along the boundary of the 20-foot easement for the Access Road to East Pond the following two (2) courses:

1. N76°44'02"E, 10.00 feet;
2. N13°15'58"W, 30.76 feet;

Thence N66°00'09"E, 271.90 feet to the Northeasterly Line of the ALTA Survey prepared by R.W. Bayer & Associates, LLC, recorded July 13, 2017 at Reception No. 2017-150 in the Adams County Records;

Thence S61°43'09"E, 578.34 feet along said Northeasterly Line;

Thence S00°00'00"E, 356.77 feet;

Thence N90°00'00"W, 620.62 feet;

Thence N03°06'51"W, 296.57 feet;

Thence N90°00'00"W, 144.90 feet;

Thence N03°28'35"E, 189.89 feet to a Southwesterly Corner of said 20-foot easement for the Access Road to East Pond;

Thence N76°44'02"E, 10.00 feet along the boundary of said 20-foot easement to the **POINT OF BEGINNING**;

Area = 359,576 square feet (8.255 acres), more or less.

**NOTICE:** According to Colorado law you **must** commence any legal action based upon any defect in this survey within three years after you first discovered 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.

Peter D. Steger  
Colorado Professional Land  
Surveyor No. 25379  
1500 Kansas Ave #2-E, Longmont, CO 80501  
Date: \_\_\_\_\_

# ILLUSTRATION FOR EXHIBIT "A"

SHEET 1 OF 1

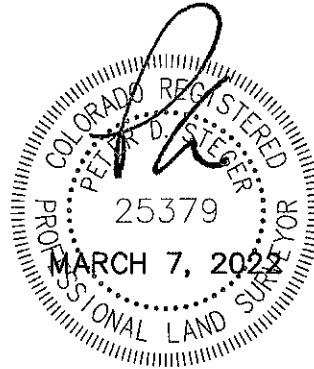


## EXHIBIT MAP

SCALE: 1"=100'  
DATE: 03-07-22  
DWG: 15900-E.DWG

### NOTE

THIS EXHIBIT MAP IS  
INTENDED ONLY AS AN  
AID TO FOLLOW THE  
ATTACHED LEGAL  
DESCRIPTION AND  
DOES NOT REPRESENT  
A LAND SURVEY PLAT  
ACCORDING TO  
COLORADO STATUTES.



S00°00'00"E 356.77'

S61°43'09"E 578.34'

N90°00'00"W 620.62'

EAST POND

NE'LY LINE  
OF SURVEY  
REC.  
2017-150

TOP OF BANK  
OF POND

N66°00'09"E

271.90'

N13°15'58"W 30.76'  
N76°44'02"E 10.00'

**POINT OF BEGINNING**  
POINT OF TERMINATION OF  
EAST POND ROAD

N03°06'51"W 296.57'

N90°00'00"W 144.90'

N03°28'35"E 189.89'

N76°44'02"E 10.00'

20' ACCESS  
EASEMENT TO  
EAST POND

**EXHIBIT MAP OF  
EAST POND**



ENGINEERING :: 1500 Kansas Ave, Suite 2-E  
PLANNING :: Longmont, CO 80501  
SURVEYING :: P 303.682.1131  
F 303.682.1148

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM ROCK FAMILY FARM, LLC, TO ADAMS COUNTY FOR  
DRAINAGE PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>th</sup> day of April 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Permanent Drainage Easement from Rock Family Farm, LLC, for permanent storm water drainage facility purposes being on the following described property:

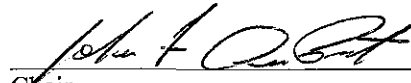
See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Permanent Drainage Easement is on property located in the Northwest quarter of Section 13, Township 1 South, Range 66 West of the 6<sup>th</sup> 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 Permanent Drainage Easement from Rock Family Farm, LLC, be accepted by the Board of County Commissioners.

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

I, John F. Dupont Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Acceptance of Permanent Drainage Easement from Maverik Inc.
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Eden Steele, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the dedication of a permanent drainage easement from Maverik Inc. to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th Principal Meridian has completed a Plat Correction, Engineering Review, and Building Permit associated with the Parcel No. 0182517103061. Pursuant to these applications, the dedication of a permanent drainage easement was requested by Adams County.

The subject request is consistent with the requirement for the dedication of a permanent drainage easement. Staff reviewed the dedication of the permanent drainage easement for the proposed convenience store, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Permanent Drainage Easement from Maverik, Inc. to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A PERMANENT DRAINAGE EASEMENT  
FROM MAVERIK INC. TO ADAMS COUNTY FOR STORM WATER DRAINAGE  
PURPOSES

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a permanent drainage easement from Maverik Inc., for property located in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described in the attached easement agreement; and,

WHEREAS, this permanent drainage easement is in conjunction with a building permit and engineering review; 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 28<sup>th</sup> day of April 2022, the Planning Commission recommended that the Board of County Commissioners accept said permanent drainage easement.

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

## PERMANENT DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That MAVERIK, INC., a Utah corporation, whose address is 180 S. State Street, Suite 800, Salt Lake City, UT 84111, 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, non-exclusive 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. (the "Storm Water Drainage Facilities"), said easement right 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 immediately adjacent areas of 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 the event Grantor fails to maintain or repair the Storm Water Drainage Facilities, the County shall provide written notice to Grantor of such failure (the "Notice of Maintenance Default"). If the maintenance or repair work has not been corrected within thirty (30) days of Notice of Maintenance Default, the County may exercise its right to maintain the detention pond, and all of the County's costs to maintain the detention pond shall be reimbursed by Grantor within thirty days of receiving the County's invoice, including any collection costs and attorney fees.

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.

The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim

or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

IN WITNESS WHEREOF, Grantor has hereto set his hand on this 6<sup>th</sup> day of April, 2022.

By: TJ Call  
Name: TYLER CALL

STATE OF UTAH \_\_\_\_\_ )  
 ) §  
COUNTY OF SALT LAKE \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2022 by Tyler Call, as CFO of Maverik, Inc.

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



Logan Marshall  
Notary Public

My commission expires: 9.3.25



**EXHIBIT "A"**  
**DEED FROM 56th AND FEDERAL LLC**  
**TO**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That portion of Lot 1 of the Re-subdivision of Westmoorland, Plat Correction No. 1, Receptions No. 2021000067064, and Lot 9A of the Re-subdivision of Westmoorland, Plat Correction No. 2, Receptions No. 2021000067065, Records of Adams County, Colorado, in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Bearings are based upon the North line of the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th P.M., monumented at the east end with a 3.25" aluminum cap in a range box stamped "PLS 16406", and monumented at the west end with 3.25" aluminum cap in a range box stamped "PLS 23519", and is assumed to bear South 89°42'47" East, a field measured distance of 2654.47 feet;

Commencing at the Northwest Corner of said Lot 9A, also being the Northeast Corner of said Lot 1;

thence S 89°42'47" E, upon the North line of said Lot 9A, a distance of 42.28 feet to the Point of Beginning;

thence continue S 89°42'47" E, upon said North line, a distance of 52.72 feet;

thence S 00°14'40" E a distance of 14.98 feet;

thence S 89°56'52" W a distance of 156.96 feet;

thence S 00°21'23" E a distance of 63.27 feet;

thence S 89°58'18" W a distance of 135.60 feet;

thence N 00°00'00" E a distance of 21.46 feet;

thence S 89°38'56" W a distance of 13.62 feet;

thence N 00°21'17" W a distance of 40.28 feet;

thence N 88°36'03" W a distance of 92.95 feet to the East right-of-way line of Federal Boulevard;

thence N 00°20'30" W, upon said East right-of-way line, a distance of 6.54 feet to the southern corner of the exception parcel described in Reception No. 7427, Records of Adams County, Colorado;

thence N 56°24'01" E, upon the Southeast line of said exception parcel, a distance of 17.94 feet to the South right-of-way line of 56th Avenue, to the North line of said Lot 1;

thence S 89°42'47" E, upon said North line, a distance of 24.43 feet;

thence S 85°55'06" E a distance of 120.77 feet;

thence N 89°37'01" E a distance of 173.35 feet;

thence N 65°39'48" E a distance of 14.31 feet to the Point of Beginning.

Containing 13,815.81 square feet or 0.317 acres, more or less.



Legal Description prepared by:

Spencer J. Barron  
State of Colorado Professional  
Land Surveyor No. 38141  
For and on behalf of:  
Adams County, Colorado

Illustration for Exhibit "A" attached  
and hereby made a part thereof.

# ILLUSTRATION FOR EXHIBIT "A"

N 1/4 CORNER,  
SEC. 17, T3S, R68W  
3.25" ALUMINUM  
CAP IN RANGE BOX  
STAMPED "PLS  
23519"

## WEST 56TH AVENUE

NE CORNER, SEC.  
17, T3S, R68W  
3.25" ALUMINUM  
CAP IN RANGE  
BOX STAMPED  
"PLS 16406"

NORTH LINE OF  
THE NORTHEAST  
QUARTER OF  
SECTION 17

### BASIS OF BEARINGS

S 89°42'47" E 2654.47'

S 00°17'13" W  
20.00'

POINT OF  
BEGINNING

EXCEPTION PARCEL  
(RECEPTION No. 7427)

364.22'

L13

L11

L12

L10

L14

L15

L1

L16

L2

FEDERAL BOULEVARD

PRIVATE STORM DRAIN  
FACILITY ACCESS  
EASEMENT

POINT OF COMMENCEMENT  
NORTHEAST CORNER  
LOT 1 - #5 REBAR W/  
YELLOW PLASTIC CAP  
STAMPED "PLS 37929"

AREA:  
13,815.81 SQ. FT.  
0.317 ACRES ±

LOT 1  
RE-SUBDIVISION OF  
WESTMOORLAND  
PLAT CORRECTION No. 1  
56TH AND FEDERAL LLC  
RECEPTION No. C0413982  
5580 FEDERAL BOULEVARD  
Parcel Number: 0182517103001

LOT 9A  
RE-SUBDIVISION OF  
WESTMOORLAND  
PLAT CORRECTION  
No. 2  
56TH AND FEDERAL LLC  
RECEPTION No. C0413982  
2922 W 56th AVENUE  
PN: 0182517103051

1" = 60'  
30 0 30 60



LINE	BEARING	DISTANCE
L1	S 89°42'47" E	42.28'
L2	S 89°42'47" E	52.72'
L3	S 00°14'40" E	14.98'
L4	S 89°56'52" W	156.96'
L5	S 00°21'23" E	63.27'
L6	S 89°58'18" W	135.60'
L7	N 00°00'00" E	21.46'
L8	S 89°38'56" W	13.62'
L9	N 00°21'17" W	40.28'
L10	N 88°36'03" W	92.95'
L11	N 00°20'30" W	6.54'
L12	N 56°24'01" E	17.94'
L13	S 89°42'47" E	24.43'
L14	S 85°55'06" E	120.77'
L15	N 89°37'01" E	173.35'
L16	N 65°39'48" E	14.31'

THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND  
SHOULD NOT BE USED AS SUCH. IT IS INTENDED  
ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A PERMANENT DRAINAGE  
EASEMENT FROM MAVERIK INC. TO ADAMS COUNTY FOR DRAINAGE  
PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>th</sup> day of April 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Permanent Drainage Easement from Maverik Inc., for permanent storm water drainage facility purposes being on the following described property:

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

WHEREAS, this Permanent Drainage Easement is on property located in the Northeast quarter of Section 17, Township 3 South, Range 68 West of the 6<sup>th</sup> 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 Permanent Drainage Easement from Maverik Inc., be accepted by the Board of County Commissioners.

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

I, John F. D. Priest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Acceptance of Quitclaim Deed from Maverik, Inc. for Right-of-Way Purposes
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Eden Steele, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Quitclaim Deed from Maverik, Inc. for the dedication of right-of-way to Adams County.

### **BACKGROUND:**

The owner of the property located in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th Principal Meridian has completed a Plat Correction, Engineering Review, and Building Permit associated with the Parcel No. 0182517103061. Pursuant to these applications, the dedication of right-of-way was requested by Adams County.

The subject request is consistent with the requirement for the dedication of right-of-way. Staff reviewed the dedication of additional right-of-way for the proposed convenience store, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Quitclaim Deed from Maverik, Inc. to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

Resolution 2022-

RESOLUTION ACCEPTING A QUITCLAIM DEED  
FROM MAVERIK INC. TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES FOR W.  
56<sup>TH</sup> AVENUE

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Quitclaim Deed from Maverik Inc., dated April 6, 2022, for right-of-way purposes along property located in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described the Exhibit "A"; and,

WHEREAS, this Quitclaim Deed is in conjunction with a Plat Correction, Engineering Review, and Building Permit; 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 April 2022, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Quitclaim Deed from Maverik Inc. for the dedication of public right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**THIS DEED**, dated this 6<sup>th</sup> day of April 2022, between **MAVERIK, INC.**, a Utah Corporation, whose legal address is 180 S. State Street, Suite 800, Salt Lake City, Utah, grantor, and **THE COUNTY OF ADAMS, State of Colorado**, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601:

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

Assessor's schedule or parcel number: part of 0182517103061

**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.

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

By: Tyler Call  
Name: TYLER CALL

STATE OF UTAH \_\_\_\_\_ )  
 ) §  
COUNTY OF SALT LAKE \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2022,  
Tyler Call, as CFO of Maverik, Inc.

Witness my hand and official seal.

Logan Marshall  
Notary Public



Logan Marshall  
Notary Public, State of Utah  
Commission # 720190  
My Commission Expires  
September 3, 2025

**EXHIBIT "A"**  
**DEED FROM 56th AND FEDERAL LLC**  
**TO**  
**THE COUNTY OF ADAMS, STATE OF COLORADO**

That portion of Lot 1 of the Re-subdivision of Westmoorland, Plat Correction No. 1, Receptions No. 2021000067064, and Lot 9A of the Re-subdivision of Westmoorland, Plat Correction No. 2, Receptions No. 2021000067065, Records of Adams County, Colorado, in the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Bearings are based upon the North line of the Northeast Quarter of Section 17, Township 3 South, Range 68 West of the 6th P.M., monumented at the east end with a 3.25" aluminum cap in a range box stamped "PLS 16406", and monumented at the west end with 3.25" aluminum cap in a range box stamped "PLS 23519", and is assumed to bear South 89°42'47" East, a field measured distance of 2654.47 feet;

Beginning at the Northwest Corner of said Lot 9A, also being the Northeast Corner of said Lot 1;

thence S 89°42'47" E, upon the North line of said Lot 9A, a distance of 42.28 feet;

thence S 65°39'48" W a distance of 14.32 feet;

thence S 89°37'01" W a distance of 173.35 feet;

thence N 85°55'06" W a distance of 120.77 feet to the North line of said Lot 1;

thence S 89°42'47" E, upon said North line, a distance of 264.58 feet to the Point of Beginning.

Containing 1,730.1 square feet or 0.040 acres, more or less.

Legal Description prepared by:

Spencer J. Barron  
State of Colorado Professional  
Land Surveyor No. 38141  
For and on behalf of:  
Adams County, Colorado

Illustration for Exhibit "A" attached and hereby made a part thereof.



# ILLUSTRATION FOR EXHIBIT "A"

N 1/4 CORNER,  
SEC. 17, T3S, R68W  
3.25" ALUMINUM  
CAP IN RANGE BOX  
STAMPED "PLS  
23519"

## WEST 56TH AVENUE

NE CORNER, SEC.  
17, T3S, R68W  
3.25" ALUMINUM  
CAP IN RANGE  
BOX STAMPED  
"PLS 16406"

NORTH LINE OF  
THE NORTHEAST  
QUARTER OF  
SECTION 17

### BASIS OF BEARINGS

S 89°42'47" E 2654.47'

364.22'

S 00°17'13" W 20.00'

L5

L1

L4

L3

L2

AREA:  
1,730.1 SQ. FT.  
0.040 ACRES ±

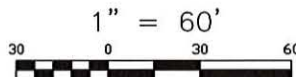
POINT OF BEGINNING  
NORTHWEST CORNER  
LOT 9A - NORTHEAST  
CORNER LOT 1  
#5 REBAR W/ YELLOW  
PLASTIC CAP STAMPED  
"PLS 37929"

FEDERAL BOULEVARD

LOT 1  
RE-SUBDIVISION OF  
WESTMOORLAND  
PLAT CORRECTION No. 1  
56TH AND FEDERAL LLC  
RECEPTION No. C0413982  
5580 FEDERAL BOULEVARD  
Parcel Number: 0182517103001

LOT 9A  
RE-SUBDIVISION OF  
WESTMOORLAND  
PLAT CORRECTION  
No. 2  
56TH AND FEDERAL LLC  
RECEPTION No. C0413982  
2922 W 56th AVENUE  
PN: 0182517103051

LINE	BEARING	DISTANCE
L1	S 89°42'47" E	42.28'
L2	S 65°39'48" W	14.32'
L3	S 89°37'01" W	173.35'
L4	N 85°55'06" W	120.77'
L5	S 89°42'47" E	264.58'



THIS EXHIBIT IS NOT A BOUNDARY SURVEY AND  
SHOULD NOT BE USED AS SUCH. IT IS INTENDED  
ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM  
MAVERIK INC. TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>TH</sup> day of April 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from the Maverik Inc., for right-of-way being on the following described property:

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

WHEREAS, this Quitclaim Deed is in conjunction with a property being a portion of the Northeast quarter of Section 17, Township 3 South, Range 68 West of the 6<sup>th</sup> P.M., 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 from Maverik Inc., be accepted by the Board of County Commissioners.

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

I, John F. DuPiest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Warranty Deed conveying property from Thomas Roberts to Adams County for road right-of-way
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> 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 right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

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  
THOMAS ROBERTS TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY IN THE  
AMOUNT OF \$200.00

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from property at 8208 Cherokee Street, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Thomas Roberts, (“Parcel”); and,

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

WHEREAS, Thomas Roberts has executed a Warranty Deed to convey the Parcel for road right-of-way purposes for Cherokee Street which 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 24<sup>th</sup> day of February, 2022, 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 Thomas Roberts, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.



## WARRANTY DEED

**THIS DEED**, dated this 18<sup>th</sup> day of August, 2021, between **THOMAS ROBERTS**, whose address is **8208 CHEROKEE STREET, DENVER, COLORADO 80221**, 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 and in consideration of the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00), and 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.

Also known by street and number as: being a portion of 8208 Cherokee Street  
Assessor's schedule or parcel number: part of 0-1719-27-3-13-010

**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 interests of record.

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.

**THOMAS ROBERTS**



STATE OF Colorado )  
 ) §  
County of Adams )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2021, by THOMAS ROBERTS.

Witness my hand and official seal  
My commission expires:

MARISSA HILLJE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194046420  
MY COMMISSION EXPIRES 12/12/2023



Notary Public

**EXHIBIT "A"**  
**DEED FROM THOMAS ROBERTS**  
**TO**  
**TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being a portion of Lot 10, Block 1 of the SHERRELWOOD ESTATES FILING NO. 9, a Subdivision recorded on March 29, 1966 in File No. 12 Map 7 Reception No. 182702 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;  
THENCE North 10°07'23" East a distance of 3181.80 feet to the Southwest Corner of said Lot 10, being the Point of Beginning.

THENCE along the arc of a curve to the right, along the westerly line of said Lot 10 having a central angle of 07°21'44", a radius of 101.24 feet, a chord bearing North 08°01'26" East a distance of 13.00 feet, and an arc distance of 13.01 feet;


THENCE leaving said westerly line South 84°04'36" East, non-tangent with the last described curve a distance of 0.65 feet;

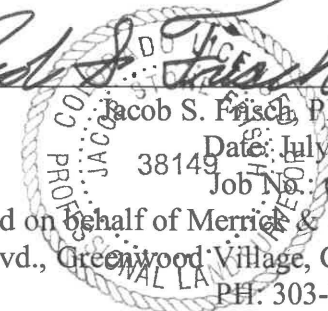
THENCE South 06°29'06" West, non-tangent with the following described curve a distance of 13.00 feet to a point on the southerly line of said Lot 10;

THENCE along the southerly line of said Lot 10, along the arc of a curve to the left, having a central angle of 00°04'48", a radius of 715.00 feet, a chord bearing North 83°36'43" West a distance of 1.00 feet, and an arc distance of 1.00 feet to the Point of Beginning.

Containing 13 square feet, more or less.

Legal description prepared by:

  
\_\_\_\_\_  
Jacob S. Frisch, PLS 38149  
Date: July 15, 2021  
Job No. 65320931  
For and on behalf of Merriek & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
PH: 303-751-0741



NOTE:

Exhibit "B" attached and hereby made a part thereof.

Subdivision base map and ownership data provided by Adams County Public Works.

# ADAMS COUNTY PUBLIC WORKS

## EXHIBIT "B"

LOCATED in the SW1/4 of SEC 27, T2S, R68W of the 6th P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

CHEROKEE ST.

THOMAS ROBERTS  
LOT 10, BLOCK 1  
SHERRELWOOD ESTATES FILING NO. 9

8208 CHEROKEE ST.  
PN: 1719-27-3-13-010

$\Delta=7^{\circ}21'44''$   
 $R=101.24'$   
 $CB=N08^{\circ}01'26''E$   
 $LC=13.00'$   
 $L=13.01'$

$S84^{\circ}04'36''E$  0.65'  
**AREA=13 SQ FT  $\pm$**   
 $S06^{\circ}29'06''W$  13.00'

$\Delta=0^{\circ}04'48''$   
 $R=715.00'$   
 $CB=S83^{\circ}36'43''E$   
 $LC=1.00'$   
 $L=1.00'$

POINT OF BEGINNING

MARIGOLD DR.

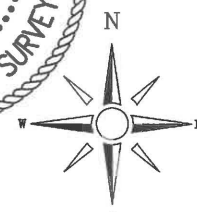
$N10^{\circ}07'23''E$  3181.80'

POINT OF COMMENCEMENT  
RANGE PT. AT INT. DAKIN ST. & LINDA LN.  
FOUND 1" REBAR WITH NO CAP  
IN A RANGE BOX 1' BELOW ASPHALT

**BASIS OF BEARINGS:**  
 $S72^{\circ}55'09''E$  1111.25'

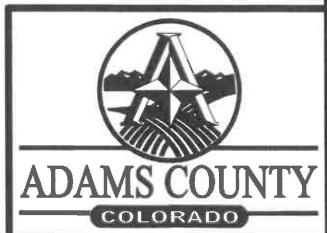
E'LY MOST COR.  
TRACT A BLOCK 28  
FOUND #4 REBAR  
NO CAP, FLUSH  
WITH GRASS

Jacob Stone, PLS No. 88149  
Date: July 15, 2021  
Job No. 85320931  
For and on behalf of  
Merrick & Company, LAND SURVEYOR



THIS EXHIBIT IS NOT A BOUNDARY  
SURVEY AND SHOULD NOT BE USED AS  
SUCH. IT IS INTENDED ONLY TO DEPICT  
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET  
0 30 60 Feet



AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A WARRANTY DEED  
FROM THOMAS ROBERTS 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 24th day of February, 2022, 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 Thomas Roberts 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue, located in the Southwest Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Thomas Roberts be accepted by the Board of County Commissioners.

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

I, John F. DuPriest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Resolution accepting Special Warranty Deed conveying property from Arthur L. Gallegos to Adams County for road right-of-way
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> 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 right-of-way along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue for the Miscellaneous Concrete and ADA Ramps Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps. 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:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**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 ARTHUR L. GALLEGOS TO ADAMS COUNTY FOR ROAD RIGHT-OF-WAY IN  
THE AMOUNT OF \$455.00

WHEREAS, Adams County is in the process of acquiring right-of-way for the Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue (“Project”); and,

WHEREAS, this right-of-way parcel is from a property at 120 East Marigold Drive, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado and is owned by Arthur L. Gallegos, (“Parcel”); and,

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

WHEREAS, Arthur L. Gallegos has executed a Special Warranty Deed to convey the Parcel for road right-of-way purposes for East Marigold Drive which 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 24<sup>th</sup> day of February, 2022, 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 Arthur L. Gallegos, 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 8 day of September 2021, between **ARTHUR L. GALLEGOS**, whose address is 120 East Marigold Drive, Denver, Colorado 80221, 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 and in consideration of the sum of FOUR HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$455.00), and 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.

Also known by street and number as: being a portion of 120 East Marigold Drive

Assessor's schedule or parcel number: part of 0-1719-27-4-12-009

**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, 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 interests of record.

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

ARTHUR L. GALLEGOS




STATE OF Colorado )  
County of Adams ) §

The foregoing instrument was acknowledged before me this 8 day of September 2021 by ARTHUR L. GALLEGOS.

Witness my hand and official seal.

My commission expires: 9/29/2023



SUSAN R. SWARTS  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20114062737  
MY COMMISSION EXPIRES 09/29/2023

Notary Public

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



**EXHIBIT "A"**  
**DEED FROM ARTHUR L GALLEGOS**  
**TO**  
**TO THE COUNTY OF ADAMS, STATE OF COLORADO**

Legal Description

A parcel of land being the northerly 2.25 feet of the easterly 13.00 feet of Lot 17, Block 34 of the SHERRELWOOD ESTATES FILING NO. 5, a Subdivision recorded on October 19, 1959 in File No. 10 Map 342 Reception No. 594560 in the Office of the Clerk and Recorder of Adams County, Colorado, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, being additionally described as follows:


All bearings are grid bearings of the Colorado State Plane Coordinate System North Zone, North American Datum of 1983 and based on the assumption that the line from the range point at the intersection of Dawson (aka Dakin) St. and Linda Lane, being a found 1" rebar with no cap in a range box and the easterly most corner of Tract A Block 28 SHERRELWOOD ESTATES FILING NO. 1 being a found #4 rebar with no cap bears South 72°55'09" East.

Commencing at said range point at the intersection of Dakin St. and Linda Lane;  
THENCE North 34°55'25" East a distance of 3498.31 feet to the Northeast Corner of said Lot 17, being the Point of Beginning.

THENCE South 09°27'37" East along the easterly line of said Lot a distance of 2.25 feet;  
THENCE leaving said easterly line South 80°32'23" West a distance of 13.00 feet;  
THENCE North 09°27'37" West a distance of 2.25 feet to a point on the northerly line of said Lot 17;  
THENCE North 80°32'23" East along said northerly line a distance of 13.00 feet to the Point of Beginning.

Containing 29 square feet, more or less

Legal description prepared by:

  
Jacob S. Frisch, P.E. 88149  
Date: September 1, 2021  
Job No.: 6320931  
For and on behalf of Merrick & Company  
5970 Greenwood Plaza Blvd., Greenwood Village, CO 80111  
TEL: 303-751-0741

**NOTE:**

Exhibit "B" attached and hereby made a part thereof.  
Subdivision base map and ownership data provided by Adams County Public Works.

ADAMS COUNTY PUBLIC WORKS  
EXHIBIT "B"

LOCATED in the SE1/4 of SEC 27, T2S, R68W of the 6th P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

MARIGOLD DR.

N80°32'23"E 13.00'

POINT OF  
BEGINNING

N09°27'37"W 2.25'

S09°27'37"E 2.25'

S80°32'23"W 13.00'

AREA=29 SQ FT ±

SHERMAN ST.

ARTHUR L GALLEGOS  
LOT 17, BLOCK 34  
SHERRELWOOD ESTATES  
FILING NO. 5

120 E MARIGOLD DR.  
PN: 1719-27-4-12-09

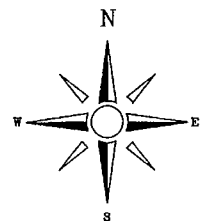
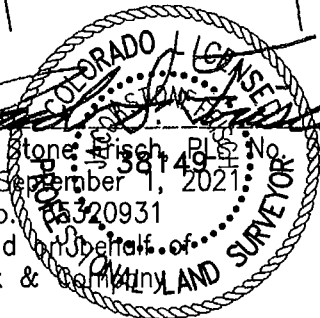
N34°55'25"E 3498.31'

POINT OF COMMENCEMENT  
RANGE PT. AT INT. DAKIN ST. & LINDA LN.  
FOUND 1" REBAR WITH NO CAP  
IN A RANGE BOX 1' BELOW ASPHALT

BASIS OF BEARINGS:  
S72°55'09"E 1111.25'

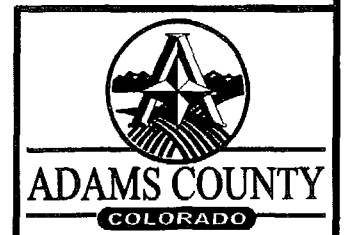
E'LY MOST COR.  
TRACT A BLOCK 28  
FOUND #4 REBAR  
NO CAP, FLUSH  
WITH GRASS

Jacob Stone Frisch, P.L.S. No. 88149  
Date: September 1, 2021  
Job No. 25320931  
For and on behalf of  
Merrick & Co.



THIS EXHIBIT IS NOT A BOUNDARY  
SURVEY AND SHOULD NOT BE USED AS  
SUCH. IT IS INTENDED ONLY TO DEPICT  
THE ATTACHED LEGAL DESCRIPTION.

LINEAL UNITS=US SURVEY FEET  
0 40 80 Feet



AGENDA ITEM

PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION RECOMMENDING ACCEPTANCE OF A SPECIAL WARRANTY DEED  
FROM ARTHUR L. GALLEGOS 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 24th day of February, 2022, 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 Arthur L. Gallegos 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 Miscellaneous Concrete and ADA Ramps Project along the Broadway Street-Conifer Road corridor from U.S. Highway 36 to 84<sup>th</sup> Avenue, located in the Southeast Quarter of Section 27, Township 2 South, Range 68 West of the 6<sup>th</sup> 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 from Arthur L. Gallegos be accepted by the Board of County Commissioners.

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

I, John F. DuPiest, 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

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Assignment of the County's 2022 Private Activity Bonds
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Melissa Scheere, Housing Policy and Community Investments Manager
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> May 10, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the resolution to assign the County's 2022 private activity bond capacity to Commerce City Housing Authority to finance a multifamily rental housing project for low- and moderate-income persons and families at 7001 Colorado Boulevard.

### **BACKGROUND:**

Each year Adams County is allocated an amount of the State's private activity bond capacity. Private activity bonds are tax-exempt bonds that offer low-cost financing for private projects that serve a public purpose. These bonds have no direct cash value and must be issued by a government authority. Investors purchase the bonds. The underwriters use the investors' money or bond proceeds to create a low-interest loan for the project. The project manager pays back the loan and the investors get repaid with interest.

This year the County can assign up to \$6,386,188 in private activity bond capacity. Commerce City Housing Authority has requested an assignment of the full amount of the County's private activity bond capacity to finance a multifamily rental housing project for low- and moderate-income persons and families to be located at 7001 Colorado Boulevard. The housing developer, Prospect Properties, will use the bond proceeds to construct 94 apartments for families at or below 60% of the area median income. The project is expected to include two, three, and four-bedroom units. The developer plans to use the County's private activity bond allocation, the Commerce City private activity bond allocation and a portion of the State's private activity bond allocation to match 4% Low Income Housing Tax Credits to help finance this new affordable housing development.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

**ATTACHED DOCUMENTS:**

Resolution to Assign the 2022 Private Activity Bonds

Assignment of Allocation of Private Activity Bonds

**FISCAL IMPACT:**

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

**Fund: 13****Cost Center: 1099**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:			
<b>Total Expenditures:</b>			

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE ASSIGNMENT OF ADAMS COUNTY'S 2022 PRIVATE  
ACTIVITY BOND ALLOCATION FROM THE STATE CEILING TO THE COMMERCE  
CITY HOUSING AUTHORITY FOR THE PURPOSE OF FINANCING AFFORDABLE  
HOUSING; AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
ASSIGNMENT AND OTHER DOCUMENTS IN CONNECTION THEREWITH

WHEREAS, pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17 of Article 32 of Title 24, Colorado Revised Statutes, as amended (the "Allocation Act") for use in the issuance of private activity bonds to finance projects under the County and Municipality Development Revenue Bond Act, constituting Article 3, Title 29 of the Colorado Revised Statutes, as amended; and,

WHEREAS, the Allocation Act provides for the allocation of the State Ceiling among other governmental units in the State and further provides for the assignment of such allocations from such other governmental units; and,

WHEREAS, pursuant to the Allocation Act, the County of Adams, State of Colorado (the "County") has an allocation of the 2022 State Ceiling for the issuance of Private Activity Bonds in the amount of \$6,386,188 (the "2022 Allocation"); and,

WHEREAS, the Commerce City Housing Authority (the "Assignee") is authorized by Part 5, Article 4, Title 29 of the Colorado Revised Statutes, as amended (the "Act"), and the Supplemental Public Securities Act, constituting Part 2, Article 57, Title 11 of the Colorado Revised Statutes, as amended (the "Supplemental Act"), to finance projects as defined in the Act, including residential rental housing that substantially benefits persons of low and moderate income; and,

WHEREAS, the County desires to assign to the Assignee all of the County's 2022 Allocation, which the County and the Assignee will commit and reserve for the issuance of such private activity bonds to finance a multifamily rental housing project for low- and moderate-income persons and families to be located at 7001 Colorado Boulevard (the "Project"); and,

WHEREAS, it is necessary to evidence such assignment and the acceptance thereof by the execution and delivery by the County of an Assignment (the "Assignment"), by and between the County and the Assignee.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Adams, State of Colorado, that in order to finance the Project, the County hereby (i) assigns to the Assignee an amount equal to all of the County's 2022 Allocation and (ii) approves, authorizes and directs the Chair of the Board of County Commissioners of the

County (the “Board”) to sign and deliver and the County Clerk & Recorder to attest and deliver the Assignment in substantially the form presented to the Board. A copy of the proposed Assignment is on file in the office of the County Clerk & Recorder and is available for inspection by the public.

BE IT FURTHER RESOLVED that the Chair of the Board is hereby authorized and directed to execute and deliver and the County Clerk & Recorder is hereby authorized and directed to attest and deliver such other agreements and certificates and to take such other actions as may be necessary or convenient to carry out and give effect to the Assignment and this Resolution.

BE IT FURTHER RESOLVED that nothing contained in this Resolution or the Assignment shall constitute a debt, indebtedness or multiple-fiscal year direct or indirect debt or other financial obligation of the County within the meaning of the Constitution or statutes of the State or any political subdivision thereof, nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

BE IT FURTHER RESOLVED that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect upon its passage and approval.



## ASSIGNMENT

**THIS ASSIGNMENT** (the “Assignment”), dated this \_\_\_\_ day of \_\_\_\_\_, 2022, is by and between the **COUNTY OF ADAMS, STATE OF COLORADO**, a body corporate and politic and political subdivision of the State of Colorado (the “Assignor”), and the **COMMERCE CITY HOUSING AUTHORITY**, a Colorado housing authority (the “Assignee”);

### WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the “State”) to issue revenue bonds for the purpose of financing qualified projects; and

WHEREAS, the Assignor can assign up to \$6,386,188 (the “2022 Allocation”) of the private activity bond volume cap allocation for the State of Colorado and its issuing authorities (the “State Ceiling”) computed under Section 146(d) of the Internal Revenue Code of 1986, as amended (the “Code”), and under the Colorado Private Activity Bond Ceiling Allocation Act, constituting Part 17, Article 32, Title 24 of the Colorado Revised Statutes, as amended (the “Allocation Act”), for use in the issuance of private activity bonds; and

WHEREAS, the Adams County Board of County Commissioners has determined that the 2022 Allocation can be utilized most efficiently by assigning it to the Assignee to issue private activity bonds for the purpose of financing a multifamily rental housing project for low- and moderate-income persons and families to be located at 7001 Colorado Boulevard; and

WHEREAS, subject to the terms and conditions set forth herein, the Assignor desires to assign to the Assignee, and the Assignee desires to accept all of the Assignor’s 2022 Allocation, which the Assignor has committed and reserved for the issuance of such private activity bonds; and

WHEREAS, the private activity bonds will be issued by the Assignee pursuant to Part 5, Article 4, Title 29 of the Colorado Revised Statutes, as amended (the “Act”), and the Supplemental Public Securities Act, Part 2, Article 57, Title 11 of the Colorado Revised Statutes, as amended (the “Supplemental Act”), and such bonds will be used only for the “projects” as described in the Act and this Assignment.

NOW THEREFORE, in exchange for the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** The Assignor hereby assigns to the Assignee all of the Assignor’s 2022 Allocation of \$6,386,188, subject to the terms and conditions contained herein. In addition, the Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assignor’s 2022 Allocation as an allocation for a project with a carryforward purpose, thus avoiding reversion of such 2022 Allocation to the statewide

balance under the Allocation Act, or to assign such 2022 Allocation or a portion thereof to another assignee.

**Section 2.** The Assignor represents that it has received no monetary consideration for the assignment set forth above.

**Section 3.** The Assignee hereby accepts the assignment of all of the Assignor's 2022 Allocation from the State Ceiling described above, subject to the terms and conditions contained herein.

**Section 4.** The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Agreement, including but not limited to the Assignee filing an IRS Form 8328 "Carryforward Election of Unused Private Activity Bond Volume Cap" with respect to all of the Assignor's 2022 Allocation.

**Section 5.** This Assignment is effective upon execution and is irrevocable.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed to be effective as of the date and year first written above.

COUNTY OF ADAMS, STATE OF  
COLORADO, as Assignor

By \_\_\_\_\_  
Chair, Board of County Commissioners

ATTEST:  
Josh Zygielbaum, CLERK & RECORDER

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office

COMMERCE CITY HOUSING AUTHORITY  
as Assignee

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

(SEAL)

Attest:

\_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> First Amendment to the 2022 IGA with the City of Northglenn for Records Administrative Services
<b>FROM:</b> Sheriff, Richard Reigenborn
<b>AGENCY/DEPARTMENT:</b> Sheriff's Office
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the intergovernmental agreements with Northglenn for Law Enforcement Records Administrative Services in 2022.

### **BACKGROUND:**

The attached first amendment IGA is for the Sheriff's Office to provide Law Enforcement Records Administrative services to Northglenn for weekend coverage on a temporary basis. Approximately three months of coverage.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

City of Northglenn

### **ATTACHED DOCUMENTS:**

IGA with the City of Northglenn  
Resolution

**FISCAL IMPACT:**

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

**Fund: 1****Cost Center: 2018**

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:	5885.4		7,837
<b>Total Revenues:</b>			<u>7,837</u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7005		
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>                    </u>

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE  
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF LAW  
ENFORCEMENT AND ADMINISTRATIVE RECORDS SUPPORT SERVICES BETWEEN  
ADAMS COUNTY AND NORTHGLENN, COLORADO

WHEREAS, the Northglenn Police Department has requested administrative services provided by the Adams County Sheriff's Office; and,

WHEREAS, the Adams County Sheriff's Office employs a number of personnel who are qualified and able to assist Northglenn with the performance of administrative services; and,

WHEREAS, both parties wish to enter into the attached intergovernmental agreement for law enforcement related administrative records support.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement regarding the provision of law enforcement and administrative records support services between Adams County and Northglenn, Colorado, a copy of which is attached hereto, is approved.

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

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-80  
Series of 2022


22-81  
Series of 2022

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE ADAMS COUNTY SHERIFF'S OFFICE AND THE CITY OF NORTHGLENN FOR THE PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The First Amendment to the Intergovernmental Agreement between the Adams County Sheriff's Office and the City of Northglenn, attached hereto, for the provision of law enforcement and administrative personnel is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this 9<sup>th</sup> day of May, 2022.

  
MEREDITH LEIGHTY  
Mayor

ATTEST:

  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

  
COREY Y. HOFFMANN  
City Attorney

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY OF NORTHGLENN AND THE ADAMS COUNTY SHERIFF'S OFFICE FOR THE  
PROVISION OF LAW ENFORCEMENT AND ADMINISTRATIVE PERSONNEL**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the "First Amendment") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, (the "Effective Date"), by and between the City of Northglenn, hereinafter referred to as "Northglenn," and the Adams County Sheriff's Office hereinafter referred to as "Adams County". Northglenn and Adams County may be referred to herein collectively as the "Parties" and individually as a "Party."

WHEREAS, the Parties entered into an Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Personnel, dated December 6, 2021 (the "Original IGA"), authorizing the provision of administrative services be provided by Adams County "on a continuous basis between the hours of 2200hrs and 0600hrs"; and

WHEREAS, the Parties desire to amend the Original IGA to extend the hours of service provide by Adams County as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. In addition to those hours set forth in Section B. of the Original IGA, the Parties agree that Adams County shall provide additional coverage for law enforcement administrative records services on Saturdays and Sunday between the hours of 6:00 a.m. and 10:00 p.m. (the "Additional Services").

2. In addition to those fees set forth in Section F. of the Original IGA, Northglenn shall pay Adams County the amount of \$20.41 per hour, or a total of \$653.12 per weekend for the Additional Services. By the 15<sup>th</sup> of each month, Adams County shall submit an invoice to Northglenn for the additional services provided the previous month. Northglenn shall pay Adams County within thirty (30) days of the invoice date. Non-payment constitutes a material breach of this agreement and unless corrected, this agreement shall automatically terminate, relieving Adams County of any and all obligations herein. Termination does not relieve Northglenn of its obligation to pay Adams County for costs of previously assigned employees under this agreement.

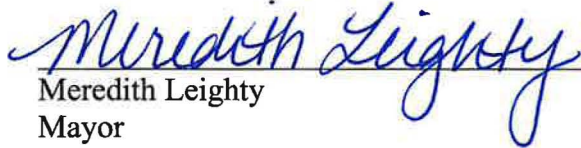
3. Term. The Term of the Additional Services provided by this First Amendment shall be for a period of three (3) months from the Effective Date. The Parties further agree that the term of the Additional Services may be extended on a monthly basis by written request by Northglenn and written acceptance by Adams County. Adams County retains the right to adjust the fees for these Additional Services prior to any extension. The term of this First Amendment shall be separate from the term of the Original IGA.

4. Except for the specific additional provisions of this First Amendment set forth above, the Original IGA remains in full force and effect.



IN WITNESS WHEREOF, the Parties have executed this First Amendment, which becomes effective, as of the date first written above.

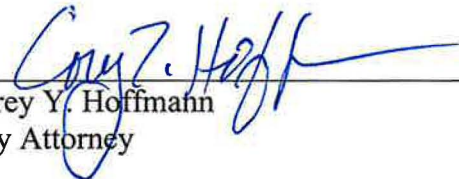
**CITY OF NORTHGLENN, COLORADO**

  
Meredith Leighty  
Mayor

ATTEST:

  
Johanna Small, CMC  
City Clerk

APPROVED AS TO FORM:

  
Corey Y. Hoffmann  
City Attorney

**ADAMS COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Adams County Attorney's Office



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Pregnancy Prevention Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to the Agreement with Tri-County Health Department to provide Pregnancy Prevention Services.

### **BACKGROUND:**

Tri-County Health Department provides nurse visitation services in the homes of new and expectant mothers, as well as classroom instruction. The home visitation program is voluntary and has provided 88 new families with 813 home visits. Clients are offered face to face visits with a Public Health Nurse in their home or community setting of their choice. In addition, prenatal and postnatal classes are conducted at the Adams County Human Services Center, Adams County school districts, Thornton Recreation Centers and other community locations.

In June of 2020, the Board of County Commissioners approved an Agreement with Tri-County Health Department to provide pregnancy prevention services for the Temporary Assistance for Needy Families (TANF) program. In June of 2021, the Board of County Commissioners approved Amendment One to the Agreement to extend the Agreement for one additional year. Staff is pleased with Tri-County Health and wishes to extend the Agreement through December 31, 2022.

The Agreement breaks down as follows:

Agreement	Approval Date	Amount	Cumulative Amount
Original Agreement 2020.612	6/2/2020	\$372,761.00	\$372,761.00
Amendment One 2021.628	6/15/2021	\$384,744.00	\$757,505.00
Requested Amendment Two		\$274,931.65	\$1,032,436.65

The recommendation is to approve Amendment Two to the Agreement with Tri-County Health Department to extend the Agreement through December 31, 2022, in the not to exceed amount of \$274,931.65, for a total not to exceed agreement amount of \$1,032,436.65.

**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.

<b>Fund: 15</b>			
<b>Cost Center: 99915, Various</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b>\$54,214,095</b>
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$9,652,600</b>

New FTEs requested: ☐ YES ☐ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

These expenditures are based on 2022 budget approval.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND TRI-COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF  
\$274,931.65, FOR PREGNANCY PREVENTION SERVICES

WHEREAS, in 2020, the Board of County Commissioners approved an Agreement with Tri-County Health Department to provide Pregnancy Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department would like to add funding and extend the Agreement through December 31, 2022; and,

WHEREAS, Tri-County Health Department agrees to provide Pregnancy Prevention Services in the amount of \$274,931.65, for a total not to exceed Agreement amount of \$1,032,436.65.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Tri-County Health Department in the amount of \$274,931.65, for Pregnancy Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two to the Agreement with Tri-County Health Department, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Professional Design and Engineering Services for Colorado Air and Space Port
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement with Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port.

### **BACKGROUND:**

Every five years the Federal Aviation Administration (FAA) requires that airports perform a competitive process to select Engineer(s) of record that will perform task items that are FAA grant funding eligible.

A formal Request for Qualifications (RFQ) Professional Design and Engineering Services for the Colorado Air and Space Port (CASP) was advertised on BidNet and proposals were opened on April 1, 2022. Four proposals were received and evaluated on the following criteria:

- Professionalism
- Understanding of the Projects
- General Project Experience
- Specific Project Experience
- Team
- General Items

After a thorough evaluation, it was determined that both Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services will provide excellent value to Adams County. To ensure diversity the recommendation is that the Board of County Commissioners approve an Agreement with both Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port. Each CASP project will require a cost proposal from the awarded firms

and will be evaluated by the County and FAA. Upon approval by the County and FAA a task order will be issued according to the awarded Agreement.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Air and Space Port

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>	
<b>Cost Center:</b>	
	<b>Object Account      Subledger      Amount</b>
Current Budgeted Revenue:	
Additional Revenue not included in Current Budget:	
<b>Total Revenues:</b>	

	<b>Object Account      Subledger      Amount</b>
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:	
<b>Total Expenditures:</b>	

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  
KIMLEY HORN PROFESSIONAL DESIGN AND ENGINEERING FOR PROFESSIONAL  
DESIGN AND ENGINEERING SERVICES FOR THE COLORADO AIR AND  
SPACE PORT

WHEREAS, Kimley Horn Professional Design and Engineering submitted a proposal on April 1, 2022, to provide Professional Design and Engineering Services for the Colorado Air and Space Port; and,

WHEREAS, after thorough evaluation it was determined that Kimley Horn Professional Design and Engineering provides exceptional value to the County; and,

WHEREAS, Kimley Horn Professional Design and Engineering agrees to provide Professional Design and Engineering Services based on cost proposal per project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Kimley Horn Professional Design and Engineering for the Professional Design and Engineering Services for the Colorado Air and Space Port; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Kimley Horn Professional Design and Engineering on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Professional Design and Engineering Services for Colorado Air and Space Port
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement with Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port.

### **BACKGROUND:**

Every five years the Federal Aviation Administration (FAA) requires that airports perform a competitive process to select Engineer(s) of record that will perform task items that are FAA grant funding eligible.

A formal Request for Qualifications (RFQ) Professional Design and Engineering Services for the Colorado Air and Space Port (CASP) was advertised on BidNet and proposals were opened on April 1, 2022. Four proposals were received and evaluated on the following criteria:

- Professionalism
- Understanding of the Projects
- General Project Experience
- Specific Project Experience
- Team
- General Items

After a thorough evaluation, it was determined that both Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services will provide excellent value to Adams County. To ensure diversity the recommendation is that the Board of County Commissioners approve an Agreement with both Kimley Horn Professional Design and Engineering and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port. Each CASP project will require a cost proposal from the awarded firms



and will be evaluated by the County and FAA. Upon approval by the County and FAA a task order will be issued according to the awarded Agreement.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Air and Space Port

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund:</b>	
<b>Cost Center:</b>	
	<b>Object Account      Subledger      Amount</b>
Current Budgeted Revenue:	
Additional Revenue not included in Current Budget:	
<b>Total Revenues:</b>	

	<b>Object Account      Subledger      Amount</b>
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:	
<b>Total Expenditures:</b>	

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  
GARVER PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR  
PROFESSIONAL DESIGN AND ENGINEERING SERVICES FOR THE COLORADO AIR  
AND SPACE PORT

WHEREAS, Garver Professional Design and Engineering Services submitted a proposal on April 1, 2022, to provide Professional Design and Engineering Services for the Colorado Air and Space Port; and,

WHEREAS, after thorough evaluation it was determined that Garver Professional Design and Engineering Services provides exceptional value to the County; and,

WHEREAS, Garver Professional Design and Engineering Services agrees to provide Professional Design and Engineering Services based on cost proposal per project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Garver Professional Design and Engineering Services for the Professional Design and Engineering Services for the Colorado Air and Space Port; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Garver Professional Design and Engineering Services on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Fuel Services Extension
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to the Agreement with City Service Valcon to provide Fuel Services for the Colorado Air and Space Port.

### **BACKGROUND:**

Colorado Air and Space Port (CASP) is the County's General Aviation Airport. All aircraft that use the airport are privately owned and operated. CASP provides and maintains runways and airport facilities, storage for aircraft, shuttle bus service to area hotels and to Denver International Airport. City Service Valcon is the fuel provider that provides marketing efforts, up-to-date training to the line service personnel, fuel quality training, customer service training, signage, lease or purchase opportunities for fuel trucks, uniform support, point of service credit card processing, annual inspections, quality assurance assistance, technical support, and parts support as services to CASP. The provider is paid the market price at the time of delivery and resale. Estimated aviation fuel costs for both Jet A fuel and Avgas (100LL) are included within the CASP expenditure budget along with the revenue estimates.

In May of 2018, the Board of County Commissioners approved an Agreement with City Service Valcon to provide the supply and delivery of Aviation Fuel and Avgas. CASP has recently issued a Request for Proposal to establish a new agreement for the supply and delivery of Aviation Fuel and Avgas, including the purchase of new fuel dispensers, and for other fuel service needs. Amendment Two will cover an extension with City Service Valcon to cover Aviation Fuel Services during the Request for Proposal process. The Agreement breaks down as follows:

Original Agreement Year 1	Approved 5/2018	\$1,187,159.00
Original Agreement Year 2	Approved 5/2018	\$1,429,395.50
Original Agreement Year 3	Approved 5/2018	\$1,621,305.50
Amendment One	Approved 6/29/2021	\$1,300,000.00
Amendment Two		\$ 750,000.00
Total Agreement Amount:		\$6,287,860.00

The recommendation is to approve Amendment Two to extend the Agreement with City Service Valcon to in the amount of \$750,000.00, for a total not to exceed Agreement amount of \$6,287,860.00. Amendment Two will include the fuel purchased for resale to CASP Tenants and Transient aircraft. Expense amounts indicated are offset by fuel sales revenue.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Colorado Air and Space Port.

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

<b>Fund: 00043</b>			
<b>Cost Center: 4303</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	6410		\$1,778,500
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>\$1,778,500</u>
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			\$
Add'l Operating Expenditure not included in Current Budget:	7442		\$1,020,707
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$1,020,707</u>

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☐ YES ☐ NO

**Additional Note:**

Contract purchases will include both 2021 & 2022 fiscal years.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND CITY SERVICE VALCON IN THE AMOUNT OF \$750,000.00, TO  
PROVIDE FUEL SERVICES FOR THE COLORADO AIR AND SPACE PORT

WHEREAS, City Service Valcon was awarded an Agreement in May of 2018, to provide Fuel Services for the Adams County Colorado Air and Space Port; and,

WHEREAS, City Service Valcon agrees to extend the current Agreement for six additional months in the amount of \$750,000.00, for a total not to exceed Agreement amount of \$6,287,860.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and City Service Valcon in the amount of \$750,000.00, to provide fuel services for the Colorado Air and Space Port; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment two to the Agreement with City Service Valcon on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> East 58 <sup>th</sup> Avenue Improvements
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement with Hamon Infrastructure Inc., for the East 58 <sup>th</sup> Avenue Improvements project.

### **BACKGROUND:**

The East 58th Avenue Improvement project includes the widening of E 58th Avenue from East of Washington Street to West of York Street (approximately the Denver Rock Island Railroad) from a 2-lane roadway to a 5-lane minor arterial with a curb, gutter and sidewalk on both sides, retaining walls to reduce adjacent property impacts, the relocation of utilities, improvements to the traffic signal at Franklin Street and the additions of street lighting along the corridor.

A formal Invitation for Bid was issued through BidNet and bids were opened on March 29, 2022. The county received two (2) bids. After verifying the unit prices bid and the base bid total for each company, the Public Works Department confirmed that Hamon Infrastructure Inc., is the most responsive and responsible bidder. The bidding documents required price quotes for 3 Alternates. The alternates chosen to be included in the contract are: 1, 3A and 3C. The totals for each are shown below.

Bidder	Base Bid	Base Bid + Alt's 1+3A+3C
Hamon Infrastructure, Inc	\$17,282,328.86	\$18,527,731.60
Hudick Excavating, Inc	\$17,791,192.35	\$18,984,119.25

The recommendation is to approve an Agreement with Hamon Infrastructure Inc., for the East 58<sup>th</sup> Avenue Improvements project in the not to exceed amount of \$18,527,731.60.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works

**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:** 00013**Cost Center:** 3056

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

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

**New FTEs requested:** ☐ YES ☐ NO**Future Amendment Needed:** ☐ YES ☐ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
HAMON INFRASTRUCTURE, INC., IN THE AMOUNT OF \$18,527,731.60,  
FOR THE EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS PROJECT

WHEREAS, Hamon Infrastructure, Inc submitted a bid on March 29, 2022, to provide construction services for the East 58<sup>th</sup> Avenue Improvements Project for the Public Works Department; and,

WHEREAS, Public Works Department reviewed and verified the bids and concluded that Hamon Infrastructure, Inc., was the lowest most responsive responsible bidder; and,

WHEREAS, Hamon Infrastructure, Inc., agrees to provide construction services in the not to exceed amount of \$18,527,731.60, for the base bid and bid alternates; 1, 3A, and 3C for the East 58<sup>th</sup> Avenue Improvements Project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that an Agreement between Adams County and Hamon Infrastructure, Inc., in the amount of \$18,527,731.60, for the East 58<sup>th</sup> Avenue Improvements Project; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Hamon Infrastructure, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Henderson Road and Park Boulevard Roundabout Project
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the Agreement with Elite Surface Infrastructure, Inc., for the Henderson Road and Park Boulevard Roundabout Project.

### **BACKGROUND:**

On December 7, 2021, Elite Surface Infrastructure, Inc., was awarded an agreement to provide construction services for the Park Boulevard Roundabout Project.

Several quantities were underestimated due to scaling differences on the approved construction plans and were not properly accounted for. There are also several construction items that are directly related to the fairgrounds property that were left out of the bid and will be added within this Amendment. The Agreement breaks down as follows:

Original Contract Amount	Approved 12/7/2021	\$ 1,880,830.70
Change Order One	N/a	\$ 0
Change Order Two	N/a	\$ 0
Change Order Three	N/a	\$ 0
Change Order Four/Amendment One		\$ 96,260.99
New Total Contract Value		\$ 1,977,091.69

The recommendation is to approve Amendment One to the Agreement with Elite Surface Infrastructure, Inc., in the amount of \$96,260.99, for a total not to exceed Agreement amount of \$1,977,091.69.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund: 13****Cost Center: 3056**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

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

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☒ YES ☐ NO**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND ELITE SURFACE INFRASTRUCTURE, INC., IN THE AMOUNT  
OF \$96,260.99, FOR THE HENDERSON ROAD AND PARK BOULEVARD  
ROUNDAABOUT PROJECT

WHEREAS, on December 7, 2021, the Board of County Commissioners approved an Agreement with Elite Surface Infrastructure, Inc., to provide construction services for the Henderson Road and Park Boulevard Roundabout Project; and,

WHEREAS, the County and Elite Surface Infrastructure, Inc., mutually agree to amend the Agreement to add additional construction services and add additional time to allow for completion of the Henderson Road and Park Boulevard Roundabout Project; and,

WHEREAS, Elite Surface Infrastructure, Inc., agrees to provide additional construction services for the Henderson Road and Park Boulevard Roundabout Project; in the amount of \$96,260.99, for a total not to exceed Agreement amount of 1,977,091.69.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Elite Surface Infrastructure, Inc., in the amount of \$96,260.99, for the Henderson Road and Park Boulevard Roundabout Project; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Elite Surface Infrastructure, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> District Attorney Digital Storage
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> District Attorney
<b>HEARD AT STUDY SESSION ON:</b> May 10, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves an Agreement between Adams County and PEI for Digital Storage Solution for the District Attorney's Office.

### **BACKGROUND:**

The District Attorney is requesting the purchase of a new digital storage solution for the storage and maintenance of digital evidence submitted by law enforcement. As more law enforcement agencies implement body cams, the current system (approx. 5 years old) is no longer adequate. This new solution will allow DA's Office to prosecute cases, meet statutory obligations (e.g., Rule 16 - Discovery), and retain digital evidence for appellate purposes. The contract with Hewlett Packard Enterprise is part of part of the NASPO ValuePoint national cooperative and was written with cooperative language for other entities to utilize. This Agreement covers equipment and labor pricing for the Digital Storage Solution and adheres to the Adams County Purchasing Policy, Appendix E- Cooperative, Single, and Sole Source Purchases.

The cost of the solution is related to the amount of digital storage growth, which is estimated at:

- Year 1 (2022): \$142,771.00
- Year 2 (2023): \$157,851.00
- Year 3 (2024): \$230,377.00
- Year 4 (2025): \$302,903.00
  
- Estimated total \$858,240.00

Storage needs will be evaluated on an annual basis and presented to the Capital Improvement Project committee, ensuring that we are only purchasing what is needed.

The recommendation is to approve an Agreement with PEI for Digital Storage Solution for the District Attorney's Office in the not to exceed amount of \$858,240.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

District Attorney

**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: 1****Cost Center: 1051**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	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:	9160	10512206	142,771.00
<b>Total Expenditures:</b>			142,771.00

New FTEs requested: ☐ YES ☒ NO

Future Amendment Needed: ☒ YES ☐ NO

**Additional Note:**

This will be included in the next budget amendment process for 2022.

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AGREEMENT BETWEEN ADAMS COUNTY AND  
PEI IN THE NOT TO EXCEED AMOUNT OF \$858,240.00, FOR DIGITAL STORAGE  
SOLUTION FOR THE DISTRICT ATTORNEY'S OFFICE

WHEREAS, PEI submitted a proposal in April 2022 to provide a Digital Storage Solution through NASPO ValuePoint Cloud Solutions pricing agreement for the District Attorney; and,

WHEREAS, PEI agrees to provide the a Digital Storage Solution with an estimated year one amount of \$142,771.00, year two amount of \$157,851.00, year three amount of \$230,377.00, and year four amount of \$302,903.00, for a not to exceed total amount of \$858,240.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and PEI in the not to exceed amount of \$858,240.00, for Digital Storage Solution for the District Attorney's Office, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with PEI on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> May 24, 2022
<b>SUBJECT:</b> Adams County Veterans Memorial
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Three to the Agreement with ECI Site Construction Management, Inc., to provide Construction Manager/General Contractor (CM/GC) Services for the Adams County Veterans Memorial Project.

### **BACKGROUND:**

On June 15, 2021, the Board of County Commissioners approved the Agreement for Construction Manager / General Contractor (CMGC) Services with ECI Site Construction Management, Inc., for the Adams County Veterans Memorial. The original Agreement was followed by the approval of Phase One on October 12, 2021, for mobilization, demolition, initial site work, erosion control, a portion of the earthwork, and permitting, and Phase Two on December 7, 2021, which included the continuation of erosion control and earthwork, hardscapes, boulder work, irrigation, site furnishings, restroom building, battleship amenities and the beginning of utilities. Amendment Three will cover Phase Three of the project which includes further work on the utilities, paving, restrooms and steel work. The Agreement breaks down as follows:

Agreement	Project	Date approved	Amount
Original	Pre-construction	June 15, 2021	\$ 13,200.00
Amendment One	Phase One	October 12, 2021	\$1,200,957.44
Amendment Two	Phase Two	December 7, 2021	\$6,019,803.30
Amendment Three	Phase Three		\$2,386,850.07
Project Total			<b>\$9,620,810.81</b>

The recommendation is to approve Amendment Three to the Agreement with ECI Site Construction Management, Inc., for Phase Three of the Veterans Memorial in the amount of \$2,386,850.07, for a total not to exceed Agreement amount of \$9,620,810.81.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet Management Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

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

**Fund: 01****Cost Center: 9253**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9003	92531903	9,836,548
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,836,548</u>

New FTEs requested: ☐ YES ☒ NOFuture Amendment Needed: ☒ YES ☐ NO**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND ECI SITE CONSTRUCTION MANAGEMENT, INC., IN THE  
AMOUNT OF \$2,386,850.07, FOR THE ADAMS COUNTY VETERANS MEMORIAL

WHEREAS, on June 15, 2021, the Board of County Commissioners approved the award to ECI Site Construction Management, Inc., to provide Construction Management General Contractor Services (CM/GC) for the Adams County Veterans Memorial; and,

WHEREAS, ECI Site Construction Management, Inc., agrees to provide work for Phase Three of the project for the Adams County Veterans Memorial in the amount of \$2,386,850.07, for a new total not to exceed Agreement amount of \$9,620,810.81.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the Agreement between Adams County and ECI Site Construction Management, Inc., in the amount of \$2,386,850.07, for the Adams County Veterans Memorial; is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment Three to the Agreement with ECI Site Construction Management, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> 05/24/2022
<b>SUBJECT:</b> Approval of IGA between Adams County and Gilpin County to provide Child Abuse and Neglect Assessment Services
<b>FROM:</b> Human Services Department
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b> n/a
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approves the IGA between Adams County and Gilpin County to provide Child Abuse and Neglect Assessment Services.

### **BACKGROUND:**

Adams County seeks to temporarily utilize child abuse and neglect supervisors and caseworkers of Gilpin County to perform child abuse and neglect assessments on Adams County's behalf when Adams County staff resources are insufficient to address existing demand for these services as described more fully in this Agreement

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

The Board of County Commissioners, Adams County Human Services Department, Children and Family Services Division and the Gilpin County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Resolution & Agreement

**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:** 201032001210, 99915

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	5755,5765		108,019,095 .00
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			108,019,095 .00

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7645		5,000,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			5,000,000.0 0

**New FTEs requested:** ☐ YES ☒ NO

**Future Amendment Needed:** ☐ YES ☒ NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
ADAMS COUNTY COLORADO AND GILPIN COUNTY COLORADO REGARDING  
COORDINATION AND COOPERATION FOR COMPLETION OF CHILD ABUSE AND  
NEGLECT ASSESSMENT SERVICES

WHEREAS, pursuant to Colo. Const. art. XIV, § 18, and C.R.S. § 29-1-203, as amended, Adams County and Gilpin County are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and,

WHEREAS, Adams County and Gilpin County mutually desire to coordinate for child abuse and neglect assessment services; and,

WHEREAS, more specifically, Adams County seeks to temporarily utilize child abuse and neglect supervisors and caseworkers of Gilpin County to perform child abuse and neglect assessments on Adams County's behalf when Adams County staff resources are insufficient to address existing demand for these services as described more fully in this Agreement and the Exhibits thereto.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Intergovernmental Agreement with Gilpin County for Coordination and Cooperation for Completion of Child Abuse and Neglect Assessment Services be approved.

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

## **INTERGOVERNMENTAL AGREEMENT FOR CHILD ABUSE AND NEGLECT ASSESSMENT SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") BETWEEN ADAMS COUNTY, COLORADO AND GILPIN COUNTY, COLORADO ("Gilpin County") is made and entered into effective upon signature by both parties, by and between the Adams County Board of County Commissioners, acting as the Adams County Board of Human Services, located at 4430 South Adams County Parkway, Suite C5000A, Brighton, Colorado 80601 ("Adams County") for purposes of the Adams County Human Services Department, Children and Family Services Division and the Gilpin County Board of County Commissioners for purposes of the Gilpin County Human Services located at 15193 Highway 119, Black Hawk, Colorado 80422. Adams County and Gilpin County may be collectively referred to herein as the "Parties."

**WHEREAS**, pursuant to Colo. Const. art. XIV, § 18, and C.R.S. § 29-1-203, as amended, Adams County and Gilpin County are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

**WHEREAS**, Adams County and Gilpin County mutually desire to coordinate for child abuse and neglect assessment services; and

**WHEREAS**, more specifically, Adams County seeks to temporarily utilize child abuse and neglect supervisors and caseworkers of Gilpin County to perform child abuse and neglect assessments on Adams County's behalf when Adams County staff resources are insufficient to address existing demand for these services as described more fully in this Agreement and the Exhibits thereto.

**NOW, THEREFORE**, Adams County and Gilpin County, for the consideration herein set forth, agree as follows:

### **SECTION I. RESPONSIBILITIES OF THE GILPIN COUNTY**

- A.** Gilpin County shall develop and maintain a list of its employees willing to perform services described in **Exhibit A** of this Agreement for Adams County. Gilpin County shall maintain this list in the order in which Gilpin County wishes its employees to be contacted as part of this Agreement. Gilpin County may establish their own criteria for this order. Upon adding any Gilpin County employees to this list, Gilpin County will coordinate with Adams County in Adams County's implementation and use of Gilpin County's employees.
- B.** Gilpin County shall screen all employees on this list to ensure they are legally and substantively qualified to perform the services described in **Exhibit A** of this Agreement. Gilpin County shall remove any Gilpin County employee who is no longer qualified or in good standing to perform the contract services.
- C.** Gilpin County shall remove any employee from this list at the discretion of Adams County.
- D.** Gilpin County may remove any or all employees from this list in its discretion.

## **SECTION II: RESPONSIBILITIES OF ADAMS COUNTY**

- A. Adams County shall coordinate with Gilpin County to provide necessary documentation and information to facilitate in implementing this Agreement.
- B. Adams County shall monitor availability of Adams County Human Services Department (ACHSD) intake caseworkers. Adams County will contact employees listed by Gilpin County when all available intake caseworkers at ACHSD have been assigned two (2) assessments in one working day, or when all available intake caseworkers will exceed five (5) new assessments in one week.

## **SECTION III: PAYMENT, FEES, AND OTHER COMPENSATION**

- A. Adams County will compensate Gilpin County directly for any work performed by Gilpin County employees. Work performed by Gilpin County employees outside of regular business hours shall not be considered overtime work or require special or increased compensation to be paid to Gilpin County. Adams County shall timely pay Gilpin County for all costs and services provided to Adams County including, without limitation, all salaries, administration, and travel expenses as set forth in this Section III. Adams County will also reimburse Gilpin County for all insurance costs, deductibles, claims, injuries, judgments, settlements, liabilities, and other costs incurred by Gilpin County employees in performing services for Adams County.
- B. Gilpin County understands that it is solely obligated for all payroll obligations and tax withholdings when paying its employees for the services Gilpin County provides to Adams County, subject to Adams County reimbursing Gilpin County for those payroll taxes
- C. Payment and Fee Schedule
  - a. **Assessment Tiered Individual Payment Schedule:**
    - i. Tier 1 – any assessment that is a 5-working day response that includes up to 3 children will receive a flat rate of \$160. This is based on 6 hours of work at a rate of pay of \$26.67/hour.
    - ii. Tier 2 – any assessment that is a 5-working day response that includes 4-6 children will receive a flat rate of \$260. This is based on 10 hours of work at a rate of pay of \$26/hour.
    - iii. Tier 3 – any assessment that is a 5-working day response that includes 7 or more children will receive a flat rate of \$364. This is based on 14 hours of work at a rate of pay of \$26/hour.
  - b. **Supervisor Individual Pay Schedule:**
    - i. Supervisors will receive a flat rate payment of \$150 to supervise each assessment. This is based on 4.3 hours of work at a rate of pay of \$35/hour.
  - c. **Differential Individual Pay Schedule:**
    - i. Differential pay will be paid to caseworkers that have to file a dependency and neglect case and may have to testify in court at a flat rate of \$52. This is based on two hours of additional work at a rate of pay of \$26/hour

- ii. Differential pay will be paid to caseworkers that have to open a child protection case in Trails at a flat rate of \$52. This is based on two hours of additional work at a rate of pay of \$26/hour. This will be paid for the completion of the following:
  1. Completion of the Family Services Plan (FSP) 1
  2. Completion of the FSP 2 based on interviews completed during the assessment

#### **SECTION IV. TERM**

The initial term of this Agreement shall be for a period of one (1) year from the date the Agreement is fully signed by both Parties. The Agreement may renew for an additional one (1) year terms upon written agreement or amended agreement of the Parties.

#### **SECTION V. FUND AVAILABILITY**

Adams County has appropriated sufficient funds for this Agreement for the current fiscal year and term of this Agreement. Those appropriated funds shall be reserved for the payment to Gilpin County as set forth in this Agreement. Payment pursuant to the Agreement is subject to and contingent upon the continuing availability of Adams County funds for the purposes hereof.

#### **SECTION VI. INTERGOVERNMENTAL AGREEMENT**

This Agreement is authorized by C.R.S. § 29-1-203. Each Party shall be solely and entirely responsible for its acts, and the acts of its employees, agents, servants, and contractors during the term and performance of this Agreement. No employee, agent, servant, or contractor of either Gilpin County or Adams County shall be deemed to be an employee, agent, servant, or contractor of the other because of the performance of any services or work under this Agreement. **Pursuant to the Workers' Compensation Act, § 8-40-202(2)(b)(IV), C.R.S., as amended, Adams County's Workers Compensation and Employer's Liability Insurance policies shall be endorsed with the Alternate Employer Endorsement to extend coverage under such policies to Gilpin County's employees for services rendered under this contract only. Gilpin County further understands that it is solely obligated for all payroll obligations and tax withholdings when paying its employees for the services Gilpin County provides to Adams County subject to the subsequent reimbursements from Adams County.**

#### **SECTION VII. NONDISCRIMINATION**

The Parties shall not discriminate against any employee or qualified applicant for employment because of age, physical or mental health, race, color, sex, sexual orientation, gender, gender identity, gender expression, marital status, familial status, pregnancy, religion, creed, national origin, disability, military status, veteran's status, genetic information, economic status, or any other status protected by federal, state or local law. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

## **SECTION VIII: INDEMNIFICATION**

To the extent permitted by law and subject to the exception described in Section III, each Party agrees to indemnify and hold harmless the other, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property caused or sustained by any person(s) as a result of its own performance or failure to perform pursuant to the terms of this Agreement. Nothing herein shall be deemed by either party as a waiver of the rights, protections, defenses and limitations afforded both in accordance with the Colorado Governmental Immunity Act C.R.S. § 24-10-101 et. seq. as same may be amended from time to time or any other law, legal right, or protection.

## **SECTION IX: INSURANCE**

The Parties are public entities within the meaning of the Colorado Governmental Immunity Act ("Act"), C.R.S. § 24-10-101, *et seq.*, as amended, and shall at all times during the term of this Agreement maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act.

## **SECTION X. TERMINATION**

### **A. For Cause**

If, through any cause, Gilpin County fails to fulfill its obligations under this Agreement in a timely and proper manner, or if it violates any of the covenants, conditions, or stipulations of this Agreement, Adams County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to Gilpin County of such termination and specifying the effective date thereof.

### **B. For Convenience**

Either Party may terminate the Agreement at any time by giving written notice as specified herein to the other Party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by Adams County, Gilpin County will be paid in full for any services provided hereunder prior and up to the date of termination.

## **SECTION XI. MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado and in particular Adams County and the Adams County Combined Courts.

### **B. Compliance with Laws**



During the performance of this Agreement, the Parties agree to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The Parties hereto acknowledge that they are familiar with C.R.S. § 18-8-301, *et seq.*, (Bribery and Corrupt Influences), as amended, and C.R.S. § 18-8-401, *et seq.*, (Abuse of Public Office), as amended, and that no violations of such provisions are present.

C. Record Retention

The Parties shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or by either Party and their personnel.

D. Assignability

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by either Party without the prior written consent of the other Party.

E. Waiver

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such Party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, pandemic, public health emergency, disaster, viral outbreak, earthquakes, or other acts of God. In the event the ACHSD is closed as a result of an event beyond the control of Adams County, or for any other reason, ACHSD or other personnel designated by Adams County shall so notify Gilpin County.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail transmission was received. For the purposes of this agreement, any and all notices shall be addressed to the contacts listed below. Parties may change their respective contacts by written notice to other Parties.

For Adams County:

Kari Daggett, Deputy Director  
Adams County Human Services Department  
Children and Family Services  
11860 Pecos Street  
Westminster, CO 80234  
[kdaggett@adcogov.org](mailto:kdaggett@adcogov.org)

For Gilpin County:

Laura Solomon, Director,  
Gilpin County Human Services  
15193 Highway 119  
Black Hawk, CO 80422  
[lsolomon@gilpincounty.org](mailto:lsolomon@gilpincounty.org)

With copy to:

Bradford Benning, County Attorney  
[bbenning@gilpincounty.org](mailto:bbenning@gilpincounty.org)  
Sarah Baciak, Paralegal  
[sbaciak@gilpincounty.org](mailto:sbaciak@gilpincounty.org)  
Gilpin County Attorney's Office

H. Integration of Understanding

This Agreement contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties.

I. Paragraph Headings

Paragraph headings are inserted for the convenience of reference only.

J. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

K. Parties Interested Herein

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions

hereof. All covenants, terms, conditions, and provisions in this Agreement, by and on behalf of Adams County and Gilpin County, shall be for the sole and exclusive benefit of the Adams County and Gilpin County.

L. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

M. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

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

BOARD OF HUMAN SERVICES  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date

ATTEST:  
JOSH ZYGIELBAUM  
CLERK AND RECORDER

Approved as to form:

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

BOARD OF COUNTY COMMISSIONERS  
GILPIN COUNTY, COLORADO

Sandy Hollingsworth  
Chair, Sandy Hollingsworth

4-19-2022  
Date

ATTEST:

Sharon Cate  
Deputy Clerk  
Sharon Cate  
April 19, 2022

Approved as to form:

Bradford R. Benning  
Bradford R. Benning  
Gilpin County Attorney

#### **Exhibit A: Temporary/Contract Employment Services**

- Temporary/Contract Employees shall abide by all rules and regulations governing Adams County Employees.
- **Complete all assessments assigned to Gilpin County employees as required by Volume VII and the Colorado Children's Code.**
- **Family in need of services:**
  - Should a family require additional services (on a non-emergency basis), Gilpin County will contact Intake Manager, Sabrina Burbidge, ([sburbidge@adcogov.org](mailto:sburbidge@adcogov.org)) to coordinate a staffing between the assessing Gilpin County caseworker and an ACHSD caseworker to determine the type and level of services needed.
  - ACHSD will assume all responsibility for opening the case and ensuring service referrals are made.
  - Gilpin County will ensure the assessment is completed in accordance with Volume VII policy.
- **Emergency Situations:**
  - **Removals:**
    - If an assessment requires immediate removal of a child, Gilpin County will contact the ACHSD hotline and Intake Manager, Sabrina Burbidge, to advise of the need for an ACHSD immediate response caseworker to be dispatched.
    - Gilpin County will be responsible for drafting a summary of the assessment that led to the need to remove a child/youth and submit that to ACHSD within 24 business hours of the removal.
  - **Emergency Protective Orders:**
    - Should an assessment require the Court to issue Emergency Protective Orders to protect an at-risk child/youth, Gilpin County will contact ACHSD hotline and Intake Manager, Sabrina Burbidge, to advise of the need for an ACHSD immediate response caseworker to be dispatched to aide in obtaining and serving the family with said orders.
    - Gilpin County will be responsible for drafting a summary of the assessment that led to the need for the protective orders to the assigned ACHSD caseworker within 24 business hours.
- Gilpin County shall submit all invoices for work performed to ACHSD Children and Family Services' Intake Manager, Sabrina Burbidge, at [sburbidge@adcogov.org](mailto:sburbidge@adcogov.org). All invoices received by the XXth of the month will be paid by XX.